PLANNING, BUILDING & DEVELOPMENT

Quality Services for a Quality Community

MEMORANDUM

TO: Downtown Development Authority

FROM: Tom Fehrenbach, Director of Planning, Building & Development

CC: Tom Yeadon, City Attorney

DATE: April 20, 2020

SUBJECT: Consideration of a Memorandum of Understanding with River Caddis Development Company

City of East Lansing
PLANNING, BUILDING & DEVELOPMENT
410 Abbot Road
East Lansing, MI 48823

(517) 319-6930
www.cityofeastlansing.com

As the DDA is aware, in November 2019, a Request for Qualifications and Proposals (RFQP) was released seeking project proposals by qualified developers for the Evergreen Properties (314, 328, 334, 340, and 344 Evergreen Ave) owned by the DDA.

By the January 2020 deadline, two proposals were received. Both proposals were published to a project website for review by the public. The DDA and the Evergreen Properties Review Committee established by DDA resolution were sent the link directly and encouraged to give their initial feedback and questions for consideration. In March, one of the proposers, Convexity Properties, formally withdrew their proposal. One proposal, from River Caddis Development (RCD) is currently active.

The concept includes:

1. 8 Story, 112 ft tall mixed-use Building
2. Ground floor- restaurant/ café/ retail, lobby, and flexible space
3. Approximately 250,000 square feet of commercial office space
4. Approximately 250 parking spaces

It should be noted that such a development would require a rezoning to B-3, which staff would anticipate would be requested as a project-dependent conditional re-zoning.

Staff had anticipated the DDA holding a joint meeting with the Review Committee, where the developer would be invited to give a presentation regarding their concept, and take questions and comments from the DDA members. This meeting was originally scheduled for March 19, 2020, but was cancelled due to the Covid-19 pandemic response.

As the envisioned meeting has not yet been practical to implement, staff and the developer have continued to discuss the concept. Staff collated a list of questions for the RCD regarding their concept. The questions, along with their responses are attached. Staff and RCD have had several conversations, and have been seeking the best way given our current restrictions to balance the desire to receive input from the stakeholders and DDA, while

also moving a process forward for eventual decision making, which will include the City Council, and likely also the BRA. Towards this end, the Developer, with guidance from staff, drafted the attached Memorandum of Understanding (MOU). Their request is intended as a formal step by the DDA to indicate its desire to move forward, empowering staff and the stakeholders to work with the developer to further develop the plan and begin drafting the agreements for future consideration. Although it would give a 90 period of exclusivity to RCD, it does not commit the DDA to move forward with this project.

The main thrust of the agreement is as follows:

1. DDA indicates that it intends to work towards the development of a project with RCD
2. DDA gives 90 day "Due Diligence" period, giving RCD a period of exclusivity, agreeing to not pursue any other developments or otherwise market the properties during this period.
3. DDA agrees to share information and allow developer to access the properties
4. DDA and RCD establish a project team of stakeholders to begin meeting regularly to review and discuss the project, including exploration of a public-private partnership.
5. At the end of 90 day period, either DDA or RCD can decide not to move forward without penalty.

RCD submitted a response through our formal RFP process, has experience bringing successful development projects to fruition in East Lansing and elsewhere, and has initially demonstrated the financial wherewithal to undertake a project of this scope. Further, they are the only active proposal to the DDA properties. As such, it is prudent for the DDA to continue working towards a project with RCD, while also seeking feedback from the review committee and public. Therefore, staff recommends that the DDA authorize the Chairperson to execute the attached MOU.

Attachments

CITADEL- Initial Review 3-27-20

Questions for Developer:

1. With office trends tending more towards density of employees, open work spaces, etc, are 250 parking spaces adequate to serve the anticipated parking demand? Or would you anticipate office users also committing to parking permits for other garages in the municipal system? Activating the alley for outdoor seating doesn't seem too compatible given the amount of delivery, ride share drop-offs, etc expected to occur. Is there willingness to consider a design that creates more of a focus of the public spaces towards Evergreen/ Valley Court Park?

   Parking:

   Whether we have sufficient parking spaces for the designed building will depend on the specific office users. However, we believe there is a demand for parking downtown East Lansing, and will continue to be so. We are committed to working with the city to assist with that demand. This may include a public structure, which may serve other adjacent uses.

   Alley:

   The activation of the Alley way does not involve seating or long term gathering or programmed space. The idea behind the alley is to keep it an alley, keep trucks passing through and delivering, keep areas for trash pickup, a place for utilities, etc. The activation is to allow something that is typically not attractive or engaging to be just that. A place for people to walk through, take pictures for social media and allow local and visitors to engage and be filled with wonder. The only activation is with public art, streetlights and potentially cameras. We see a safe walkable canvas where people can always visit and share.

   Programmed Space:

   a) **As seen from the conceptual drawing facing the park, we have set back the 1st and 2nd floor and building cantilevering over the ground floor, creating programmable public space for occupants, patrons of tenants or citizens walking by.**
   b) **We will also work with the city to design and offer more public or programmable space that would entice local people and visitors to patronage or visit East Lansing.**

2. With this building and height, would you be expecting to request a project-specific conditional rezoning to B-3 to allow for the 112 foot height?

   Yes, we would plan to rezone to B-3 zoning as we believe it is the most appropriate zoning for this property, this area of the city and the concept.

3. Is it possible to provide access through the City Parking Lot #15 without losing parking spaces?

   As shown in our infrastructure plan, we believe we can make that transition work; we do not know how many spaces will remain after redesign, but it should be a similar amount.

4. Have you, or do you plan to reach out to the Peoples Church, neighborhood associations, adjacent property owners, and other stakeholders?

   Yes, we have reached out to all the above. Our plan moving forward is a collaboration with all stakeholders to create a long term and standing development which benefits everyone involved.

5. You indicate state and local support totaling approximately $14.6M. Can you provide any more detail on the conceptual breakdown of these estimates?

   As this is conceptual and we have not had any talks with the City or the BRA, these numbers will change with the design/scope and we will address them transparently with the City.

6. Assuming brownfield TIF support from the City and BRA is anticipated, can you explain the main thrust of the eligible expenses anticipated? Does your plan include alignment with the Council's policy on TIF, or would exceptions be requested?

   a) **Once our development team is able to sit down with the City representatives, we will be able to fully address the extent of eligible expenses. Today, we anticipate parking, infrastructure, environmental and social infrastructure as well as programmed space. Our plan will include alignment with the City's policies on TIF as much as possible.**
   b) **We also plan to work with LFDA or smartzone, MEDC**

7. Can you provide more details on your strategy for tenancy of the building? Do you have or expect to secure letters of intent from office users prior to City approvals? If so, can those be made public?

   a) We currently have commitments that are sworn to confidentiality that would sizeable and prominent.
   b) We are currently working with LEAP, MEDC, and the Chamber to locate out of state occupants looking in Ingham County and Michigan.

8. Previous Development Agreements negotiated by the City Council and DDA have included provisions to ensure that the project aligns as much as possible with the Council's policy on prevailing wage. Do you expect your project to meet these expectations?

We are open to all ideas on how this 'community partnership' works best for everyone.

Via Email April 17, 2020

Peter Dewan
Downtown Development Authority Chairperson
Thomas Fehrenbach
Planning, Building, and Development Director
City of East Lansing
410 Abbot Road
East Lansing, MI 48823

Re: Memorandum of Understanding ("MOU") regarding the Response to Request for Qualification & Proposals (the "RFP Response") offered by River Caddis Development, LLC ("RCD") in connection with the Central Innovation and Technology District of East Lansing (CITADEL) (the "Project")

Dear Mr. Fehrenbach:

Considering the extreme situation we are facing with COVID-19 and the actions taken by local and state government, RCD wishes to propose an arrangement that will allow our development proposal for the Project to move forward without undue delay. We believe the process outlined in this MOU will provide transparency and collaboration in a mutually beneficial path moving forward.

This MOU follows the RFP Response submitted by RCD to the Downtown Development Authority ("DDA") of the City of East Lansing in connection with the Project. If RCD is selected as the purchaser/developer of the Project, this MOU shall serve to memorialize the initial steps each party will undertake towards the goal of eventually entering into a Purchase and Sale Agreement ("PSA") regarding the Project. To that end, and upon execution of this MOU, the parties shall use their best efforts and due diligence to complete the outlined tasks within the timeframe provided with the goal of entering into a PSA at the earliest possible date.

For the time period commencing with the date of this MOU and ending at close of business in 90 days, the DDA grants RCD the exclusive right and option to investigate and consider the development of the Project and negotiate the PSA (the "Due Diligence

Period"). During this time period the DDA will not entertain or enter into any discussions or agreements of like kind with any other entity expressing a like interest in developing the Project. This time period may be extended by mutual agreement of the parties.

During the Due Diligence Period:

1. The DDA will:
   - Provide documents it has in assisting RCD in evaluating whether to enter into the PSA. These documents may include surveys, building schematics, environmental reports, etc;
   - Permit RCD and their consultants access to the various parts of DDA properties for any inspections and/or testing as may be appropriate;
   - Review and work with RCD to evaluate the development of the Project based upon the City initiatives; and
   - Collaborate with RCD and necessary stakeholders to assist in drafting documents leading to a PSA.

2. RCD will:
   - Explore, develop, and submit concepts for the Project, including project financials and proof of viability (subject to confidentiality agreements), and/or sources and uses of all outside financing, if outside financing is applicable (i.e. tentative proforma) in sufficient detail for the DDA and City to make an informed decision;
   - Gather, meet, explore, and answer questions from all stakeholders chosen by DDA and City ("Review Committee"); and
   - Take consideration into all ideas and direction from the Review Committee and potential implementation into design and programming of the Project.

3. The DDA and River Caddis together will:
   - Identify members and establish a Project team to meet on a regular basis (i.e. weekly, bi- weekly, or monthly) to monitor the progress on the plans, documents, funding sources for the Project.

If, at the end of the Due Diligence Period and upon completion of the above tasks, both parties determine it is advantageous for RCD to proceed as the selected purchaser/developer for the Project, each party will work together to execute a mutually acceptable PSA. If, following the Due Diligence Period, either party determines it is no longer advantageous to continue, this MOU may be terminated by either party upon written notice.

RCD agrees that its sole and exclusive remedy against the DDA for any claim arising out of this Agreement shall be to seek and obtain specific performance of the terms of this Agreement including temporary and permanent injunctive relief. All other claims arising out of this Agreement, whether for breach of contract, tort, or otherwise, including any

misrepresentation or inaccuracy of the DDA's warranties are waived by Purchaser even if this Agreement is hereafter declared to be invalid. The prevailing party in any proceeding or court action to enforce the terms of this Agreement shall also be entitled to an award of its reasonable costs and attorney fees incurred in such enforcement action. The award of monetary relief shall be limited to those reasonable costs and attorney fees permitted by this Agreement, any sanctions ordered or permitted under Michigan law in accordance with the terms of this Agreement.

If the foregoing conceptual understanding is satisfactory, please so indicate by signing and returning a copy of this MOU. We are pleased with the interest you have shown in working with RCD and exploring this opportunity in partnership with us.

Sincerely,

RIVER CADDIS DEVELOPMENT, LLC

John McGraw
Director of Development

ACCEPTED:

DATED: _____

By: _____

Peter Dewan

Its: ___Chairperson_____

DATED: April 17, 2020

By: _____

Kevin McGraw

Its: ___President_____

1038 Trowbridge Road, East Lansing, MI 48823
(517) 703-2107 (Direct) • (517) 235-5095 (Fax) • jmcgraw@rivercaddis.com

PLANNING, BUILDING & DEVELOPMENT

Quality Services for a Quality Community

MEMORANDUM

TO: Downtown Development Authority

FROM: Heather Pope, Department Operations Analyst

CC: Tom Fehrenbach, Director, Planning, Building & Development

DATE: April 20, 2020

SUBJECT: Triterra Phase I Environmental Site Assessment 314-344 Evergreen

City of East Lansing
PLANNING, BUILDING & DEVELOPMENT
410 Abbot Road
East Lansing, MI 48823

(517) 319-6930
www.cityofeastlansing.com

The Downtown Development Authority received a grant through the Lansing Regional Brownfield Coalition for a Phase 1 Site Assessment for 314-344 Evergreen Ave. Attached for the DDA's approval is an Agreement with Triterra, in the amount of $2,700.00 for the Phase 1 Site Assessment. The DDA is responsible for 10%, $270.00, for this agreement. The funds can be allocated from the Project Development Fund, TBD budget line item.

attachments

LEAP
stronger together

1000 South Washington Avenue, Suite 201 Lansing, MI 48910
(517) 702-3387 TEL (517) 702-3390 FAX
www.purelansing.com

March 2, 2020

East Lansing Downtown Development Authority
410 Abbot Rd.
East Lansing, MI 489923
ATTN: Heather Pope

Dear ~~Ms.~~ Pope: Heather:

On behalf of the Lansing Regional Brownfields Coalition (LRBC), which consists of lead applicant City of Lansing, City of East Lansing, and Eaton, Ingham and Clinton counties, the Lansing Economic Area Partnership (LEAP) is pleased to extend this letter of acceptance for the Evergreen Properties Redevelopment Project assessment grant application.

After careful review of the Project Intake Form, we believe the site's cleanup and redevelopment will be instrumental to our region's growth and vitality. Your project matched well with the LRBC's goals to stimulate development and reuse of underutilized and contaminated properties through community and economic development.

Attached to this letter you will find the approved Project Intake Form, authorized by lead applicant City of Lansing, as well as LEAP's internal review on behalf of the LRBC. Below is important detail regarding next steps and expectations:

Selection of a qualified environmental firm

- Triterra: Dave Van Haaren, 517.853.2152, dave.vanhaaren@triterra.us
- SME: Casey Smith, 616.406.1756, casey.smith@sme-usa.com
- PM Environmental: Jessica DeBone, 616.328.5297, debone@pmenv.com

Firm works with LEAP/Lansing to submit site to EPA (and EGLE, if applicable) for eligibility approval

If determined eligible, LEAP/Lansing and Coalition Partner finalize scope of work for selected firm

If applicable, Coalition Partner obtains any necessary permits, easements, access agreements

City of Lansing engages into contract for services with firm and firm begins assessment work

If you have any questions, please do not hesitate to reach out to Dillon Rush, grant project manager, at 517.331.0069 or dillon@purelansing.com. Again, congratulations on your initial approval and we look forward to working with you going forward!

Sincerely,

Robert L. Trezise, Jr.
President & CEO, LEAP

Dillon T. Rush
Project Manager, LEAP

TRI TERRA BROWNFIELD DEVELOPMENT | ENVIRONMENTAL CONSULTING | NATURAL RESOURCES

CONTRACT

Triterra
1305 S. Washington Avenue, Suite 102
Lansing, Michigan 48910
(517) 702-0470

East Lansing DDA
Attn: Heather Pope
410 Abbott Road
East Lansing, Michigan 48823

Proposal No.: 20-2340-04

Date: March 26, 2020

1. Scope of Work:

Phase I Environmental Site Assessment	$2,700
LRBC Fees (90%)	*$2,430*
Applicant Fees (10%)	*$270*

Property: 314-344 Evergreen Avenue
East Lansing, Michigan 48823

2. Attachments: N/A

3. Documents Incorporated by Reference: N/A

Price (Check Appropriate Box)

■ Fixed Price

$ 270.00

☐ Time and Materials

$ _____

Authorization and acceptance of this Contract includes acceptance of the terms above, including all attachments, the Terms and Conditions appearing on the reverse side hereof, and all documents incorporated by reference above. Terms of Payment: 0 % upon execution of Contract; subsequent invoices due on receipt.

This Contract is subject to and governed by the Terms and Conditions appearing on the reverse side hereof, including provisions limiting remedies and disclaiming warranties.

Authorized by Client:
East Lansing DDA

By: _____ Date: _____
(Signature)

Name: _____

Title: _____

Accepted by Consultant:
Triterra

By: _____ Date: 3/26/2020

Name: Dave Van Haaren

Title: Director | Economic Development

TERMS AND CONDITIONS

These Terms and Conditions govern and are applicable to services rendered by Triterra, LLC (hereinafter "Consultant"), to the "Client" identified in the proposal or work order, including any subsequent amendments or change orders (collectively the "Proposal"), issued by Consultant with these Terms and Conditions.

1. Scope of Services. The specific professional services (the "Services") to be performed by Consultant on behalf of Client shall be as described in and authorized by the Proposal. Any additional services performed by Consultant for Client at Client's request shall also be subject to these Terms and Conditions except as otherwise provided and acknowledged by Consultant in writing. Client acknowledges and agrees that, except as otherwise specifically provided herein, Consultant is an independent contractor and that Consultant reserves the right to subcontract all or any portion of the Services.

2. Estimates of Costs. Any estimates or opinions of costs made by Consultant in Proposals or otherwise are made on the basis of Consultant's judgment as an experienced and qualified environmental consultant and are based on project and site information actually known by Consultant, Consultant's current Schedule of Fees (as defined below), and the anticipated costs of materials, supplies, laboratories, subcontractors, and other components of the project. However, Client acknowledges and agrees that Consultant cannot and does not guarantee that total costs will not vary from estimates prepared by Consultant. The Proposal shall not be considered a "fixed price," "flat fee," or "lump sum" contract or agreement, unless specifically set forth in the Proposal.

3. Fees and Compensation. Except as otherwise specifically noted in the Proposal, Client shall be billed and pay for the Services on a time and materials basis based upon Consultant's standard schedule of fees and rates (the "Schedule of Fees"), as adjusted by Consultant from time to time. Services required to be performed on weekends or legal holidays or during non-standard business hours because of circumstances beyond Consultant's reasonable control shall be billed at 150% of the applicable standard rate set forth in the current Schedule of Fees. All costs and expenses billable to Client, including the costs of materials, supplies, rented equipment, permits, bonds, subcontractors, and laboratories, shall be subject to a 15% administrative mark-up. In the event that Consultant is required to provide documents, information, or testimony related to Services rendered to or on behalf of Client pursuant a subpoena or other order issued by a court or governmental agency, Client shall be responsible for Consultant's costs, expenses, and fees incurred in responding to or complying with the subpoena or order, including charges for time spent by Consultant in accordance with the current Schedule of Fees.

4. Billing and Payment. Except as otherwise specifically noted in the Proposal, Client will be invoiced periodically at Consultant's discretion for Services performed by Consultant. Fixed price Proposals will be invoiced on a percentage-completed basis. All invoices shall be due and payable in full upon receipt. Past due balances shall bear interest at the rate of 1.5% per month, or the maximum amount allowed by applicable law, whichever is less, beginning thirty (30) days from the date of the invoice. In the event that Client fails to pay any amount in full when due, Consultant may, at its sole option, suspend the performance of Services until payment in full is received or terminate the performance of Services. The suspension or termination of the performance of Services by Consultant, or the continuation of the performance of Services, shall not in any way affect Client's liability for payment with respect to Services previously rendered and Consultant shall not be responsible for, nor liable to Client with respect to, any fines or penalties imposed upon or against Client as a result of delays resulting from Consultant's exercise of its rights under this provision. Client shall be liable for all costs incurred by Consultant in attempting to enforce these Terms and Conditions or to collect overdue payments from Client, including actual attorney fees and court costs.

5. Release and Submission of Reports and Data. All data, information, documentation, and reports generated, gathered, created, ordered, or received by Consultant in the performance of Services are and remain proprietary in nature and Consultant shall have no obligation whatsoever to release such data, information, documentation, or reports until all invoices and charges related to the development of such data, information, documentation, and reports are paid in full. Client acknowledges and agrees that it remains solely responsible for the preparation and filing of all forms, notices, and reports of any kind required by any local, state, or federal law, ordinance, or regulation and that Consultant shall have no obligation whatsoever to assure or effect compliance with any such reporting requirement unless specifically set forth in the Proposal.

6. Hazardous and Waste Materials. Client acknowledges and agrees that, unless expressly provided for in the Proposal, Consultant has had no role in generating, treating, storing, or disposing or arranging for the disposal of any hazardous substances, hazardous waste, toxic substances, pollutants, or contaminants which may be present at or near any project site (collectively "Waste Materials"), as such terms are defined or contemplated by the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601 *et seq.* ("CERCLA"), and/or Parts 201, 211, or 213 of the Natural Resources and Environmental Protection Act, MCL 324.21301 *et seq*. ("NREPA"), or any other local, state, or federal law, ordinance, or regulation pertaining to such substances or the environment, and that Consultant has not benefited from the processes that produced such Waste Materials. Any Waste Materials generated, treated, stored, disposed of, or otherwise encountered during the performance of Services by Consultant shall at no time be considered or become the property of Consultant. Client understands that Waste Materials may be generated or encountered during the normal course of performance of the Services, potentially requiring the removal, temporary storage, and disposal of the Waste Materials. Client agrees to the temporary storage of such Waste Materials at the project site and assumes all risk for safeguarding the Waste Materials from vandalism, tampering, theft, and other damage.

7. Site Access and Control. Client grants a right of entry to the project site to Consultant and Consultant's employees, agents, and subcontractors for the purpose of performing the Services, and Client acknowledges and agrees that it is and shall remain in control of the project site at all times and that Consultant is not an "operator," as defined by CERCLA and/or NREPA, of the project site or facility where Consultant is performing the Services. If client does not own a project site, Client warrants and represents to Consultant that Client has the authority and permission of the owner and occupant of the project site to grant this right of entry to Consultant, unless Client notifies Consultant otherwise in writing, and Client shall be responsible for payment of any costs and expenses associated with gaining access, including entry and permit fees and the costs of bonds. If the performance of the Services results in damage to or the alteration of the project site, other than otherwise avoidable damage or alteration resulting from Consultant's gross negligence, Client agrees to pay the costs of restoring the project site to its original condition.

8. Site Conditions. Client agrees to promptly disclose to Consultant prior to the commencement of the Services any information pertaining to the project site that impacts the performance of the Services by Consultant or the health and safety of Consultant's employees and subcontractors, site personnel, or the public. Client acknowledges that the discovery or suspected discovery of Waste Materials during the performance of the Services may require that special and/or immediate measures be undertaken to protect the health and safety of Consultant's employees and subcontractors, site personnel, and/or the public, and Client shall be responsible for any costs or expenses incurred by Consultant with respect thereto, irrespective of whether such costs or expenses were or could have been included in the Proposal. Client shall be responsible for the proper identification of all utility lines and subterranean structures and conditions, including, but not limited to, underground storage tanks and piping, utility lines, wells, foundations, pipes, drains, and sewer lines, on, at, within, or under each project site.

9. Indemnification and Limitation of Liability. Client shall indemnify, hold harmless, and defend Consultant and its members, shareholders, directors, officers, employees and/or agents from and against any and all losses, damages, claims, liabilities, fines, penalties, costs, and expenses, including actual attorney fees and court costs, which any or all of them may incur, be otherwise responsible for, or pay out as a result of bodily injury (including death) to any person, damage (including loss of use) to any real or personal property (including utilities or subterranean structures), or injury or damage to the environment generally (including the public trust in natural resources), arising out of or related to the performance of the Services or Client's breach of these Terms and Conditions, except for such injuries or damages resulting directly from the gross negligence or willful misconduct of Consultant. Any liability of Consultant to Client related to the performance of Services by Consultant shall be limited to the actual amounts paid by Client to Consultant in connection with the Proposal under which the Services giving rise to the liability were performed. Any claims against Consultant shall be barred if not brought within one year of the earlier of the date upon which the acts or omissions giving rise to such claim were committed or the completion or termination of the performance of the Services under the Proposal.

10. Standard of Care and Disclaimer of Warranties. Client acknowledges and agrees that conditions can vary between sampling points and with time, and that the assumptions, interpretations, opinions, conclusions, and recommendations of Consultant are based solely on data known to Consultant, which can result in changes in the assumptions, interpretations, opinions, conclusions, and recommendations over time or in response to additional data. Client further acknowledges and agrees that nothing contained herein nor in any Proposal shall be considered or amount to a guarantee by Consultant of any particular outcome. Client further acknowledges and agrees that the fields of science and engineering, associated technologies, and accepted practices, as well as applicable laws, standards, guidelines, and regulations, are constantly developing and changing, and that there are variances and inconsistencies between the laws, standards, guidelines, and regulations of different agencies and jurisdictions (as well as the application thereof), requiring the exercise of discretion and professional judgment by Consultant. Consultant will select the methods and/or procedures it considers appropriate to accomplish the intended result, and Client's acceptance of a Proposal signifies concurrence with the methods and procedures selected by Consultant. As part of the Services, Consultant may retain, hire, or subcontract with laboratories or subcontractors of Consultant's choosing for the performance of analytical testing or other services, and Consultant assumes no responsibility for claims or losses arising from the negligence or errors and omissions of such laboratories or subcontractors. There are no warranties, either express or implied, which are not expressly set forth in the Proposal or these Terms and Conditions, and Consultant makes NO WARRANTIES OF MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE with respect to any of the Services, goods, materials, or equipment sold or furnished by Consultant.

11. Force Majeure. Client and Consultant shall be excused for the period of any delay in the performance of any non-monetary obligations under these Terms and Conditions when substantially prevented from so doing by labor disputes (beyond the party's control), civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any necessary material or service, or acts of God.

12. Governing Law and Venue. These Terms and Conditions shall be governed and construed for all purposes under and in accordance with the laws of the State of Michigan, without given effect such State's choice of laws principles. Any action brought to challenge or enforce these Terms and Condition shall be brought in the courts of Ingham County, Michigan; provided, however, that an action to foreclose on a construction lien claimed by Consultant as a result of Services rendered hereunder shall be brought in the county where the underlying real property is located and any other related claims may be joined in such action.

PLANNING, BUILDING & DEVELOPMENT

Quality Services for a Quality Community

MEMORANDUM

TO: Downtown Development Authority

FROM: Heather Pope, Department Operations Analyst

CC: Tom Fehrenbach, Director, Planning, Building & Development

DATE: April 20, 2020

SUBJECT: Evergreen Property Leases

Staff will be providing an update on the current leases and how COVID-19, and MSU classes being held online, have impacted some of the tenants. Staff will also be providing an update on the 20-21 leases.

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