

# **CITY OF LANSING BUILDING AUTHORITY**

# Counties of Ingham and Eaton State of Michigan

RFP/22/058

# City Hall and 54-A District Court Project

Issue Date: Wednesday, February 2, 2022

Due Date: Tuesday March 8, 2022 by 2:00 pm EST

Prepared by:

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# 1 General Information & Requirements

#### 1.1 General Information

Lansing Building Authority (the "LBA"), on behalf of the City of Lansing (the "City"), is soliciting this Request For Proposal (the "RFP") for the selection of a qualified developer partner (the "Developer" or "Respondent") in a public-private partnership ("P3") to be formed to relocate City Hall and 54-A District Court operations (the "Project") in accordance with the terms, conditions, and requirements as set forth in this RFP and associated project documents, which will achieve the following goals and objectives.

- Foster economic development in the downtown Lansing business district;
- Relocate all of City Hall and 54-A District Court operations including Police and Lock-up functions from their current location at 124 W. Michigan Avenue to a single location consisting of one facility or complex ("Centralized Facility") or multiple properties within the development zone ("Decentralized Facilities") by virtue of repurposing existing building(s) or space (whether City owned, or to be leased/purchased from private owners), new construction or other innovative development options;
- Maximize the redevelopment opportunity at the current City Hall property, or other properties, to increase tax revenue for capture by the City; and,
- Reduce the City's overall cost of occupancy of the City Hall and 54-A District Court
  operations through innovative plans incorporating best workplace design strategies,
  operational efficiencies, sustainable design, utilization of City assets, and or available
  privately owned real estate assets (the "Proposal").

The City encourages Developers to consider development opportunities or other related uses of City owned assets as part of their comprehensive Proposal if such development is projected to foster economic development activities and increase economic revenue in the downtown business district and further assist in reducing the cost of the Project.

Based on the evaluation of a Developer's Proposal and subsequent financial due diligence, those firms whose submission, as determined by the City best meet the selection process criteria, will be invited to attend an interview with the City to support their Proposal and answer any additional questions.

The City desires to compare competing Proposals with respect to, but not limited to: (i) achievement of the goals and objectives described above, (ii) Developer's creative vision for redevelopment of current City Hall or other City owned assets, (iii) Developer, architect, and/or construction management team's qualifications, (iv) overall cost of occupancy for City Hall and 54-A District Court operations, and (v) Developer's ability and or solution to finance the Proposal.



#### 1.2 Public Information

This solicitation has been posted by the City of Lansing on Michigan Inter-governmental Trade Network (MITN).

Any communication regarding this RFP is strictly prohibited other than written questions that may be submitted to the Point-of-Contact provided in Section 1.6 of this RFP. The City will share pertinent answers or clarify parts of this RFP with all applicants who have properly registered to respond in accordance with Section 1.5 of this RFP. Those questions and responses will also be available via Addendum on the referenced project website upon issue. This prohibition is designed to protect the professional integrity of the proposal and selection process by shielding it from undue influences. Once the selection process is complete and final negotiated agreements are executed with a Developer or Developers, information related to this solicitation may be requested subject to the Freedom of Information Act (MCL §15.231et seq.)

#### 1.3 Type of Contracts

In the event the City ultimately selects a Developer, the Developer shall execute a mutually negotiated Development Agreement ("Development Agreement") and other agreements as may be required for the Project. Development Agreement is expected to incorporate applicable elements of the Uniform Development Agreement provided as Attachment K to this RFP.

Such agreements may include purchase agreements, ground leases, space leases, or other such transactional documents required to complete the Project.

The Developer shall be responsible for all contracts under their responsibility for design, construction, and other requirements of the Project, however the City shall be entitled to review and approve all such contract awards prior to their execution.

#### 1.4 Respondent Eligibility

Only business entities authorized to do business in Michigan, or teams of such business entities may submit a Proposal. The City shall contract only with an individual firm or a formalized business organization that submits a fully responsive Proposal.

Furthermore, to be considered for award, Respondent be current in payment of any taxes, licenses, fees, permits or any other monies due to the City of Lansing at the time of proposal due date per City of Lansing Ordinance Section 206.02(a)1(G)..



#### 1.5 Respondent Registration

To obtain full access to all supporting documentation, submit questions, receive addenda, and submit Proposals, all interested Respondents must register as a "Respondent" through e-builder by submitting the following Respondent information to Catherine Tome at Catherine.tome@kramermg.com:

- 1. Company (or Team) Name
- 2. Point of Contact, telephone number and email address

Once Respondent information is received, instructions will be provided to access all RFP documents, and supporting information, along with instructions on how to submit questions, receive addenda, and submit Proposals

#### 1.6 Point-Of-Contact

The LBA has designated the following, as its representative and Point-of-Contact for this RFP. Respondents shall restrict all contact with any elected official, appointee, board member, employee, or agent of the City or other associated personnel concerning this RFP and direct all questions regarding this RFP, including questions regarding terms and conditions, to the Point-of-Contact listed below.

Pete Kramer
Kramer Management Group
1305 S. Washington Avenue, Suite 101
Lansing, MI 48910
517-719-4006
Pete.Kramer@kramermg.com

Solicitation of information other than through the designated process described herein is prohibited and may result in the disqualification of such Respondent's Proposal.

#### 1.7 Clarifications and Interpretations

Requests for clarification and or information must be submitted via e-Builder on or before 5:00 pm EST, February 22, 2022.

Any clarifications and or interpretations of this RFP will be issued as

written Addendum and will be distributed to all registered Respondents by email and will be posted on e-Builder. Respondents will be able to see all properly submitted questions.

Respondents are deemed to have notice of Addenda or changes to the RFP requirements posted on e-Builder and encouraged to review them from time to time for proper response. Acknowledgement of receipt is required on the Proposal form included as Attachment J.



#### 1.8 Submission Requirements

Proposals must be uploaded and submitted via e-Builder on or before Tuesday, March 8, 2022 at 2:00pm EST (the "Due Date"). Proposals will not be opened until after this Due Date.

**IN ADDITION**, Respondents shall deliver, within 24 hours of the Due Date, seven (7) printed and bound copies of their Proposals in a sealed package marked "Proposal for City Hall and 54-A District Court Project" and addressed to Kramer Management Group c/o Pete Kramer 1305 S. Washington Ave., Suite 101, Lansing, MI 48910

A Respondent assumes all responsibility for electronic and physical submission errors. Late Proposals will not be considered.

#### 1.9 No Reimbursement for Costs

Respondents acknowledge and accept that any costs incurred from their participation in this RFP process, and all other subsequent phases of the selection process, shall be at the sole risk and responsibility of the Respondent. The City shall not reimburse or otherwise compensate for any cost incurred in submitting a response to this RFP.

#### 1.10 Evaluation of Proposals

Properly submitted Proposals will be reviewed, evaluated, and ranked in a timely fashionby a selection committee selected by the City. The City intends to select a Developer or Developers that best demonstrate their ability to deliver the Project under the most beneficial terms for the City.

The selection of a Developer or Developers shall be based on the following criteria in order of precedence

- Most beneficial financial offering to the City
- Most significant economic impact to downtown Lansing
- Adherence to specified requirements in the RFP
- Developer's qualifications and experience with similar projects

Based upon the relative rankings of the qualified Proposals received, the City will compile a "short list" of Respondents who will be invited to present their Proposals at an interview and answer specific questions related to the Proposal. The number of Respondents on this "short list" shall be at the sole discretion of the City.

Respondents selected to participate in the interview process will be notified by e-mail and through e-Builder. Selected Respondents may also be provided the opportunity to present their proposal to the public if so desired by the City and agreed upon by all selected Respondents.

After the interview the City intends to select one or more Respondents to commence specific negotiations for the Project.



#### 1.11 Acceptance of Selection Process

By submitting a Proposal in response to this RFP, the Respondent accepts the selection process and acknowledges and accepts that determination of the most beneficial Proposal will require subjective judgments by the City and hereby waives all claims against the City related to this evaluation method for the ultimate selection under this solicitation.

#### 1.12 City's Reservation of Rights

The City may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. The City reserves the right to divide the Project into multiple parts, to reject all Proposals and re-solicit for new Proposals, or to reject any and all Proposals and temporarily or permanently abandon the Project or deliver the Project in another delivery method deemed in the best interest of the City. The City makes no representations, written or oral, that it will enter into any form of agreement with any Respondent for any project and no such representation is intended or should be construed by the issuance of this RFP. Furthermore:

- a) Any Contract will be awarded to the most responsive respondent as determined pursuant to the provisions of Chapter 206 of the City of Lansing's Code of Ordinances, provided such proposal is in the best interests of the City of Lansing to accept it.
- b) The City reserves the right to reject any and all proposals and to waive any irregularity in proposals received whenever such rejection or waiver is in its best interests. The Respondent to whom the Award is made will be notified at the earliest possible date.
- c) No Contract or Agreement shall not be considered executed unless signed by the Mayor after approval as to form by the City Attorney and certification as to the availability of funds by the City Controller, and approval by City Council if require by City Charter or Ordinance. Signatures on behalf of the City other than those cited above shall not constitute contract execution by the City and the contract shall be null and void.

#### 1.13 City Ordinance and Charter References

All City of Lansing Ordinances and Charter Sections applicable to this RFP are available at the Lansing City Clerk's office for the Respondent's inspection and review, and the Respondent understands that it is its sole responsibility to understand and fully comply with all applicable City of Lansing Ordinance and Charter sections



# 2 Project Summary

#### 2.1 General Project Description

The current City Hall, Police Lock Up, and 54-A District Court facility is nearing the end of its useful life and requires significant renovations and improvements to allow it to continue to be used to provide services to the public. Improvements required for the facility are not possible without vacating the facility and spending significant capital funds to fully renovate the facility and prepare it to serve a functional purpose. Furthermore, changes in workplace functions have changed significantly since City Hall was established in 1959. Technology, flexible work schedules, security, access to the public, and many other considerations provide for a much more efficient use of space than is available within the current facility.

Over the past seven (7) years, multiple studies have been completed that identify and document the functionally obsolete elements of the current City Hall and 54-A District Court. Multiple concepts have been evaluated to relocate City Hall and 54-A District Court operations to facilitate a transformational economic development opportunity in the heart of the downtown business district. Previous efforts have identified development opportunities for the current City Hall facility, however financially responsible options have not been provided to City Hall and 54-A District Court which would also allow such economic development activity to occur.

Prior to the COVID-19 Pandemic, the City's Mayor, Andy Schor, commissioned a study to identify the most efficient plan for relocating all City Hall, Lock Up and court functions from the current location. This study was completed in May 2019 by Ghafari Associates and is included in this RFP as Attachment B (the "Ghafari Study")

The Ghafari Study aimed to create a more efficient use of space for City Hall and 54-A District Court operations to reduce their future cost of occupancy.

Ghafari Study identified two possible real estate assets (one owned by the City, and one owned by another party) as examples of how a new City Hall may be configured. The two sites identify potential concepts for a newly constructed City Hall facility with multiple options. The options were phased to provide for a centralized City Hall building initially as phase 1, and the addition of a Police Lock Up/54-A District Court facility attached as phase 2. This "Centralized" concept represented the most efficient and desirable method to consolidate all municipal functions in one location and remains the most desirable configuration.

Knowing that cost of occupancy and capital will be challenging for this Project, the City further studied more cost-effective methods to provide services to the public under a "Decentralized" model. This model allowed for essential operations to be consolidated into a new City Hall facility but allowed for certain other City operations to be in a renovated space within the City's North Capitol Parking Ramp. A description of the potential City operations to be in that facility are further identified in the Ghafari Study.

Having put the Project on hold throughout the duration of the COVID-19 Pandemic, the City is



now actively considering the opportunity to facilitate economic development in the downtown business district and secure a feasible occupancy model for the future of City Hall and 54-A District Court operations.

The purpose of this RFP is to solicit private developers to evaluate the space requirements for the City Hall and 54-A District Court operations as provided in the Ghafari Study and propose the most cost-efficient development options that support the City's needs. The City is open to considering any feasible option under either the Centralized or Decentralized models, as well as locating certain components of the Project in one or multiple locations within the development zone indicated in Attachment C. The City also may consider separation of the Police Lock Up and 54-A District Court facility from the main City Hall facility if such an option proves to be functional and financially beneficial to the City. For the purposes of this RFP, Developers are allowed to propose multiple options, and may propose such occupancy options as new construction, renovation of existing buildings, or a combination of both.

The City would consider the following sample configurations which may be offered in either new and or renovated facilities.

- Centralized City Hall/Lock Up/54-A District Court in one single consolidated facility meeting all program requirements.
- 2. Centralized City Hall with a separate Lock Up/54-A District Court facility at a separate location. For the purposes of this RFP, the program areas and departmental adjacencies noted on the Ghafari Study shall remain generally consistent.
- Decentralized City Hall with certain City operations located either in a renovated/repurposed North Capitol Parking Ramp and/or any other downtown facility, with options to locate Lock Up and 54-A District Court with City Hall or in separate locations.

For the purposes of this RFP, the space needs and departmental adjacencies noted on the Ghafari Study shall remain the basis of the Proposal.

Following selection of the Developer and the specific configuration, site specific space programming, block planning, and all typical design phase services shall be required by the Developer's architect to confirm and update all preliminary documentation provided in the Ghafari Study.



#### 2.2 Scope of Work/Services

Generally, the scope of work/services includes all Real Estate Transactions, Legal Documents including Development Agreements, Lease Documents, Due Diligence, Project Financing, Environmental and Soils Requirements, Pre-Construction Programming, Planning and Design Services, Permitting, Architectural and Engineering Services, Construction Management Services, and Close Out responsibilities for the completion of the Project in its entirety, including but not limited to the tasks summarized below:

- Purchase or lease land required for the development.
- Conduct all due diligence as may be required to satisfy land transfer or title agreements.
- Conduct site planning to determine best configuration of any new construction required to support the City's needs.
- Evaluate currently available private real estate assets in the downtown development area, as well as City owned real estate assets and propose the most feasible occupancy model for the City in either a Centralized or Decentralized model as described in the attachments.
- Developer shall provide Space Programming, Schematic Design, Design Development,
  Construction Documents, and Construction Administration services for the Project using
  an Architect with demonstrated expertise in designing similar municipal, judicial, and
  other similar use facilities. Services shall be consistent with the standard of care
  provided under a typical AIA B133 or similar contract. The City shall have the right to
  approve all design documents at each phase of the design process.
- Developer shall provide all civil, landscape, or other site related engineering services specific to the selected site.
- Coordinate with the City's designated departments and or other agencies to review
  options for financing the project or securing financial incentives for the Project, both
  related to cost of construction/development, but also for the benefit to the City related
  to additional tax capture from new private development proposed within the tax
  increment district.
- Provide life cycle operations and maintenance projections for all building systems during
  the design process. Total cost of occupancy projections must include all operating and
  maintenance costs, as well as any on-going capital expenditures that are proposed to be
  the responsibility of the City following occupancy.
- Develop firm Project cost information based on the approved Schematic Design. Prepare
  detailed project proforma including all financing models and options for approval by
  City. Provide full and open transparency of all project costs during proforma
  development and through final one-time initial cost or rent determination and as may
  be mutually agreed in the Development Agreement.



- Perform all Design and Construction Services for the turnkey construction of the improvements for the City Hall, Lock Up, and 54-A District Court operations.
- Perform all legal, accounting, environmental, financing, project management, and other typical tasks related to development.
- Obtain all permits and other requirements with authorities having jurisdiction on the Project.
- Perform all construction work required for the Project.
- Coordinate with the City's other contractors for Security, A/V, IT, FFE, and incorporate all requirements into the Construction Documents. Create a clear responsibility matrix describing the delineation of Developer and City's responsibilities.
- Allow time in Developer's construction schedule for the City to install rough in and other
  pre-requisite work typically completed prior to substantial completion for items that
  remain under City responsibility such as FFE, IT, AV, and other low voltage systems
  work.
- Close out services and management of all final punch lists and final certificates of occupancy.
- Offer building management services for completed facility.
- Present development concepts for the current City Hall property with projections for future tax revenue to the City. Clearly identify the gross annual tax revenue and the duration of any tax capture from the new development that would be needed for the redevelopment of the City Hall property and the residual available to be allocated towards the cost of occupancy for the Project. Provide a development solution achieving the highest and best use of this premium real estate asset in a manner that furthers the goals and objectives of the City. Commit to delivery of such additional development in the execution of any Development Agreement, ground lease, and or purchase agreement. Maximizing residual tax capture available to fund cost of occupancy for the City is a primary goal of this initiative and weighted heavily in the selection process.
- If the Developer proposes to own, operate, and manage the Project throughout the
  entire duration of the Lease, the Developer must provide all staffing as required to
  coordinate all shipping/receiving, building maintenance and engineering, janitorial,
  common area services, parking lot operations, and other responsibilities typical to the
  management of similar properties. Basic property management responsibilities are
  identified in Attachment G however more detailed and specific obligations may be set
  forth in the Lease.
- The Development Agreement shall stipulate specified damages if the Developer fails a timely completion of the Project as well as obligations related to redevelopment of the



current City Hall property or other new developments proposed and required to create a feasible cost of occupancy for the City.

• The Scope of Work requested specifically **excludes** the procurement and installation of City's furniture, fixtures, equipment, IT and A/V systems.



#### 2.3 Preliminary Business Terms

In the event the City selects Developer to deliver the Project, the City may agree to enter into a long-term ground lease for the current City Hall property and/or other City facilities used to accommodate current City Hall operations (the "Ground Lease") or may enter into a Purchase Agreement with the Developer to purchase the current City Hall property at fair market value. Recent appraisal of the existing City Hall is provided as Attachment L. The Ground Leases, or Purchase Agreements will require the Developer to finance, build, own, and manage any new or renovated facility required to house all municipal programs identified in this RFP either in a Centralized, or Decentralized occupancy model.

The Respondent must agree that any future development on the current City Hall site or other properties identified in the Proposal will allow provisions for the City to capture sufficient tax revenue generated by the new development on that site, or other sites that may be proposed under this solicitation, to offset the cost of occupancy, operations of a new City Hall and 54-A District Court facility and other capital expenses related to the relocation. The Respondent should include such tax revenue capture in the Proposal to identify the financial benefit as a reduction to the cost of occupancy and relocation for the City.

For the purposes of this RFP, the City will entertain Ground Lease, or purchase agreements for the following properties currently owned by the City of Lansing, subject to the approval of City Council, and/or the public as may be required:

- 1. City Hall 120-124 W. Michigan Avenue
- 2. South Capitol Ramp surface parking lot (facing Townsend Street)
- 3. Parking Lot #1 located at E. Lenawee Street and S. Grand Ave.

Any proposal requiring interest in real property greater than five (5) years requires City Council approval.

The Developer may also propose to utilize space in the City's North Capitol, North Grand and South Capitol parking facilities to accommodate City operations. Any costs to renovate these spaces must be included with the Proposal.

The properties identified above that are within the downtown development area for the main City Hall building are shown in Attachment C.

Any proposed lease will be a modified "gross lease;" that is, the Developer, as lessor under the lease, will be responsible for all costs and expenses of Developer's operations and management of the land and improvements, other than specified services (utilities) and categories of maintenance that may be the responsibility and at the cost of the City.

No interest or right of the City will be subordinated to any financing or other lien or encumbrance that the Developer may create in connection with development and ownership of the Project. A description of the proposed source(s) of Project financing must be included in the



#### Proposal.

The City will have a continuing right of first refusal (on the terms offered to a third party) and/or a right of first offer to purchase both the Developer's Ground Lease interest or the Project prior to sale or transfer of interest to a third party. Any refinancing, ground sublease or assignment will require the City's approval consistent with standard loan limit parameters and participation in net proceeds.

The Proposal shall explicitly identify the proposed parking solution for City Council Members, City employees, and the public.

In the event the Developer's Proposal provides for a reversion of the Project to the City upon completion of the lease term, the City shall require the building to be in reasonably serviceable condition. Therefore, the Lease must incorporate funding of capital reserves or other financial methods ensuring such maintenance and scheduled equipment replacements are fully funded from base rent or Developer's capital funds without additional operating expense to the City. Developer must propose the method by which these reserves are funded and documented in the financial component of the Proposal.

# 2.4 Estimated Project Schedule

Task	Completion Date
RFP Date of Issue	February 2, 2022
Respondents Final Questions Submitted to City	February 28, 2022
Proposal Due Date	March 8, 2022 @ 2:00 p.m. EST
Notify short list of Developers for Interviews	Week of March 21, 2022
Interviews of selected Developer(s)	Week of March 31, 2022
Committee Recommendation for Selection	April 2022

# 3 Requirements for Proposal

A Respondent's Proposal shall provide a complete and comprehensive response to all questions in Section 3 - Requirements for Proposals and be formatted as directed in Section 4 – Format Requirements for Proposals. Incomplete Proposals will be considered non-responsive and may be rejected in their entirety.

#### 3.1 Respondent's Statement of Qualifications

A Respondent's Proposal must provide:

- A statement of interest for the Project including a narrative describing the Respondent's unique qualifications as they pertain to this Project.
- Information regarding any special services, benefits, or key advantages offered to the City.
- A statement on the availability and commitment of the Respondent, its principal(s) and assigned professionals to undertake the Project
- A brief background of the Respondent and each consultant proposed for the Project, which includes, at a minimum, information for each team member related to the development, financing, design, and construction services.

#### 3.2 Respondent's Ability to Provide Development Services

- Provide the following information on your firm and any key design or construction partners:
  - Legal name of the Respondent
  - Branch Offices (name & location(s)) providing services to this Project
  - Number of years in business
- Annual development revenue totals for each of the past 5 years: 1) annual lease revenue;
   2) square feet of commercial/similar space under Lease; and, 3) annual construction dollars spent on development projects.
- Current staffing levels within the firm by discipline.
- Provide listing of any pending or completed litigation cases with previous clients for the last five
   (5) years.
- Identify if the Respondent is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If so, specify date(s), details, circumstances, and prospects for resolution.
- Provide a statement attesting that the Developer and all consultants or partners are not in default with the City or delinquent on any property or income tax owed to the City.

#### 3.3 Respondent's Qualifications for Professional Services.

Respondent must list and describe a minimum of five (5) projects, completed within the last ten (10) years demonstrating the Respondent's experience related to similar projects specifically in the delivery of government, or other similar institutional projects includingmunicipal or judicial purposes or similar facilities, and similar in financial investment. Referenced projects must demonstrate a level of expertise relative to the size and complexity of this Project at all levels of responsibility within the proposed team. It is essential to identify competency in delivery of similar projects for the Developer, designer, and construction manager, as well as the proposed financing method. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed:

- Project name and location
- P3 characteristics of the project
- Financing model
- Type of lease, or other occupancy model
- Financial incentive programs utilized in the development
- Initial project cost at occupancy or lease rate, as applicable
- List of consultants (finance, design, construction) for each project (name of firm and project responsibilities)
- Role served by each proposed team member for specific project
- Color images
- Technical description and scope of project
- Relevance of experience to this Project.

References for each project listed above including occupant's name and representative who served as the day-to-day liaisonduring the design and construction phases of the project, including telephone number and email address.

#### 3.4 Project Team Members Qualifications

- Provide in graphic and written form, the proposed assignments for all key business partners on the Project. Outline specific lines of responsibility between the Respondent, development partners, financing entities, designer, contractor, and any special consultants required for the delivery of the Project.
- Specifically describe the method for selection of any consultant not already named or identified
  in the Proposal and the process in which the Respondent proposes to complete the team
  requirements for this Project.



 Provide resumes of the key team members that will be directly involved in the Project, including their experience with similar projects, and the role they are proposed to play on this Project.

#### 3.5 P3 Approach to Development Services

- Outline specifically the proposed business structure and development approach to be offered to complete the Project.
- Identify any unique business approaches or financing mechanisms offered by the Respondent and explain how it may be beneficial to City.
- Address in this section topics such as transparency of hard and soft costs, establishmentof
  preliminary and final lease rates, open book vs. closed book accounting, and Respondent's
  proposed timing for determination of hard costs and how the proposed method will result in
  the best financial outcome for City.
- Specifically describe the proposed formula for initial and final rent determination as a factor of actual hard costs and anticipated soft costs as well as project contingencies. Include general rate of return for capital and equity elements of the financing plan sufficient to demonstrate financial viability of the proposal and the anticipated financing method.
- Describe how the Respondent proposes to incorporate financial incentives, or tax capture on other development projects in the downtown district into the initial and final rent determination or rent payment schedule and the completion of the Project, and how such incentives will reduce the cost of occupancy for the City.

#### 3.6 Proposed Development Concept Plan

- Provide a narrative description of the proposed Development Plan. Provide a detailed
  programming summary of all spaces included in the proposed facility or facilities confirming
  they include all programs stated in the Ghafari Study. Describe whether the proposal provides
  for a Centralized or Decentralized approach and how the approach should be considered in the
  best interest of the City.
- Provide a site plan and architectural rendering for any new or renovated facilities to assist in the communication of the proposed development.
- Specifically identify the potential uses of existing facilities currently owned by the City or others that may prove to be beneficial to reducing the total cost of occupancy for the City.
- Provide preliminary concepts for redevelopment of current City Hall property, or other
  property within the downtown business district that may include tax capture for application to
  reduce the cost occupancy for the new City Hall and 54-A District Court facility.



#### 3.7 Business Proposal

Respondent must clearly describe in narrative form, the business terms offered in the Proposal. Specifically identify the proposed method of occupancy for the City. Purchase, lease to own, operating lease and other information necessary to communicate the Proposal. Respondent must provide a proposal that fully incorporates all program areas outlined in the Ghafari Study.

As a minimum, the following detailed information must be provided in a clear and concise manner. This information must be provided in the specific format as provided in Attachment A and provided in both printed and electronic form. Supporting documentation in the Respondent's own format may be provided in addition to the information specifically identified in Attachment A.

- Propose Ground Lease terms, or purchase agreement terms for current City Hall, or other City owned assets desired by the Respondent.
- Propose the not to exceed initial annual rent ("Base Rent") for the delivery of the Project
  in turnkey fashion for each component of the Project, communicated as a cost/square
  foot and assumed to include 100% of the costs for the completed Project.
- Provide the estimated operating expenses of the facility to include all operations, maintenance, janitorial, or other expenses and management fees typically required to provide a total cost of occupancy for the City. Itemize theoperating expenses to identify each major element to be charged. The City shall only maintain financial responsibility for all utility expenses and building securitymanagement services.
- Specifically identify any costs not included in the Base Rent or operating expenses which
  are proposed to remain the sole responsibility of the City throughout the terms of the
  proposed Lease. Any item not specifically identified in this section shall be assumed to
  be included in the Base Rent or operating expenses.
- Incorporate Developer Funded Owner Costs in the Proposal as identified in Attachment A, worksheet B.3.
- Describe the maximum proposed escalation percentage of Base Rent and Operating expenses on an annual basis throughout the term of the lease.
- In support of the explanation above, complete the documentation requested in Attachment A related to the proposed business terms and provide the supporting documentation for the Proposal as identified in the Attachments. Documentationmust be provided in both printed, and electronic form.



#### 3.8 Project Proposed Total Cost Estimate

- Provide a complete Project cost estimate based on the proposed development concepts. The
  cost estimate shall provide sufficient detail to demonstrate the Respondent team's expertise in
  the delivery of similar projects. The cost estimate must include the total cost to deliver the
  completed Project. Detailed cost summary shall be provided in accordance with Attachment A,
  worksheets B.1-B.6.
- The cost estimate may include reasonable assumptions and clarifications to support the basis of
  costs but must reflect the scope and quality levels commensurate with a Class A office or
  modern municipal facility.
- Within the total project cost estimate, specify a detailed summary of all Developer hard and
  soft costs related to the development of the Project. Any costs, fees, or other expenses must
  be itemized in this section based on reasonable expectations for a project of this size, scope,
  and complexity. Communicate the method of transparency for all suchcosts throughout the
  delivery of the Project and propose the disposition of all cost savingsupon the completion of
  the Project.
- Include Developer Funded Owner Costs as scheduled in Attachment A, worksheet B.3.

#### 3.9 Specific Financing Plan and Cost Adjustments

- Describe in detail the proposed financing plan for the Project. Identify the method for providing
  preliminary funding for pre-development expenses, construction phase financing, and
  permanent end financing. Identify specifically the sources of funds required for the delivery of
  the Project.
- The City understands that financing assumptions offered in the Proposal are preliminary until locked in with a specific financial entity. Provide the method by which the Base Rent may be reduced based on modifications to the actual financing rate realized. For example, if Proposal assumes an interest rate of 4.5%, how the proposed Base Rent would be modified if actual interest rate becomes 4.0%.
- Describe in detail any financial incentives or programs anticipated in this Proposal to offset direct costs, or other expenses throughout the term of the lease. Specifically describe how such incentives accrue to the benefit of the City either through Base Rent reductions, rent abatement or other method of adjustment including any sharing of savings proposed to accrue to the Respondent.
- Describe the establishment and use of allowances or contingencies in both hard and soft costs.
   Provide a detailed explanation of the disposition of unspent allowances or contingencies at completion of the Project and how such funds shall accrue to the City or shared between the Respondent and the City.



#### 3.10 Detailed Project Schedule

- Describe the tasks necessary to receive appropriate approvals for the development and complete all design and construction tasks necessary to complete the Project
- Identify the completion of all work described in this RFP and required for City to take occupancy
  of the facility. Include in this schedule, all anticipated durations for key milestone dates from
  development agreements, site acquisition, final programming, concept design and site plan
  approval, design, construction,
- Clearly identify obligations proposed within the Proposal related to development of current
  City Hall, and the anticipated date of cash flow for taxes related to that development or other
  proposed development that is proposed to provide tax capture revenue to fund the cost of
  occupancy for the new City Hall
- Provide all information above in a detailed project schedule with milestones for key events and activities.

#### 3.11 Respondent's Ability to Secure Financing

Please describe experience in financing comparable projects and the structure of such financing. Identify possible and specific, if known, sources of debt and or equity capital proposed for this Project and include a written statement from each financing source that the debt and or equity capital is available and that a project of this type and scale is consistent with their investment criteria.

# **3.12** Proposal Compliance Documents

In addition to the detailed responses to the above criteria, Respondent must provide the following signed forms provided as separate attachments.

Attachment H – LEDC Treasury Form

Attachment I – City Litigation Affidavit Form

Attachment J – Proposal Form including acknowledgement of issued Addendum



# 4 Format for Proposals

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of City's needs.

Respondents shall carefully read the information contained in this RFP and submit a complete response to all criteria in Section 3 in the order presented. Incomplete Proposals will be considered non-responsive and subject to rejection.

Proposals and any other information submitted by Respondent in response to this RFP shall become the property of the City.

Proposals that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to rejection by the City, at its option.

The City makes no representations of any kind that an award will be made as a result of this RFP. The City reserves the right to accept or reject any or all Proposals, waive any formalities or minor technical inconsistencies, or delete or modify any item/requirements from this RFP when deemed to be in City's best interest.

# 5 Attachments

# 5.1 Attachment A - Proposal Financial Worksheets

An electronic copy of the following has been provided to each proposing Developer in a live Excel format. Each proposing Developer will be required to complete the template and include with their proposal response. The information in Attachment A must be provided in both printed copy and in a live and fully accessible Excel file. Data is linked between worksheets . The Developer must preserve these links to facilitate proper calculation of data.

Attachment A requires the Developer to provide the financial business terms related to the Proposal in the format provided. Strict adherence to this format is required to allow for proper evaluation by the City.

The Attachment A Excel workbook contains the following worksheets:

- A.1- General Instructions
- A-2- Proposal Summary
- A-3- Underwriting Assumptions
- A-4- Financial Summary
- A-5- Sources and Uses of Funds (may be provided in Developer's own format)
- B.1- Instructions (cost information)
- **B.2- Total Project Cost Summary**
- B.3- Schedule of Developer Funded Owner Costs
- **B.4- Construction Cost Summary**
- B.5- Building Systems Cost Summary
- **B.6- Cost Detail Example**



# 5.2 Attachment B - 2019 City Hall Study (Ghafari Study)

See Separate Attachment in e-Builder

# 5.3 Attachment C – Available City Owned Real Estate Assets

he following City owned properties are available for consideration for a long-term ground lease or purchase agreement within this RFP, however, any agreement with an interest in real property greater than five (5) years requires approval from City Council.

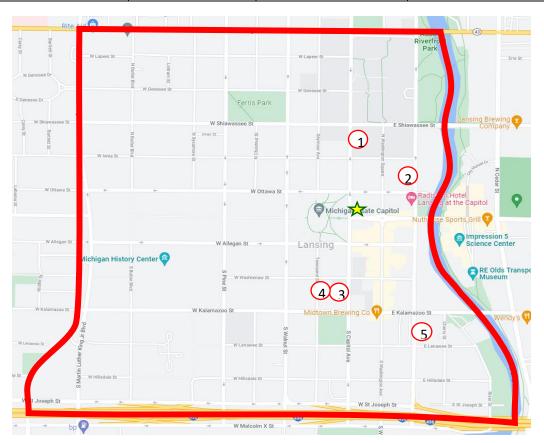
- 1. City Hall complex, 120-124 W. Michigan Avenue
- 2. South Capitol Ramp rear surface parking lot, facing Townsend Street
- 3. Lot #1 Parking Lot, S. Grand Avenue & Lenawee Street

In addition, the following facilities may be used for relocation of operations currently housed in City Hall complex.

- 1. North Capitol Parking Ramp offices, 300 block of North Capitol Avenue
  - (Suites A and B are currently vacant)
- 2. North Grand Avenue Parking Ramp offices, 200 block of North Grand Ave
- 3. South Capitol Parking Ramp office space, 300 block of South Capitol Avenue
  - (Currently vacant)
- 4. South Washington Office Complex, 2500 S. Washington Avenue.
  - (Currently under-programmed)



Map#	Description	Location	Current Use	Potential Use
$\Rightarrow$	City Hall Complex	120-124 Michigan Ave.	City Hall/54A District Court	Redevelopment
1	North Capitol Ramp Office Suites	300 N. Capitol Ave	A,B suites vacant C,D suites occupied by City	Buildout A/B suites, storage area. Possible reconfiguration of current offices
2	North Grand Ramp office area	200 N. Grand Ave	Occupied by City	Possible reconfiguration of current offices
3	South Capitol Ramp offices	300 S. Capitol	Vacant	Remodel
4	South Capitol Ramp rear lot	300 S. Townsend	Parking Lot	New build
5	Lot #1	Grand & Lenawee	Parking Lot	New build



#### 5.4 Attachment D - Bond FinancingOptions

Michigan law provides a number of different options to the City for financing capital improvements as listed below.

Statutory Purpose	Public Act	MI Complied Law Sections
Bonds or Notes for Capital Improvements	Act 121 of 1969	MCL 141.381 to 141.383
Brownfield Redevelopment Authority (BRA) Bonds	Act 381 of 1996	MCL 125.2651 to 125.2672
Capital Improvement Bonds (LTGO)	Act 34 of 2001	MCL 141.2101 to 141.2821
Downtown Development Authority (DDA) Bonds	Act 57 of 2018 (Part 2)	MCL 125.4201 to 125.4230
Installment Purchase Contracts	Act 99 of 1933	MCL 123.721 to 123.723
Intergovernmental Contracts btw Mun. Corp.	Act 35 of 1951	MCL 124.1 to 124.13
Joint Public Buildings	Act 150 of 1923	MCL 123.921 to 123.925
Local Building Authority (LBA) Bonds	Act 31 of 1948 (1st Ext. Sess.)	MCL 123.951 to 123.965
Local Development Financing Authority (LDFA) Bonds	Act 57 of 2018 (Part 4)	MCL 125.4401 to 125.4420
Local Improvement Revolving Fund	Act 57 of 1957	MCL 141.371 to 141.375
Municipal Partnership Act	Act 258 of 2011	MCL 124.111 to 124.123
Revenue Bonds	Act 94 of 1933	MCL 141.101 to 141.140
Shared Credit Rating Act*	Act 227 of 1985	MCL 141.1051 to 141.1076
Tax Increment Finance Authority (TIFA) Bonds	Act 57 of 2018 (Part 3)	MCL 125.4301 to 125.4329
Urban Cooperation Act	Act 7 of 1967 (Ex. Sess.)	MCL 124.501 to 124.512

Developers are encouraged to utilize these financing tools in their proposals to the RFP to the extent applicable. Following summaries are provided as a quick reference and further information can be found through the direct links to the applicable statutes if needed.

#### **Bonds for Capital Improvements**

Act 121 of 1969 (MCL 141.381 to 141.383)

City Council may authorize the issuance of bonds for raising funds to be used for capital improvements and pledge part or all of the deferred income from the sale of City property as security for the debt service on the bonds.

- Borrowed amount cannot be more than 80% of the face value of the assets pledged.
- Last maturity due cannot be later than the year in which the final payment is due according to the contract of sale of capital assets.
- The maximum debt service due in any year cannot exceed income to be received during that year from the contract of sale of capital assets pledged plus any income due in prior years that will not be required for payment of principal or interest, or both, in prior years.



- The due date of principal and the first interest payment in each year cannot be less than 30 days subsequent to the estimated time of receipt of the payments on the contract for sale of capital assets pledged.
- The bonds shall be exempt from taxation by this state or by any taxing authority within this state. Id.
- The bonds shall be subject to the revised municipal finance act, 2001 PA 34.

City is amicable to sale/exchange of existing City property for financing the new Project (through bond financing for capital improvements subject to conditions under Act 121 of 1969, or direct financing with the developer as negotiated between the parties).

#### **Installment Purchase Contracts**

#### Act 99 of 1933, MCL 123.721 to 123.723

Available for installment periods not more than the lesser of 15 years or the useful life of the property being acquired, installment purchase contracts can be used for acquisition of land, equipment or property. The City has successfully utilized installment purchase contracts for several years for different purposes including capital improvements.

- Vote of electorate is not required.
- Borrowing may be tax-exempt.
- Most instances require a direct placement with a bank or investor.
- Amount available for borrowing is limited where the outstanding balance of all installment purchase contracts cannot exceed 1-1/4% of the taxable value of the real and personal property at the time of the contract.
- Currently available borrowing capacity is approximately \$7 million.
- Property purchased (improved) through an installment purchase contract shall at all times remain in City's control and be maintained for public use and purposes.

# Tax Increment Finance Authority (TIFA) Bonds Act 57 of 2018 (Part 3), MCL 125.4301 to 125.4329

Part 3 of Act 57 allows the TIFA to undertake a broad range of improvement activities intended to contribute to economic growth and prevent property value deterioration. These improvement activities include, but are not limited to, rehabilitation, restoration or reconstruction of public facilities, existing buildings, development of long range plans and finance plans. . City's Tax Increment Finance Authority can issue bonds pledging the tax increment revenue capture as security for the payment of debt service.

The project has to be located within the defined are of the Authority to be eligible.



- Maps showing city blocks within the Lansing Tax Increment Finance Authority (TIFA) [and Lansing Brownfield Redevelopment Authority (LBRA)] are attached for your convenience.
- TIFA can borrow funds, but projects supported by TIFA bonds are limited to improvements to public facilities.
- City may pledge its limited tax full faith and credit in addition to the tax increment revenues.

# Brownfield Redevelopment Authority (BRA) Bonds <u>Act 381 of 1996, MCL 125.2651 to</u> 125.2672

Act 381 authorizes a BRA to undertake or facilitate a broad range of improvement activities intended to promote the revitalization of environmentally distressed, blighted, functionally obsolete or historically designated property ("Eligible Activities"). These activities include, but are not limited to, baseline environmental assessments, due care activities, additional response activities, infrastructure improvements, demolition, lead or asbestos abatement, site preparation and relocation of public buildings or operations for economic development purposes. The activities must be set forth in a brownfield plan and be approved by the Lansing Brownfield Redevelopment Authority (LBRA) and the City Council.

Lansing Brownfield Redevelopment Authority (LBRA) was established by the City pursuant to Act 381 to promote cleanup and redevelopment of environmentally distressed, blighted, functionally obsolete or historically designated properties in the City ("Eligible Property" or "Eligible Properties").

Upon adoption of a brownfield plan by the City, LBRA can capture tax increment revenues attributable to increases in the real and personal valuations of the parcels included in the Eligible Property and use the captured revenues to finance the Eligible Activities.

Tax Increment Revenues cannot be captured after the year in which the total amount of Tax Increment Revenues captured is equal to the sum of the costs of Eligible Activities plus interest as applicable including the cost of principal of and interest on the Bonds and the costs of preparing a work plan or remedial action plan and the cost of the review of the work plan or remedial action plan by the State, subject to certain exceptions as identified in Act 381.

#### Local Building Authority Bonds Act 31 of 1948 (1st Ext. Sess.), MCL 123.951 to 123.965

The City's Local Building Authority (LBA) uses the proceeds of its tax-exempt bonds to finance the construction or acquisition of capital assets for the City only. The LBA may issue bonds which are secured by lease agreements with the City are payable from, the rental payments payable by the City to the LBA where rental payments have been



established in an amount fully sufficient to pay the principal of and interest on the LBA bonds when due. The LBA pledges all of the rental payments for such payment and establishes a statutory first lien thereon for such purpose. The rental payments constitute a limited tax full faith and credit general obligation of the City, and under the provisions of Act 31 and Act 34, the City is required to provide sufficient moneys from its general funds as a first budget obligation for the payment of the rental payments, including the collection of ad valorem taxes that the City is authorized to levy on all taxable property within its boundaries. Such tax levies, however, are subject to applicable constitutional, statutory and charter tax rate limitation.

- LBA bond proceeds may be used to finance for all or part of the cost of acquiring, improving, and enlarging any building or buildings, and the necessary site or sites for the property, together with appurtenant properties and facilities necessary or convenient for the effective use of the property, furnishing and equipping the same.
- Costs financed by the bond proceeds may include engineering, architectural, legal, and other expenses incident thereto and to the issuance of the bonds and including also the payment of the interest on the bonds during a period not to exceed the first 3 years following the date of the bonds and an amount required for the project for operation and maintenance, if appropriate, prior to the receipt of the first revenues from the operation of the project by the incorporating unit or units
- The contract between the City and the LBA has to be a full faith and credit general obligation contract of lease.
- The lease term shall be for a period extending beyond the last maturity of the bonds and the lease should be effective at the time of issuance of the bonds.



# 5.5 Attachment E - Available Financial Incentives

Business and development financing and incentives are available for the Project. Refer to the following link to the Lansing Economic Area Partnership website for the various incentives and description [click here].



#### 5.6 Attachment F – Construction Management Scope of Work

For further clarification to the general responsibilities of the Developer specifically related to the expectation of the City for the construction management of the Project, the following items are identified, to describe in more detail, the required Scope of Work for the Construction Manager ("CM"). They shall not be interpreted to be inclusive of all services or obligations of the Developer's CM. All CM costs to complete the Project are the responsibility of the Developer and must be provided in the Financial Proposal.

#### Preconstruction

- 1. Provide updated cost estimates at the design development and construction document phases of design to confirm Project remains on budget.
- 2. Advise the City and designer on cost, constructability, phasing and other construction related items as an integrated member of the project delivery team.
- 3. Prior to bidding any trade contract scope of work, present the estimate for such bid category to the City for use in the subsequent evaluation of bids. Encourage where possible, the use of trade contractors and tradespersons within the greater Lansing region.
- 4. Perform constructability reviews and provide comments and recommendations as design develops. Provide pricing and evaluation of design and construction options as necessary to allow the Developer and City to make informed choices to meet the design and budgetary needs of the Project.
- 5. Perform cost estimates and value analysis/value engineering services including life cycle cost analysis necessary to ensure the Project is executed within the City's approved budget.
- 6. Provide a procurement plan that identifies any required early purchase items to avoid possible delays in sequencing or construction.
- 7. Coordinate with the local utility companies for extensions and expansions for natural gas, water and electric utilities required to feed the site. Coordinate with the City for any sanitary and storm sewers required for the site. Coordinate with the City's fiber and telecommunications vendors for any rough in required for all such services on site. Attend meetings and coordinate with each utility or service provider on the scope and schedule of all on and off-site utility work required to complete the Project in accordance with the construction manager's schedule. Include the costs of any such work in all preconstruction cost estimates, and update costs to date and pending changes throughout all phases of the Project.
- 8. Receive final technical specifications and construction documents from architect and prepare bid packages for procurement of all equipment, labor and services required for a complete Project. All bid packages must be established to allow for the maximum competitive benefit to the City. Where possible, create bid packages appropriate to allow for involvement of locally available trade contractors and labor. Manage procurement responsibilities in accordance with the requirements of the City.
- 9. Provide, maintain, and update monthly the construction schedules. Include all permits including but not limited to building, domestic water, sanitary sewer, storm water, contaminated soils, demolition and abatement, dewatering, sidewalk/roadclosure, etc.



Provide for the costs of all permits in estimates and provide payment for all permits as directed by the Developer.

#### **Construction and Contract Management**

- 10. Provide overall management and control of the entire Project site including all perimeter security and site logistics as required. Include management of any off-site parking, offices, and/or material storage locations.
- 11. Provide full time, on-site project manager(s), superintendent(s) and project engineer(s) for coordination and supervision of the construction project. Retain same persons for duration of the project unless otherwise acceptable to the City.
- 12. Provide additional support personnel such as site administrative assistants, safety managers, scheduler, accountants, senior project management, technology support, etc., as needed for the successful management of the Project. Provide active day-to-day management of site logistics, subcontractor coordination and dispute resolution, early problem identification and intervention, security, materials storage and staging, and other site issues typically managed by a traditional general contractor.
- 13. Coordinate the final construction documents with the City's furnished equipment and other FFE items to ensure the facility is prepared to receive such equipment without modifications or additional work. Incorporate all interface requirements in the base project costs.
- 14. Coordinate the receipt, handling, storage, and installation of the City's furnished equipment, and typical FFE items. Coordinate all site logistics, scheduled delivery, and other related tasks required for the proper handling of such items. Assist the City in the expediting of all City furnished equipment and coordinate with City's representatives for all FFE and technology items including those to be relocated from other existing facilities.
- 15. Manage the erection and installation and start up and commissioning of all equipment and systems as required.
- 16. Provide all building survey and construction staking as required.
- 17. Provide all on and off-site utilities and roadway construction as identified.
- 18. Temporary construction facilities and services including site security measures.
- 19. Maintain as built documentation of all systems on a monthly basis and provide final copy at completion of the Project. Upon completion, provide City with an updated 3D model of the Work.
- 20. Establish and maintain the soil erosion and sedimentation control P\plan including costs of any and all permits.
- 21. Maintain site and facilities in a clean and orderly state at all times.
- 22. Provide all equipment, tools, construction materials and craft labor until all testing is complete
- 23. Conduct weekly trade contractor coordination meetings and publish meeting minutes for the meetings
- 24. Conduct bi-weekly City, architect, contractor meetings and publish meeting minutes for the meetings
- 25. Coordinate services of materials testing service contracted by the City



- 26. Work with City's commissioning agent for full commissioning services. Include CM labor to support the commissioning process and coordinate activities of the required trade contractors.
- 27. Coordinate City direct contractors, including but not limited to, Security Systems, IT/AV/Low Voltage systems, Furniture Fixtures, and Equipment, and Artwork.
- 28. Provide formal monthly status reports to the City documenting the following:
  - Project Summary
  - Project Architectural and Engineering Update (RFI's & Submittals)
  - BIM and Modeling Updates
  - Schedule Updates
  - Project Issues
  - Cost Summary
  - Photos
- 29. Develop and administer a project specific quality control plan. Provide quality control services and enforcement of quality standards for all construction activities to assure compliance with design documents and specifications.

#### Close Out and Turnover

- 30. Coordinate all closeout requirements including all subcontractors, vendors and equipment suppliers.
- 31. Manage completion of all punch list items and final acceptance of the work. Include a project walk-through and review 10 months after completion to identify any warranty issues that need addressed
- 32. Coordinate all final keying and master schedules for all doors and hardware.
- 33. Provide all City training and documentation required for proper turnover of all systems including O&M Manuals and special instructions. Provide video taping of key building systems training.
  - Assemble final operations and maintenance manuals. Provide two (2) final bound sets of all operations and maintenance manuals, and one consolidated and organized electronic file copy inan efficiently organized format suitable for ease of use by the City or building manager.



#### 5.7 Attachment G - Property Management Requirements

As a minimum, the Developer shall provide the following property management responsibilities for the Project. The Proposal must provide for these responsibilities as well as others typically provided for the management of other similar properties.

- Developer will be responsible for managing the Project and performing all maintenance, cleaning, waste disposal, snow removal, pest control, lawn care, landscaping and safety services for the Project.
- 2. The property management services will include but not be limited to (1) the collection of rent and other amounts due, (2) the management of vendors and the evaluation of the quality of their work, (3) the preparation of contract specifications for building services, (4) the payment of all amounts due on a timely basis, with a continuingeffort to benefit from all available discounts, (5) the preparation of an annual operating budget, (6) the annual preparation of common area maintenance estimates and reconciliations, and (8) the operation of a web-based service request system that enables City to report maintenance requirements and special concerns.
- 3. The on-site property managers may be full-time employees of Developer or a third-party firm to be approved by the City. Local contractors and tradesmen will provide all the maintenance and repair services that are required. Property Manager will arrange for and supervise all the maintenance and repair work and will competitively bid all contracts with outside vendors to ensure adequate cost control.
- 4. The terms of any management or service agreements shall be commercially reasonable for similar buildings located in the Lansing, Michigan area and shall be competitively rebid on a periodic basis to ensure costs are based on current market conditions.

Incorporate smart building management systems to include historical data on utility usage, periodic maintenance, O&M data and other relevant information to enable proper operations and maintenance of all equipment.



- 5.8 Attachment H LEDC Treasury Form
- 5.9 Attachment I Litigation Affidavit Form



Legal Name:	Federal ID or Social Security Number:	
Address:	State of Incorporation	
City:	State & Zip:	Primary E-Mail:
Type of Organization: Corporatio	 n LLC LLP Sole Proprietor	Partnership S-Corporation
Other (Exp	lain)	
Office Phone:	Alternate Office Phone:	Office Fax:
Primary Contact:	Contact Phone:	Contact Fax:
Contact Mobile:	Contact E-Mail:	Website URL:
grees that, in the event of any disc Proposal Documents, the provisions onsidered or entered into prior to s igning of the contract unless incorp	signing of a contract in the form of a pu orated in the contract. es that this proposal is made in good fa	ty with the Proposal Documents and
Company Name:		
Signature:		
Name:		
Title:		
Date:		



- 5.11 Attachment K Universal Development Agreement
- 5.12 Attachment L Property Appraisal, City Hall
- 5.13 Attachment M- Available City Property Layouts