AGENDA
Committee of the Whole
Monday, April 29, 2019 @ 5:00 p.m. (note time)
City Council Chambers, City Hall 10th Floor

Council Member Wood, Chairperson
Council Member Spadafore, Vice Chairperson

1. Call to Order

2. Roll Call

3. Minutes
   - April 22, 2019

4. Public Comment on Agenda Items (Up to 3 Minutes)

5. Presentation
   - Department Budget Presentations
     o Mayor & Community Media
     o Downtown Lansing, Inc.
     o Lansing Economic Development Council (LEDC/LEAP)
     o Lansing Entertainment Public Facilities Authority (LEPFA)
     o City Clerk

6. Discussion/Action:
   
   B.) RESOLUTION – Supplemental Appropriation; Revenue from the sale of the Townsend
      Parking Ramp
   
   C.) DISCUSSION- Red Cedar Floodplain Remapping Special Assessment-Public Hearing
      (Committee set hearing for May 13, 2019 on April 15, 2019)

7. Other

8. Adjourn
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CALL TO ORDER
Council Member Wood called the meeting called to order at 5:02 p.m.

PRESENT
Councilmember Kathie Dunbar - arrived at 5:10 p.m.
Councilmember Jeremy A. Garza
Councilmember Adam Hussain
Council Member Brian T. Jackson
Councilmember Peter Spadafore
Councilmember Patricia Spitzley
Councilmember Jody Washington
Councilmember Carol Wood

OTHERS PRESENT
Sherrie Boak, Council Staff
Samantha Harkins, Mayor Chief of Staff
Jim Smiertka, City Attorney
Eric Brewer, Council Internal Auditor
Angela Bennett, Finance Director - arrived at 5:04 p.m.
Mary Reynolds
Joel Ferguson, Ferguson Group
Chris Stralkowski, Ferguson Group
Pat Lindemann, Ingham County Drain Commissioner
Dr. Joan Jackson Johnson, HRCS Director
Collin Boyce, IT Director
JoEl Watson, IT Department
Chief Yankowski, LPD Chief
Joe McClure, LPD Finance
Clyde Carnegie, LPD Board President

Public Comment on Agenda Items
No public comment.

Approval of Minutes
MOTION BY COUNCILMEMBER SPADAFORE TO APPROVE THE MINUTES OF APRIL 15, 2019 AS PRESENTED. MOTION CARRIED 7-0.
PRESENTATIONS

Department Budget Presentations

Lansing Police Department

Chief Yankowski introduced Mr. McClure the LPD Finance and Mr. Carnegie a LPD Board Member. Chief Yankowski then went through the presentation which included their mission, their vision, policing philosophy, and went into how the money is spend. That outlined that the Police department is 32% of the City general fund budget. The amount for the department is $44,885,000, with a 2.3% increase from last year in salary, benefits, overtime and operation equipment. For the department, the Chief noted there are 244 total employees with 203 sworn Police Officers and 41 civilian positions. There have been 123 officers hired over the last six (6) years and the department has been recognized for best hiring practices in the country.

Council Member Washington asked how long the City has had a partnership with MSP and Chief Yankowski stated there are no deadlines for the working relationship and he has recently met with the new Colonel. Council Member Washington then asked for a cold case update, and he confirmed they have used outside consultants to go through things, and putting things together. Council Member Washington asked what START is and was told Special Tactics And Response Team. She then asked if Nar can was funded by grants, and was assured it currently is and no City dollars are spent on it. They estimate each injector at $95 each. Lastly she asked if the social worker was a positive in the community, and the Chief stated that person is engaging in community. The Chief was then asked if Community Policing Officers were being called away from their areas and their overtime was over budget. The Chief assured the Committee that the goal for the CPO is 100% in their neighborhoods, but it depends on the day of the week, time of year, call loads, and they have been known to have to pull them to address priority 1 calls. However currently they have 60% of their shift in their neighborhoods. Council Member Washington asked how they are addressing human trafficking, and Chief Yankowski confirmed they have a relationship with the FBI and utilize resources.

Council Member Garza pointed out there is no CPO in Ward 2, and this budget is proposing another CPO for the north side, therefore asking why not one in Ward 2. Chief Yankowski informed him that they annually re-evaluate, consider data, and work with Mayor’s Office.

Council Member Hussain noted he believed the national average for determining how many officers in a community is for every 1,000 residents. The Chief acknowledged it was 2.4 per 1,000 residents, and with 117,000 residents in Lansing, they have 203 sworn officers, so Lansing has 1.6-1.7 per resident. Council Member Hussain supported more officers, and then asked how many of those officers are patrol, and was told 96 were assigned to road patrol for the sectors.

Council Member Hussain then asked about the PAL program, and last years “Midnight Basketball” and why that event was no longer occurring. Ms. Harkins stated Bishop Maxwell coordinated that, and that PAL is in the funding under the My Lansing Program. They have acquired a Harvard fellow to come to the City free of charge to look at all the youth services and programs. This will be covered in the Mayor’s budget. Chief Yankowski noted there is a grant to assist with the “Midnight Basketball” program.

Council Member Jackson asked if the homicide rate was arrestor conviction and was told arrest. He then asked if there were any vacancies in the department and the Chief acknowledged they have front loaded with officers in the academy set to graduate May 3rd and 13 will start May 6th, and in June there will be 24 in the program. Council Member Jackson then asked about the forfeitures and if there was any place in the budget where we have discretion or ear marked for forfeiture. The Chief note that they cannot use forfeiture for
Council Member Jackson then asked why on page 19 of 41 forfeitures was $38,000 and now it is $300,000. Chief Yankowski stated it comes down to the cases.

Council President Wood asked if with their technology if they have different applications with the courts, State and City and it was confirmed there are.

Council Member Spitzley asked if there is number officers on the streets, and the Chief said it depends on what can be afforded and they are at 1.7 per 1,000 residents.

Council Member Jackson stepped away from the meeting at 6:03 p.m.

Council Member Spitzley asked for confirmation that Bishop Maxwell in the Mayor’s office was handling PAL and “Midnight Basketball” and Ms. Harkins confirmed, noting in conjunction with the Police.

Council Member Jackson returned to the meeting at 6:05 p.m.

Council Member Spitzley asked if staff and time has increased with the FOIA on the body cameras. Chief Yankowski noted they have five (5) staff, but the biggest struggle is that it can take 30 days to review the videos. Council President Wood asked for a breakdown of the FOIA costs, and Council Member Spitzley added that it include the cost in the increase due to the process if the FOIA on the body cameras.

Council Member Dunbar spoke on the hiring statistics.

Council Member Washington stepped away from the meeting at 6:11 p.m.
Council Member Spadafore stepped away from the meeting at 6:11 p.m.

Council President Wood asked what the amount was for the one CPO and was told $102,000, which includes everything but the car. Council President Wood then asked what the cost was for the graduate level crime analysis and was told they have $50,000 set aside for two interns and equipment. Council President Wood asked how much they would contribute to the PAL program and the Chief stated $10,000.

Council Member Washington returned to the meeting at 6:15 p.m.
Council Member Spadafore returned to the meeting at 6:15 p.m.

Council President Wood asked if the $125,000 for the LSD will increase because of the special operations on their property, and the Chief confirmed they are in the same space, just readjusting, there would be no more funds for the space.

Council President Wood asked if the budget increase based on contract negotiations and the Chief said the current wages are for what the contract currently is. Ms. Bennett stated once the contracts are settled the funds will be transferred in.

Council President Wood asked how many in the MPS work with the City and was told 8 State Troopers. She then asked if there were any discussions on integrating with the State Troopers and were told they try to get as many resources as possible.

Council President Wood stated with the potential of 20 officers retiring do they have enough officers front loaded. The Chief acknowledged they have been working with the officers who are within 2 years of retirement and feel comfortable with what might happen, and took it into consideration.
Council President Wood noted under the line item for police accident reports it is budgeted at $15,000, but the year end is $300,000 (page 4 of 9).

Council Member Spitzley stepped away from the meeting at 6:24 p.m.

Chief Yankowski could not explain the difference and would work with Finance, but believes it is a typo and should be $30,000.

**Human Relations and Community Services**

Council Member Dunbar stepped away from the meeting at 6:25 p.m.

Ms. Bennett distributed a breakdown document of the funding from the HRCS Department.

Council Member Dunbar returned to the meeting at 6:28 p.m.

Dr. Joan Jackson Johnson went through the tasks her department have done in 2018 along with the overview of the funding and spending.

Council Member Spitzley returned to the meeting at 6:29 p.m.

She then went on to talk about the grants the department oversees and distribution of funds.

Council Member Jackson stepped away from the meeting at 6:35 p.m.

Council Member Spadafore mentioned that during the Neighborhood and Citizen Engagement Session Ms. Crawford informed the Committee that she has a project called "Rent Smart" where they help with rental payments, and so Council Member Spitzley asked if there was duplication in the two departments with this assistance program. Dr. Jackson Johnson was not aware of any other programs in the City other than the one done in her office by Joe MacDonald. Council President Wood asked Ms. Harkins to explain the programs, and if they are different why are there two programs and not working together.

Council Member Spadafore asked if all agencies that the department provides funds to have to conform to the Human Rights Ordinance. Dr. Jackson Johnson confirmed they do, so was then asked by Council Member Spadafore asked why St. Vincent Charities receives funds since they recently filed a lawsuit regarding the LGBTQ Community. Dr. Jackson Johnson stated that agency does not get funds, but was pointed to page 2 of 3 of her report which listed them. Council Member Spadafore asked for an updated list.

Council Member Washington asked if the 575 vouchers were distributed in the Greater Lansing area. Dr. Jackson Johnson stated those are through a grant with HUD and their regulations state Lansing and region. They do work with Haslett and East Lansing.

Council Member Jackson returned to the meeting at 6:45 p.m.

Council Member Washington asked for the department to look into funds going to adult programs and critical services. Dr. Jackson Johnson stated she would provide a list of the Federal funding allocations.

Council Member Dunbar suggested that for each contract the department has, under the equal employ provisions, add a page outlining and attach the Human Rights Ordinance.

Council Member Dunbar stepped away from the meeting at 6:54 p.m.

**Noise Waiver Weekdays and Weekends; Rehabilitation of Cesar E Chavez Avenue and Rehabilitation of Washington Avenue**
MOTION BY COUNCIL MEMBER SPADAFORE TO APPROVE THE NOISE WAIVER FOR THE WORK AT CESAR E CHAVEZ AVENUE AND WASHINGTON AVENUE.

Council President Wood noted the hearing will be later tonight at the Council meeting, and unless there are public comments that can’t be answered, it will be on the agenda for action tonight as well.

MOTION CARRIED 7-0.

Information Technology
Mr. Boyce went through his presentation, highlighting two (2) budgets the operational and the capital. It was noted items in the IT operational include contracting services, software, hardware, miscellaneous operating, telecommunications and training.

Council Member Dunbar returned to the meeting at 6:57 p.m.

His offices houses two (2) types of employees; main frame operators, and employees newer to the IT industry. Mr. Boyce then outlined the operations back items including software such as website, GIS, email and office, technical support, service desk, servers, backups, video conferencing bridge and telephones. With 800 employees he stated they are paying $5,727 per employee which his 28.3% lower than the average. The presentation went into the capital budget where he stated is determined by meeting with all the departments and what their goals and needs are. They then prioritize those. Mr. Boyce then noted items the priority projects approved by the Mayor. Council Member Spadafore asked when the lease was up on the Fire Department computers. Mr. Boyce confirmed it was a 1 year interim lease because the computers were smaller RAM, and since they would need to replace within 5 years, they didn’t sign a longer lease, but will get 100% of that lease back on rebate once they purchase the new ones at $90,000.

Mr. Boyce moved onto the explanation of the enterprise items versus the department capital items. Council Member Spadafore asked why the Fire Department was getting computers out of the IT budget, but the Courts and HR were paying for their items out of their budget. Ms. Bennett referred the Committee to page 39 of 41 of the line item budget which displays the IT budget and spending. She explained that the amounts being funded through the CIP is coming from prior years monies, similar to the fleet fund. Council Member Spadafore recommended that every technology need should be in the technology budget. Mr. Boyce stated the practice was a decision made by the previous administration. Ms. Bennett stated any need requested in one year, similar to the $15,000 from Courts is moved into the IT budget the following years. The department line items for technology are for ongoing technical support.

Council Member Hussain stepped away from the meeting at 7:11 p.m.

At this time it was noted that City TV was having issues with their current feed to the public.

At this time Mr. Boyce presented the slide 10 which broke down the operational budget from $6,300,000 IT, minus department charges at $460,400 coming to $3,348 per employee and $3,862 per computer. He stated that if there is software only used by a specific department, they do not charge the operational program. Council Member Spadafore asked what the fund balance was for the IT Department, and Mr. Boyce stated it was $766, 00 for over the last three (3) years.

Council Member Hussain returned to the meeting at 7:15 p.m.
The next slides of the presentation focused on 2019 strategies, performance indicators, security, after hour calls, and completed projects.

Council Member Spitzley stepped away from the meeting at 7:18 p.m.

Council President Wood asked what the down fall was on the lowering in help tickets; the user or the equipment. Mr. Boyce stated some were related to new projects and training.

Council Member Spitzley returned to the meeting at 7:20 p.m.

The presentation moved into an earlier discussion during the Parks budget presentation on WIFI in parks.

Council Member Dunbar referred to page 39 of 41 and noted it appeared that the funds are not revenue but expenses IT collects and charges back to the departments. She then asked Mr. Boyce how they make the determination allocation, person/station or is it equally split. Mr. Boyce stated it is a charge back based on the number of devices IT supports. She then asked if there are other charges outside of that and Mr. Boyce said no.

The Committee again inquired into the costs of items departments have to pay for out of their budgets in relation to IT covering it. Mr. Boyce stated that practice was considered but this current practice started 3-4 years ago.

Council Member Dunbar asked what was left of the DewPoint contract. Mr. Boyce stated they handle the management of the infrastructure and offer a project manager. They take care of the back end, servers and switches and project management. She then asked, regarding WIFI in the parks, if it could be rented out and he confirmed. Council Member Dunbar asked for details on staffing for the help tickets, and was told there are 3 to public safety and 3 to other staff. Council Member Spitzley asked if DewPoint provides after hour support and was told only if it was an infrastructure fail.

Council Member Spitzley asked Ms. Bennett if the threshold on IT purchases is $15,000 to departments and anything over goes to the IT budget, and Ms. Bennett stated that has been the policy. Council President Wood asked what the bond amount was for computers three (3) years ago. Ms. Bennett stated she thought it was $3 million.

**Discussion/Action**

RESOLUTION – 7th Amendment to the Amended and Restated Real Estate Purchase and Development Agreement between the City of Lansing and Continental/Ferguson Lansing, LLC

Council President Wood referred to the most recent documents from the OCA via email today. The documents highlighted three changes which were discussed during the applicant’s presentation and Committee asked for more clarification. She noted that the changes had been done by the OCA and addressed with Continental/Ferguson Lansing LLC.

MOTION BY COUNCIL MEMBER SPADAFORE TO APPROVE THE AMENDED AND RESTATED REAL ESTATE PURCHASE AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LANSING AND THE CONTINENTAL/FERGUSON LANSING LLC. MOTION CARRIED 8-0.

**ADJOURN**
The meeting was adjourned at 7:48 p.m.
Respectfully Submitted by,
Sherrie Boak, Recording Secretary
Lansing City Council
Approved by the Committee on
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**DOWNTOWN LANSING, INC. FUND REVENUE** $1,015,861 $ 891,500 $ 891,500 $ 981,678 $ 634,000

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<td>12,102</td>
<td>12,621</td>
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<tr>
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<tr>
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**DOWNTOWN LANSING, INC. FUND EXPENSES** $1,005,906 $ 891,500 $ 891,500 $ 972,133 $ 634,000

---

3/29/2019 Other Funds - 21 of 41
Lansing Economic Development Corporation (LEDC)

Established in 1976 to provide economic development services to the City of Lansing

Main objectives include:

• Provide Business Expansion, Retention and Attraction Services
• Facilitate Real Estate & Place Based Development Projects
• Facilitate Corridor Improvement Authorities
• Promote investment into the City’s Opportunity Zones
• Manage the City’s Façade Improvement Program
Lansing Brownfield Redevelopment Authority (LBRA)

• Established in 1997 to redevelop blighted, functionally obsolete and contaminated properties in Lansing

• Provides financing to fund brownfield activities such as environmental clean up, demolition, site preparation and utilities to allow redevelopment of vacant and underutilized sites
Recent projects includes Capital City Market, Former EDS Site, Oliver Towers, Former YMCA Site and Dunckle Redevelopment Project.
Lansing Tax Increment Finance Authority (TIFA)

• Created in 1982 to use tax exempt financing to fund public assets in Downtown that promote economic development

• Projects financed by the TIFA include the Lansing Center, the joint County/City Court Building, the City’s Public Parking facilities and improvements to Washington Square

• All of these valuable public assets help promote economic activity and job creation in Lansing
City of Lansing contracts with LEDC

The City of Lansing enters into an annual contract with the LEDC to provide Economic Development Services

FY2019-2020 LEDC Economic Services: $300,000
FY2019-2020 LEDC Façade Improvement Program: $175,000
FY2019-2020 Total City Budget Request: $475,000
LEDC contracts with Lansing Economic Area Partnership (LEAP)

• LEDC enters into an annual contract with LEAP to provide the City with Economic Development services.

• Under this contract LEAP also provides services to Lansing Brownfield Redevelopment Authority (LBRA) and Lansing Tax Increment Finance Authority (TIFA).

• LEDC contracts separately with LEAP to operate and manage the Façade Improvement Program.
Business Expansion & Retention

• In 2018, LEAP successfully facilitated 19 Business and Real Estate Placemaking projects in the City of Lansing.

• These projects will result in $217M of private investment in the City.

• The projects will create 770 new jobs and retain 65 jobs.
<table>
<thead>
<tr>
<th>Project Name</th>
<th>Private Investment</th>
<th>FTE Jobs Created (Est.)</th>
<th>FTE Jobs Retained (Est.)</th>
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</thead>
<tbody>
<tr>
<td>3600 Dunckel Redevelopment</td>
<td>$52,000,000</td>
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<tr>
<td>Mid-West Self Storage (930 W. Holmes)</td>
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<tr>
<td>735 Hazel Redevelopment (The Wing)</td>
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<tr>
<td>Ellison Brewery &amp; Spirits REO Town Brewery</td>
<td>$3,000,000</td>
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<tr>
<td>Capital City Market (600 E. Michigan)</td>
<td>$41,500,000</td>
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<td>Fledge 2.0 Lansing</td>
<td>$300,000</td>
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<tr>
<td>ASK Expansion/HQ Relocation</td>
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<tr>
<td>Mr. Taco Restaurant</td>
<td>$350,000</td>
<td>15</td>
<td>0</td>
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<tr>
<td>Lansing Riverfront Park</td>
<td>$718,000</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Beacon Southwest Park</td>
<td>$300,000</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>517 Coffee Company</td>
<td>$80,000</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>Project Name</td>
<td>Private Investment</td>
<td>FTE Jobs Created (Est.)</td>
<td>FTE Jobs Retained (Est.)</td>
</tr>
<tr>
<td>--------------------------------------</td>
<td>---------------------</td>
<td>-------------------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>LOC</td>
<td>$96,500,000</td>
<td>500</td>
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<tr>
<td>B2 Outlet - Edgewood</td>
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<td>5</td>
<td>0</td>
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<tr>
<td>Biggby Coffee - CFP</td>
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<td>3</td>
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</tr>
<tr>
<td>Wheel House Studio - CFP</td>
<td>$4,478</td>
<td>1</td>
<td>0</td>
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<tr>
<td>REACH Studio Art - CFP</td>
<td>$39,000</td>
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<td>0</td>
</tr>
<tr>
<td>204 E. Grand River - CFP</td>
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<td>0</td>
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<tr>
<td>Mourer-Foster Insurance - CFP</td>
<td>$7,500</td>
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<td>0</td>
</tr>
<tr>
<td>Bake n Cakes - CFP</td>
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<tr>
<td><strong>TOTALS for 2018</strong></td>
<td><strong>$217,236,585</strong></td>
<td><strong>770</strong></td>
<td><strong>65</strong></td>
</tr>
</tbody>
</table>

*CFP: City of Lansing Corridor Façade Program*
Contact Information

Karl Dorshimer, Vice President – Economic Development
Lansing Economic Area Partnership
P: (517) 702-3387 - 210
E: karl@purelansing.com
2018
LANSING ECONOMIC DEVELOPMENT CORPORATION REPORT

LEDC Lansing Economic Development Corporation
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<th>Section</th>
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<td>Economic Development Projects</td>
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<td>4</td>
<td>Projects in the Pipeline</td>
</tr>
<tr>
<td>4</td>
<td>2018 Projects Compared to Previous Years</td>
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<td>5</td>
<td>Corridor Facade Program</td>
</tr>
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<td>7</td>
<td>Public Space Design Committee</td>
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<td>Southwest Lansing Initiative</td>
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<tr>
<td>15</td>
<td>Business Financing Assistance Program</td>
</tr>
<tr>
<td>15</td>
<td>CDBG Facade Grant</td>
</tr>
<tr>
<td>15</td>
<td>EPA Brownfield Coalition Assessment Grant</td>
</tr>
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</table>
**ECONOMIC DEVELOPMENT PROJECTS**

2018 was another great year for the Lansing Economic Development Corporation (LEDC). The LEDC continued to focus on economic development projects in the City of Lansing. For the entire 2018 calendar year, the LEDC, working with the Lansing Brownfield Redevelopment Authority, Mayor Andy Schor’s office and the Lansing City Council, gained approval of financing and development incentives, and provided assistance to make 19 development projects possible. These 19 projects represent $217M in private investment that will create 776 jobs and retain 65 jobs in Lansing.

The $217M of private investment is split evenly between Business Expansion ($109M) and Real Estate/Place Based ($108M) economic development projects. For jobs, the numbers are 670 for Business Expansion projects and 165 for Real Estate/Place Based projects.

Some notable projects in 2018 are:

The Capital City Market project located at 600 East Michigan will provide a long-awaited urban grocery store to downtown Lansing. This great $41.5 million mixed-use project will also provide a second hotel downtown and additional apartment units.

A 286-unit market rate multifamily apartment community to be built at 3600 Dunckle Road in Lansing. The $52 million project will start with the remediation and demolition of the existing vacant 102,000 square feet former hotel building. Then construction will begin, and it is scheduled to be completed by June 30, 2021. The Developer has also agreed to fund $500,000 in public improvements at the intersection of the Dunckle and Collins Roads.

The redevelopment of the former EDS building at 930 W. Holmes Road. This $5.7 million project will repair and redevelop a long vacant site in south Lansing. Included in the redevelopment plans are streetscape improvements and more than $500,000 of private funds to be spent on public
infrastructure improvements turning 2 acres of impervious asphalt surface parking into green space.

Other LEDC projects, currently underway, include the redevelopment of Oliver Tower and former YMCA sites. These two projects together represent another $40M in private investment bringing two long vacant buildings back to life and providing over 200 new apartment units to help revitalize Lansing Downtown.

PROJECTS IN THE PIPELINE

The typical economic development project takes several years to go from an idea (Lead) to a plan (Prospect) to an approved project. The LEDC closed the year 2018 with many exciting and promising projects in the works for 2019. Currently there are 30 projects at either the Lead or Prospect stage representing an estimated $547M of private investment with the potential to directly create or retain 1,111 jobs in Lansing. (See attached spreadsheet for details)

2018 PROJECTS COMPARED TO PREVIOUS YEARS

In Economic Development, it is helpful to put current results in context with previous years to gain a historical perspective. Over the previous 10 years from 2008 to 2017, the LEDC has averaged 11 approved projects per year leveraging $236M of private investment per year creating 498 jobs and retaining 576 jobs per year. This compares favorably with last years’ numbers of 19 projects, $217M in private investment, the creation of 776 jobs and retention of 65 jobs.

Looking forward in 2019, the LEDC has the potential to have an extraordinary year for economic development projects.
CORRIDOR FACADE PROGRAM

The City of Lansing introduced the Corridor Façade Grant program in 2017 as part of an ongoing commitment to help local businesses thrive and expand. After successful completion of the FY 2017/2018 Targeted Pilot Facade Improvement Program, Mayor Schor announced the continuation of the Program for FY 2018/2019 and City Council increased the funding for the program from $15,000 to $150,000.

The program is designed to assist business owners in making improvements to the exterior of their commercial properties. Enhancements can include new siding, architectural features, signage, lighting, awnings and more. The program requires applicants to provide a dollar-for-dollar match in order to receive the grant.

In order to reach the maximum number of businesses, different tools were used for marketing and promoting the program including mass mailing, social media and community outreach. Approximately 2,500 program postcards have been delivered to the businesses in the City of Lansing. A separate URL (www.purelansing.com/corridorfacade) has been created with program details and pre-application form. LEAP partnered with 7C Lingo, a multi-language support center, to provide program details in multiple languages including Arabic, Spanish and Mandarin to provide equal opportunity to all populations.

A Design Committee was established to review and analyze the facade project applications. The committee is comprised of local design, building & safety, neighborhood and business experts. The committee recommends projects for Mayor’s final approval. After successful completion of the program, Mayor Schor hosts a ribbon cutting at the business location, and the businesses' stories are featured on LEAP as well as the City’s social media channels.

The Façade Program recipients are in all quadrants of the city and are on well-traveled corridors. A total of $148,632.84 have been committed in grant funding leveraging approximately $400,000 of private investment toward façade improvements.
Façade Projects Completed:

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Address</th>
<th>Grant Type</th>
<th>Grant Amount</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bake N’ Cakes</td>
<td>6030 S. Martin Luther King Jr Blvd</td>
<td>Micro Grant</td>
<td>$7,933</td>
<td>$15,866</td>
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<td>REACH Art Studio</td>
<td>1800-1814 S. Washington Avenue</td>
<td>Design Grant</td>
<td>$1,500</td>
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<tr>
<td>Lam’s Sweeper Shop</td>
<td>2511 E. Michigan Avenue</td>
<td>Design Grant</td>
<td>$2000</td>
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Façade Projects Underway:

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Address</th>
<th>Grant Type</th>
<th>Grant Amount</th>
<th>Total Cost</th>
</tr>
</thead>
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<tr>
<td>Biggby Coffee</td>
<td>2002 W. Saginaw Highway</td>
<td>Full Grant</td>
<td>$20,000</td>
<td>$44,000</td>
</tr>
<tr>
<td>Wheelhouse Studio</td>
<td>1103 S. Washington Avenue</td>
<td>Micro Grant</td>
<td>$4,477.52</td>
<td>$8,955.04</td>
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<tr>
<td>REACH Art Studio</td>
<td>1800-1814 S. Washington Avenue</td>
<td>Full Grant</td>
<td>$18,500</td>
<td>$59,000</td>
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<td>204 Caesar E. Chavez</td>
<td>204 Caesar E. Chavez</td>
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<td>Piazzano’s</td>
<td>1825 North Grand River Avenue</td>
<td>Full Grant</td>
<td>$20,000</td>
<td>$200,000</td>
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<td>The Camera Shop</td>
<td>6006 South Pennsylvania Avenue</td>
<td>Design Grant</td>
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<td>Auto Wash</td>
<td>5401 South Pennsylvania Avenue</td>
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<td>$29,000</td>
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<td>Community Realty LLC</td>
<td>2325 South Cedar Street</td>
<td>Micro Grant</td>
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<td>$35,000</td>
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<tr>
<td>909 &amp; 913 West Saginaw</td>
<td>909 &amp; 913 West Saginaw Street</td>
<td>Full Grant</td>
<td>$20,000</td>
<td>$48,985</td>
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<td>Soldan’s Pet Supplies</td>
<td>5200 South MLK Jr. Blvd</td>
<td>Micro Grant</td>
<td>$5,424</td>
<td>$10,848</td>
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</table>
PUBLIC SPACE DESIGN COMMITTEE

To increase the community impact and visual appeal of new economic development projects, additional investments in public infrastructure have been incorporated into development project plans. To best direct these new investments, a Public Space Design Committee was formed in 2018. The volunteer Committee members, including architects and engineers, work with the development team to create design plans.

In 2018, there were two notable commitments in public infrastructure improvements that utilized the Committee, totaling $1,109,625 in investment. These projects are the 930 W. Holmes Project-Former EDS Building ($609,625) and the 3600 Dunckel Rd. Project ($500,000). The Committee is currently reviewing these projects and will have finalized recommendations in 2019.

CORRIDOR IMPROVEMENT AUTHORITY

In 2005, the Michigan Legislature enacted Public Act 280 (which is now called Act 57 of 2018), the Corridor Improvement Authority Act, allowing cities, villages, and townships to create a Corridor Improvement Authority (CIA), which allows the use of tax increment financing to make capital improvements within an established commercial district.

The City has two operating corridor improvement authorities for Saginaw Street and Michigan Avenue. The City is also working towards establishing new CIAs for North Grand River and South Martin Luther King Boulevard.

Michigan Avenue Corridor Improvement Authority

“Good health is contagious, Catch some on the East Side”

<table>
<thead>
<tr>
<th>Michigan Corridor Improvement Authority</th>
<th>Established in November 2009</th>
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</thead>
<tbody>
<tr>
<td>Designated Area</td>
<td>500 feet north and south of the centerline of Michigan Avenue</td>
</tr>
<tr>
<td>Members</td>
<td>Appointments &amp; Terms</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>-----------------------------------------------------------</td>
</tr>
<tr>
<td>Yvette Collins, Recording Secretary</td>
<td>Appointed August 2018 for 6/30/2021</td>
</tr>
<tr>
<td>Joan Nelson, Vice Chair</td>
<td>Reappointed for 6/30/2019</td>
</tr>
<tr>
<td>Joseph Ruth</td>
<td>Reappointed in November 2018 for 6/30/2022</td>
</tr>
<tr>
<td>Scott Gillespie</td>
<td>Reappointed in December 2018 for 6/30/2021</td>
</tr>
<tr>
<td>Jonathan Lum, Chair</td>
<td>Reappointed in November 2018 for 6/30/2020</td>
</tr>
<tr>
<td>Elaine Barr, Treasurer</td>
<td>Appointed in May 2018 for 6/30/2019</td>
</tr>
<tr>
<td>Andrea McSwain</td>
<td>Appointed in December 2018 as Mayor’s Designee</td>
</tr>
</tbody>
</table>

**Current Status:**

The Michigan Avenue Corridor Improvement Authority has appointed three new members in 2018 including two board members and a Mayor’s Designee. Two members have been re-appointed in 2018 with renewed terms.

MACIA board has elected its officers in the Annual Meeting and established its meeting schedule for the year. The Bylaws for Michigan Avenue CIA have been approved by the City Council on April 22, 2019. The board has planned to update the Development and TIF Plan in the next meetings involving the representatives from the City, CATA and Community Foundation.

**MACIA Goals:**

The MACIA intends to prioritize funds around accentuating and enhancing new and existing infrastructure, in line with the City of Lansing’s Capital Improvement Plan, and conceptually focuses on enabling multi-modal transit, complete streets and creating sense of place. This entails the installation of benches, trashcans, landscaping, pedestrian lighting, median treatments, bicycle racks, public art, banners, wayfinding signage and other needed placemaking elements.

The MACIA acknowledges the benefit of cohesive planning, visioning and marketing identified properties and proposes to correct and prevent deterioration through leading proactive activities like evaluating current properties, engaging with current property owners and assisting with marketing available properties, when appropriate. With Lansing Economic Area Partnership, the authority will identify and pursue city, state and federal incentives and any other applicable grant...
programs that align with the goals of the MACIA. The MACIA proposes to offer incentives like facade grant programs, if funding is available, to assist with building improvements and restoration. To protect existing corridor assets, CIA proposes to support and strengthen commercial code compliance and coordinate with the City of Lansing and community-based organizations on events to clean and beautify the corridor.

The MACIA will work closely with community-based organizations and organized neighborhood groups on community engagement and planning for projects on corridor, including development of strategies for transition between commercial and residential.

**Saginaw Street Corridor Improvement Authority**

| Saginaw Street Corridor Improvement Authority | Established in August 2009 |
| Designated Area | 500 feet north and 500 feet south of the centerline of Saginaw Street |
| | The western City Limits along Saginaw Street, east to Pennsylvania Avenue |

<table>
<thead>
<tr>
<th>Members</th>
<th>Appointments &amp; Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tiffany Dowling</td>
<td>Appointed in August 2017 for 6/30/2020</td>
</tr>
<tr>
<td>Jonathan Lukco, Chair</td>
<td>Reappointed in May 2018 for 6/30/2019</td>
</tr>
<tr>
<td>Diane Sanborn, Treasurer</td>
<td>Appointed in December 2018 for 6/30/2022</td>
</tr>
<tr>
<td>Sean Hammond, Vice Chair</td>
<td>Appointed in December 2018 for 6/30/2020</td>
</tr>
<tr>
<td>Claire Corr, Recording Secretary</td>
<td>Reappointed in July 2018 for 6/30/2022</td>
</tr>
<tr>
<td>Jessica Yorko</td>
<td>Appointed in December 2018 for 6/30/2021</td>
</tr>
<tr>
<td>Jim Houthoofd</td>
<td>Appointed February 2019 for 6/30/2021</td>
</tr>
</tbody>
</table>

**Current Status:**

The Saginaw Street Corridor Improvement Authority (SSCIA) has appointed three new members while two members have been re-appointed in 2018 with renewed terms.
SSCIA board has elected its officers in the Annual Meeting and established its meeting schedule for the year. The Bylaws for Saginaw Street CIA have been approved by the City Council on April 22, 2019. The SSCIA board is working to establish a strong communication and outreach strategy and revise the Development and TIF Plan.

SSCIA Goals:

The SSCIA intends to focus on projects in four categories used by the National Main Street Model – Design, Economic Restructuring, Organization, and Promotions/Marketing. The SSCIA plans to work with the stakeholders of Saginaw Street to incorporate new and innovative features like adding greenery, trees, and public spaces along both the Saginaw and Oakland corridors making it an inviting corridor that can support a variety of retail and other businesses.

The SSCIA will work towards creating the Saginaw-Oakland corridor into a healthy commercial core by commercial property code enforcement, filling vacant buildings, façade improvement, and infill development on vacant parcels. The authority intends to establish business recruitment programs and revolving micro-loan fund to attract and assist new businesses and development to the district. Additionally, in order to successfully accomplish commercial corridor revitalization, fundraising and volunteer development will be carried out. The authority aims to market and brand the district to draw in a strong customer base, help businesses thrive, create a unique gathering place for residents and visitors, and promote a positive image of the Saginaw corridor through a variety of cooperative marketing.

Potential Corridor Improvement Authorities

The City of Lansing has been actively pursuing ways to create vibrant corridors and eliminate economic deterioration. In order to maintain and upgrade the economic viability of two of the most critical corridors, North Grand River and South Martin Luther King Boulevard, the City administration determines that it is necessary to create corridor improvement authorities in these districts.

In the fourth quarter of 2018, exploratory study plans for North Grand River and South Martin Luther King Boulevard have been created with proposed development areas, potential businesses and neighborhood associations, available properties and opportunity zones in the corridors for Mayor’s review. The plans were discussed with the Mayor’s administration.
In 2019, stakeholders and key players of the corridors have been reached out to create exploratory committees to discuss the opportunities, needs and development priorities of the corridors. Based on the meetings with the committees, a feasibility determination with priority projects and tax projections will be presented to Mayor Schor for approval and founding resolutions and designated areas for the CIAs will be proposed to the City Council for consideration.

A meeting with the Exploratory Committee for North Grand River Avenue was held in April 2019 to discuss strengths and opportunities in the corridor. The Committee also identified priorities for the stakeholder group. Another meeting to further discuss the corridor will be held in May 2019. The process to create an exploratory committee for South MLK is in the works.

**OPPORTUNITY ZONES**

Opportunity Zones are a community development program established by Congress in the Tax Cuts and Jobs Act of 2017 to encourage long-term private sector investments in targeted urban and rural communities nationwide. The Opportunity Zones program provides a tax incentive for investors to re-invest their unrealized capital gains into Opportunity Funds that are dedicated to investing into designated Opportunity Zones.

The City of Lansing has designated seven opportunity zones in widespread priority areas, which will potentially help attract investors and capital to improve vital corridors in the city.

<table>
<thead>
<tr>
<th>Designated Area</th>
<th>Census Tract</th>
</tr>
</thead>
<tbody>
<tr>
<td>North Cedar/Larch Corridor</td>
<td>66</td>
</tr>
<tr>
<td>South Martin Luther King Corridor, Southwest Lansing</td>
<td>37, 36.02, 51</td>
</tr>
<tr>
<td>South Cedar Corridor-West/l 96</td>
<td>53.03</td>
</tr>
<tr>
<td>North Grand River Corridor</td>
<td>33.01</td>
</tr>
<tr>
<td>Downtown Lansing/Washington Square</td>
<td>67</td>
</tr>
</tbody>
</table>
An interactive map for Opportunity Zones in the City of Lansing is created, highlighting the designated areas and showcasing available properties and businesses in those areas. Prospectuses on the designated districts of the City have been created underlining the significance of the district and available opportunities. The information on Opportunity Zones in the City is available at [www.purelansing.com/opportunityzones/lansing](http://www.purelansing.com/opportunityzones/lansing). City of Lansing is one of the 27 cities in the nation to create an Opportunity Zones Investment Prospectus which is available at [http://www.acceleratorforamerica.com](http://www.acceleratorforamerica.com).

In the last quarter of the year, LEAP reached out to fifty national and local entities to promote opportunity zones in the City of Lansing. The reach out efforts, in return, generated growing interest among local leaders to invest in the opportunity zones as well as establish opportunity funds.

To market and promote the program, several tools are utilized including collaborating with the experts for blog posts and video blogs. In the last quarter of 2018, an interview blog post was conducted with the local developers, Urban Systems, which generated a lot of interest. In 2019, LEAP’s team has been working with Accelerator for America and the Meeting of the Minds to promote Opportunity Zones of the City of Lansing.

LEAP has created the Opportunity Zones Network with local and national experts to educate and facilitate potential investors and developers interested in businesses/properties in the opportunity zones in the City of Lansing and the region. Local and national financial institutions, law firms, real estate development firms, community development organizations and municipalities are some of the members of the network.

**SOUTHWEST LANSING INITIATIVE**

The Southwest Lansing Initiative began in 2016 with the Southwest Lansing Action Plan. The Plan process was managed by LEAP and outlined community-driven steps to increase investment, support businesses, and create public amenities in the Pleasant Grove and Holmes area. There were many accomplishments in 2018 including the formation of SouthWest Action Group (SWAG) into a non-profit entity, the acquisition of property for the development of a Town
Square, and the Beacon Field Southwest project getting underway. Beacon Field SW is a $450,000 project that follows the model established by the successful construction of the original Beacon Field just north of the Capitol Building in downtown Lansing. It is located near the corner of Holmes and Pleasant Grove roads and will include:

- 60’x120’ synthetic professional grade turf playing surface
- 48” perimeter kick board, Post and netting on goals
- LED light fixtures
- KaBOOM playground
- Walking path
- Native Plantings

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<tr>
<th>Date</th>
<th>Event Description</th>
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<td>February 2018</td>
<td>SouthWest Action Group formed as a non-profit entity</td>
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<td>Beacon Field SW Project Plan and Budget Finalized. Funding committed from the City of Lansing Parks and Recreation Department FY2019 Budget</td>
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<td>July 2018</td>
<td>SouthWest Action Group raised $7,875 to use towards the purchase of the Town Square Property at 3418 Pleasant Grove Road</td>
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<td>September 2018</td>
<td>SouthWest Action Group closed on the Town Square Property</td>
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<td>October 2018</td>
<td>Groundbreaking on Beacon Southwest Soccer Field</td>
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<td>December 2018</td>
<td>Opening of BSW Soccer Field, launch of MEDC PSCP Patronicity Campaign to raise final $100k for playground and trail construction</td>
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<tr>
<td>January 2019</td>
<td>Town Square Design/Construction Plan Finalized, PSCP Campaign Successful</td>
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<tr>
<td>Spring 2019</td>
<td>Planned completion of playground and trail facilities</td>
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<td>Late 2019/ Early 2020</td>
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BUSINESS FINANCING ASSISTANCE PROGRAM

The LEDC Board approved two Micro-Loans for $40,000. The loans provide accessible gap financing and have favorable terms for applicants with strong business plans. The approved grants include:

➢ Mr. Taco Restaurant - $15,000 LEDC Micro Loan awarded to reopen an original South Martin Luther King Jr. Blvd. location of the beloved Lansing restaurant.
➢ 517 Coffee Company - $25,000 LEDC Micro Loan awarded for new roasting operations and café location in Pleasant Grove Plaza.

In December of 2018, the LEDC Loan Committee reviewed a $143,100 loan application for Pablo’s Mexican Restaurant in REO Town. The project calls for the redevelopment of a former Standard Oil Service Station into a Mexican Restaurant. Pablo Maldonado hopes to recreate the success he’s had with the well-established and popular Pablo’s Panaderia in Old Town. The Loan was approved by the LEDC Board and City Council in early 2019.

CDBG FACADE GRANT

The LEDC managed a Community Development Block Grant façade grant program in Southwest Lansing. One project has been awarded thus far, the 1910 Market at 2201 W. Holmes Rd. The overall project is $65,400 ($49,050 award & $16,350 match) and includes new siding, entryway, lighting, awnings, and signage. Construction is underway and is expected to finish in spring 2019.

EPA BROWNFIELD COALITION ASSESSMENT GRANT - FY2019 PROPOSAL

The U.S. Environmental Protection Agency (EPA) accepted applications for Fiscal Year 2019 funding, due January 31, 2019, for brownfields grants including grants of $600,000 for coalitions of local governments and non-profits which can be used for assessment and reuse planning at brownfield sites.

Brownfields are properties such as former industrial sites, closed gas stations, dumps, or other sites that are vacant or underutilized due to contamination, perceived contamination, or blight. The cleanup and revitalization of brownfields can provide many community benefits, including
protection of public health and the environment, opportunities for economic development, opportunities to grow advanced manufacturing and create jobs, neighborhood improvement, opportunities for creation of parks and community spaces, protect our shared water resources, and other benefits.

The Lansing region, including the Lansing Brownfield Redevelopment Authority (LBRA), the City of Lansing, the City of East Lansing, Clinton County, Eaton County, and Ingham County, have worked together in collaboration to revitalize brownfields and secure more resources for redevelopment of these sites for both the individual communities and the environmental health of the broader region. These entities have formed the “Lansing Regional Brownfields Coalition” (LRBC) in order to address the challenge of many brownfield sites throughout our community. The LRBC was last awarded the EPA Coalition Assessment Grant in FY2015 for $500,000 in which the LBRA was the applicant in partnership with the region. The FY2015 grant has been fully expended and funded vital assessment activities at 42 brownfield sites throughout the region, 17 of which are located in the City of Lansing, including for the LorAnn Oils expansion, Oliver Towers Project, and the Provident Place Development on Michigan Avenue.

LEAP is leading the effort to seek, administer and implement new funding to support the Lansing Regional Brownfields Coalition and its local government participants, including the preparation and submission of a $600,000 grant proposal to the EPA for a Brownfield Coalition Assessment Grant. The EPA will announce awardees in Mid-2019.
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Administration Total

$2,114,751 $2,218,831 $2,218,831 $2,181,738 $2,462,000
## LANSING ECONOMIC DEVELOPMENT CORPORATION

### FY 2019/2020 BUDGET

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<td>PLAN 60 RISE PROPERTIES</td>
<td>519,766</td>
<td>454,676</td>
<td>897,711</td>
</tr>
<tr>
<td>PLAN 61 FELDKOUTS</td>
<td>514</td>
<td>1,423</td>
<td>1,421</td>
</tr>
<tr>
<td>PLAN 62 OLIVER TOWERS</td>
<td>28,427</td>
<td>28,592</td>
<td>28,314</td>
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<tr>
<td>PLAN 63 2000 BLOCK</td>
<td>1,708</td>
<td>82,262</td>
<td>52,370</td>
</tr>
<tr>
<td>PLAN 65 SOUTH STREET</td>
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<td>2,589</td>
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<tr>
<td>PLAN 66 FLUID CHILLERS</td>
<td>-</td>
<td>23,893</td>
<td>16,394</td>
</tr>
<tr>
<td>PLAN 71 NEogen</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>PLAN 74 MIDWEST SELF STORAGE</td>
<td>-</td>
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<tr>
<td>HAZ SUB-BROWNFIELD EPA (2015)</td>
<td>27,313</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>PETRO-BROWNFIELD EPA (2015)</td>
<td>2,010</td>
<td>-</td>
<td>-</td>
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<tr>
<td>FEDERAL GRANTS (EPA BCRLF)</td>
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<td>527,195</td>
<td>527,195</td>
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<td>-</td>
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<tr>
<td>MDEQ GRANT</td>
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<tr>
<td>MDEQ LOAN</td>
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Total Revenue $2,497,296 $5,132,268 $4,567,582 $3,607,375
# Lansing Brownfield Redevelopment Authority

## FY 2019/2020 Budget

<table>
<thead>
<tr>
<th></th>
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</thead>
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<tr>
<td>PETRO BROWNFIELD EPA (2015)</td>
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<td>MDEQ GRANT</td>
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<tr>
<td>MDEQ LOAN</td>
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<td>CAPITAL OUTLAY/CONSTRUCTION (EPA BCR LF)</td>
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<tr>
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<td>301</td>
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<td>PLAN 14 PRUDDEN</td>
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<td>130,990</td>
<td>134,240</td>
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<td>PLAN 23 STADIUM PTR</td>
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<td>120,332</td>
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<td>13,379</td>
<td>13,302</td>
<td>10,124</td>
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<td>PLAN PLAN 37 CEDAR ST SCHOOL</td>
<td>17,647</td>
<td>10,407</td>
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<td>16,308</td>
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<td>PLAN 40 POINT NORTH</td>
<td>20,843</td>
<td>21,257</td>
<td>25,960</td>
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<td>PLAN 42 NU UNION</td>
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<td>11,681</td>
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<td>PLAN 8b JNL</td>
<td>97,088</td>
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<td>97,618</td>
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<td>PLAN 56 EMERGENT BIOSOLUTION</td>
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<td>196,638</td>
<td>200,090</td>
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<td>PLAN 52 MARKETPLACE PARTNER</td>
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<td>PLAN 55A BALL PARK NORTH</td>
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<td>PLAN 58 HIGH GRADE MATERIALS</td>
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<td>10,848</td>
<td>-</td>
<td>11,699</td>
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<td>PLAN 59 4000 N GRAND</td>
<td>-</td>
<td>99</td>
<td>-</td>
<td>257</td>
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<tr>
<td>PLAN 60 RISE PROPERTIES</td>
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<td>897,711</td>
<td>1,290,714</td>
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<td>PLAN 61 FELDKOUTS</td>
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<td>1,423</td>
<td>1,421</td>
<td>2,494</td>
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<tr>
<td>PLAN 62 OLIVER TOWERS</td>
<td>28,427</td>
<td>28,592</td>
<td>28,314</td>
<td>28,828</td>
</tr>
<tr>
<td>PLAN 63 2000 BLOCK</td>
<td>-</td>
<td>82,262</td>
<td>-</td>
<td>54,392</td>
</tr>
<tr>
<td>PLAN 65 SOUTH STREET</td>
<td>-</td>
<td>5,360</td>
<td>-</td>
<td>2,525</td>
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<tr>
<td>3 Mills of SET STATE BRF</td>
<td>28,048</td>
<td>31,109</td>
<td>47,600</td>
<td>68,918</td>
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<tr>
<td>PLAN 5 EAST VILLAGE (Formerly BTS)</td>
<td>52,644</td>
<td>271,621</td>
<td>276,077</td>
<td>142,449</td>
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<tr>
<td>PLAN 66 FLUID CHILLERS</td>
<td>-</td>
<td>23,893</td>
<td>16,394</td>
<td>31,580</td>
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<tr>
<td>PLAN 71 NEOGEN</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>2,453</td>
</tr>
<tr>
<td>PLAN 74 MIDWEST SELF STORAGE</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>8,421</td>
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<tr>
<td><strong>Total Expenses</strong></td>
<td><strong>$1,872,067</strong></td>
<td><strong>$5,132,268</strong></td>
<td><strong>$4,240,989</strong></td>
<td><strong>$3,607,375</strong></td>
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<tr>
<td><strong>Difference</strong></td>
<td><strong>$625,229</strong></td>
<td><strong>-$</strong></td>
<td><strong>$326,593</strong></td>
<td><strong>$-$</strong></td>
</tr>
</tbody>
</table>
Lansing Entertainment & Public Facilities Authority

Transforming the entertainment landscape of the region.

Like/follow our properties & events on Facebook and Twitter.
GROESBECK GOLF COURSE HIGHLIGHTS

• New entrance completed and additional signage scheduled for completion/opening late April

• Comprehensive review of staffing needs, hiring staff and setting expectations, and managing staff based on course demand

• Chronogolf online tee reservation system, app, and Vend POS system in place to maximize revenue potential and golfer's experience

• New food & beverage offerings, new youth golf activities, new customer service elements

• Partnership with Michigan High School Athletic Association (MHSAA), which now allows Groesbeck to independently host high school golf tournaments

• Continue to partner with Parks & Recreation on some non-golf activities

• Leagues have increased 15%, season pass holders increased 300%, overall revenues increased by 180%

• New rates program (no increases to current programs) with discounts to residents

• New website: www.groesbeckgolfcourse.com
LANSING CENTER HIGHLIGHTS

- The convention center held over 289 events this past year (the national average is 294), with nearly 600 event days (total number of days booked per event) and 250,000+ attendees (the national average is 215,450).

- Continued focus on customer service by instituting a new method for customer satisfaction ratings as part of our customer surveys which put a focus on meeting and/or exceeding customer expectations.

- We hosted our first ever “zero waste” event in partnership with the Michigan Department of Environmental Quality (MDEQ). Additionally, in collaboration with the Greater Lansing Jewish Federation and a local rabbi, the Lansing Center executed our first fully kosher event in over 20 years.

- Over 14,000 lbs of re-usable food donated to Greater Lansing Food Bank to help those in our community.

- Lansing Center exceeded national average of occupancy for room usage for similar size facility in similar size market by 9% (according to 2018 Price Waterhouse Cooper convention center report).

- Staff training on safety, autism awareness, and customer service
COOLEY LAW SCHOOL STADIUM HIGHLIGHTS

• The 23rd consecutive season saw 300,000+ attendees to events at Cooley Law School Stadium, including over 225 “non-baseball” events in the stadium. Attendance increase of 4%.

• The stadium hosted the 5th annual Beerfest at the Ballpark, 4th annual Taste of Country concert, and 3rd annual Forks and Corks wine and food event

• Cooley Law School Stadium was named the Midwest League’s Field of the Year

• In 2018, Cooley Law School Stadium hosted the Midwest League All Star game. Cooley Law School Stadium was named Midwest League’s Field of the Year.

• Per cap spending was $15.19 in food and beverage, along with an additional $1.76 in retail sales per cap. Increase in economic impact of nearly 3%.

• Additional fan safety netting was installed per minor league baseball standards.

• Brand new Lansing Ignite professional soccer team added to stadium
COMMON GROUND MUSIC FESTIVAL HIGHLIGHTS

- Held annually at Adado Riverfront Park, Common Ground hosted over 40,000 attendees, with 59% of tickets sold outside of our region and 8% sold outside the state of Michigan (including 48 states). This increased the economic impact by nearly 3%.

- Donated $5,700+ in tickets to 39 auctions throughout the 2018 season. Charitable contributions exceeded $20k.

- 112 volunteers helped throughout the 2018 festival.

- Common Ground Music Festival had over 188 room nights attributed to the festival to local hotel partners.

- 69% of the tickets were purchased by females with over 38% being between the ages of 25-34.

- Media sensation due to Halsey concert drew almost 200 media mentions from national and international media.
BY THE NUMBERS
# Lansing Center Budget/CIP Overview

## Expenses

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries/Wages</td>
<td>2,306,328</td>
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<tr>
<td>F/B Expense</td>
<td>2,011,707</td>
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<tr>
<td>Utilities</td>
<td>990,270</td>
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<tr>
<td>Fringes/Related Costs</td>
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<tr>
<td>Events</td>
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<td>Professional Services</td>
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<td>Repairs/Maintenance</td>
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<td>Supplies/Materials</td>
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<td>Miscellaneous</td>
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<tr>
<td>Marketing</td>
<td>70,000</td>
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<td>Insurance/Bonding</td>
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<tr>
<td>Security</td>
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<tr>
<td>Bad Debt</td>
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<tr>
<td>Leases</td>
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<tr>
<td>Communications</td>
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<td><strong>Total Operating Expense</strong></td>
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<td>Interest of Bank Accounts</td>
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<tr>
<td>Sales/Marketing Reimbur</td>
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<tr>
<td>Income/(Loss)</td>
<td>748,800</td>
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<tr>
<td>Proposed Net City Contribution</td>
<td>748,800</td>
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</table>

## 2019-20 Proposed Budget: Revenues

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Food Services</td>
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<td>Building Rental</td>
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<td>Labor/Service</td>
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<td>Utilities</td>
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<td>Security</td>
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<tr>
<td>Box Office</td>
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<tr>
<td>Miscellaneous</td>
<td>47,486</td>
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<tr>
<td>Parking</td>
<td>25,900</td>
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<tr>
<td>Signage/Promotions</td>
<td>15,000</td>
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<tr>
<td>Sponsorships</td>
<td>15,000</td>
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<tr>
<td>FS-Vend</td>
<td>8,100</td>
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<tr>
<td>FS-Merch</td>
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<tr>
<td><strong>Total Operating Revenues</strong></td>
<td><strong>6,373,363</strong></td>
</tr>
</tbody>
</table>

## Capital Improvement Plan (CIP) 2019/2020

Total requested: $150,000.00

**Items submitted for improvement**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost (approx.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Riverside Balcony Repair (Outside exterior slab built in 1995 is failing, dropped approximately 2.5” in 2018 and is a safety issue)</td>
<td>$80,000.00</td>
</tr>
<tr>
<td>Cooling Tower Repairs (Top water tray has failed that distributes the water down the cooling tower). Cooling tower was installed in 2006. (Life expectancy 10-15 years)</td>
<td>$70,000.00</td>
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</tbody>
</table>
COOLEY LAW SCHOOL STADIUM BUDGET/CIP OVERVIEW

<table>
<thead>
<tr>
<th>Expenses</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Salaries/Wages</td>
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<tr>
<td>Professional Services</td>
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<td>Utilities</td>
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<td>Marketing</td>
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<tr>
<td>Repairs/Maintenance</td>
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<tr>
<td>Supplies/Materials</td>
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<td>Concessions/Catering</td>
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<tr>
<td>Insurance/Bonding</td>
<td>24,444</td>
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<tr>
<td>Depreciation</td>
<td>960</td>
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<tr>
<td>Miscellaneous</td>
<td>22,095</td>
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<tr>
<td><strong>Total Operating Expense</strong></td>
<td><strong>512,846</strong></td>
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<tr>
<td><strong>Income/(Loss)</strong></td>
<td><strong>504,346</strong></td>
</tr>
<tr>
<td><strong>Proposed Net City Contribution</strong></td>
<td><strong>504,346</strong></td>
</tr>
</tbody>
</table>

**2019-20 Proposed Budget: Revenues**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>Equipment Rental</td>
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<tr>
<td>Miscellaneous</td>
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<td><strong>Total Operating Revenues</strong></td>
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**Capital Improvement Plan (CIP) 2019/2020**

Total requested: $75,000.00

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Cost (approx)</th>
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<tr>
<td>Good Hops/The View roof ladder</td>
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<tr>
<td>Repair brick wall (leak above main office)</td>
<td>$18,000.00</td>
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<tr>
<td>Repair cracked concrete (outfield concourse area)</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>Replacement of visitor's locker room roof top HVAC unit</td>
<td>$20,000.00</td>
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<tr>
<td>(original unit (1996) keeps melting ignitor box)</td>
<td></td>
</tr>
<tr>
<td>Turf replacement reserve</td>
<td>$25,000.00</td>
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</tbody>
</table>
### GROESBECK GOLF COURSE BUDGET/CIP OVERVIEW

<table>
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<th>Amount</th>
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</thead>
<tbody>
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<td>Salaries/Wages</td>
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<td>Rents/Leases</td>
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<td>Utilities</td>
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<td>Repairs/Maintenance</td>
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<td>F&amp;B Concessions/Catering</td>
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<td>Insurance/Bonding</td>
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<td>Income/(Loss)</td>
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<td>Proposed Net City Contribution</td>
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<tr>
<td><strong>Total City Contribution</strong></td>
<td>130,000</td>
</tr>
</tbody>
</table>

### 2019-20 Proposed Budget: Revenues

- Green Fees: 289,000
- Equipment Rental: 175
- Product Sales (Merch): 4,850
- Concessions: 68,720
- Power Cart Rentals: 121,100
- Season Pass: 23,000
- Sponsorship: 5,000
- Miscellaneous: 5,000
- **Total Operating Revenues**: 516,845

### Capital Improvement Plan (CIP) 2019/2020

- **Total requested**: $25,500.00

<table>
<thead>
<tr>
<th>Items submitted for improvement</th>
<th>Cost (approx.)</th>
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<tbody>
<tr>
<td>Clubhouse Irrigation</td>
<td>$10,500.00</td>
</tr>
<tr>
<td>Relaying Cart Path (clubhouse cart barn)</td>
<td>$15,000.00</td>
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</table>
FY19/20 GOALS

- Reduce the operating contribution to Groesbeck Golf course and increase rounds by 10% each.

- LEPFA, the Lansing Lugnuts, and Lansing Ignite will continue the efforts of offering affordable, fun entertainment as part of Cooley Law School Stadiums efforts to be a community jewel. Our goal is to increase attendance at the stadium by 20% year over year 2019-2020.

- We are continuing to work with local leaders to change the funding support for the Lansing Center; to include but not limited to regional funding, naming rights sponsorship, and other development options. We aim to further decrease operating contribution while increasing economic impact to our region.

- An emphasis on working with other companies and organizations towards the development of new events and entertainment offerings for the coming year will enable LEPFA to work on its mission as a catalyst to enhance both local and regional economic growth.

- New Branding campaign for LEPFA, new facility audit of Lansing Center to be completed in 2019.
GROESBECK GOLF COURSE PERFORMANCE MEASURES

Operating Contribution from the City of Lansing

- 2017: $544,528
- 2018: $143,000
- 73% Operating Contribution Reduction

Rounds of Golf Comparison

- 2017 9 hole rounds: 14,702
- 2017 9 and 18 hole rounds: N/A
- 2018 9 hole rounds: 29,558
- 2018 9 and 18 hole rounds: 21,523

Operating Revenues

- 2017: $248,717
- 2018: $483,776

Operating Expenses

- 2017: N/A
- 2018: $246,871
PERFORMANCE MEASURES-LEPFA

Lansing Center Occupancy

<table>
<thead>
<tr>
<th>Year</th>
<th>Contracted</th>
<th>Used</th>
<th>National Avg.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>51.4%</td>
<td>54.3%</td>
<td>57.19%</td>
</tr>
<tr>
<td>2018</td>
<td>59.92%</td>
<td>59.92%</td>
<td>59.92%</td>
</tr>
</tbody>
</table>

Sustainable Building Operations

64,696 POUNDS OF MATERIALS WERE DONATED RECYCLED

Cooley Law School Stadium

333,337t ATTENDEES

Lansing Center Attributable Hotel Room Nights

<table>
<thead>
<tr>
<th>Year</th>
<th>Nights</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>25,410</td>
</tr>
<tr>
<td>2018</td>
<td>23,025</td>
</tr>
</tbody>
</table>

HOW DID THAT BREAK DOWN?

- Food: 14,976 lbs.
- Misc: 1510 lbs.
- Print Mix: 1860 lbs.
- Paper: 3620 lbs.
- Boxboard: 1980 lbs.
- Plastic: 5540 lbs.
- Cardboard: 33,040 lbs.
<table>
<thead>
<tr>
<th></th>
<th>Economic Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Lansing Center</td>
</tr>
<tr>
<td>FY 17</td>
<td>$65,185,559</td>
</tr>
<tr>
<td>FY 18</td>
<td>$65,609,374</td>
</tr>
<tr>
<td>Difference</td>
<td>$423,815</td>
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</table>
To stay up to date on our properties, like us on Facebook, and sign up for our events newsletters on lansingcenter.com and groesbeckgolfcourse.com.

Thank You.
### Economic Development & Planning Department

<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
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<td>Salaries</td>
<td>152,020</td>
<td>155,000</td>
<td>155,000</td>
<td>112,500</td>
<td>216,630</td>
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<tr>
<td>101.172601.712000.00000</td>
<td>Longevity</td>
<td>2,300</td>
<td>1,200</td>
<td>1,200</td>
<td>1,500</td>
<td>2,000</td>
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<tr>
<td>101.172601.715300.00000</td>
<td>Fringe Benefits - Fixed</td>
<td>143,073</td>
<td>91,111</td>
<td>91,111</td>
<td>88,000</td>
<td>166,022</td>
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<td>Fringe Benefits - Variable</td>
<td>26,696</td>
<td>50,323</td>
<td>50,323</td>
<td>50,323</td>
<td>60,065</td>
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<td>25,000</td>
<td>25,000</td>
<td>27,934</td>
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<tr>
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<td>Miscellaneous Operating</td>
<td>236</td>
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<tr>
<td>101.172601.742100.00000</td>
<td>Fuel</td>
<td>1,002</td>
<td>1,000</td>
<td>1,000</td>
<td>1,872</td>
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<td>101.172601.743000.00000</td>
<td>Contractual Services</td>
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<td>20,000</td>
<td>20,000</td>
<td>10,000</td>
<td>34,000</td>
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<tr>
<td>101.172601.743720.00000</td>
<td>Information Technology Alloc</td>
<td>107,831</td>
<td>106,753</td>
<td>106,753</td>
<td>106,752</td>
<td>112,534</td>
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<tr>
<td>101.172601.744000.00000</td>
<td>Utilities</td>
<td>1,231</td>
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<td></td>
<td>868</td>
<td>3,180</td>
</tr>
<tr>
<td>101.172601.744200.00000</td>
<td>Telephone</td>
<td>8,245</td>
<td>39,000</td>
<td>39,000</td>
<td>36,564</td>
<td>5,000</td>
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<tr>
<td>101.172601.745200.00000</td>
<td>Equipment Rental</td>
<td>500</td>
<td>200</td>
<td>200</td>
<td>200</td>
<td>500</td>
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<tr>
<td>101.172601.747000.00000</td>
<td>Training</td>
<td>572</td>
<td>2,500</td>
<td>2,500</td>
<td>2,669</td>
<td>3,000</td>
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<tr>
<td>101.172601.748000.00000</td>
<td>Insurance &amp; Bonds</td>
<td>69,191</td>
<td>73,444</td>
<td>73,444</td>
<td>84,556</td>
<td>92,923</td>
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<tr>
<td>101.172601.963002.00000</td>
<td>Neighborhood Grant Program</td>
<td>76,000</td>
<td></td>
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<td>76,000</td>
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<tr>
<td>101.172601.991280.00000</td>
<td>EDC Contract</td>
<td>1,203,500</td>
<td>450,000</td>
<td>450,000</td>
<td>450,000</td>
<td>475,000</td>
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<tr>
<td>101.172601.991570.00000</td>
<td>OP TFR LEPFA Fund</td>
<td>285,000</td>
<td>1,203,300</td>
<td>1,203,300</td>
<td>1,203,300</td>
<td>1,253,146</td>
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**Administration Total**

<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td></td>
<td>$2,114,751</td>
<td>$2,218,831</td>
<td>$2,218,831</td>
<td>$2,181,738</td>
<td>$2,462,000</td>
</tr>
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*3/29/2019 General Fund Expenditures - 6 of 32*
## Lansing Center - LEPFA Operations

### REVENUES

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Rental</td>
<td>$999,000</td>
<td>$999,000</td>
<td>$1,029,000</td>
</tr>
<tr>
<td>Food Services</td>
<td>3,595,252</td>
<td>3,615,056</td>
<td>3,645,668</td>
</tr>
<tr>
<td>Food Services-Vendor</td>
<td>11,505</td>
<td>10,200</td>
<td>8,100</td>
</tr>
<tr>
<td>Equipment Rental</td>
<td>798,600</td>
<td>824,725</td>
<td>957,979</td>
</tr>
<tr>
<td>Utilities</td>
<td>163,500</td>
<td>173,115</td>
<td>182,200</td>
</tr>
<tr>
<td>Signage/Promotions</td>
<td>15,000</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>Sponsorships</td>
<td>15,000</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>Security</td>
<td>75,280</td>
<td>85,390</td>
<td>89,045</td>
</tr>
<tr>
<td>Box Office</td>
<td>22,800</td>
<td>24,800</td>
<td>20,600</td>
</tr>
<tr>
<td>Labor/Service</td>
<td>272,378</td>
<td>308,169</td>
<td>337,385</td>
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<tr>
<td>Parking</td>
<td>16,200</td>
<td>23,100</td>
<td>25,900</td>
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<tr>
<td>Miscellaneous</td>
<td>15,840</td>
<td>16,733</td>
<td>47,486</td>
</tr>
<tr>
<td><strong>Total Operating Revenues</strong></td>
<td><strong>$ 6,003,355</strong></td>
<td><strong>$ 6,110,288</strong></td>
<td><strong>$ 6,373,363</strong></td>
</tr>
</tbody>
</table>

### EXPENSES

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries/Wages</td>
<td>$2,164,432</td>
<td>$2,205,125</td>
<td>$2,306,328</td>
</tr>
<tr>
<td>Fringes/Related Costs</td>
<td>774,174</td>
<td>823,450</td>
<td>822,812</td>
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<tr>
<td>Communications</td>
<td>9,228</td>
<td>9,228</td>
<td>10,428</td>
</tr>
<tr>
<td>Leases</td>
<td>11,543</td>
<td>9,543</td>
<td>9,699</td>
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<tr>
<td>Professional Services</td>
<td>328,227</td>
<td>324,454</td>
<td>338,378</td>
</tr>
<tr>
<td>Utilities</td>
<td>920,010</td>
<td>987,751</td>
<td>990,270</td>
</tr>
<tr>
<td>Marketing</td>
<td>70,000</td>
<td>70,077</td>
<td>70,000</td>
</tr>
<tr>
<td>Repairs/Maintenance</td>
<td>109,452</td>
<td>110,242</td>
<td>107,217</td>
</tr>
<tr>
<td>Supplies/Materials</td>
<td>99,788</td>
<td>97,955</td>
<td>143,200</td>
</tr>
<tr>
<td>Events</td>
<td>440,682</td>
<td>406,410</td>
<td>463,500</td>
</tr>
<tr>
<td>Security</td>
<td>50,180</td>
<td>47,710</td>
<td>52,691</td>
</tr>
<tr>
<td>Insurance/Bonding</td>
<td>66,782</td>
<td>69,792</td>
<td>69,792</td>
</tr>
<tr>
<td>Bad Debt</td>
<td>25,000</td>
<td>2,496</td>
<td>25,000</td>
</tr>
<tr>
<td>Depreciation</td>
<td>2,500</td>
<td>1,965,210</td>
<td>2,496</td>
</tr>
<tr>
<td>Food &amp; Beverage Expense</td>
<td>1,945,046</td>
<td>25,000</td>
<td>2,011,707</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>97,321</td>
<td>104,645</td>
<td>98,645</td>
</tr>
<tr>
<td><strong>Total Operating Expense</strong></td>
<td><strong>$ 7,114,365</strong></td>
<td><strong>$ 7,259,088</strong></td>
<td><strong>$ 7,522,163</strong></td>
</tr>
</tbody>
</table>

### Income/(Loss)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Income/(Loss)</td>
<td>$ (1,114,010)</td>
<td>$ (1,148,800)</td>
<td>$ (1,148,800)</td>
</tr>
</tbody>
</table>

### City Contribution

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>City Contribution</td>
<td>$ 723,800</td>
<td>$ 748,800</td>
<td>$ 748,800</td>
</tr>
</tbody>
</table>

### Interest of Bank Accounts

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Sales/Marketing Reimbursement</td>
<td>$ 390,000</td>
<td>$ 400,000</td>
<td>$ 400,000</td>
</tr>
<tr>
<td>Interest of Bank Accounts</td>
<td>$ 210</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$ 390,210</td>
<td>$ 400,000</td>
<td>$ 400,000</td>
</tr>
</tbody>
</table>

### Income/(Loss)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Income/(Loss)</td>
<td>$ (723,800)</td>
<td>$ (748,800)</td>
<td>$ (748,800)</td>
</tr>
</tbody>
</table>
Cooley Law School Stadium - LEPFA Operations

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>$ 6,000</td>
<td>$ 8,500</td>
<td>$ 8,500</td>
</tr>
<tr>
<td>Total Operating Revenue</td>
<td>$ 6,000</td>
<td>$ 8,500</td>
<td>$ 8,500</td>
</tr>
</tbody>
</table>

**EXPENSES**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries/Wages</td>
<td>$ 56,288</td>
<td>$ 56,363</td>
<td>$ 94,763</td>
</tr>
<tr>
<td>Fringes/Related Costs</td>
<td>28,658</td>
<td>29,270</td>
<td>24,863</td>
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<tr>
<td>Communications</td>
<td>2,496</td>
<td>3,096</td>
<td>7,896</td>
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<tr>
<td>Professional Services</td>
<td>2,500</td>
<td>2,500</td>
<td>-</td>
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<tr>
<td>Utilities</td>
<td>161,129</td>
<td>173,160</td>
<td>209,587</td>
</tr>
<tr>
<td>Marketing</td>
<td>4,160</td>
<td>4,160</td>
<td>4,160</td>
</tr>
<tr>
<td>Repairs/Maintenance</td>
<td>65,852</td>
<td>70,902</td>
<td>82,678</td>
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<tr>
<td>Supplies/Materials</td>
<td>29,628</td>
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<td>29,400</td>
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<td>Concessions/Catering</td>
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<td>Miscellaneous</td>
<td>21,395</td>
<td>21,395</td>
<td>22,095</td>
</tr>
<tr>
<td><strong>Income/(Loss)</strong></td>
<td>$ 405,000</td>
<td>$ 422,300</td>
<td>$ 512,846</td>
</tr>
<tr>
<td>Interest Income</td>
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</table>

**Income/(Loss)**

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
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<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>(399,000)</td>
<td>(413,800)</td>
<td>(504,346)</td>
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**City Contribution**

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>$ 399,000</td>
<td>$ 413,800</td>
<td>$ 504,346</td>
<td></td>
</tr>
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</table>

The increase in the FY 2020 City subsidy increased anticipated costs for games played at the stadium by the Lansing Ignite professional soccer team.
## Fiscal Year 2019/2020 Groesbeck Golf Course Budget - LEPFA Operations

<table>
<thead>
<tr>
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<tbody>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
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</tr>
<tr>
<td>GROESBECK GREENS FEES</td>
<td>$ 254,000</td>
<td>$ 289,000</td>
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<tr>
<td>EQUIPMENT RENTALS</td>
<td>1,500</td>
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<tr>
<td>CONCESSIONS - GROESBECK</td>
<td>66,500</td>
<td>68,720</td>
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<tr>
<td>POWER CART RENTALS - GROESBECK</td>
<td>110,000</td>
<td>121,100</td>
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<tr>
<td>MERCHANDISE SALES</td>
<td>1,500</td>
<td>4,850</td>
</tr>
<tr>
<td>SENIORS &amp; STUDENTS SEASON PASS</td>
<td>3,750</td>
<td>23,000</td>
</tr>
<tr>
<td>SPONSORSHIPS</td>
<td>15,000</td>
<td>5,000</td>
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<tr>
<td>MISCELLANEOUS REVENUE</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>$ 457,250</td>
<td>$ 516,845</td>
</tr>
</tbody>
</table>

| **Expenditures**     |                          |                           |
| SALARIES/WAGES       | 141,000                  | 120,000                   |
| HOURLY WAGES         | 140,000                  | 137,868                   |
| **Subtotal - Wages** | $ 281,000                | $ 257,868                 |
| FRINGE BENEFITS - VARIABLE | $ 34,200              | $ 80,572                  |
| COMMUNICATIONS       | 2,800                    | 9,480                     |
| RENTS/LEASES        | 35,000                   | 32,150                    |
| PROFESSIONAL SERVICES | 12,500                 | 20,000                    |
| UTILITIES            | 50,000                   | 42,150                    |
| MARKETING            | 15,000                   | 18,200                    |
| REPAIRS/MAINTENANCE  | 65,000                   | 71,200                    |
| SUPPLIES/MATERIALS   | 35,000                   | 40,000                    |
| FOOD & BEVERAGE CONCESSIONS | 40,000           | 47,388                    |
| MERCHANDISE          | -                        | 3,225                     |
| INSURANCE/BONDING    | 15,000                   | 16,862                    |
| DEPRECIATION         | 1,000                    | 1,000                     |
| MISCELLANEOUS        | 12,250                   | 6,300                     |
| **Total Expenditures** | $ 598,750            | $ 646,845                 |

**City Contribution**

|                      |                          |                           |
|                      | $ 143,000                | $ 130,000                 |
|--------------|-------------|------------------|------------------------|------------------------|-----------------------------|------------------------|
| 234.000000.603001.00000 | STADIUM FUND REVENUE | | | | | |
| 234.000000.617050.00000 | STADIUM OPERATING REVENUE | 386,944 | 400,000 | 400,000 | 400,000 | 400,000 |
| 234.000000.642001.00000 | REIMBURSEMENTS | 125,000 | 125,000 | 125,000 | 125,000 | 125,000 |
| 234.000000.696101.00000 | NAMING RIGHTS | 117,669 | 120,000 | 120,000 | 120,000 | 120,000 |
| 234.000000.696101.00000 | OPERATING TRANSFER - GENERAL FUND | 525,414 | 512,000 | 512,000 | 512,000 | 697,000 |
| **STADIUM FUND REVENUE Total** | | $1,155,027 | $1,157,000 | $1,157,000 | $1,157,000 | $1,342,000 |
| 234.173903.743000.00000 | STADIUM FUND EXPENDITURES | | | | | |
| 234.173903.744000.00000 | CONTRACTUAL SERVICES | - | - | - | - | 161,000 |
| 234.173903.981000.00000 | UTILITIES | - | - | - | - | 25,000 |
| 234.173903.982000.00000 | PRINCIPAL | 790,169 | 814,100 | 814,100 | 814,100 | 838,700 |
| 234.173903.982000.00000 | INTEREST | 364,858 | 342,900 | 342,900 | 342,900 | 317,300 |
| **STADIUM FUND EXPENDITURES Total** | | $1,155,027 | $1,157,000 | $1,157,000 | $1,157,000 | $1,342,000 |
## FY 2019/2020 Proposed Budget Supplementary Information -- Accounting Level Detail

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3/29/2019

Other Funds - 22 of 41
## FY 2019/2020 Proposed Budget Supplementary Information — Accounting Level Detail

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### MUNICIPAL GOLF COURSES FUND REVENUE

#### Groesbeck

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**Groesbeck Total**

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3/29/2019

Other Funds - 25 of 41
## City Clerk's Office

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**City Clerk's Office Total**: $1,129,514 $1,197,000 $1,197,000 $1,419,175 $1,404,000
WHEREAS, the U.S. Department of Housing and Urban Development (HUD) requires that the City of Lansing submits the Annual Action Plan in order to receive Community Development fund resources, including Community Development Block Grant (CDBG), HOME and Emergency Solutions Grant (ESG) program funds, for the upcoming fiscal year 2019-2020; and

WHEREAS, the CDBG, HOME and ESG entitlement amount allocated to Lansing for the upcoming fiscal year is $2,641,597 which is subject to adjustment by HUD; and

WHEREAS, the City estimates the amount of program income and previous year’s annual funding available to be $1,739,045; and

WHEREAS, pursuant to program requirements, the City has conducted a citizen participation and open review process which has included meetings and public hearings; and

WHEREAS, the City has further promoted participation, input and review in the process by conducting two (2) separate advertised public hearings before the Lansing Planning Board, one on December 4, 2018 regarding housing and community development needs and one on February 5, 2019 regarding proposed Annual Action Plan program objectives and projected use of Federal entitlement and formula program funds; and

WHEREAS, the City did also initiate and carry out the required thirty (30) day public comment period on the proposed 2019-20 Annual Action Plan by publishing a notice of the availability of the plan in the Lansing City Pulse on March 6, 2019; and

WHEREAS, a public hearing was held by the Lansing City Council on April 22, 2019 to again receive citizen comments and recommendations and to give final review to the Annual Action Plan; and

WHEREAS, Federal regulations require the City to make certain certifications and assurances to HUD as a part of the City’s application and Annual Action Plan;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lansing adopts the Annual Action Plan for the City of Lansing that includes housing and community development goals, objectives, strategies, and budget for the use of community development fund resources for fiscal year 2019-2020 as proposed by the Committee on Development and Planning; and

BE IT FURTHER RESOLVED that the Mayor, as the City’s Chief Executive Officer, or his designee is hereby authorized to sign the Annual Action Plan and application for FY 2019-2020, including all understandings, assurances and certifications contained
therein, and to submit the grant application to the Department of Housing and Urban Development; and

BE IT FINALLY RESOLVED that the Mayor or his designee is authorized, as the official representative of the City of Lansing, to set-up budget line items, provide any and all information, to act in connection with the Annual Action Plan application and to execute all agreements, contracts and legal documents, including the agreement between the City and the Department of Housing and Urban Development, to secure CDBG, HOME and ESG funding and implement the Annual Action Plan programs.
The primary objective of Lansing’s Housing and Community Development Program is the development of a viable community which will provide standard housing in a suitable living environment, principally to benefit low and moderate income persons, preserve and expand existing businesses and industries, and create an atmosphere conducive to stability in neighborhoods.

a. Provide standard housing in a suitable living environment through rehabilitation, new construction and improvement of the housing stock primarily in CDBG eligible neighborhoods and in specifically designated housing target areas.

b. Provide housing counseling and assistance that will benefit low and moderate-income households.

c. Promote home ownership for low and moderate-income households and promote deconcentration of poverty.

d. Maintain at current levels the number of public and assisted housing units available to low and moderate-income households.

e. Provide homeless prevention assistance, emergency shelter, street outreach and supportive human services for people with special needs, people who are homeless and those at risk of becoming homeless.

f. Provide assistance for permanent supportive housing and human services for low and moderate income households with a history of chronic homelessness, including those with special needs.

g. Promote economic opportunity for low and moderate-income individuals by facilitating economic development, providing employment opportunity, sponsoring job training, supporting business development, micro-enterprise lending and business or financial educational programs and initiatives.

h. Promote economic development to provide jobs, business services and shopping opportunities for residents located in CDBG eligible areas.

i. Provide community and neighborhood services, recreational opportunities and public facilities and promote neighborhood social cohesion to improve the quality of life in CDBG eligible neighborhoods.

j. Increase security and safety in neighborhoods by supporting public safety and crime prevention initiatives, public educational programs and citizens’ awareness in CDBG eligible areas.

k. Improve the city’s transportation, public facilities and infrastructure systems in CDBG eligible areas.
l. Protect and improve the city’s physical environment, including preventing or eliminating blight, removing lead or other safety hazards, preserving historic resources, mitigating flood hazards, promoting healthy housing and improving energy fitness in housing occupied by low and moderate-income households.

m. Promote fair housing objectives.

n. Provide affordable housing and economic development that benefits low and moderate income people in the context of mixed use development along transit corridors.
COMMUNITY DEVELOPMENT BLOCK GRANT

CDBG Single-family, Owner-Occupied Rehab Program/Public Improvements
Includes loans and grants for rehabilitation of owner-occupied housing units through city sponsored programs, and in conjunction with affordable housing efforts sponsored by nonprofit housing corporations, public and private developers, and other state and federal agencies. Includes funds to meet lead hazard reduction regulations in rehabilitated structures, funds to assist in emergency housing rehabilitation, market analysis activities and technical assistance to nonprofit housing corporations, contractors, and low- and moderate-income households. Includes loans and grants for owner-occupied single-family units through city sponsored programs, loans to rehabilitate historic homes in conjunction with rehabilitation of the unit, and loans or grants for ramps, hazard remediation or weatherization. Includes staff, office space, technical assistance, training and other direct project costs associated with delivery of Community Development Block Grant, HOME, Emergency Solutions Grant and other State and Federal Programs.

General street, sidewalk, water/sewer improvements, including assistance to income eligible owner-occupants or those in CDBG-eligible areas for special assessments related to new improvements. Includes improvements to neighborhood parks, recreational facilities; public neighborhood, medical and community facilities in CDBG priority areas.

Proposed funding amount: $1,554,941

CDBG Rental Rehab Program
Includes loans and grants for rehabilitation of rental housing units through city sponsored programs. Includes funds to meet healthy housing standards and/or lead hazard reduction regulations in rehabilitated structures.

Proposed funding amount: $380,000

Acquisition
Includes acquisition, maintenance and security of properties acquired through programs, and activities related to acquisition, disposition, relocation and clearance of dilapidated and blighted structures. Funds may also be used to acquire and clear properties in the flood plain. Includes staff time associated with this activity.

Proposed funding amount: $100,000
Public Services (limited to 15%)
Includes services for low- and moderate-income individuals such as: homeownership counseling, education, neighborhood counseling, youth and senior programs, neighborhood clean-ups, community gardens, home repair classes. Services are for low- and moderate-income individuals and/or those in CDBG-eligible areas located within the Lansing city limits.

Proposed funding amount: $300,980

Economic Development
Loans, technical assistance and training to low- and moderate-income owners of and persons developing micro-enterprises within or planning to locate within the Lansing city limits. Technical assistance to individuals and for-profit businesses including workshops, technology assistance, and façade improvement loans/grants. Creation of jobs to benefit low and moderate-income city of Lansing residents.

Technical assistance to individuals and for-profit businesses including workshops, technology assistance, façade improvement loans/grants, market analysis, business promotion, referrals for the attraction of new business and expansion of existing business within CDBG-eligible areas of Lansing.

Proposed funding amount: $50,000

CDBG General Administration (limited to 20%)
Includes staff and other costs associated with preparation of required Consolidated Planning documents, environmental clearances, fair housing activities and citizen participation activities associated with the delivery of CDBG, HOME and other state and federal programs.
Includes planning and general administration costs associated with delivery of CDBG and other state and federal programs. Includes indirect administrative costs and building rent paid to the city.

Proposed funding amount: $401,307

TOTAL CDBG, CDBG PI, and CDBG Previous Years Funds = $2,787,228
($2,006,536 + $50,000 PI + $730,692 previous years funds)

HOME

Down Payment Assistance
Funds provided to homebuyers for down payment and closing costs for purchase of a single-family home located within the Lansing city limits. Up to $40,000 will be available as a 0% interest second mortgage for homebuyers with income at or below 80% of median income. Assistance not limited to first-time homebuyers. May include staff time and/or homeownership counseling fees associated with this activity.

Proposed funding amount: $100,000
New Construction/HOME Rehab/Development Program
Includes funds for loans and grants for housing construction and rehabilitation with non-profit and for-profit developers, including CHDOs.

HOME funds allocated for housing developed in partnership with the city, including Supportive Housing Program (SHP) and Acquisition, Development and Resale (ADR) activities. Projects may include new construction and rehabilitation activities with non-profit and for-profit developers, including CHDOs. Funds may be used for staff time associated with these activities.

Proposed funding amount: $981,897

CHDO Set-aside (15% minimum required)
Reserved for housing developed, sponsored or owned by CHDOs in partnership with the City.

Proposed funding amount: $119,223

Community Housing Development Organization (CHDO) Operating (limited to 5%)
Funds reserved at option of the City to provide operating funds to CHDO’s utilizing the City’s HOME funds to produce affordable housing in the community.

Proposed funding amount: $39,741

HOME General Administration (limited to 10%)
Includes staff and general administration costs to deliver the HOME program.

Proposed funding amount: $79,482

TOTAL HOME, Program Income, and HOME previous years available funds: $1,320,343 ($794,822 + $120,000 + $405,521)

EMERGENCY SOLUTIONS GRANT (ESG)

Street Outreach
Street Outreach activities.

Proposed funding amount: $5,028

Homeless Prevention
Homeless Prevention activities.
Proposed funding amount: $50,282

**Administrative Activities (limited to 7.5%)**
Funds provided to offset the cost of administering emergency solutions program.
Proposed funding amount: $11,732

**Homeless Management Information System (HMIS)**
Funds will be provided for HMIS and comparable database costs.
Proposed funding amount: $5,028

**Shelter Operation**
Funds provided to shelter providers to cover cost of maintenance, operations, insurance, utilities and furnishings in shelter facilities.
Proposed funding amount: $95,535

**TOTAL ESG: $167,605**

**SUMMARY**
***Forty–Fifth Year Community Development Resources***

<table>
<thead>
<tr>
<th>Program</th>
<th>Annual Action Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>CDBG Entitlement Grant:</td>
<td>$2,006,536</td>
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<tr>
<td>CDBG Program Income (est.)</td>
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<tr>
<td>CDBG Previous Years Annual Funding</td>
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<tr>
<td>HOME Program Funds</td>
<td>$794,822</td>
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<tr>
<td>HOME Previous Years Annual Funding</td>
<td>$405,521</td>
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<tr>
<td>HOME Program Income (est.)</td>
<td>$120,000</td>
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<tr>
<td>ESG Program Funds:</td>
<td>$167,605</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$4,275,176</strong></td>
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</tbody>
</table>
Administrative, management and operation costs for the above programs include the administration, management and operations of the eligible activities, as well as other federal and state community development programs in which the city is now or may be participating.
WHEREAS, in consideration of the purchase of the City’s Townsend parking ramp, the State of Michigan paid the City $17,980,870; and

WHEREAS, $12,027,825 of the sale proceeds were used to pay off outstanding Townsend Ramp debt; and

WHEREAS, $900,000 was receipted in the Parking fund for past State parking arrearages; and

WHEREAS, the City has a number of capital and technology needs worthy of additional investment;

NOW, THEREFORE, BE IT RESOLVED that the following amounts from the excess ramp proceeds be appropriated in the City’s Capital Improvement Projects and Fleet funds with the remaining $2,171,045 to remain unappropriated:

**Capital Projects Fund**
- Fire Department Self Contained Breathing Apparatuses $112,000
- South Washington Office Complex Renovations for Fire Department 100,000
- Citywide Public Safety Camera Replacements 250,000
- City Website Replacement 100,000
- Citywide Paperless Initiative 500,000
- Customer Relationship Management Software 80,000
- City Survey Software 100,000
- Interactive Voice Response System 330,000
- Digital Signage for City Announcements for employees without computer 30,000
- Human Resources Applicant Tracking Software 50,000
- Real-time Crime Center Software 300,000

$1,952,000

**Fleet Fund**
- Ambulances (2) $460,000
- Fire Engine 470,000

$930,000
WHEREAS, National Flood Insurance Program premiums for homes and businesses in the floodplain will be significantly increased over the next twenty years, creating financial hardship for floodplain property owners through higher insurance rates and reduced property values; and

WHEREAS, the United States Geological Survey (USGS) has determined that the flood model data designating the base flood elevation for the Red Cedar River is no longer correct and that correcting this data will, over time, result in lower flood insurance rates and preserve property values; and

WHEREAS, the City of Lansing Office of Emergency Management has proposed a contract with the USGS to provide the corrected data to the Federal Emergency Management Agency for the purpose of issuing revised flood maps showing the corrected base flood elevation; and

WHEREAS, flood model data constitutes publicly owned property, the improvement of which will provide direct financial benefits to the owners of more than 500 properties in the Red Cedar River floodplain in the City of Lansing; and

WHEREAS, the total amount of the contract is $363,000, the City of Lansing has established a need for a special assessment district which includes all commercial and residential properties in the floodplain of the Red Cedar River, to pay for fifty percent of that contract ($181,500) over two years; and

WHEREAS, the special assessment will be based on the square footage of the home or business, a determining factor in flood insurance rates; and

WHEREAS, City Council, by Resolution 2018-019 passed on February 12, 2018, determined that there is a public necessity to engage in a contract with the USGS for work which will result in the correction of the base flood elevation for the floodplain of the Red Cedar River for the benefit of property values and flood insurance premium rates on the lands currently within the floodplain of the Red Cedar River; and

WHEREAS, City Council, by Resolution 2018-019 passed on February 12, 2018, ordered the creation of a special assessment district consisting of all parcels of real property within the currently mapped floodplain of the Red Cedar River, and directed the City Assessor to make an assessment roll for the lands within the assessment district ordered.

NOW THEREFORE BE IT RESOLVED, that the contract to correct Red Cedar Floodplain base flood elevation data be supported by a special assessment of improvement costs against the properties which are especially benefitted as follows:
BE IT FURTHER RESOLVED, that deadline to create and compile the roll is extended to the effective date of this resolution, and that any delay in the creation and compilation of the Red Cedar Floodplain special assessment roll, RCF19, is waived.

BE IT FURTHER RESOLVED, that the Red Cedar Floodplain special assessment roll, RCF19, compiled by the City Assessor, is attached and incorporated herein, and received and accepted by City Council with this resolution.

BE IT FURTHER RESOLVED, that a public hearing be held at 7:00 p.m. on Monday, May 13, 2019, in the City Council Chamber, 10th Floor, City Hall, Lansing, Michigan to consider the establishment of the Red Cedar Floodplain special assessment roll;

BE IT FINALLY RESOLVED, that notice to the affected owners of the properties in said district be given in accordance with Chapter 1026 of the Lansing Code of Ordinances.

<table>
<thead>
<tr>
<th>Property Type</th>
<th>Total Number of Properties</th>
<th>Total Assessment for Property Category Based on Square Footage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial</td>
<td>63</td>
<td>$112,913</td>
</tr>
<tr>
<td>Apartment Buildings</td>
<td>6</td>
<td>20,312</td>
</tr>
<tr>
<td>Single Family Residential</td>
<td>529</td>
<td>48,275</td>
</tr>
<tr>
<td>Name</td>
<td>Address</td>
<td>City, State</td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>----------------------------------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Croff Velma L</td>
<td>174 S Bellamy Rd</td>
<td>Konia</td>
</tr>
<tr>
<td>Ingram Kelsey</td>
<td>410 Paris Ave</td>
<td>Lansing</td>
</tr>
<tr>
<td>Zavala Gonsalo R &amp; Mary A</td>
<td>648 S Fairview Ave</td>
<td>Lansing</td>
</tr>
<tr>
<td>Cook Ron</td>
<td>701 S Fairview Ave</td>
<td>Lansing</td>
</tr>
<tr>
<td>Pfeiffer Chris</td>
<td>710 S Magnolia Ave</td>
<td>Lansing</td>
</tr>
<tr>
<td>Wobu Christian C</td>
<td>3627 Wannwight Ave</td>
<td>Lansing</td>
</tr>
<tr>
<td>Pfeiffer Chris</td>
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</tr>
<tr>
<td>Mckenzie Jeffrey</td>
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<tr>
<td>Isom Charles &amp; Chapman Ebony</td>
<td>719 S Magnolia Ave</td>
<td>Lansing</td>
</tr>
<tr>
<td>Dula Sameer &amp; Amy</td>
<td>2447 Pine Hollow Dr</td>
<td>East Lansing</td>
</tr>
<tr>
<td>Magnolia Ave</td>
<td>1234 Third Street</td>
<td>Jackson</td>
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<td>Magnolia Ave</td>
<td>4113 Crystal Lake Dr</td>
<td>Pompano Beach</td>
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<tr>
<td>Magnolia Ave</td>
<td>714 S Hayford Ave</td>
<td>Lansing</td>
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<tr>
<td>Mendoza Maria &amp; Guadalupe Jimenez</td>
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<td>Lansing</td>
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<tr>
<td>Hayford Ave</td>
<td>712 S Hayford Ave</td>
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<td>Hayford Ave</td>
<td>712 S Hayford Ave</td>
<td>Lansing</td>
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<tr>
<td>Hayford Ave</td>
<td>3024 Turner St</td>
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<tr>
<td>Hayford Ave</td>
<td>3800 Meridian Rd</td>
<td>Okemos</td>
</tr>
<tr>
<td>Hayford Ave</td>
<td>PO Box 1662</td>
<td>Okemos</td>
</tr>
<tr>
<td>Foster Ave</td>
<td>503 Mail Ct Suite #312</td>
<td>Lansing</td>
</tr>
<tr>
<td>Foster Ave</td>
<td>2718 College Rd</td>
<td>Holt</td>
</tr>
<tr>
<td>Francis Ave</td>
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</tr>
<tr>
<td>Francis Ave</td>
<td>7415 Mallow Ln</td>
<td>Grand Ledge</td>
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<tr>
<td>Foster Ave</td>
<td>1636 Fidelity Rd</td>
<td>Lansing</td>
</tr>
<tr>
<td>Nelson Jon &amp; Jennifer</td>
<td>1715 Fidelity Rd</td>
<td>Lansing</td>
</tr>
<tr>
<td>Calloquetti Terry</td>
<td>1725 Fidelity Rd</td>
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<tr>
<td>Messer Joh L</td>
<td>1731 Fidelity Rd</td>
<td>Lansing</td>
</tr>
<tr>
<td>Ibarra G &amp; Keck Erika H</td>
<td>1510 Lindberg Dr</td>
<td>Lansing</td>
</tr>
<tr>
<td>Ibarra G &amp; Keck Erika H</td>
<td>3665 Scholar Ln</td>
<td>Holt</td>
</tr>
</tbody>
</table>

Total: $180,595.22
Red Cedar Flood Insurance Rate Map (FIRM) Correction
The problem of flood insurance

• Average Lansing annual flood insurance premium today: $1,100

• Average annual premium when rate increases are complete: $4,400

• Flood insurance is required if you have a mortgage

• If you drop and lender finds out you go to actuarial rates immediately ($4,400)
  • Prompted either by FEMA audit or major flood losses in another part of the country
Flood Insurance Impacts by Neighborhood

Projected property value reduction due to the rising cost of flood insurance

**Expected Reduction in Resale Value at Actuarial Rates**
- -100% +
- -75% to -99%
- -50% to -74%
- -25% to -49%
- -10% to -24%
- -3% to -9%

**How Loss is Calculated**
Lansing residents currently pay subsidized rates for flood insurance (the same rate per sq ft, regardless of elevation). Rates are being increased over a 20 year period to reflect risk based on the home’s elevation.

The reduced values shown here reflect the purchase price that would have to be paid, below market value, to keep the purchaser’s monthly mortgage payment the same as it would be without flood insurance, when the home is sold.

At 100% loss the flood insurance payment will be equal to the monthly mortgage payment; at 50% it will equal to half the monthly mortgage payment, etc.

**Sycamore Park**
- Average Annual Premium: Subsidized (Today) $1284.00, Actuarial (Future) $4212.00, Actuarial (Corrected) $3132.00

**Baker**
- Average Annual Premium: Subsidized (Today) $888.00, Actuarial (Future) $3828.00, Actuarial (Corrected) $2976.00

**Tecumseh River**
- Average Annual Premium: Subsidized (Today) $1272.00, Actuarial (Future) $3216.00, Actuarial (Corrected) $2916.00

**Urbandale**
- Average Annual Premium: Subsidized (Today) $912.00, Actuarial (Future) $4116.00, Actuarial (Corrected) $2940.00
Summary of Impacts

- Homes valued under $50,000 will be hardest hit (about 50% of all floodplain homes are in this category)
- Average resale value loss for all floodplain homes will be 84%
- 32% of all floodplain homes will lose 100% of their resale value
Proposed FIRM Correction

Phase 1
- Lansing Twp (120)
- East Lansing (140)
- Lansing (600)
- Michigan State University (15)

1-3 Foot Lower BFE

Phase 1 Total: $172,000

Phase 2
- Meridian Twp (190)
- Williamstown Twp (30)
- Locke Twp (0)
- Leroy Twp (5)

0-2 Foot Lower BFE

Phase 1&2 Total: $363,000
Red Cedar Floodplain Remapping Funding Breakdown

City of Lansing
$58,080 (16% of $363,000)

USGS
$36,300 (10% of $363,000)

MSU
$25,410 (7% of $363,000)

LBWL
$21,780 (6% of $363,000)

Ingham County
$21,780 (6% of $363,000)

East Lansing
$10,890 (3% of $363,000)

Meridian Twp
$7,260 (2% of $363,000)

Project Cost
$363,000

Public
$182,405 (50% of $363,000)

Private
$180,595 (50% of $363,000)

Residential
$46,343 (13% of $363,000)

Owner Occupied
$31,539 (9% of $363,000)

Commercial
$133,644 (37% of $363,000)

Rentals
$15,411 (4% of $363,000)

Non-CDBG
$17,019 (5% of $363,000)

CDBG
$14,520 (4% of $363,000)
WHEREAS, Office of the Mayor has submitted application to the United States Department of the Interior National Park Service for funding to be utilized for executing historic preservation programs and;

WHEREAS, the Office of the Mayor was informed that it has been selected for an award of $51,900 with federal funds obligated of $39,400; and

WHEREAS, Federal amount on non-federal matching share of $12,500; and

WHEREAS, The objective of this grant agreement is to provide Historic Preservation Funds (HPF) to a state, tribe, local government (including Certified Local Governments), or nonprofit to complete a project that assists in the preservation of a site, or the events connected to a site, related to the African American civil rights movement of the 20th century through planning, development, and/or research projects, and to assist them in executing their historic preservation programs and activates pursuant to 54 U.S.C. 300101 et. Seq. (commonly known as the National Historic Preservation Act); and

WHEREAS, the Lansing Pave the Way Project is a research and documentation project to explore the impact that the I-496 project had on Lansing’s vibrant African American community during the height of the Civil Rights movement. The project will examine in detail the impacts of dislocation and transformation through the collection of oral histories and photographs following first and second generation African Americans affected by the expressway. The project will collect, interpret, and preserve these important stories to educate and inspire the Lansing community to take positive action in the continued quest for racial justice.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the Office of grant in the amount of $51,900.00 for the program period (April 1, 2018 through April 1, 2020); and

BE IT FINALLY RESOLVED, that the Administration is authorized to create appropriate accounts and to make the necessary operating transfers for the expenditure of the awarded funds.
Grant Agreement

Grant Number: P18AP00163
Between
THE UNITED STATES DEPARTMENT OF INTERIOR
NATIONAL PARK SERVICE
AND
CITY OF LANSING
DUNS No: 069835882

CFDA: 15.904
Grant Program: African American Civil Rights Grant
Project Title: Pave The Way Project
Amount of Federal Funds Obligated: $39,400
Amount of NonFederal Matching Share: $12,500
Total Amount of Award: $51,900
Period of Performance: April 1, 2018, to April 30, 2020

This Grant Agreement is entered into by the U.S. Department of the Interior, National Park Service (NPS), and City of Lansing, MI (Recipient).

ARTICLE I – BACKGROUND AND OBJECTIVES

The objective of this Agreement is to provide Historic Preservation Funds (HPF) to a state, tribe, local government (including Certified Local Governments), or nonprofit to complete a project that assists in the preservation of a site, or the events connected to a site, related to the African American civil rights movement of the 20th century through planning, development, and/or research projects, and to assist them in executing their historic preservation programs and activities pursuant to 54 U.S.C. 300101 et seq. (commonly known as the National Historic Preservation Act).

ARTICLE II – AUTHORITY

NPS enters into this Agreement pursuant to:

- National Historic Preservation Act (NHPA), 54 U.S.C 300.101 et. sq.
- Continuing Appropriations Act, 2017, P.L. 115-31
ARTICLE III – STATEMENT OF WORK

A. The Statement of work to be performed in accordance with the Secretary of the Interior's Standards and Guidelines for Historic Preservation and Archeology is as follows (https://www.nps.gov/subjects/historicpreservation/standards.htm):

1. Preparation and Outreach
   a. Outreach efforts to identify and recruit residents interested in sharing their stories, as well as in guiding the implementation of the project.
   b. Conduct and preserve Oral History Interviews.
   c. Collect stories and photos for the Pave the Way project.

2. Research and Documentation
   a. Film the oral history interviews about local experiences with the Civil Rights Movement, as well as interviews with local historians and librarians providing background and context for the stories.
   b. Research using local city directories will trace the paths of the displaced African Americans to their new homes.
   c. Previously undocumented historical resources related to the African American Civil Rights Movement in Lansing and the impacts of I-496 construction will be preserved for future academic, educational, and communal use.

3. Preservation and Interpretation
   a. Permanently archive oral histories, photographs, and film from the project at the Library of Michigan.
   b. Website: Create an interactive Pave the Way website and online map that links photos of the homes in the demolished neighborhoods to the stories of the families who lived there and photos of their new homes in neighborhoods such as Westside.
   c. Book: Scan photographs and oral histories will be organized into a Pave the Way Amazon Create Space Book
   d. Exhibit: The Historical Society will utilize the resources collected to develop a six-month traveling exhibit on African American Civil Rights History in Lansing to showcase the stories and images collected for the project.
   e. Film: The City's Public Media Center staff will edit the footage into a 30-minute film, incorporating the archival video, film and photographs of locations and historic sites referenced by the interviewees.

B. No substantial involvement on the part of the NPS is anticipated for the successful completion of the statement of work detailed in this award. It is anticipated that involvement will be limited to actions related to monitoring project performance, technical assistance at the request of the recipient

ARTICLE IV – TERM OF AGREEMENT

The Agreement will become effective upon signature of the National Park Service.
The grant start date is April 1, 2018, and runs through the end date of April 30, 2020, unless terminated earlier per Article XI. The period from the start date to the expiration date is the Period of Performance for the Agreement and is also known as the Agreement Term.

The first drawdown of funds from the grant account constitutes the Recipient’s acceptance of the terms of the agreement.

ARTICLE V – KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

1. For the NPS:

   Awarding Officer (AO):

   Megan J. Brown
   Chief, State, Tribal, Local, Plans & Grants
   National Park Service
   State, Tribal, Local, Plans & Grants
   1849 C Street NW (Mail Stop 7360)*
   Washington, DC 20040
   202-354-2062
   202-371-1794
   megan_brown@nps.gov
   *All mail to this address is irradiated, send via private mail carrier

   Agreement Technical Representative /Grant Manager (ATR):

   Grants Administrator
   National Park Service
   State, Tribal, Local, Plans & Grants
   1849 C Street NW (Mail Stop 7360)*
   Washington, DC 20040
   202-354-2020 (T)
   202-371-1794 (F)
   preservation_grants_info@nps.gov
   *All mail to this address is irradiated, send via private mail carrier
2. **For the Recipient:**

City of Lansing  
124 W Michigan Ave.  
Lansing, MI 48933-1603  
517-483-4000  

B. **Communications.** Recipient shall address any communication regarding this Agreement to the assigned NPS ATR with a copy to the AO. Communications that relate solely to technical matters may be sent only to the ATR. The grantee agrees to maintain close liaison with the NPS throughout the grant period. NPS reserves the right to request meetings, upon reasonable notice, with grantee project staff at intervals during the course of project work. The grantee agrees to promptly notify the NPS should any of the following conditions become known to it:

a. Problems, delays, or adverse conditions that will materially affect the ability of the grantee (or its subcontractors, if any) to attain project objectives, prevent the project from meeting planned timetables, or preclude the completion of approved work;

b. The need for adjustment (revision) to the project budget; and

c. The lack of nonfederal matching share to meet requirements of this Grant Agreement (if applicable).

C. **Changes in Key Officials.** Neither the NPS nor Recipient may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.
ARTICLE VI – AWARD AND PAYMENT

A. NPS will provide funding to the Recipient in an amount not to exceed $39,400 for the Statement of Work described in Article III and in accordance with the NPS approved budget below. Any award beyond this amount is subject to availability of funds.

The approved Work/Cost Budget is summarized as follows:

<table>
<thead>
<tr>
<th>Budget Item</th>
<th>Fed Admin</th>
<th>Fed Program</th>
<th>Non-Fed Admin</th>
<th>Non-Fed Program</th>
<th>Total</th>
</tr>
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<tr>
<td>Personnel</td>
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<td>$ -</td>
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<td>Fringe Benefits</td>
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<td>$ -</td>
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<td><strong>TOTAL</strong></td>
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<td><strong>$ 33,490</strong></td>
<td><strong>$ 18,500</strong></td>
<td><strong>$ -</strong></td>
<td><strong>$ 51,990</strong></td>
</tr>
</tbody>
</table>

B. Recipient shall request payment in accordance with the following:

1. **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury’s Automated Standard Application for Payments (ASAP) system.

2. **Determination of Risk Requirements.** Requests for advances or reimbursements must be submitted digitally to your NPS ATR using Standard Form 270. Upon NPS approval of the request, Recipient may request reimbursement via the ASAP system. If payments are requested from the ASAP system without prior NPS approval, the Recipient shall be determined “high risk” which will suspend Recipient access to the ASAP system and may result in suspension of grant award. The Recipient will provide supporting documents to include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement request.

3. **Requesting Advances.** Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible. Advances must be liquidated within 30 days or returned to the ASAP account.

4. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing
patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.

5. **Adjusting Payment Requests for Available Cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.

6. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.

7. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient is determined to be “high risk” or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS AO and ATR that a payment request has been submitted. The NPS may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests: Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.

C. In order to receive a financial assistance award and to ensure proper payment, it is required that Recipient maintain their registration with the System for Award Management (SAM), accessed at http://www.sam.gov. Failure to maintain registration can impact obligations and payments under this Agreement and/or any other financial assistance or procurements documents the Recipient may have with the Federal government.

D. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory and funding is available.

E. **Allowable and Eligible Costs.** Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Agreement, and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS AO. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the Period of Performance end date stipulated in the award.

F. **Travel Costs.** For travel costs charged against awards under the Agreement, costs incurred must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the Recipient in its regular operations as the result of the Recipient's written travel policy. If the Recipient does not have written travel policies established, the Recipient and its contractors shall follow the travel policies in the Federal
Travel Regulation, and may not be reimbursed for travel costs that exceed the standard rates. All charges for travel must conform to the applicable cost principles.

G. **Indirect Costs.** Indirect costs will not be allowable charges against the award unless specifically included as a line item in the approved budget incorporated into the award.

H. **Recipient Cost Share or Match.** No non-Federal matching share is required. The approved project budget includes $12,500 in eligible project matching share. Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

**ARTICLE VII – PRIOR APPROVAL**

The Recipient shall obtain prior approval for specific actions, in accordance with 2 CFR 200.308 and the Historic Preservation Fund Grants Manual, including:
- changes to approved budgets and program revisions,
- purchases of equipment (tangible, non-expendable items cost $5,000 or more per unit with a life of more than one year),
- use of program income, and
- use of a 10% de minimis indirect cost rate

**ARTICLE VIII – INSURANCE AND LIABILITY**

A. **Insurance.** The recipient shall be required to (1) obtain liability insurance or (2) demonstrate present financial resources in an amount determined sufficient by the Government to cover claims brought by third parties for death, bodily injury, property damage, or other loss resulting from one or more identified activities carried out in connection with this financial assistance agreement.

B. **Insured.** The federal government shall be named as an additional insured under the recipient's insurance policy.

C. **Indemnification.** The recipient hereby agrees to indemnify the federal government, NPS or from any act or omission of the Recipient, its officers, employees, or (members, participants, agents, representatives, agents as appropriate), (1) against third party claims for damages arising from one or more identified activities carried out in connection with this financial assistance agreement and (2) for damage or loss to government property resulting from such an activity. This obligation shall survive the termination of this Agreement.

To purchase public and employee liability insurance at its own expense from a responsible company or companies with a minimum limitation of one million dollars ($1,000,000) per person for anyone claim, and an aggregate limitation of three million dollars ($3,000,000) for
any number of claims arising from any one incident. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk. Prior to beginning the work authorized herein the Recipient shall provide the NPS with confirmation of such insurance coverage.

To pay the United States the full value for all damage to the lands or other property of the United States caused by the Recipient, its officers, employees, or representatives.

To provide workers' compensation protection to the Recipient, its officers, employees, and representatives.

To cooperate with NPS in the investigation and defense of any claims that may be filed with NPS arising out of the activities of the Recipient, its agents, and employees.

In the event of damage to or destruction of the buildings and facilities assigned for the use of the Recipient in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require NPS to replace or repair the buildings or facilities. If NPS determines in writing, after consultation with the Recipient that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by the Recipient, NPS shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this Agreement, then failure to substitute and assign other facilities acceptable to the Recipient will constitute termination of this Agreement by NPS.

D. Flow-down: For the purposes of this clause, "recipient" includes such sub–recipients, contractors, or subcontractors as, in the judgment of the recipient and subject to the Government's determination of sufficiency, have sufficient resources and/or maintain adequate and appropriate insurance to achieve the purposes of this clause.

ARTICLE IX – REPORTS, DRAFTS, AND DELIVERABLES

A. Recipients will report on the funded project, tasks or activities under this agreement by submitting a completed SF–425 Federal Financial Report (FFR), documentation of payment activity in ASAP, and a Performance Report on a semi-annual basis.

B. The following reporting period end dates shall be used for interim reports. For final the SF–425 and Performance Report, the reporting period end date shall be the end date of the agreement. Interim reports shall be submitted no later than 30 days after the end of each reporting period. Final reports shall be submitted no later than 90 days after the end period date. All reports shall be submitted via email to the NPS ATR. Forms can be found here: https://www.nps.gov/preservation-grants/civil-rights/reporting.html

1. An interim report package shall be submitted by the following dates:
January 31, 2019, reporting on the period covering 04/01/2018 – 12/31/2018, July 31, 2019, reporting on the period covering 01/01/2019 – 06/31/2019, January 31, 2020, reporting on the period covering 07/01/2019 – 12/31/2019, and semi-annually until the completion of the grant, and shall include:
   i. SF425, Federal Financial Report
   ii. Documentation of ASAP payment activity and current account balance
   iii. Interim Progress Worksheet

2. Draft documents to be reviewed as related to the Statement of Work:
   i. Copies of website
   ii. Materials used for

3. A Final Report package must be submitted no later than 90 days after the end period date. The Final Report must include:
   i. Final SF425, Federal Financial Report for entire grant period
   ii. Documentation of ASAP payment activity and current account balance
   iii. Final Progress Report
   iv. Deliverables as related to the Statement of Work:
      1. Copy of Oral History transcriptions
      2. Copy of repository listings for archives
      3. Copies of website
      4. Exhibit images

C. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.333.

D. Deliverables/ Publications. The grantee must include acknowledgment of grant support from the Historic Preservation Fund of the National Park Service, Department of Interior, in all deliverables, press, and publications concerning NPS grant-supported activities as referenced in the Statement of Work.
   1. One digital copy of any deliverable/publication must be furnished to the NPS AO within 90 calendar days of the expiration of the grant agreement. All deliverables must contain the following disclaimer and acknowledgement:
      "This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."
   2. Deliverables/publications include, but are not limited to: grant project reports; books, pamphlets, brochures or magazines; video or audio files; documentation of events,
including programs, invitations and photos, websites, mobile apps, exhibits, and interpretive signs.

3. Refer to the supplemental guidance document "Digital Copies of Grant Products Worksheet" for instructions on creating, naming and submitting digital copies of deliverables/publications.

4. All digital copies must follow this naming convention:

5. AACR_17_StateCode_City of Lansing_Document type

6. All consultants hired by the grantee must be informed of this requirement.

7. The NPS shall have a royalty-free right to republish any materials produced under this grant. All photos included as part of the interim and final reporting, and deliverables/publication will be considered released to the NPS for future official use. Photographer, date and caption should be identified on each photo, so NPS may provide proper credit for use.

8. A digital or physical copy of all deliverables must be available for public access.

ARTICLE X – PROPERTY UTILIZATION

Grantees must obtain written permission from NPS before expending grant funds for tangible, nonexpendable personal property, including exempt property, having a useful life of more than one year and an acquisition cost of $5,000 or more per unit.

Grantees must maintain a property inventory record and comply with the property management requirements set forth in 2 CFR 200.310 through 200.316 and in the Historic Preservation Fund Grant Manual, Chapter 19, for all items purchased with HPF grant funds.

The grantee must report on all equipment purchased with the grant’s funds by submitting an SF428A, Annual Tangible Personal Property Report with its Annual Reports. The grantee must again report on, and request disposition instructions from NPS for, any equipment purchased with the grant’s funds by submitting an SF428B, Final Tangible Personal Property Report with its Final Close-Out reports.

All tools, equipment, and facilities furnished by the NPS will be on a loan basis. Tools, equipment and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR 200.310 through 200.316 applies to this Agreement.

ARTICLE XI – MODIFICATION, REMEDIES FOR NONCOMPLIANCE TERMINATION

A. This Agreement may be modified only by a written instrument executed by the parties. Modifications will be in writing and approved by the NPS AO and the authorized representative of Recipient.
B. Additional conditions may be imposed by NPS if it is determined that the Recipient is non-compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.338.

C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.339 through 200.342.

ARTICLE XII – GENERAL AND SPECIAL PROVISIONS

A. General Provisions

1. OMB Circulars and Other Regulations. The following Federal regulations are incorporated by reference into this Agreement (full text can be found at http://www.ecfr.gov:

a) Administrative Requirements:
   2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in its entirety;

b) Determination of Allowable Costs:
   2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E; and

c) Audit Requirements:
   2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.

d) Code of Federal Regulations/Regulatory Requirements:
   2 CFR Part 182 & 1401, “Government-wide Requirements for a Drug-Free Workplace”;

   2 CFR 180 & 1400, “Non-Procurement Debarment and Suspension”, previously located at 43 CFR Part 42, “Governmentwide Debarment and Suspension (NonProcurement)”;  

   43 CFR 18, “New Restrictions on Lobbying”;

   2 CFR Part 175, “Trafficking Victims Protection Act of 2000”;

   FAR Clause 52.203–12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions;

   2 CFR Part 25, System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS); and

   2 CFR Part 170, “Reporting Subawards and Executive Compensation”.


2. **Non-Discrimination.** All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

3. **Lobbying Prohibition.** 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107–273, Nov. 2, 2002 – No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31. In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110–161) also apply.

4. **Anti-Deficiency Act.** Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

5. **Minority Business Enterprise Development.** Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Grant Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.
6. **Assignment.** No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

7. **Member of Congress.** Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

8. **Agency.** The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent its self as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.

9. **Non–Exclusive Agreement.** This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

10. **Survival.** Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.

11. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

12. **Captions and Headings.** The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.

13. **No Employment Relationship.** This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.

14. **No Third–Party Rights.** This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.
6. **Assignment.** No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

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2. **Publications of Results of Studies**. No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publications of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

3. **Rights in Data**. The Recipient must grant the United States of America a royalty–free, non–exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.


5. **Audit Requirements**

   a) Non–Federal entities that expend $750,000 or more during a year in Federal awards shall have a single or program–specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501–7507) and 2 CFR Part 200, Subpart F, which is available at [http://www.ecfr.gov/cgi-bin/text–idx?SID=f6d463a517cee3fa13e665e525051f4&node=sp2.1.200.f&rgn=div6](http://www.ecfr.gov/cgi-bin/text–idx?SID=f6d463a517cee3fa13e665e525051f4&node=sp2.1.200.f&rgn=div6)

   b) Non–Federal entities that expend less than $750,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass–through entity, and General Accounting Office (GAO).

   c) Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 2 CFR Part 200, Subpart F, as applicable. Additional information on single audits is available from the Federal Audit Clearinghouse at [http://harvester.census.gov/sac/](http://harvester.census.gov/sac/).

6. **Procurement Procedures**. It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative
agreements to take affirmative steps to ensure such fairness. Positive efforts shall be
made by recipients to utilize small businesses, minority–owned firms, and women's
business enterprises, whenever possible. Recipients of Federal awards shall take all of the
following steps to further this goal:

a) Ensure that small businesses, minority–owned firms, and women's business
   enterprises are used to the fullest extent practicable.

b) Make information on forthcoming opportunities available and arrange time
   frames for purchases and contracts to encourage and facilitate participation by
   small businesses, minority–owned firms, and women's business enterprises.

c) Consider in the contract process whether firms competing for larger contracts
   intend to subcontract with small businesses, minority–owned firms, and women's
   business enterprises.

d) Encourage contracting with consortiums of small businesses, minority–owned
   firms and women's business enterprises when a contract is too large for one of
   these firms to handle individually.

e) Use the services and assistance, as appropriate, of such organizations as the Small
   Business Development Agency in the solicitation and utilization of small
   business, minority–owned firms and women's business enterprises.

7. Prohibition on Text Messaging and Using Electronic Equipment Supplied by the
   Government while Driving. Executive Order 13513, Federal Leadership on Reducing
   Text Messaging While Driving, was signed by President Barack Obama on October 1,
   2009. This Executive Order introduces a Federal Government–wide prohibition on the
   use of text messaging while driving on official business or while using Government–
   supplied equipment. Additional guidance enforcing the ban will be issued at a later date.
   In the meantime, please adopt and enforce policies that immediately ban text messaging
   while driving company–owned or –rented vehicles, government–owned or leased
   vehicles, or while driving privately owned vehicles when on official government business
   or when performing any work for or on behalf of the government.

8. Seat Belt Provision. The Recipient is encouraged to adopt and enforce on–the–job seat
   belt use policies and programs for their employees when operating company–owned,
   rented, or personally owned vehicles. These measures include, but are not limited to,
   conducting education, awareness, and other appropriate programs for their employees
   about the importance of wearing seat belts and the consequences of not wearing them.

9. Trafficking in Persons. This term of award is pursuant to paragraph (g) of Section 106
   of the Trafficking Victims Protections Act of 2000, as amended (2 CFR 175.15).

   a) Provisions applicable to a recipient that is a private entity.

      1. You as the Recipient, your employees, subrecipients under this award, and
         subrecipients’ employees may not–
i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity—

   i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

   ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:

      a. Associated with performance under this award; or

      b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (NonProcurement)," as implemented by our agency at 2 CFR Part 1400.

b) Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

   1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

   2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

      i. Associated with performance under this award; or

      ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (NonProcurement)," as implemented by our agency at 2 CFR Part 1400.

c) Provisions applicable to any recipient.
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
   i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
   ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d) Definitions. For purposes of this award term:

1. “Employee” means either:
   i. An individual employed by the Recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
   ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. “Forced labor” means labor obtained by any of the following methods: The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity” means:
   i. Any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25; and
   ii. Includes:
      a. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
      b. A for-profit organization.

10. **Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights**

   a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239).

   b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712.

   c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold, 42 CFR § 52.203–17 (as referenced in 42 CFR § 3.908–9).

11. **Reporting Subawards And Executive Compensation**

   a) Reporting of first-tier subawards.

   1. Applicability. Unless you are exempt as provided in paragraph D. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery Act funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111–5) for a subaward to an entity (see definitions in paragraph E. of this award term).

   2. Where and when to report.

   i. You must report each obligating action described in paragraph A.1. of this award term to [https://www.fsrs.gov/](https://www.fsrs.gov/).

   ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2017, the obligation must be reported by no later than December 31, 2017.)

   3. What to report. You must report the information about each obligating action that the submission instructions posted at [https://www.fsrs.gov/](https://www.fsrs.gov/) specify.

   b) Reporting Total Compensation of Recipient Executives.
1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. The total Federal funding authorized to date under this award is $25,000 or more;

ii. In the preceding fiscal year, you received—

a. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

b. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report executive total compensation described in paragraph A.1. of this award term:

i. As part of Recipient registration profile at https://www.sam.gov.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c) Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph D. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient’s five most highly compensated executives for the subrecipient’s preceding completed fiscal year, if—

i. In the subrecipient’s preceding fiscal year, the subrecipient received—
a. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
b. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a)), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at [http://www.sec.gov/answers/execomp.htm](http://www.sec.gov/answers/execomp.htm).)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.
ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d) Exemptions.

1. If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

i. Subawards, and
ii. The total compensation of the five most highly compensated executives of any subrecipient.

e) Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR Part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;
ii. A foreign public entity;
iii. A domestic or foreign nonprofit organization;
iv. A domestic or foreign for-profit organization;
v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:
   i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
   ii. The term includes your procurement of property and services needed to carry out the project or program. The term does not include procurement of incidental property and services needed to carry out the award project or program.
   iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:
   i. Receives a subaward from you (the recipient) under this award; and
   ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient’s or subrecipient’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
   i. Salary and bonus.
   ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
   iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
   iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
   v. Above-market earnings on deferred compensation which is not tax-qualified.
   vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life
insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

12. **Conflict of Interest**

a) The Recipient must establish safeguards to prohibit its employees and Sub-recipients from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest. The Recipient is responsible for notifying the Awarding Officer (AO) in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the Recipient or its employees in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient and/or Recipient's employees and Sub-recipients in the matter.

b) The Awarding Officer and the servicing Ethics Counselor will determine if a conflict of interest exists. If a conflict of interest exists, the Awarding Officer will determine whether a mitigation plan is feasible. Mitigation plans must be approved by the Awarding Officer in writing.

c) Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR § 200.338, Remedies/or Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

13. **Minimum Wages Under Executive Order 13658** (January 2015)

a) **Definitions.** As used in this clause—

   “United States” means the 50 states and the District of Columbia.

   “Worker”—

1. Means any person engaged in performing work on, or in connection with, an agreement covered by Executive Order 13658, and

   i. Whose wages under such agreements are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate
Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),
ii. Other than individuals employed in a bona fide executive, 
administrative, or professional capacity, as those terms are defined in 
29 C.F.R. § 541,
iii. Regardless of the contractual relationship alleged to exist between 
the individual and the employer.

2. Includes workers performing on, or in connection with, the agreement 
whose wages are calculated pursuant to special certificates issued under 29 

3. Also includes any person working on, or in connection with, the agreement 
and individually registered in a bona fide apprenticeship or training 
program registered with the Department of Labor's Employment and 
Training Administration, Office of Apprenticeship, or with a State 
Apprenticeship Agency recognized by the Office of Apprenticeship.

b) Executive Order Minimum Wage rate.

1. The Recipient shall pay to workers, while performing in the United States, 
and performing on, or in connection with, this agreement, a minimum 
hourly wage rate of $10.10 per hour beginning January 1, 2015.

2. The Recipient shall adjust the minimum wage paid, if necessary, beginning 
January 1, 2016 and annually thereafter, to meet the Secretary of Labor's 
annual E.O. minimum wage. The Administrator of the Department of 
Labor's Wage and Hour Division (the Administrator) will publish annual 
determinations in the Federal Register no later than 90 days before the 
effective date of the new E.O. minimum wage rate. The Administrator will 
also publish the applicable E.O. minimum wage on www.wdol.gov (or any 
successor Web site) and on all wage determinations issued under the 
Service Contract Labor Standards statute or the Wage Rate Requirements 
(Construction) statute. The applicable published E.O. minimum wage is 
incorporated by reference into this agreement.

3. (i) The Recipient may request a price adjustment only after the effective 
date of the new annual E.O. minimum wage determination. Prices will be 
adjusted only if labor costs increase as a result of an increase in the annual 
E.O. minimum wage, and for associated labor costs and relevant subaward 
costs. Associated labor costs shall include increases or decreases that result 
from changes in social security and unemployment taxes and workers' 
compensation insurance, but will not otherwise include any amount for 
general and administrative costs, overhead, or profit.
(ii) Subrecipients may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Recipients shall consider any Subrecipient requests for such price adjustment.
(iii) The Awarding Officer will not adjust the agreement price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

4. The Recipient warrants that the prices in this agreement do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

5. Reserved

6. Reserved

7. The Recipient shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Recipient may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 C.F.R. § 10.23, Deductions.

8. The Recipient shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

9. Nothing in this clause shall excuse the Recipient from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

10. The Recipient shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

11. The Recipient shall follow the policies and procedures in 29 C.F.R. § 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than $30 a month in tips.

c) 1. This clause applies to workers as defined in paragraph a). As provided in that definition—
i. Workers are covered regardless of the contractual relationship alleged to exist between the Recipient or Subrecipient and the worker;

ii. Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c) are covered; and

iii. Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

2. This clause does not apply to—

i. Fair Labor Standards Act (FLSA) – covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the agreement, but who are not directly engaged in performing the specific work called for by the agreement, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such agreements;

ii. Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. § 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—

a. Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(a).

b. Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(b).

c. Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. § 213(a)(1) and 29 C.F.R. § Part 541).

d) Notice. The Recipient shall notify all workers performing work on, or in connection with, this agreement of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Recipient shall post notice, utilizing the poster provided by the Administrator, which can be obtained at
www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Recipients that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the Recipient, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

e) Payroll Records. (1) The Recipient shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

   i. Name, address, and social security number;
   ii. The worker's occupation(s) or classification(s);
   iii. The rate or rates of wages paid;
   iv. The number of daily and weekly hours worked by each worker;
   v. Any deductions made; and
   vi. Total wages paid.

2. The Recipient shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Recipient shall also make such records available upon request of the Contracting Officer.

3. The Recipient shall make a copy of the agreement available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

4. Failure to comply with this paragraph (e) shall be a violation of 29 CFR § 10.26 and this agreement. Upon direction of the Administrator or upon the Awarding Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

5. Nothing in this clause limits or otherwise modifies the Recipient's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

f) Access. The Recipient shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

g) Withholding. The Awarding Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Recipient under this or any other Federal agreement with the same Recipient, sufficient to pay workers the full amount of wages required by this clause.
h) **Disputes.** Department of Labor has set forth in 29 CFR § 10.51. Disputes concerning Recipient compliance, the procedures for resolving disputes concerning an Recipient’s compliance with Department of Labor regulations at 29 CFR § 10. Such disputes shall be resolved in accordance with those. This includes disputes between the Recipient (or any of its Subrecipients) and the contracting agency, the Department of Labor, or the workers or their representatives.

i) **Antiretaliation.** The Recipient shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

j) **Subcontractor compliance.** The Recipient is responsible for Subrecipient compliance with the requirements of this clause and may be held liable for unpaid wages due Subrecipient workers.

k) **Subawards.** The Recipient shall include the substance of this clause, including this paragraph (k) in all subawards, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

**XIII. COST SHARING/MATCHING REQUIREMENT**

Non-Federal cost-share/match is not required for this grant program. However, the recipient agrees to contribute $12,500 in eligible non-Federal matching contributions that are allowable, properly documented, and must be used during the grant period to share the costs for this statement of work. Failure to use the required non-Federal matching share will result in the disallowance of costs reimbursed, and/or the deobligation of remaining unexpended funds.

**ARTICLE XIV. ADMINISTRATIVE AND INDIRECT COSTS**

The federally negotiated indirect rate plus administrative costs to be applied against this agreement, by statute 54 U.S.C. 302902, commonly known as Section 102 (e) of the NHPA, shall not exceed 25% of the total budget.

The Recipient will not use an indirect cost rate for this agreement.

**ARTICLE XV. PRE-AWARD INCURRENCE OF COSTS**

The Recipient shall be entitled to costs incurred on or after start date. In accordance with 2 CFR 200.458, such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award and only with the written approval of the Federal
Awarding agency. Pre-award costs shall only be applied to the non-Federal cost share and is not eligible for reimbursement. **No Pre-Award Costs are approved for this grant.**

ARTICLE XVI. PATENTS AND INVENTIONS

Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

ARTICLE XVII. REQUIREMENT FOR PROJECT SIGN/NOTIFICATION

The grantee must create public notification of the project in the form of a project sign, website posting, and proper credit for announcements and publications as appropriate. Signage/notification must be submitted for approval by the ATR in advance. Also must: be of reasonable and adequate design and construction to withstand weather exposure; be of a size that can be easily read from the public right-of-way; and be maintained in place throughout the project term as stipulated in this Grant Agreement. At a minimum, all notifications must contain the following statement: “[Project Name] is being supported in part by an African American Civil Rights Grant from the Historic Preservation Fund administered by the National Park Service, Department of the Interior.” Additional information briefly identifying the historical significance of the property, recognizing other contributors, or use of the allowable logo (with approval) is encouraged and permissible. Photo documentation of the sign/notification must be submitted to NPS ATR with the first Performance Report. The cost of fabricating and erecting notification is an eligible cost for this grant.

ARTICLE XVIII. NPS CONCURRENCE WITH SELECTION OF ALL CONSULTANTS AND CONTRACTORS.

The grantee must submit documentation of a competitive consultant selection process, along with its justification and resume(s) for consultant(s) selected for grant-assisted work, to the NPS ATR for approval prior to selection. Consultant/contractor(s) must have the requisite experience and training in historic preservation or relevant field to oversee the project work to be performed. All consultants and contractors must be competitively selected and documentation of this selection must be maintained by the grantee and be made readily available for examination by the NPS. Federal contracting and procurement guidance can be found in 2 CFR 200.318. Maximum rates charged to this grant may not exceed 120% of a Federal Civil Service GS-15, step 10 salary per project location. Current salary tables can be found on the Office of Personnel and Management website: [https://www.opm.gov/policy-data-overview/pay-leave/salaries-wages/](https://www.opm.gov/policy-data-overview/pay-leave/salaries-wages/).
ARTICLE XIX. COMPLIANCE WITH SECTION 106 and 110 (if applicable) OF THE NATIONAL HISTORIC PRESERVATION ACT

Pursuant to Section 106 of the National Historic Preservation Act (54 U.S.C. 306108), NPS and the grantee must complete the consultation process stipulated in the regulations issued by the Advisory Council for Historic Preservation in 36 CFR 800 prior to the commencement of all grant-assisted construction or ground disturbance on the property. NPS has initiated the Section 106 consultation process with the State Historic Preservation Officer (SHPO), by notifying the SHPO of the grant and sending the SHPO a copy of the grant application. NPS will review the plans and specifications submitted by the grantee, and forward a determination to the SHPO regarding the effect to historic properties. Pursuant to Section 110(f) of the Act, NPS will seek to minimize harm to any National Historic Landmark (NHL) and will seek the comments of the NPS Region when a project involves work to an NHL property. When all work funded under this grant has been completed, the grantee must submit a copy of the final Performance Report to the NPS to confirm that all work was completed as agreed upon.

ARTICLE XX. REQUIREMENT FOR NEPA COMPLIANCE

All HPF funded grants are subject to the requirements of the National Environmental Policy Act (NEPA) of 1969, as amended. This Act requires Federal agencies to consider the reasonably foreseeable environmental consequences of all grant-supported activities. As part of NPS implementation of this Act, grantees are required to notify NPS of any reasonably foreseeable impacts to the environment from grant-supported activities, or to certify that no such impacts will arise upon receipt of a grant award. In addition, NPS has determined that most HPF grant funds are not expected to individually or cumulatively have a significant impact on the environment, unless the activity involves development (construction) or archeology. For construction or archeology projects, the applicant should submit an Environmental Screening Worksheets, in order to assist the NPS in determining if a Categorical Exclusion (found in NPS Director’s Order 12) can be utilized. Worksheets may be obtained at: https://www.nps.gov/preservation-grants/civil-rights/reporting.html
Worksheets may be submitted with plans and specifications if required by the Statement of Work.

ARTICLE XX. – ATTACHMENTS

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

Attachments:
Environmental Certification
Publications/ Deliverables Submission Guidelines

ARTICLE XIV – SIGNATURES
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

FOR CITY OF LANSING:

[Signature]

CITY OF LANSING: Andy Schor
Title: Mayor
Date: 8-24-18

FOR THE NATIONAL PARK SERVICE:

Megan J. Brown
Chief, State, Tribal, Local, Plans & Grants
Awarding Officer

Date
ENVIRONMENTAL CERTIFICATION

Based upon a review of the application, proposed work, and the supporting documentation contacting in the applications, it has been determined that the proposed HPF funded work meets the criteria for categorical exclusion under the current Interim Director’s Order 12 Categorical Exclusions (replacing DO-12 Handbook, Chapter 3, Sections 3.3, 3.4, and 3.5).

Applicable categorical exclusion(s) below apply to all proposed projects except development and archeological survey which must be reviewed independently:

F.1 – F.6 – Actions Related to Grant Programs

Megan J. Brown

Chief State, Tribal, Local, Plans & Grants
National Park Service

06/15/2018

Date
Publications/Deliverables Submission Guidelines to State, Tribal, Local, Plans & Grants

What do I need to submit?
Provide one digital copy of each deliverable/publication. Deliverables/publications include, but are not limited to: grant project reports; books, pamphlets and magazines; video/audio files; event documentation, including programs and photos, websites, mobile apps, exhibits, and interpretive signs.

For development (construction) grants only:
- Submit photos of all work completed under the grant, including at least three views of the overall structure and all elements of the scope of work. Refer to “Documenting Historic Places on Film” for more information on photographing a variety of historic environments and buildings: nps.gov/nr/publications/bulletins/photobui/pt3.htm.
- Provide a fully executed, recorded copy of the preservation easement/covenant.

Include the following disclaimer and acknowledgement with all deliverables/publications: “This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior.”

How should I save submissions?
Name each file as follows: SHPO_[2 digit Fiscal Year]_[state postal abbreviation]_[ProjectName]_[Description]
- For “Description,” create a short (less than 50 characters) and unique description that would help someone to easily and quickly identify the file.
- Do not use spaces or special characters (#, %, &, ?) in filenames. If files are part of a series, append the number 001, 002, 003, etc. to the end of the description, as seen in the examples below.

Examples of files for African American Civil Rights (AARC) grants:
SHPO_17_AL_CityOfWilmont_SideViewOfChapelPreRestoration.jpg
SHPO_17_ME_ClarksvillePrison_MainWordTourGuide.pdf
SHPO_17_IL_LadyWilliamsHome_DocumentaryLongCut.mpg
SHPO_17_ID_BatesvilleRailroad_JeromeWilliamsInterview001.mp3
SHPO_17_ID_BatesvilleRailroad_JeromeWilliamsInterview002.mp3

Required file formats and resolution:
- Reports and publications: PDFs at 300 pixels per inch, at 100 percent of the size of the original document. When possible, convert original publication files to PDF (for example, from Word or InDesign files). Otherwise, use high-quality scans of printed materials.
- Photos: JPEGs or TIFs at a minimum resolution of 3000 x 2000 pixels (or 6 megapixels).
- Videos: MP4 files at a resolution of 1280 by 720 pixels. Include a transcript of each video in a Word document.
- Audio files: uncompressed WAV files. Include a transcript of each file in a Word document.
- For more information about other types of deliverables or publications, consult the National Archives' transfer guidance tables (https://www.archives.gov/records-mgmt/policy/transfer-guidance-tables.html). Submit all files in formats that either “preferred” or “accepted” by the National Archives.

How do I submit submissions?
Upload all files via secure.nps.gov, following the procedure below.
a) Notify your grant manager that you are ready to submit products and deliverables. Your grant manager will then authorize you to upload files to the appropriate folder, which will send you an invitation e-mail.
b) Click on the invitation e-mail from doisecurefiletransfer@doigov. Create a password for your account.
c) You may then upload up to 128 files at one time. (If you have more than 128 files, consider creating a single zip folder containing all of your files.)
d) Include an index to all products and deliverables. Contact your grant manager should you have any questions.
Publications/Deliverables Submission Guidelines to State, Tribal, Local, Plans & Grants (cont.)

What information should be included with my submissions?

Include an index for all deliverables/publications as a Word document. Include the following information for each deliverable/publication:

- Title
- Filename
- Creator (give full names and their roles in creating the product/deliverable)
- Date Completed
- Extent (pages, length, number of slides; use when applicable)
- Description

Example description of a document:
Title: Intensive Survey of East Walters Street, Lafayette, Colorado
Filename: SHPO_17_W1_CityOfLafayette_IntensiveSurveyOfEastWaltersStreet.pdf
Creator: Clyde Banks (historian), William Laurence (historian), Laurence/Banks Architectonics (organization)
Date Completed: July 18, 2017
Extent: 96 pages
Description: Report on an intensive architectural survey of 31 properties along East Walters Street is divided into four sections: an introductory historic context; a chapter on methodology; a summary of the survey’s findings; and an appendix of detailed information for each property found eligible for designation. The survey found that 63 were eligible for local designation, 14 eligible for state designation, and 12 eligible for national designation.

Example description of a video:
Title: Havin’ Fun on the Banks of the Wabash
Filename: SHPO_17_PA_WabashHistory_HavinFunOnTheBanksOfTheWabashDocumentary.mpg
Creator: Kelly Worthon (producer), Billy Banks (director), Video Magic (organization)
Date Completed: July 30, 2006
Extent: 40:22
Description: This documentary tells the story of amusement parks on the Wabash River. Eight parks are featured: Williams Park, Fun Escapes, Big Night on the Old Town, Grover’s Corners, Fairy Tale Land and Spa, Big Bill’s Bonnaroo, and S&’ Park’s Fun Zone. Five interviewees talk about the parks: Dr. Clint Harve, a professor of amusement studies at Clarksville University; Mary Clary, author of several mysteries set in amusement parks; Bill William, a self-described coaster junkie; Sanjeet Gupta, Mayor of Wabash City; and Barry O’Larry, a clown formerly employed by Grover’s Corners.

Example description of a single photo:
Title: Basement Bathroom Sink, Pre-Rehabilitation
Filename: SHPO_17_AR_ParkersBowlingAlley_BasementBathroomSinkPreRehab.jpg
Creator: Mark Sharpsburg (photographer)
Date Completed: March 12, 2015
Description: Shows the easternmost of the two sinks in the bathroom adjacent to the bowler’s lounge.

Example description of a series of photos (use only for a group of photos showing the same subject or activity):
Title: Clint Harvey Interviews Madame C.J. Walker
Filename: SHPO_17_IN_WalkerCenter_ClintHarveyInterviewsMadameCJWalker001.jpg to SHPO_17_IN_WalkerCenter_ClintHarveyInterviewsMadameCJWalker024.jpg
Creator: Billy Blanks (photographer)
Date Completed: March 12, 2002
Description: Series of photos of Clint Harvey’s interview with Madame C.J. Walker, conducted in her office at the Walker Center.