The Lansing Economic Development Corporation’s mission is to create quality jobs, diversify the local economy and improve overall quality of life by attracting, expanding and retaining business and industry in the City of Lansing.
Lansing Economic Development Corporation
Board of Director’s Meeting Minutes
Friday, September 6, 2019 – 8:30 AM
LEAP Office
1000 S Washington Ave. Ste. 201
Lansing, MI 48910

Members Present: Calvin Jones, Thomas Donaldson, James Butler III, Shelley Davis-Boyd, Blake Johnson, Andrea Binoniemi
Members Absent: Brian McGrain (E), Fred Schaible (E), Kimberly Coleman (E)
Temp Members Present: None
Staff Present: Karl Dorshimer, Hannah Bryant, Kris Klein
Guests:  

Call to Order

Vice-Chair Donaldson welcomed everyone and called the LEDC Board of Directors meeting to order at 9:22 a.m.

Approval of LEDC Board Meeting Minutes – Friday, August 2, 2019

MOTION: Butler moved to approve the LEDC meeting minutes from the Friday, August 2, 2019 LEDC Board of Director’s meeting, as presented. Motion seconded by Binoniemi.

YEAS: Unanimous. Motion Carried.

Approval of First Amendment to CDBG Façade Improvement Program Grantee and Sub-Grantee Agreement (Action)

Klein provided an overview of the façade project and the timeline. Klein discussed that they wish to extend the timeline to allow for the close out of the project.

MOTION: Binoniemi moved to approve the First Amendment to CDBG Façade Improvement Program Grantee and Sub-Grantee Agreement, as presented. Motion seconded by Davis-Boyd.

YEAS: Unanimous. Motion Carried.

Approval of LEDC 2019-2020 Budget Amendment for CDBG Façade Improvement Grant Program (Action)

MOTION: Binoniemi moved to approve LEDC 2019-2020 Budget Amendment for CDBG Façade Improvement, as presented. Motion seconded by Johnson.
YEAS: Unanimous. Motion Carried.

**Project Updates**

Dorshimer provided project updates.

735 Hazel: Donaldson inquired on the vapor intrusion issues on-site and if the new developer plans to install a barrier.

Bryant provided an update on City of Lansing façade program.

Butler requested that project updates include total investment amounts within the description.

**Open Forum for LEDC Board of Directors**

Vice-Chair Donaldson opened the floor to LBRA Board Members, no comments were provided.

**Other Business**

Binoniemi noted that she has changed jobs, now works for TriStar Trust. Donaldson inquired about the Board Insurance’s and requested an update for the October meeting.

**Public Comment**

None was provided.

**Adjournment**

There being no further business, Vice-Chair Donaldson declared the LEDC meeting adjourned at 9:48 a.m.

Karl Dorshimer, Director of Economic Development
Lansing Economic Area Partnership (LEAP)
ECONOMIC DEVELOPMENT CORPORATION
OF THE CITY OF LANSING
Certificate of Resolution by Board of Directors

At a regular meeting of the Board of Directors of the Economic Development Corporation of the City of Lansing held on Friday, October 4, 2019 at 8:30 a.m., pursuant to notice duly given:

PRESENT: Members:

ABSENT: Members:

The following preamble and resolution was offered by;

Member: , and seconded by:

Member:

LEDZ 2019-2020 Budget Amendment:

WHEREAS, on Friday, May 31, 2019, the Lansing Economic Development Corporation (LEDC) Board of Directors adopted a resolution supporting the application for a Brownfield Redevelopment Grant (Grant) to the Michigan Department of Environmental, Great Lakes, & Energy (EGLE, formerly Department of Environmental Quality), to assist ANC Holdings, LLC (Developer) with the brownfield redevelopment project (Allen Place) located at 1611 E. Kalamazoo St. (Property) in Lansing, Michigan; and

WHEREAS, with the same resolution adopted on Friday, May 31, 2019, the LEDC Board of Directors authorized acceptance of the Grant, if approved by EGLE, to be issued to and managed by the LEDC and directed its authorized representative(s) to negotiate and enter on the LEDC’s behalf any related grant agreements to assist the Developer with the Allen Place project; and

WHEREAS, on July 24, 2019, the LEDC was awarded an EGLE Brownfield Redevelopment Grant in the amount of $850,000 for the Allen Place project; and

WHEREAS, on August 1, 2019, EGLE and the LEDC entered into a Brownfield Grant Agreement for the Allen Place project, a copy of which is attached as Exhibit A; and

WHEREAS, on September 26, 2019, the LEDC and the Developer entered into a Brownfield Redevelopment Grant Agreement to provide funding to assist with certain work related to the assessment, investigation, remediation, and mitigation of environmental contamination in connection with the redevelopment of the Property, a copy of which is attached as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LANSING ECONOMIC DEVELOPMENT CORPORATION AS FOLLOWS:

1. The Lansing Economic Development Corporation Board of Directors approves amending the 2019/2020 budget to reflect the receipt and appropriation of funding in the amount of $850,000 (Grant Funds) to be used for the delivery of Grantee requirements of the EGLE
Brownfield Redevelopment Grant for the Allen Place project.

2. Per the Grant Agreement between the LEDC and Developer, the LEDC intends to use the Grant Funds provided by EGLE to reimburse the Developer for undertaking certain work related to the assessment, investigation, remediation, and mitigation of environmental contamination in connection with the redevelopment of the Property, per the Michigan Department of Environment, Great Lakes & Energy (EGLE, formerly Department of Environmental Quality) Brownfield Redevelopment Grant Contract and approved EGLE Work Plan for the Allen Place project.

3. Additionally, the LEDC agrees that if any section, clause or phrase of this Resolution is declared as invalid by a court of law, that ruling shall not affect the intent and purpose of this Resolution and validity of the remaining provisions of the Resolution.

4. Finally, the LEDC declares that all resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are repealed.

YEAS: ()

NAYS: ()

ABSTENTIONS: ()

ABSENT: ()

PREAMBLE AND RESOLUTIONS DECLARED ADOPTED.

STATE OF MICHIGAN )
COUNTY OF INGHAM ) ss.

I hereby certify that the foregoing is a true and a complete copy of a preamble and resolutions adopted at a regular meeting of the Economic Development Corporation of the City of Lansing held on the 4th day of October 2019, and said preamble and resolutions are on file in the office of the Economic Development Corporation of the City of Lansing and are available to the public. Public notice of the meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan 1976, including in the case of a special or re-scheduled meeting, notice by publication or posting of at least eighteen (18) hours prior to the time set for the meeting. In addition, the meeting was held in full compliance with the Board’s By-Laws.

IN WITNESS WHEREOF, I have hereunto affixed my official signature.

Calvin Jones, Chair
LEDC Board of Directors
BROWNFIELD GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT
LAKES, AND ENERGY
AND THE
LANSONG ECONOMIC DEVELOPMENT CORPORATION

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy, Remediation and Redevelopment Division (hereafter "State"), and the Lansing Economic Development Corporation (hereafter "Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to the funding sources identified in Appendix A. This Agreement is subject to the terms and conditions specified herein.

Project Name: Allen Place
Amount of Grant: $850,000
Start Date: Date executed by the State

Location Code: 6F12
Tracking Code: 2019-2400
End Date: Two years after Start Date

GRANTEE CONTACT:

Name/Title
Karl Dorshimer
Vice President
Organization
Lansing Economic Development Corporation (LEDC)
c/o Lansing Economic Area Partnership
Address
1000 South Washington Avenue, Suite 201
Lansing, Michigan 48910

Telephone number
517-702-3387
E-mail address
karl@purelansing.com
Federal ID number
38-2136081

STATE'S CONTACT:

Name/Title
Janet Michaluk
Brownfield Coordinator
Division
Remediation and Redevelopment Division
Address
Constitution Hall, South Tower, 1st Floor
525 West Allegan Street
P.O. Box 30426
Lansing, Michigan 48909
Telephone number
517-643-0314
E-mail address
michalukj@michigan.gov

The individuals signing below certify by their signatures that they are authorized to sign this Grant Agreement on behalf of their agencies, and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

[Signature]
Karl Dorshimer, Vice President
Lansing Economic Area Partnership

July 30, 2019
Date

FOR THE STATE:

[Signature]
Kathleen Shirey, Acting Director
Remediation and Redevelopment Division
Michigan Department of Environment, Great Lakes, and Energy

8/1/19
Grant Execution Date / Agreement Start Date
Agreement End Date is two years after this date

Rev. 4-22-19
I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement other than budget line item revisions less than 20 percent of the total Agreement amount shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

<table>
<thead>
<tr>
<th>Reporting Period</th>
<th>Due Date</th>
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</thead>
<tbody>
<tr>
<td>January 1 – March 31</td>
<td>April 30</td>
</tr>
<tr>
<td>April 1 – June 30</td>
<td>July 31</td>
</tr>
<tr>
<td>July 1 – September 30</td>
<td>Before October 15*</td>
</tr>
<tr>
<td>October 1 – December 31</td>
<td>January 31</td>
</tr>
</tbody>
</table>

*Due to the State’s year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State’s contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.
(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

(C) The Grantee must provide electronic copies of all products and deliverables in accordance with Appendix A.

(D) All products shall acknowledge that the project was supported in whole or in part by the State, per the guidelines provided by the program.

(E) If 15 percent (15%) or more of the grant amount is expended in a single quarter, payment requests may be submitted once monthly during that quarter.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee’s receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State’s approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State’s review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.
VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq., and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 et seq.

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with OMB Circular A-21, A-87, or A-122, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the
language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan’s lobbying statute, MCL 4.415(2). “Lobbying’ means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action.” The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.

(2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection(2).

(4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

(5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of ten (10) years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee’s actions under this Agreement.

(B) The Grantee must comply with applicable workers’ compensation laws while engaging in activities authorized under this Agreement.
XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement, unless otherwise specified in Appendix A.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self-Service website (http://www.michigan.gov/sigmavss).

(F) An amount equal to ten percent (10%) of the grant award will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A.

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State’s claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.
XXI. **TERMINATION**

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

   a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with
      the requirements of the authorizing legislation cited on page 1, or the rules
      promulgated thereunder, or other applicable law or rules.
   b. If the Grantee knowingly and willingly presents false information to the State for the
      purpose of obtaining this Agreement or any payment under this Agreement.
   c. If the State finds that the Grantee, or any of the Grantee’s agents or representatives,
      offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or
      agent of the State in an attempt to secure a subcontract or favorable treatment in
      awarding, amending, or making any determinations related to the performance of this
      Agreement.
   d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in
      the register of persons engaging in unfair labor practices that is compiled by the
      Michigan Department of Licensing and Regulatory Affairs or its successor.
   e. During the 30-day written notice period, the State shall withhold payment for any findings
      under subparagraphs a through d above, and the Grantee will immediately cease
      charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the
Grantee, or any agent of any subcontract is:

   a. Convicted of a criminal offense incident to the application for or performance of a State,
      public, or private contract or subcontract;
   b. Convicted of a criminal offense, including but not limited to any of the following:
      embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving
      stolen property, or attempting to influence a public employee to breach the ethical
      conduct standards for State of Michigan employees;
   c. Convicted under State or federal antitrust statutes; or
   d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects
      on the Grantee’s business integrity.
   e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a
portion of funds received under this Agreement.

XXII. **IRAN SANCTIONS ACT**

By signing this Agreement the Grantee is certifying that it is not an Iran-linked business, and that
its contractors are not Iran-linked businesses, as defined in MCL 129.312.

XXIII. **ACCESS AGREEMENTS**

A voluntary access agreement or court-ordered access must be secured by the Grantee prior to
performance of the scope of work described in Appendix A for any portion of the project area or
property where grant activities will be undertaken and that is not owned by the Grantee. Evidence
of access must be provided to the State at its request.

XXIV. **GRANT ADMINISTRATION**

The use of a Grant Administrator to review work plans, reports, and other documents prepared by
the contractor(s), review invoices, write project status reports, and coordinate project activities and
communications is eligible for reimbursement conditional upon the State’s approval of a scope of
work and budget prior to incurring grant administration costs. Grant administration costs will be limited to three percent (3%) [ten percent (10%) (for areawides only)] of the total grant amount.

XXV. INELIGIBLE EXPENSES

Although the following costs may be related to the scope of work described in Appendix A, the following are ineligible for reimbursement under the grant:

Office equipment; software; insurance, except liability insurance required pursuant to this Agreement; taxes, except sales taxes; replacement or purchase of equipment; drinking water supply replacement, defined as but is not limited to, providing bottled water, constructing a new well, and extending or constructing a water supply system; operation and maintenance, defined as the activities necessary to provide for continued effectiveness and integrity of a response activity after construction of the response activity means or measures. The term includes activities such as groundwater removal and treatment; restoration of property or infrastructure, unless included in Appendix A; fees for attorneys or legal advice; grant recipient staff time for application submittal; costs incurred for environmental activities under a local Brownfield Redevelopment Authority Plan; costs incurred for activities outside a State-approved work plan; labor overtime; and training.

Travel costs for either vehicle use or vehicle mileage will be reimbursed, but not both. Vehicle mileage will be reimbursed at a maximum of the federal rate allowed by the Internal Revenue Service at the time the costs are incurred. Fees, such as those incurred for state or local permits; underground storage tank registration; late fees; or other fees may be eligible at the State’s discretion. Other expenses may be determined ineligible in the course of invoice reviews.

XXVI. BIDS, CONTRACTORS

(A) For contracts over $20,000, the Grantee shall provide, or cause to be provided, the qualifications of the selected contractor(s) to the State. The State reserves the right to object to the selected contractor(s) or their qualifications. If the State has objections, it will inform the Grantee in writing within 30 days of receipt of the selected contractor’s qualifications.

(B) For any contract over $20,000, except professional services, the Grantee shall solicit, or cause to be solicited, bids from at least three qualified contractors. The Grantee shall provide to the State copies of all bids received. If the contractor that submitted the lowest bid is not the contractor selected, the Grantee must submit written justification for the selection.

(C) Any contractor(s) retained for corrective action on regulated underground storage tanks shall be a qualified underground storage tank consultant that meets the requirements of Section 21325 of Part 213, Leaking Underground Storage Tanks of the NREPA.

(D) Any contractor(s) retained for asbestos abatement shall possess appropriate qualifications to perform asbestos abatement.

(E) Contractor markup on subcontractors and equipment is limited to a maximum of ten percent (10%) of the original cost, and subject to approval by the State.

XXVII. WORK PLANS AND PROJECT IMPLEMENTATION

(A) Prior to conducting any activities except property acquisition under the Agreement, the Grantee or its contractor shall submit a detailed work plan to the State for its approval. Work plans must include a description of the proposed activities, a budget, and a schedule for conducting the activities under Appendix A. A supplementary work plan, budget, and schedule are required for each subsequent phase of work. The Grantee and its contractor shall not proceed with grant-funded activities until the State approves the work plan, budget, and schedule in writing. The State may approve, modify and approve, or require amendments to the work plan.
(B) The Grantee or its contractor shall implement the work plan upon the State's written approval and according to the schedules contained therein. Changes or additions to the work plan may be submitted in writing and are subject to approval by the State. Changes to work plans without prior approval from the State, or performance of activities that are not part of an approved work plan or an amendment to a work plan, are considered ineligible expenses and may result in the Grantee being responsible for payment of unapproved activities.

XXVIII. ECONOMIC DEVELOPMENT

(A) The Grant Recipient acknowledges by its signature of this Agreement that there have been no material changes in the economic development proposal, property ownership, or other conditions of the property or project since the date the grant funds were awarded.

(B) In the event the proposed development changes or is not implemented, the Grantee shall immediately notify the State in writing and shall secure a new development project for the property within six (6) months after such notification. The Grantee shall then notify the State in writing of the proposed development. The alternate development project is also subject to approval by the State.

XXIX. OTHER TERMS AND CONDITIONS

(A) The State may withhold the grant until the State determines that the Grantee is able to proceed with the project scope described in Appendix A, pursuant to Part 196, Section 19612(3), of the NREPA.

(B) Following completion of the project, the State may conduct annual compliance inspections for two (2) years to determine whether the project is being maintained for the use specified in this Agreement.

(C) The Grantee acknowledges, by signature of this Agreement, that the State is not obligated to provide additional funding beyond the Agreement amount should additional environmental costs be necessary to complete the project.

(D) If necessary to allow for completion of the project, the Grantee and State may mutually agree to extend the term of the Agreement. Agreement extensions should be requested by the Grantee or the State in writing, prior to the Agreement end date. The term of the Agreement may be extended up to a maximum of four additional 1-year periods. This Agreement may only be extended by a signed agreement between both parties.
BROWNFIELD REDEVELOPMENT
GRANT / LOAN
APPENDIX A

<table>
<thead>
<tr>
<th>Project Details</th>
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<tbody>
<tr>
<td>Project name and address</td>
</tr>
<tr>
<td>Tracking code</td>
</tr>
<tr>
<td>Private investment</td>
</tr>
<tr>
<td>Grant amount</td>
</tr>
<tr>
<td>Funding Sources</td>
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</tbody>
</table>

PROJECT DESCRIPTION: The Lansing Economic Development Corporation (LEDC) is receiving a grant to facilitate the conversion of the 2-story Kircher Complex (see figure 1) into a 2-2 ½ story mixed-use, comprehensive community space. The property includes a former dry cleaner and gasoline service station which are believed to be the source of soil and groundwater contamination that pose a vapor intrusion risk to the future building. Grant funding will be used for further investigation, partial demolition of the existing structures, to address contaminated media encountered during construction, and installation of a vapor mitigation system in the proposed structure.

ANTICIPATED SCOPE OF WORK / BUDGET:

- Assessment and investigation including, but not limited to, investigation and sampling activities
- Demolition and abatement
- Underground storage tank (UST) removal
- Due care including, but not limited to, preparation of plans for compliance with due care transportation and disposal of contaminated media, a vapor mitigation system, work plans, design, contractor procurement, oversight, project management, and reporting
<table>
<thead>
<tr>
<th>Eligible Activity</th>
<th>Grant</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Assessment and investigation</td>
<td>$25,000</td>
</tr>
<tr>
<td>2. Demolition and abatement*</td>
<td>$95,000</td>
</tr>
<tr>
<td>3. UST removal</td>
<td>$10,000</td>
</tr>
<tr>
<td>4. Due care</td>
<td>$571,000</td>
</tr>
<tr>
<td>5. Third-party environmental oversight professional</td>
<td>$20,000</td>
</tr>
<tr>
<td>6. Grant administration (up to 3 percent of grant amount)</td>
<td>$25,000</td>
</tr>
<tr>
<td>7. Contingency (up to 15 percent of grant amount)</td>
<td>$104,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$850,000</strong></td>
</tr>
</tbody>
</table>

*Demolition and abatement costs cannot exceed 50% of the total project cost. Since demolition will occur before other eligible activities, demolition reimbursement will be deferred until other eligible project costs equal or exceed 50% of the total project cost.

In addition to the broad budget items above, the grant and/or loan may be used for work plan and budget development, bid solicitation, technical specifications, and other administrative tasks approved by the Department of Environment, Great Lakes, and Energy (EGLE) grant coordinator. All grant- or loan-eligible work, including tasks not listed above, must be approved in advance. Work completed without an approved work plan may not be eligible for grant or loan reimbursement.

Prior to the start of any grant- or loan-eligible work, a work plan must be submitted to EGLE for review and approval. Work plan development will be paid for under the budget items listed above. A budget of $1,000 per work plan is approved for site assessments. A budget of $2,500 each is approved for all other work plans. If development of a work plan is expected to cost more than the pre-approved budgets, the anticipated cost to develop the work plan must be approved by the grant/loan coordinator in advance, or the excess cost will not be eligible for reimbursement.

Progress reports must be submitted quarterly even if no expenses were incurred during the quarter. Progress reports must include invoices for expenses incurred during the quarter and copies of checks or statements showing all consultants / contractors were paid from at least the previous quarter.
**SCHEDULE:** Work will be initiated on approved projects within two weeks of State approval unless otherwise approved by the State. The project will proceed on the following schedule:

<table>
<thead>
<tr>
<th>Task</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Assessment and investigation</td>
<td>1st quarter after start date</td>
</tr>
<tr>
<td>2. Demolition and cebatement</td>
<td>2nd quarter after start date</td>
</tr>
<tr>
<td>3. UST removal</td>
<td>2nd quarter after start date</td>
</tr>
<tr>
<td>4. Due care</td>
<td>2nd and 3rd quarter after start date</td>
</tr>
<tr>
<td>5. Third-party environmental oversight professional</td>
<td>1st through 3rd quarter after start date</td>
</tr>
<tr>
<td>6. Grant administration</td>
<td>1st through 3rd quarter after start date</td>
</tr>
<tr>
<td>7. Contingency</td>
<td>1st through 3rd quarter after start date</td>
</tr>
</tbody>
</table>
1611 EAST KALAMAZOO STREET
LANSING, INGHAM COUNTY
S15 T4N R2W
FIGURE 1
EGLE Remediation & Redevelopment Division
May 2019
This Brownfield Redevelopment Grant Agreement (the “Agreement”) made by the Lansing Economic Development Corporation (the “LEDC”), a Michigan municipal authority formed pursuant to Michigan Public Act 338 of 1974, as amended (the “Act”), located at 1000 South Washington Avenue, Suite 201, Lansing, Michigan 48910; and ANC Holdings, LLC, a Michigan limited liability company, with a business address of 1611 E. Kalamazoo St. Lansing, MI 48912 (the “Developer”).

RECITALS

WHEREAS, The Developer intends to develop the property in the City of Lansing which is described on the attached Exhibit A (the “Property”) and which, as defined by Part 201 of Michigan’s Natural Resources and Environmental Protection Act (P.A. 451 of 1994, as amended), is an “eligible property” and is therefore commonly referred to as a “brownfield”, and

WHEREAS, the LEDC has applied for and received a $850,000.00 Michigan Department of Environment, Great Lakes & Energy (EGLE, formerly Department of Environmental Quality) Brownfield Redevelopment Grant (the “Grant Funds”), as authorized by Part 196 of Michigan Public Act 451 of 1994 the Natural Resources and Environmental Protection Act (the “Part 196”) on the behalf of the Developer; and

WHEREAS, pursuant to Part 196, Grant Funds are to be used to undertake cleanup of brownfield sites by making low interest loans and grants to parties willing to undertake cleanup of these sites; and that the LEDC is responsible for the administration of the Grant Funds; and

WHEREAS, the LEDC (the “Grantor”) intends to use the Grant Funds to reimburse the Developer (the “Grantee”) for undertaking certain work related to the assessment, investigation, remediation, and mitigation of environmental contamination (the “Work”) in connection with the redevelopment of the Property, per the Michigan Department of Environment, Great Lakes & Energy (EGLE, formerly Department of Environmental Quality) Brownfield Redevelopment Grant Contract (Project Name: Allen Place, Location Code: 6F12, Tracking Code: 2019-2400) (“Grant Contract”), a copy of which is attached as Exhibit D, and approved EGLE Work Plan;
AGREEMENT

NOW THEREFORE, for good and valuable consideration including the mutual covenants of the Parties made herein, the receipt and sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

1.0 Subject to and as provided by the terms and conditions of this Agreement, and subject to determination by the LEDC that the Developer has sufficient funding and the Project is otherwise likely to be completed and occupied, the LEDC agrees to use the Grant Funds to reimburse the Developer for Eligible Activities, as defined by Part 196, per Grant Contract and Work Plan, in an amount not to exceed the amount of the Grant. These Eligible Activities must be completed by August 1, 2021, per the Grant Contract.

2.0 The Developer accepts and agrees to the requirements and limitations stated in the terms and conditions of the Grant Contract, a copy of which is attached as Exhibit B, and which terms and conditions are incorporated herein by reference. The Developer agrees to comply with such terms and conditions to the extent same are under its control or influence, even though the Developer is not a party to the Grant Contract, and to fully cooperate with the LEDC in the LEDC’s efforts to comply with said terms and conditions.

3.0 The Developer agrees to indemnify and hold harmless the LEDC for any and all losses incurred by the LEDC related to the terms and conditions of the Grant Contract, which losses are caused by the acts or omissions of the Developer.

4.0 The Developer’s addresses are as follows:

Mail - 1611 E. Kalamazoo St.
Lansing, MI 48912

Attn: Joan M. Nelson, Authorized Representative
Email - joann@allenneighborhoodcenter.org

(Signatures on the following page)
The Parties have executed this Agreement effective on the 26 day of SEPT, 2019.

ANC Holdings, LLC, a Michigan limited liability company

By: ANC Holdings, LLC
Its: Authorized Representative

By: [Signature]
Joan M. Nelson
Its: Authorized Representative

STATE OF MICHIGAN )
COUNTY OF INGHAM )SS.

The foregoing instrument was acknowledged before me this 26 day of SEPT, 2019, by Joan M. Nelson, Authorized Representative of ANC Holdings, LLC, a Michigan Limited Liability Company.

[Signature]
Kris Klein
Notary Public
Ingham County, Michigan
Acting in County, Michigan
My Commission Expires: 01-11-2025
LANSONG ECONOMIC DEVELOPMENT CORPORATION

By: Karl R. Dorshimer
Its: Representative

STATE OF MICHIGAN  )
) SS.
COUNTY OF INGHAM  )

The foregoing instrument was acknowledged before me this 26 day of Sept., 2019, by Karl R. Dorshimer, Representative of Lansing Economic Development Corporation.

Kris Klein
Notary Public
County of Ingham
My Commission Expires: 01-11-2025
Acting in the County of_
EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

LOT 6, 7, 8, 9, 10 BLOCK 4 ASSESSORS PLAT NO 16

Parcel Number: 33-01-01-15-427-302
Commonly Known As: 1611 E KALAMAZOO ST., LANSING, MI 48912
EXHIBIT B
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES & ENERGY
BROWNFIELD REDEVELOPMENT GRANT
At a regular meeting of the Board of Directors of the Lansing Economic Development Corporation, Lansing, Michigan, held on the 4th day of October 2019 at 8:30 a.m., pursuant to notice duly given:

MEMBERS PRESENT:

MEMBERS ABSENT:

The following preamble and resolution was offered by;

Member: and supported by;

Member:

Amendment to LEDC – LEAP 2019/2020 Contract:

WHEREAS, on June 7, 2019 the City of Lansing, Lansing Economic Development Corporation (LEDC) and the Lansing Economic Area Partnership (LEAP) entered into a contract for LEAP to provide economic services (Agreement) commencing on July 1, 2019 and ending on June 30, 2020 a copy of which is attachment, and

WHEREAS, the Agreement specified in return for LEAP’s performance and completion of the Agreement, the LEDC shall pay LEAP the amount of $500,000 in two equal payments of $250,000 one on July 1, 2019 and the other on January 1, 2020, and

WHEREAS, the LEDC desires to increase the amount paid to LEAP per the Agreement from $500,000 to $510,000, and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LANSING ECONOMIC DEVELOPMENT CORPORATION AS FOLLOWS:

1. The Lansing Economic Development Corporation (LEDC) Board of Directors approves amending the 2019 – 2020 “Contract Between the Lansing Economic Development Corporation and Lansing Economic Area Partnership, Inc (LEAP) to increase the total compensation to LEAP to $510,000 by increasing the payment to LEAP on January 1, 2020 from $250,000 to $260,000.

2. All the other terms and conditions of the Agreement remain unchanged and in full force and effect.
YEAS:

NAYS:

ABSTENTIONS:

ABSENT:

RESOLUTION DECLARED ADOPTED

STATE OF MICHIGAN      )
                      )SS.
COUNTY OF INGHAM       )

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the Lansing Economic Development Corporation held on the 4th day of October 2019, and said resolution is on file in the office of Lansing Economic Area Partnership and is available to the public. Public notice of the said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan 1976, including in the case of a special or re-scheduled meeting, notice by publication or posting of at least eighteen (18) hours prior to the time set for the meeting. In addition, said meeting was held in full compliance with the Board’s By-Laws.

IN WITNESS WHEREOF, I have hereunto affixed my official signature.

__________________________________________
Calvin Jones, Chair
LEDC Board of Directors