

Andy Schor  
Mayor



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**OFFICE OF THE MAYOR**  
CITY OF LANSING, MICHIGAN

**TO: COUNCIL PRESIDENT, COUNCIL VICE PRESIDENT, MEMBERS OF  
LANSING CITY COUNCIL; ALL OFFICERS, EMPLOYEES, AGENCIES,  
BOARDS, AUTHORITIES, AND DEPARTMENTS OF THE CITY OF LANSING**

**RE: EXECUTIVE ORDER 2019-07 – ADOPTION OF A UNIVERSAL  
DEVELOPMENT AGREEMENT**

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As Mayor of the City of Lansing, I am charged with the designated responsibility of managing all real property owned by the City. Further, I oversee planning and development within the City of Lansing through the relevant department directors. Since taking office the Administration has robustly pursued an economic development strategy that promotes new investment, the expansion of the City's tax base, and the creation of new jobs. In order to achieve these goals, the City offers developers a variety of economic development incentives that are designed to facilitate renovation and revitalization of obsolete structures and environmentally contaminated sites, as well as the expansion of existing businesses and the location of new businesses within the City.

Economic development incentives generally do not allocate City funds to developers or businesses, rather they incent reuse, growth, and expansion through means such as shorter term tax abatement and/or longer term capture of local taxes on the increase in taxable value that result from investment. These incentives are offered with the expectation that a development project undertaken with the incentives will directly and indirectly benefit the City. The City benefits from use of these incentives through collection of income taxes during and after construction, usage of local labor, generation of economic activity related to the project, and increases in taxable value of existing real property. It is important to formalize performance expectations and reporting requirements related to the approval of economic development incentives.

To ensure that these benefits are in fact realized, and to improve efficiency in management of real property and development, the City has drafted an updated Universal Development Agreement to be used with any entity receiving economic development incentives. The approval of incentives must be a transparent and public process that produces a clear agreement between the City and any project developer regarding responsibilities and benefits of both the City and a developer. This updated version ensures compliance with state and local



reporting requirements as well as statutory obligations to pay state and local taxes on income and real property. It also provides expectations to hire local labor for construction, goods, and services during the period of an incentive whenever available and possible. These new expectations are set forth in the revised Universal Development Agreement attached to this Executive Order.


Therefore, pursuant to the direction and mandate given to me by the People of the City of Lansing, as expressed in the City Charter, I hereby issue the following Order:

**EXECUTIVE ORDER 2019-07**

**IT IS HEREBY ORDERED:**

- I. To achieve the objectives described above, the Lansing Economic Development Corporation (LEDC) and the City of Lansing or its representatives from the Lansing Economic Area Partnership (LEAP) or any other surrogate shall utilize a Universal Development Agreement (UDA) with any developer receiving economic development incentives from the City.**
- II. The UDA shall substantially conform to the attached template, Attachment A, including reporting requirements, performance expectations, tax payment requirements, and preferences for local labor.**
- III. This Executive Order 2019-07 rescinds any prior Executive Order addressing or establishing a Universal Development Agreement or Agreement for Economic Incentives.**

**This Executive Order, signed on this first day of October, 2019, shall remain in full force and effect until it is rescinded or suspended.**

  
\_\_\_\_\_  
**Andy Schor**  
**Mayor**



**OFFICE OF MAYOR ANDY SCHOR**  
124 W. MICHIGAN AVENUE – NINTH FLOOR  
LANSING, MI 48933

**UNIVERSAL DEVELOPMENT AGREEMENT**

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THIS UNIVERSAL DEVELOPMENT AGREEMENT (“Agreement”) is made by and between the City of Lansing, Michigan, a Michigan municipal corporation (“City”), and [Insert Applicant Name], a [Insert Applicant Corporate Domicile and Type] (“Applicant” and collectively with the City, the “Parties” and each a “Party”).

## **I. STATEMENT OF PURPOSE**

THIS AGREEMENT IS INTENDED FOR USE WITH DEVELOPMENT PROJECTS, USING ECONOMIC INCENTIVES, WHICH DO NOT REQUIRE THE TRANSFER OF CITY-OWNED PROPERTY OR ASSETS. FOR THOSE PROJECTS THAT DO REQUIRE THE TRANSFER OF CITY-OWNED PROPERTY, ASSETS, LIMITED FULL FAITH AND CREDIT, OR OTHER CITY LIABILITIES, A COMPREHENSIVE DEVELOPMENT AGREEMENT (CDA) WILL BE REQUIRED.

### **Introduction:**

The City welcomes new investment and the creation and retention of jobs. To achieve these goals, the City can offer a variety of economic incentives that are designed to facilitate the expansion, retention and attraction of businesses within the City, as well as the rehabilitation and redevelopment of underutilized, vacant or environmentally contaminated properties.

Economic incentives (“Incentives”) typically do not provide City funds directly to developers or businesses, but rather encourage and reward them for undertaking and completing economic development projects (“Projects”). The completion of these Projects generates benefits to the citizens of Lansing including employment opportunities, new tax revenues to pay for City services and schools, the elimination of blight, a healthier environment and better places to live, work and play. Thus, incentives can be thought of as investments made by the City to receive the benefits created by economic development projects.

### **Universal Development Agreement Purpose:**

Economic incentives are conditionally granted by the City based upon specific commitments made by businesses and developers (“Applicants”) during the incentive application and approval process. The purpose of this Agreement is for the Parties to define and agree on the specific commitments an Applicant is making as a condition for receiving an Incentive. Furthermore, it holds Applicants accountable in a clear and consistent way to fulfill their pledges made to receive the Incentive. The Agreement also provides a transparent document where the public can observe the terms under which the Incentive was granted. Finally, the Agreement establishes a reporting and verification process to ensure the Applicant fulfills its obligations to the City and its citizens.

### **Applicant's Commitments to the City:**

As a condition of receiving economic incentives from the City, Applicants are required to agree to the following Project Commitments:

1. Starting and completing the Project on time
2. Hiring local labor and Lansing based firms
3. Paying all required City Income and Property Taxes
4. Meeting Project performance measures
5. Providing the City with annual Project progress reports and a Project completion report

This Agreement specifies the details of these commitments and clearly establishes the expectations the City has for each Project granted an incentive.

## **II. DEFINITIONS**

As used in this Agreement, the definitions herein shall be the mutually understood meaning of the following terms:

“Acts” means the acts referenced in the definition of “Incentive.”

“Annual Report” means a required written Project update due to the LEDC by January 31st of each calendar year prior to the Completion of Construction.

“Construction Phase of Project” means the period of time between the Commencement of Project and Completion of Construction.

“Commencement of Project” means the initiation by the Applicant of any material physical improvements made to land or real property within the Project Area after the Effective Date of this Agreement, consistent with the site and building plans approved by the City for the Project.

“Completion of Construction” means the passage of final inspection and/or issuance of a Certificate of Occupancy by the City for the Project, whichever occurs first.

“Effective Date of this Agreement” means the date on which all of the Incentives requested in the Applicant's application(s) are granted.

“Full-time Equivalent (FTE)” means a combination of full-time and part-time employees that represents all employees as a comparable number of full-time employees.

“Incentive” means a reimbursement from new tax revenue generated from a new development project or a reduction in City taxes levied on new real or personal property, or other financial benefit to Applicant from the City, for a limited number of years as specified in the applicable Incentive agreement, and which may include, but is not limited to, those authorized by the Obsolete Property Rehabilitation Act (Public Act 146 of 2000, as amended), Neighborhood Enterprise Zone Act (Public Act 147 of 1992, as amended), Brownfield Redevelopment Financing Act (Public Act 381 of 1996, as amended), Plant Rehabilitation and Industrial Development Districts (Public Act 198 of 1974, as amended), and the Personal Property Tax Exemption authorized by Public Act 328 of 1998.

“Lansing-based Firm” means a business entity that owns or leases an operationally-staffed office, warehouse, distribution center, wholesale or retail store, or other place of business, located within the corporate limits of the City.

“LEDC” means the Lansing Economic Development Corporation.

“Local Labor” means employees whose permanent domicile address is within the corporate limits of the City.

“Michigan Labor” means employees whose permanent domicile address is within the state of Michigan.

“Michigan-based Firm” means a business entity that owns or leases an operationally-staffed office, warehouse, distribution center, wholesale or retail store, or other place of business, located within the State of Michigan.

“Project” means the improvement of land or real property through private investment and/or creation or retention of jobs in the City as defined in this Agreement.

“Project Area” means the property parcel(s) upon which the Project will occur.

“Project Completion” means the Project has been completed per this Agreement

“Project Completion Date” means the date when Project Completion occurs.

“Project Completion Report” means a detailed written report and signed affidavit attesting to the of the Applicants attainment of the Applicants Project Commitments.

“Project Performance Measures” means the qualitative and quantitative measures of a completed Project’s size and scope.

“Regional Labor” means employees whose permanent domicile address is within the Michigan Counties of Clinton, Eaton or Ingham.

“Regional-based Firm” means a business entity that owns or leases an operationally-staffed office, warehouse, distribution center, wholesale or retail store, or other place of business, located within the Michigan Counties of Clinton, Eaton or Ingham.

### III. APPLICANT INFORMATION

A. Name of Project: \_\_\_\_\_

B. Address Location of Project: \_\_\_\_\_

C. Business Name of Applicant: \_\_\_\_\_

D. Name of Applicant’s Parent Company: (if applicable):

\_\_\_\_\_

E. List Applicant’s Managing Partner:

\_\_\_\_\_ %

G. List all Federal, State or other incentives and their estimated value that may be part of this Project:

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

H. Name of Financial Institution(s) funding the Project (if unavailable upon execution of this Agreement, Applicant agrees to furnish commitment letter(s) from lending institution(s) to the LEDC when available):

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

I. The City Treasurer has verified in writing that the Applicant is not delinquent or late on any property taxes owed to the City for all properties in which the Applicant has an ownership interest of greater than 50%.



J. The City Treasurer has verified in writing that the Applicant, if an employer in the City, is in compliance with all required City wage withholding and income reporting requirements for all of its employees.

K. The City Treasurer has verified in writing that the Applicant is not delinquent or late on any corporate or other business income taxes owed to the City. Further, that the Applicant has submitted all applicable City Treasurer forms required for the payment and collection of taxes for Applicant.

L. LEAP has verified that all application fees due have been paid in full by the Applicant.

M. The City Attorney has received a written and signed affidavit from the Applicant and each person that has a 20% or greater ownership interest in the Applicant. The affidavit shall state either: (A) that the person is not currently engaged in litigation with the City, or (B) that the person is currently engaged in litigation with the City and has provided a basic description of the litigation.

#### **IV. PROJECT DETAILS**

A. Project Description:

B. Project Area:

The location of the Project is commonly known as [insert address] and legally described as follows:

[Insert all parcel numbers with their respective legal descriptions here]

C. Below is a list of City Incentive(s) requested for Project and number of years requested for each:

_____	_____ Years
_____	_____ Years
_____	_____ Years
_____	_____ Years

D. List all federal, state or other incentives and their estimated value that may be part of the Project:

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

E. Name of financial institution(s) funding the Project (if uncertain upon execution of this Agreement, Applicant agrees to furnish commitment letter(s) from financial institution(s) to the LEDC when available):

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

F. Estimated total investment in real property improvements for the Project. (Do not include real property purchase prices or soft costs such as architectural, engineering, financing and legal fees and other pre and post-construction expenses): \$ \_\_\_\_\_

G. Estimated total investment in personal property to be located in the Project Area. (Do not include personal property that was previously purchased by the Applicant in connection with another location or project within the City of Lansing, provide this information separately): \$ \_\_\_\_\_

H. Estimated number of new, permanent full-time equivalent Jobs Created (FTE) upon Project Completion: \_\_\_\_\_

I. Estimated average hourly wage or annual salary of new permanent Jobs created at Project Completion: \$ \_\_\_\_\_ average annual wage.

J. Will these new jobs provide fringe benefits, such as medical and dental insurance and retirement contributions? \_\_\_\_\_ Estimate the average hourly rate or annual amount attributable to such benefits \_\_\_\_\_.

K. Estimated number of new, permanent, full-time equivalent Jobs Retained (FTE) upon Project Completion: \_\_\_\_\_

L. Estimated average hourly wage or annual salary of Jobs Retained:  
\$ \_\_\_\_\_ average annual wage.

M. Will these retained jobs provide fringe benefits, such as medical and dental insurance and retirement contributions? \_\_\_\_\_ Estimate the average hourly rate or annual amount attributable to such benefits \_\_\_\_\_.

N. Estimated average number of full-time equivalent (FTE) construction jobs onsite during the Construction Phase of Project: \_\_\_\_\_

O. Estimated average hourly wage of full-time equivalent (FTE) construction jobs onsite during the Construction Phase of Project (if applicable): \$ \_\_\_\_\_ per hr.

P. Will these construction jobs provide fringe benefits, such as medical and dental insurance and retirement contributions? \_\_\_\_\_ Estimate the average hourly rate or annual amount attributable to such benefits \_\_\_\_\_.

## **V. TERMS AND CONDITIONS FOR PROJECT COMPLETION**

The Parties acknowledge that the Applicant has made representations contained within its application, and the additions above, with the purpose and intent of City's reliance thereon, as well as for compliance with the Act, as amended, and the City relies upon these representations in its determination that the Incentive should be approved.

The Applicant and the City desire to enter into this Agreement whereby the Applicant and City specify and agree on the Applicant's Project Commitments under which the Incentive will be granted. Nothing in this Agreement supersedes or diminishes any rights of the City or the State of Michigan established by federal, state, or local law or regulations.

NOW, THEREFORE, in consideration of the above recitals and premises set forth above, and the mutual covenants, agreements, and promises herein contained and pursuant to all state and federal laws, the Parties agree the City verified fulfillment of the following Applicant Project Commitments will meet the City's requirements for Project Completion:

### **Applicant Project Commitments:**

#### **A. Commitment to Commencement and Completion of Project Dates:**

Applicant agrees the Commencement of Project shall occur by: \_\_\_\_\_

Applicant agrees the Project Completion Date shall be no later than: \_\_\_\_\_

**B. Commitment to Hiring Local Labor and Lansing-based Firms:**

The Parties, in order to clarify the intent that projects receiving development incentives from the City employ as much Local Labor as is reasonably possible agree as follows:

1. The Applicant agrees and commits to employing and contracting with as much Local Labor and Lansing-based Firms as commercially practical to complete the Construction Phase of the Project. After Local Labor and Lansing-based Firms have been deemed exhausted, the Applicant agrees and commits to employing and contracting with Regional, and then Michigan, Labor and Firms, with notice to the LEDC at each step, as described below.

2. Local Labor Preference:

a. Applicant agrees that if it deems necessary to not hire Local Labor or Lansing-based Firms for any portion of the Construction Phase of the Project, Applicant must, within 30 business days of Commencement of Project, provide to the LEDC a written statement of that fact and an explanation of why it was necessary.

b. Applicant agrees that once it has deemed necessary to not use Local Labor or Lansing-based Firms, it will focus next on Regional Labor or Regional-based Firms to complete the Construction Phase of the Project. If Applicant deems necessary to not hire Regional Labor or Regional-based Firms for any portion of the Construction Phase of Project, Applicant must, within 30 business days of Commencement of the Project, provide to the LEDC a written statement of that fact and an explanation of why it was necessary.

c. Applicant agrees that once it has deemed necessary to not use Regional Labor or Regional-based Firms, it will focus next on Michigan Labor or Michigan-based Firms to complete the Construction Phase of the Project. If Applicant deems necessary to not hire Michigan Labor or Michigan-based Firms for any portion of the Construction Phase of Project, Applicant must, within 30 business days of Commencement of the Project, provide to the LEDC a written statement of that fact and an explanation of why it was necessary.

3. Applicant (if applicable) agrees to post, and to contractually require its agents to post, all initial bid solicitations or request for bids (“Bid Solicitations”) by the Applicant or their agents for a minimum of 15 days (“Posting Period”) on the Builders Exchange of Lansing and Central Michigan (“Builders Exchange”) and to document such Bid Solicitations, unless Applicant deems the use of certain contractors or subcontractors are critical to the success of the Project or portions of the Project. If Applicant bypasses Builders Exchange because it deems the use of a certain contractor or subcontractor as critical to the success of the Project or portions of the Project, Applicant must, within 30 business days of such hiring, provide to the LEDC a written statement of that fact and an explanation of why the use of the contractor or subcontractor was so critical. The Bid Solicitations must be available to all Builders Exchange users.

4. Within 45 business days of the Commencement of Construction and at the close of each quarter of the fiscal year thereafter, the Applicant must provide to the LEDC, a list of all contractors and subcontractors selected to enter into an agreement to perform all or part of the work solicited in the Bid Solicitation (“Selected Bidders List”). The Selected Bidders List must include the following information:

- a. Business Name
- b. Address (number, street, and apt. or suite no.)
- c. City, state, and ZIP code
- d. Telephone Number
- e. Employer ID Number (EIN)
- f. Primary Contact Person (Authorized Representative)
- g. Corresponding Builders Exchange Bid Solicitation Number

5. The Applicant will not be required to participate in the above Bidding Process, if doing so would result in the violation of federal rules, including but not limited to, homeland security or the disclosure of classified information.

6. The City acknowledges and agrees that some information submitted by Applicant is confidential and proprietary. Accordingly, the City agrees to reasonably assert to the extent applicable to the information provided and as allowable by law, that such information reported by Applicant to the City is exempt from disclosure pursuant to, including without limitation Section 13 of, the Michigan Freedom of Information Act, 1976 PA 442, as amended.

**C. Commitment to Pay City Income and Property Taxes:**

1. Applicant agrees to notify the City Treasurer and City Assessor of any and all ownership or legal structure changes during the term of any incentives approved for the Project.
2. Applicant recognizes that all employees, contractors and sub-contractors related to this Project are required to pay all City individual income taxes. Applicant further recognizes that all contractors and sub-contractors are required to report annually to the City Treasurer all gross individual income taxes paid and current residential addresses of all employees. The Applicant is not required to withhold, pay or be responsible for City Income Tax for or on behalf of the general contractor(s)/construction manager(s) or any subcontractors working on the Project. The Applicant agrees to allow and facilitate the display, in a prominent place for everyone at the Project site to see, of an informational poster containing details about the obligation to pay, and steps for paying, City Income Tax. The Applicant’s agreement with its general contractor(s)/construction manager(s) shall require the general contractor(s)/construction manager(s) to include in subcontractor agreements language notifying subcontractors of their individual and corporate obligation to comply with all City Income Tax requirements, including: the obligation to make

quarterly estimated tax payments if withholding is not being done, and to quarterly provide to the City Treasurer a list of all employees active on the Project. All such information collected for purposes of City Income Tax requirements are confidential per the Uniform City Income Tax Act of Michigan.

3. Applicant agrees that if property taxes applicable to the personal property owned by the Applicant that is identified with the Project are not paid within the time permitted by law for payment without penalty during the life of the Incentive being granted by this Agreement, the City may exercise any and all remedies available to it under law, including the commencement of litigation to recover the amount of tax and interest thereon.
4. Applicant agrees that if any property tax applicable to the real property owned by the Applicant that is identified with the Project is not paid within the time permitted by law for payment without penalty during the life of the Incentive being granted by this Agreement, the City may exercise any and all remedies available to it under law, including the commencement of litigation to recover the amount of tax and interest thereon.

**D. Commitment to Project Performance Measures:**

The Applicant and the City agree the Applicant must meet all the following "Project Performance Measures":

1. A minimum of \$\_\_\_\_\_ in private investment shall be expended on improvements to the Project's real property.
2. A minimum of \$\_\_\_\_\_ in private investment shall be expended to purchase and locate personal property for the Project.
3. The Project shall create \_\_\_\_\_ new, permanent full-time equivalent jobs.
4. The Project shall retain \_\_\_\_\_ permanent full-time equivalent jobs.
5. Other Project-Specific Performance Measures as agreed upon by the Parties in this Agreement: \_\_\_\_\_  
(Attach more pages if necessary)

**E. Commitment to Reporting Requirements:**

Prior to Project Completion the Applicant shall file an Annual Report with the LEDC on the Applicant's progress toward fulfilling their Applicant Project Commitments: Reports shall be submitted in compliance with all LEDC reporting requirements. Applicant understands and agrees that the information submitted to the LEDC will be available for public viewing, unless prior approval is requested and granted for specific confidential business information that is not subject to disclosure under the Freedom of Information Act (Public Act 442 of 1976, being MCL 15.231 et. seq., as amended). The Applicant shall file an Annual Report, Exhibit A, to the LEDC by no later than January 31<sup>st</sup> of each year for the term of this Agreement or upon Project Completion, whichever occurs first.

No later than sixty (60) days after the Project Completion Date, the Applicant shall provide in writing to the LEDC a Project Completion Report that includes a detailed written documentation and a signed affidavit attesting to the Applicants fulfillment of the Applicant Project Commitments Exhibit B. Within 60 days of receiving the Project Completion Report, or 90 days after the end of the Project Completion Date, the LEDC shall review all submitted documents for completeness and forward to the City Administration.

Within 60 days after receiving the Project Completion Report and supporting documents the City Administration shall review and determine if the Applicant has met all Terms and Conditions of Project Completion. Upon determining the Applicant Project Commitments were fulfilled, the City's Chief Executive Officer shall notify the Applicant in writing that Project Completion has been achieved per this Agreement.

If the City Administration finds the Applicant Project Commitments have not been met per this Agreement, the Applicant will be notified in writing and given a thirty (30) day extension to provide additional documentation to the City. Within 60 days after the end of the extension period, the City Administration shall make its final review and determine if the Applicant Project Commitments were fulfilled. Upon determining the Applicant Project Commitments were fulfilled, the City's Chief Executive Officer shall notify the Applicant in writing that Project Completion has been achieved per this Agreement. If the City Administration determines the Applicant has not fulfilled the Applicant Project Commitments per this Agreement, the Applicant will be considered in default of the Agreement.

## **VI BREACH OF AGREEMENT BY APPLICANT**

Failure of performance or non-compliance with this Agreement and to the, Terms and Conditions for Project Completion, shall constitute a breach of this Agreement by Applicant and, in addition to other available remedies available to the City under this Agreement and under law and regulation, shall subject the Applicant to incentive revocation and/or the suspension of the incentive. Further, such failure and non-compliance shall be considered as relevant information in consideration of the approval of all future incentive applications to the LEDC, LBRA, or City by the Applicant or any person or entity with (25%) or more ownership in the Project.

### **A. Default by Applicant**

If Applicant shall fail to perform any of its obligations under this Agreement, including any of the Terms and Conditions for Project Completion, the City shall provide written notice of such failure to perform and serve Applicant in person, or by certified mail with return receipt, of a Notice of Default specifying the performance failures. After service of the notice, the Applicant shall have a cure period of: ten (10) business days from the service of such notice to cure any monetary failure; and thirty (30) days to cure any non-monetary failure. If any failure to perform shall not have been cured by the expiration of the applicable cure period, then a “Default” by Applicant shall be deemed to have occurred and declared and the City may terminate this Agreement and shall have all rights and remedies at law, including Incentive Revocation.

### **B. Default Procedures, Remedies**

City shall have all the rights and remedies available at law, in equity or in this Agreement to enforce the rights and obligations under this Agreement. All remedies shall be cumulative, and none will be exclusive of any other. The exercise of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same Default or breach or of any of its remedies for any other Default or breach by the other party. No waiver made by with respect to the performance, or manner or time thereof, or any obligation under the Agreement shall be considered a waiver of any rights with respect to the particular obligation or condition beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the City.

## **VII ADDITIONAL ITEMS**

### **A. City’s Rights**

Nothing in this Agreement shall supersede the City’s ability to request the State Tax Commission to revoke the Incentive as otherwise provided, or as may hereafter be provided, under the Acts, as amended. Nothing in this Agreement supersedes or diminishes any rights of the City or the State of Michigan established by federal, state, or local law or regulations.



B. Governing Law

This Agreement shall be construed in accordance with Michigan law.. All actions arising from this Agreement shall be brought in a state court of competent jurisdiction in Ingham County, Michigan, or in the federal courts in the Western District of Michigan, Southern Division.

C. Ambiguity

This Agreement and all its terms and conditions shall be considered as if drafted by both Parties.

D. Assignability

The Developer shall have the right with the City's written approval, including fulfillment of any conditions contained in such approval, to assign or transfer this Agreement with allof their rights, title and interests therein to any person, firm or corporation at any time during the term of this Agreement. Developer shall provide the City with written notice of any intent to assign, or transfer all or a portion of the Project, at least 30 days in advance of such proposed action. Developer may free itself from further obligations relating to the assigned interest, if approved by City, provided that the permitted assignee expressly assumes the obligations under this Agreement as provided herein.

E. Notices

All notices and other communications required or permitted under this Agreement must be in writing, shall be addressed to the Party to be notified at the address set forth below or at such other address as each Party may designate for itself from time to time by notice hereunder, and shall be deemed to have been given, delivered or served upon the earliest of: (i) 5 business days after deposit in the U.S. Mail, for delivery by certified or registered mail, with proper postage prepaid and return receipt requested, or (ii) 1 business day after deposit with a nationally recognized overnight delivery carrier for next day delivery, or (iii) on the date of personal delivery.

If to Developer: [insert info]

With a copy to: [insert info]

If to the City: [insert info]

With a copy to: [insert info]

F. Right in Third Parties

This Agreement is not intended nor shall it create any rights, expectations or benefit to any third party, including but not limited to, any creditor of the Parties.

G. Severability

The invalidity of any portion of this Agreement shall not affect the validity of the remainder thereof.

H. Subsequent Waivers

One or more waivers of any provision, covenant, or condition of this Agreement shall not be construed as a waiver of a subsequent breach of the same provision, covenant, or condition, or as a waiver of a subsequent breach of other provisions, covenants, or conditions. The consent or approval to or for any act shall not be deemed to render unnecessary the consent or approval to or for any subsequent similar act.

I. Termination

Unless terminated earlier pursuant to the terms and conditions of this Agreement, this Agreement shall terminate on: \_\_\_\_\_.

J. Covenant to Abide by Law

In the performance of all Project activities, Applicant agrees to abide by federal, state, and local law and regulation.

K. Amendments and Modification

The term and conditions of this Agreement cannot be waived, modified or amended unless agreed and executed in writing by both Parties.

L. Entire Agreement

This Agreement contains the entire Agreement between the Parties and any representations, oral or written, which occurred between the Parties prior to the date of execution of this Agreement and which are not contained in this Agreement are not binding on either Party.

M. Delays, Extensions and City Approval

In the event of an unavoidable delay ("Enforced Delay") in the performance by the Developer of its obligations under this Agreement due to unforeseeable causes beyond its control and without fault or negligence, including, but not restricted to, acts of God or acts of war or terrorism; legislative regulatory acts of the federal, state, county, city or local government that directly impact the Project; acts of the judiciary not resulting from the Developer's breach of this

Agreement or fault of the Developer, including injunctions, temporary restraining orders and decrees; fires; floods; epidemics; unanticipated and reasonably unforeseen environmental contamination not discoverable by the exercise of reasonable Developer due diligence; strikes; lock-outs, labor trouble; inability to procure materials; failure of power; riots, insurrection, war, acts of gross negligence of the City or its agents or other reason of like nature not the fault of the Developer, the time for performance of such obligations shall be extended for the period of the Enforced Delay. Provided, however, in order to claim any such time extension or period of Enforced Delay, Developer shall notify City of such claim no later than ten days from the occurrence of any such unforeseeable cause arising under this Section VII (M).

With respect to any matters that are within the discretion or approval of the City, the City shall: (i) act reasonably in all dealings with the Developer, (ii) not unreasonably withhold, condition, or delay any approvals within its discretion, and (iii) act reasonably to assist the Developer in completion of the Project.

N. Cooperation

The Parties shall take such further actions and deliver and execute such additional documents as are reasonably necessary to effectuate the terms and intent of this Agreement. The Parties shall work cooperatively to obtain any and all permits, approvals, waivers, certificates of occupancy, rental licenses, liquor licenses, and any other approval required to effectuate the Parties' intent contemplated under the terms of this Agreement.

O. Prior Activities

This Agreement shall not govern the activities of the Developer prior to the Effective Date of this Agreement.

P. Authority

The City and the Developer each warrant and represent to the other that this Agreement and the terms and conditions thereof have been duly authorized and approved by, in the case of the City, its City Council and all other authorities whose approval may be required as a precaution to the effectiveness hereof, and as to the Developer, by the members or managers thereof, as applicable. The Parties agree to provide such opinions of counsel as to the due authorization and binding effect of this Agreement as the other Party shall reasonably request.

Q. Survival

The terms, conditions, promises, representations, obligations, and covenants set forth in Section V (C) shall survive Project Completion and the terms, conditions, promises, representations, obligations, and covenants set forth in Sections VI and VII shall survive any termination of this Agreement.

VIII SIGNATURES

IN WITNESS WHEREOF, the undersigned Parties hereto execute this Agreement as of the day and year first above written.

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
James D. Smiertka  
City Attorney

**APPLICANT NAME:**

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

Its: \_\_\_\_\_

**CITY OF LANSING:**

By: \_\_\_\_\_  
Andy Schor

Its: Mayor

I hereby certify that funds are available  
in Account No.: \_\_\_\_\_

\_\_\_\_\_  
City Controller