



Materials Advancement and Research Solutions Tech Hub

Community Benefits Plan

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**PUBLIC SECTOR
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Prepared by

Public Sector Consultants
www.publicsectorconsultants.com

Prepared for

Michigan State University Research Foundation
www.msufoundation.org

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MARS Hub Community Benefits and Engagement Overview

The Materials Advancement and Research Solutions Tech Hub (MARS Hub) is a burgeoning regional technology hub for advanced materials science—specifically synthetic diamond and rare isotopes—in the Lansing area. These advanced materials are driving groundbreaking improvements in semiconductor chips, power electronics, defense and aerospace testing and components, medical imaging and sensing, quantum computing, and other applications essential to U.S. national and economic security. The Lansing region's scientific leadership in synthetic diamond, rare isotopes, and particle accelerators; skilled workforce in advanced manufacturing; and record of successful collaboration to attract, grow, and scale advanced materials companies is the foundation of the MARS Hub.

The MARS Hub provides an applied research and commercialization platform that marshals the region's assets and capabilities to help advanced materials companies scale. It will include a multitenant facility housing economic development and small business supports, shared lab and technology testing resources, classrooms for workforce and education training, coworking spaces for visiting companies, and community programming. The Michigan State University Research Foundation applied for and received a strategy development grant from the U.S. Economic Development Administration's Regional Technology and Innovation Hub program to serve as a catalyst for MARS Hub programming and accelerate its development. The Foundation serves as the lead entity for the MARS Hub, which is also guided by a steering committee comprising representatives from Michigan State University (MSU), Capital Area Michigan Works! (CAMW!), Capital Area Manufacturing Council (CAMC), Lansing Area Economic Partnership (LEAP), and Fraunhofer USA Center Midwest (Fraunhofer USA CMW). Steering committee members lead workgroups in technological innovation, economic development, workforce development, and community engagement. The workforce development and community engagement workgroups focused on the creation of a community benefit plan (CBP) and corresponding strategies.

By intentionally focusing on community benefits, the Foundation and the MARS Hub will ensure equitable access to benefits as the MARS Hub takes shape. The CBP will allow the MARS Hub to actively address access to entrepreneurial resources, education, and workforce development opportunities related to material sciences. Many external benefits associated with the Tech Hub effort have a regional focus and emphasize economic development, workforce development, and educational programs. This regional emphasis is balanced by a commitment by the Foundation and its partners to ensure that positive benefits also accrue to the community and neighborhood in which the MARS Hub facility will be located. While the intent is to locate the MARS Hub within the city of Lansing, the Foundation is still in the site-selection phase. Any references in the plan to future coordination with the City of Lansing and corresponding stakeholders will be amended if the final Hub location differs.

For the purposes of this work, Public Sector Consultants and Progressive Companies highlighted regional impacts in Ingham, Clinton, Eaton, and Shiawassee Counties and partnered with City of Lansing officials and stakeholders to identify community and neighborhood benefits.

The team's approach included:

- Local and regional assessment
- Action planning, including evaluation metrics and budget estimates
- A plan for ongoing stakeholder engagement
- Identification of best practices and examples

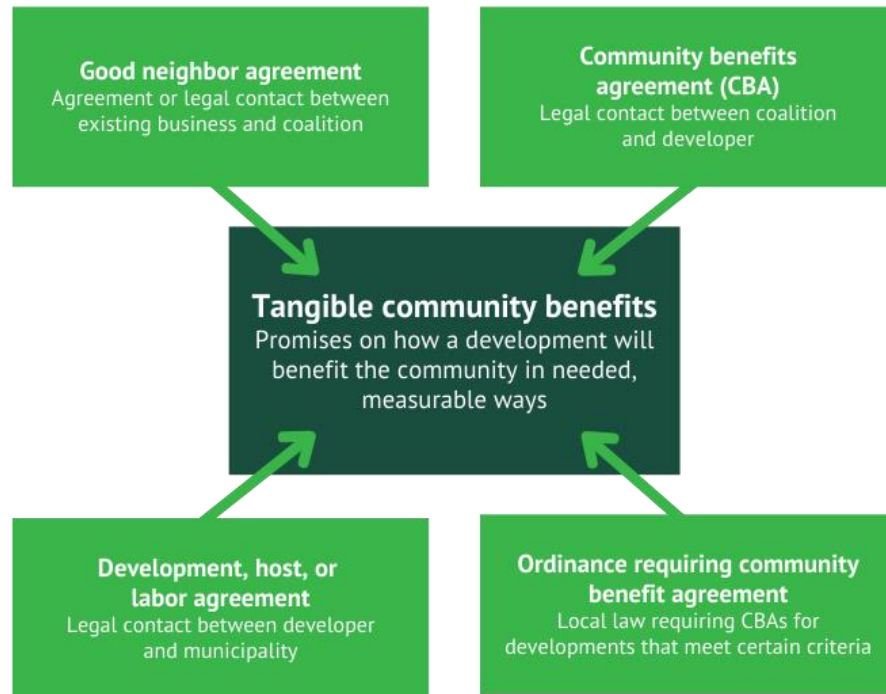
Terminology

“Community benefits” encompasses many interrelated yet distinct terms and concepts. In order to develop an effective plan and ensure a positive result, it is critical that the terms are clearly defined and there is a common understanding between the developer (in this case the Foundation), program partners, relevant local units of government, and neighborhoods impacted by the project (to be determined).

Exhibit 1 provides a summary of various terms that are commonly associated with community benefits.

EXHIBIT 1. Community Benefits Terminology

What Are Community Benefits?



To Achieve Community Benefits, You Need:



Source: Gross, Julian. 2005. *Community Benefits Agreements: Making Development Project Accountable*. Good Jobs First. <https://goodjobsfirst.org/wp-content/uploads/docs/pdf/cba2005final.pdf>

Community Benefits Plans

As defined by the United States Department of Energy, community benefits plans “are intentionally flexible to generate the best approaches from applicants and their partners. Plans must be specific, actionable, and measurable.” Plans do not commit anyone to any particular action; rather, they provide a roadmap for proceeding from a current state to a desired result to ensure tangible benefits result for the community.

Community Benefits Agreements

A community benefits agreement (CBA) is a legal document that binds multiple parties to take actions that ensure the benefits of a new development accrue to the community in which it is located. These agreements may be between a developer and a coalition of neighborhood stakeholders and residents; between the developer and the city/local government in which the development is located; or a combination of developer, coalition, and city/local government. Other agreements may be a part of the overall structure, including good neighbor agreements with existing businesses or buildings that new development may impact. Appendix A includes summaries of relevant CBAs from other communities.

Community Benefits Ordinance

Some communities have adopted ordinances that require developments over a specific size or developments that receive significant public subsidies enter into CBAs with the city and/or neighborhoods impacted by a proposed development. The most commonly cited ordinance in Michigan is the one adopted by the City of Detroit in 2016. Appendix B includes example community benefit ordinances from other communities.

Local and Regional Assessment and Plan

Community benefits address immediate local needs through place-based initiatives, such as infrastructure improvements, affordable housing, or environmental enhancements, while regional benefits will have a broader impact, particularly in workforce development and education. While place-based benefits focus on improving the quality of life within a specific area, regional benefits are more likely to create sustainable opportunities by enhancing job readiness, skill development, and access to education across a larger population. This broader scope allows regional programs to foster long-term economic growth and a more competitive workforce that can serve both local and regional industries.

The MARS Hub will deploy a two-part community benefits strategy to ensure maximum impact for the neighborhood, city, and region. The first strategy will focus on creating a local, place-based benefit agreement and will be implemented once a location is identified. The second strategy will focus on action for regional benefits and is in the early stages of implementation. To determine what types of specific benefits are most needed by the community, PSC and Progressive Companies conducted a review of important data points, an environmental scan of existing programs, and collected stakeholder feedback through interviews and planning sessions with local and regional partners.

Local Community Assessment

The City of Lansing has experienced significant challenges in recent years due to changes in the local economy driven by the COVID-19 pandemic. As the state capital, Lansing is the site of many public sector and State of Michigan offices. Since the pandemic, however, an estimated 30 percent of the workforce that used to be in downtown Lansing is now working either fully or partially remote. Compared to some Midwest

urban core cities, Lansing has fared relatively well. However, it has not seen the kind of investment and revitalization that other Michigan cities like Detroit, Grand Rapids, and Kalamazoo have experienced over the past decade.

Since 2000, the city's population has declined by 5.5 percent, while Ingham County's population has increased by 2 percent, slightly faster than Michigan overall (1.4 percent). At the same time, the number of housing units in the city increased by just 3 percent, compared to 8 percent in Ingham County and 7 percent in the state of Michigan (Exhibit 2).

EXHIBIT 2. Populations Trends for Lansing, Ingham County, and Michigan, 2000–2020

	2000 Population	2010 Population	2020 Population	2000–2020 Change	Current Unemployment Rate
City of Lansing	119,204	114,301	112,644	-5.5%	4.4%*
Clinton County	64,753	75,382	79,128	2.0%	4.7%
Eaton County	103,655	107,759	109,175	22.2%	3.9%
Ingham County	279,320	280,895	284,900	2.0%	4.2%
Shiawassee County	71,687	70,648	68,094	-5.0%	3.8%
Michigan	9,938,444	9,883,640	10,077,331	1.40%	4.5%

Source: US Census Bureau Decennial Census and
Unemployment by Metro Area, Michigan Labor Market Information, Michigan Department of Technology, Management & Budget
*Lansing-East Lansing Metropolitan Statistical Area

At the same time, the number of housing units in the city increased by just 3 percent, compared to 8 percent in Ingham County and 7 percent in the state of Michigan as a whole (Exhibit 3).

EXHIBIT 3. Housing Trends for Lansing, Ingham County, and Michigan, 2000–2020

	2000 Housing Units	2010 Housing Units	2020 Housing Units	2000–2020 Change
City of Lansing	53,184	54,183	54,599	2.6%
Clinton County	24,630	30,695	32,821	33.2%
Eaton County	42,118	47,050	47,497	12.8%
Ingham County	115,056	121,281	125,251	8.9%
Shiawassee County	29,087	30,319	30,231	3.9%
Michigan	4,234,279	4,532,233	4,570,173	7.35%

Source: ESRI Community Analyst; US Census Bureau Decennial Census

Based on discussions with City of Lansing staff, neighborhood leaders, and members of the community engagement subcommittee of the MARS Hub Consortium, the following opportunities were identified as relevant to a community benefits effort anywhere within the city of Lansing:

- **Workforce Development and Training:** The MARS Hub presents an unprecedented opportunity for residents to engage in a promising industry with growth potential. Engagement of residents in neighborhoods proximate to the facility to engage in employment and workforce development opportunities is critical.
- **Neighborhood Beauty and Pride:** Many Lansing neighborhoods have seen anchor institutions like former manufacturing facilities, schools, and hospitals close or significantly reduce their footprint in recent years. This has resulted in empty spaces and significantly diminished community pride. Positioning the MARS Hub in any neighborhood should instill a sense of pride with investments in high-quality landscaping, beautification efforts, and creation of a visually appealing building that serves as a catalyst for additional investment.
- **Public Spaces:** As neighborhood institutions have contracted, the spaces available for residents, civic organizations, and community groups to meet and engage have dwindled. The provision of space made available to community-based organizations to hold meetings and small events would address a current need in many neighborhoods.
- **Community Services:** Most neighborhoods in Lansing have a gap in local businesses or services that a new facility could fill. This is particularly true for child care facilities and neighborhood grocery stores. Depending on the location, reserving space within the MARS Hub building for lease to neighborhood-based small businesses that could serve both tenants, and the neighborhood as a whole could be mutually beneficial.
- **Housing Opportunities and Choice:** Most neighborhoods in Lansing lack diverse housing options, generally limited to older, single-family, detached houses. The MARS Hub is likely to stimulate interest in housing in the area surrounding the facility. Collaboration with the City of Lansing and neighborhood stakeholders will encourage development of new housing that fills gaps in housing options, while also providing opportunities for existing residents and property owners to enhance their homes and remain in the neighborhood.
- **Connections:** The Lansing River Trail, public transportation, and other nonmotorized transportation options are a point of community pride. The MARS Hub facility location should ensure strong connections and transportation options for employees and facility users to mitigate or reduce potential negative impacts on surrounding neighborhoods, such as urban heat islands, stormwater discharge, and the overconsumption of land for parking.

Lansing Neighborhoods of FOCUS

Funding

Opportunity and outreach

Collaboration

Unity

Serve



In addition to these core expectations, the City of Lansing has prioritized several neighborhoods as **Neighborhoods of FOCUS** to be prioritized within the CBA. They are:

- Baker/Donora neighborhood
- Southwest Lansing, including the Pleasant Grove and Holmes neighborhoods
- The neighborhoods between Downtown Lansing and the Grand River, including the Comstock Park, Willow, and Walnut neighborhoods

Creating a Local Community Benefits Agreement

Once a site is identified as the preferred location for the MARS Hub facility, a process to establish a formal CBA between the Foundation, the City of Lansing (or other local government), and neighborhood stakeholders should begin. This section identifies expectations for key elements of that process, along with an anticipated timeline and relevant stakeholders. While elements of the community engagement strategy will vary based on the facility details, the neighborhood in which it is located, and the context of the surrounding area, the key elements are listed below.

Clearly Communicated Expectations

- Clearly communicate the intent of engagement, the goals of the process, roles and responsibilities.
- If an event is only to share information, be clear that no decisions are expected from the community.
- Provide ways for residents to intentionally engage in meaningful ways that will affect decision making when appropriate.

Neighborhood Stakeholders

- Work with the Lansing Department of Neighborhoods, Arts, and Citizen Engagement to determine whether an active neighborhood organization exists, and engage local businesses, faith-based organizations, and other neighborhood institutions.

Advisory Committee

- Establish a small committee of five to 15 people that represent the range of neighborhood interests.
 - This could be an existing neighborhood organization, or a new group that includes neighborhood organization representatives as well as other area stakeholders with deep knowledge of the needs of residents and businesses in proximity to the MARS Hub site.

Consistent Communication

- Work with the advisory committee to determine appropriate communication channels and establish a consistent manner and cadence for communication to keep people informed of the process and key decision points.
- Establish one point of contact for neighborhood leaders to ensure consistent communication.

Existing Partnerships

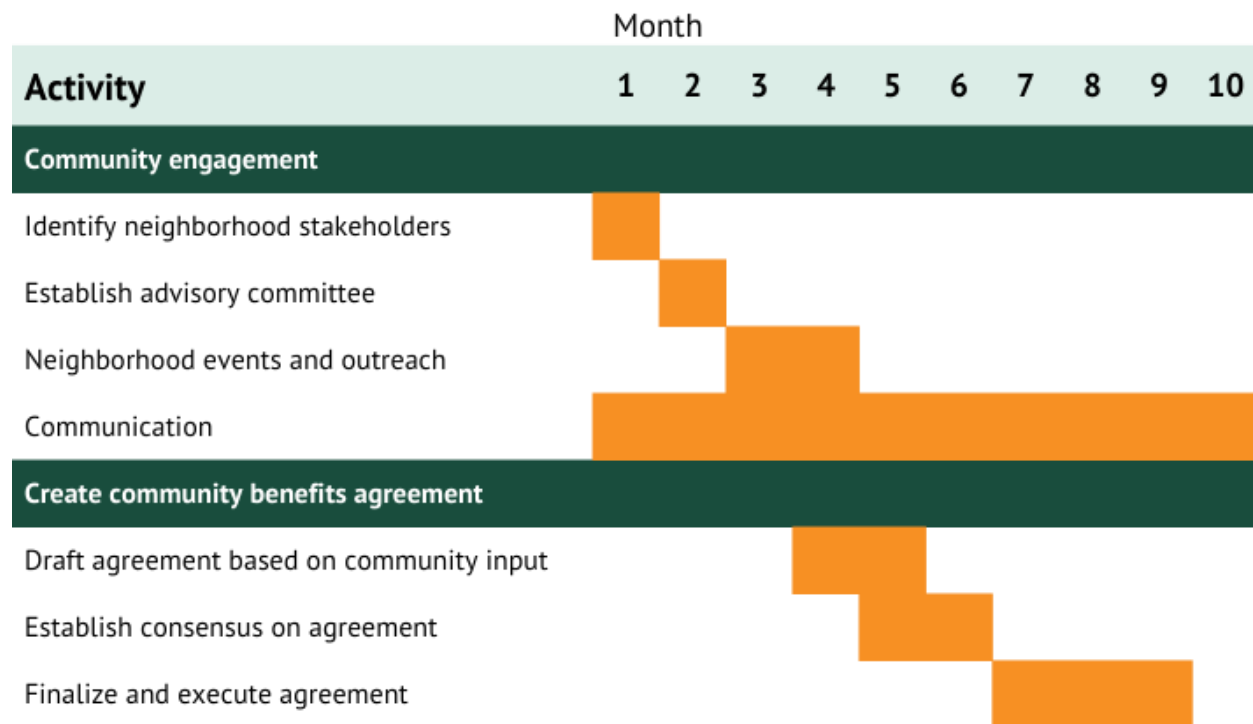
- Consistently engage the community to build relationships and a foundation of trust.
- Prioritize attending existing events, meetings, or gatherings versus holding additional events that people have to attend.
 - This includes community meetings, church services, festivals/fairs, and other similar events.

Engaging Activities

- When events or programs are held to gather community feedback, ensure they are programs people want to attend.
 - Activities for children, food trucks, and music are highly effective at bringing people out.

An estimated timeline and action plan to complete the community engagement process is provided in Exhibit 4 and is dependent on site-selection timelines.

EXHIBIT 4. Community Engagement Process Timeline and Action Plan



Community Benefits Agreement Inclusions

Although actual benefits may vary based on the MARS Hub final site, there are important inclusions that were identified regardless of location by the initial round of engagement with City of Lansing staff, neighborhood leaders, and members of the MARS Hub community engagement subcommittee. Based on their feedback, the following elements should be considered as part of any CBA among the Foundation, the City of Lansing (or other applicable local government), and neighborhood stakeholders:

- **Involve the City of Lansing:** The City of Lansing must be a party to any agreement.
- **Clearly define the expected benefits:** The agreement should indicate the expected community benefits along with anticipated implementation timelines. For example, if a new sidewalk is proposed, the agreement should clearly state how the sidewalk will be funded, who is responsible for construction, and when it is expected to be constructed.
- **Connect the project and benefits:** The benefits identified should be connected to the development project. For example, in Grand Rapids, Grand Valley State University was demolishing housing to build a new facility, so affordable housing units were added to the neighborhood. Similarly, in Detroit, the new Gordie Howe International Bridge will create significant traffic impacts, so improvements to nonmotorized transportation, streetscapes, and beautification are priorities.

- **Utilize existing programs:** The City of Lansing and neighborhood-based organizations operate a wide range of highly successful programs with limited resources and capacity. Once appropriate community benefits are determined, their implementation should prioritize use of existing programs and resources over creation of new programs.
- **Establish reporting and accountability:** A process for regular reporting on the status of community benefits implementation, expenditures, and construction/development schedules is critical to ensuring a positive outcome for all those involved.
- **Provide enforcement:** The agreement must provide remedies for failure to abide by the expectations it establishes. This is true for both the Foundation, the developer, the City of Lansing, and relevant neighborhood stakeholder organizations.
- **Execute modifications:** As the project progresses and evolves over time, it is likely that the agreement will need to be modified. It is important that some elements of the agreement like time frame, specific projects, and location of projects can be amended through consensus at a staff or leadership level, and not necessarily require approval from elected officials.

Community Benefits Agreement Implementation

Once the CBA is finalized and executed, regular and consistent meetings will take place between the parties to the CBA and the advisory committee to review the status of community benefits identified in the agreement. Production of annual reports and communications utilizing the same channels employed during community engagement is critical, along with hosting public events and maintaining a presence at community events, meetings, and services to answer questions and address any concerns. The MARS Hub steering committee and community engagement workgroup will lead CBA evaluation efforts.

Regional Assessment

The capital region has a longstanding history of concentrated manufacturing jobs. Currently, around 542 businesses in this sector employ over 20,000 people. These positions typically offer higher pay than the regional average and account for 10 percent or more of the county's total employment (Exhibit 5).

EXHIBIT 5. Wage and Employment Data by County

County	Number of Manufacturing Establishments (% of county total)	Number of Employees (% of county total)	Average Manufacturing Wage	Average County Wage	Difference
Clinton	74 (5%)	1,816 (11%)	\$1,381	\$990	+39%
Eaton	122 (5%)	7,506 (20%)	\$1,400	\$1,111	+26%
Ingham	268 (4%)	10,546 (10%)	\$1,670	\$1,259	+33%
Shiawassee	78 (6%)	1,843 (15%)	\$1,164	\$1,024	+14%

Source: U.S. Bureau of Labor Statistics, Number of Establishments, Manufacturing Private Q1 2024

Advanced materials applications, coupled with the growth of electric vehicle use will have a significant impact on the manufacturing landscape, leading to shifts in both jobs and required skills. There will be particular needs for reskilling and upskilling within existing and future manufacturing jobs. Although career and technical education (CTE), postsecondary, and workforce development programs are already addressing manufacturing and engineering fields (Exhibit 6), there is an opportunity to expand this infrastructure by partnering with industry leaders to align training with the evolving demands of

advanced materials science. By doing so, educational institutions can better equip the workforce with the skills needed to meet the increasingly complex needs of manufacturers in the region. Strengthening these partnerships will not only enhance training programs but also boost workforce capacity, ensuring it remains agile and capable of supporting technological advancements in the manufacturing sector. An overview of partners can be found in Appendix C.



EXHIBIT 6. Regional Education and Workforce Development Resources

Organization	Type	MARS Hub–Aligned Programming
Clinton County Regional Educational Service Agency (CCRESA)	Intermediate school district	Career Connections CTE programs offered in: <ul style="list-style-type: none">• CAD and design technology• Computer security• Welding
Eaton Regional Educational Service Agency (ECRESA)	Intermediate school district	ERESA offers programs in automotive technology, heavy equipment operation, mechanical engineering, and manufacturing
Ingham Intermediate School District (ISD)	Intermediate school district	The Wilson Talent Center offers engineering technologies programs in: <ul style="list-style-type: none">• 3-D modeling• Robotics• Metalworking Capital Region Technical Early College (CRTEC), provides students with pathways to earn college credits in technical fields while attending high school
Shiawassee Regional Education Service District	Intermediate school district	CTE programming offered in: <ul style="list-style-type: none">• Mechatronics• Machine tooling• Engineering• Industrial and manufacturing technologies
Lansing Community College (LCC)	Higher education	Center for Manufacturing Excellence offers one- and two-year programs in: <ul style="list-style-type: none">• Machine technology• Industrial manufacturing engineering technology• Manufacturing engineering technology
Michigan State University	Higher education	Advance materials science and engineering four-year and advanced degree programs High School Engineering Institute Engineering K–12 outreach
CAMW!	Workforce development agency	Workforce Innovation and Opportunity Act career coaching and on-the-job training in manufacturing
CAMC	Advocacy organization	Manufacturing wage and compensation reports, education and networking opportunities, advocacy for manufacturing

The region is also home to organizations and programs that support science engagement and outreach with youth and adults relevant to the MARS Hub (Exhibit 7).

EXHIBIT 7. Regional Science-Based Organizations

Organization	Type
Impression 5 Science Center	Children's science museum
High school robotics programs <ul style="list-style-type: none"> • Waverly • Holt • Laingsburg • Mason • Lansing Sexton • Lansing Eastern • Stockbridge • Haslett • Grand Ledge • DeWitt 	VEX and FIRST Robotics programs at middle and high school level
MSU Facility for Rare Isotope Beams (FRIB)	Science programming and tours MSU Science Festival Exhibits and demonstrations
IQHub	Agricultural and environmental education nonprofit with science exhibits

PSC conducted interviews and brainstorming sessions with various regional stakeholders, including the MARS Hub steering committee as well as the workforce development and community engagement workgroups to gain further insight into the region's needs, assess regional alignment with MARS Hub initiatives, and explore strategies to address the identified gaps. Careful attention was paid to identify existing programming and partnerships that can support MARS Hub goals and initiatives. A full list of participants can be found in Exhibit 8.

EXHIBIT 8. Community Benefits Regional Engagement Partners

Organization	Role	Type
Capital Area District Library	<ul style="list-style-type: none"> • Community engagement workgroup member 	Community organization
CAMC	<ul style="list-style-type: none"> • Steering committee member • Workforce development workgroup member 	Manufacturing
Capital Area United Way	<ul style="list-style-type: none"> • Community engagement workgroup member 	Community organization
City of East Lansing	<ul style="list-style-type: none"> • Community engagement workgroup member 	Local government

Organization	Role	Type
City of Lansing–Department of Neighborhoods, Arts, and Citizen Engagement; Department of Economic Development and Planning	<ul style="list-style-type: none"> Community engagement workgroup member Economic development workgroup member Local government partner 	Local government
CCRESA	<ul style="list-style-type: none"> Workforce development workgroup member 	Education
Fraunhofer USA CMW	<ul style="list-style-type: none"> Steering committee member 	Research/development
Ingham ISD	<ul style="list-style-type: none"> Workforce development workgroup member 	Education
LEAP	<ul style="list-style-type: none"> Steering committee member Economic development workgroup lead Community engagement workgroup member 	Economic development
LCC	<ul style="list-style-type: none"> Workforce development workgroup member 	Education
Lansing School District	<ul style="list-style-type: none"> Community engagement workgroup member 	Education
Meridian Township	<ul style="list-style-type: none"> Community engagement workgroup member 	
MSU FRIB	<ul style="list-style-type: none"> Regional stakeholder 	Research
MSU Office of Community Engagement	<ul style="list-style-type: none"> Steering committee member Community engagement workgroup lead 	Higher education
Shiawassee Economic Development Partnership	<ul style="list-style-type: none"> Regional stakeholder 	Economic development
Waverly School District	<ul style="list-style-type: none"> Community engagement workgroup member 	Education

Stakeholders identified several common challenges. Education partners reported that funding and space to implement STEM-based programs, like robotics teams, remains consistently low. Schools offering CTE programs often have significant waiting lists for programs that could feed into skilled trades and manufacturing jobs. From a workforce development perspective, stakeholders acknowledged that access to and recruitment of a skilled workforce continues to be difficult. Additionally, the cost of training on new technologies is often prohibitively expensive, limiting businesses' ability to remain competitive. Access to affordable child care is a significant barrier for working families, which hinders both workforce participation and retention. These interconnected issues highlight the need for the MARS Hub to prioritize collaborative benefits across the workforce development spectrum.

Stakeholders also noted that the broader region would benefit from engagement, outreach, and support programming that could highlight MARS Hub innovations while fostering community engagement and

exposure to STEM concepts and opportunity. Bridging the gap between advanced technology sectors and the public could encourage interest in STEM careers, especially among underrepresented populations. This would help mitigate the shortage of skilled workers in these fields by creating a pipeline of talent and raising community engagement while also solidifying the MARS Hub as a critical resource in the region.

To address these needs, stakeholders brainstormed an extensive list of benefits. Strategies fell into two key program areas that would provide strong regional benefits: enhancing workforce development opportunities and fostering community engagement and supports. The following strategies were identified:

Enhancing Workforce Development Opportunities

Upskill Existing Employees

- Engage local manufacturers and engineering firms to identify skills needed to align with manufacturing needs, from entry level to engineering. Include regular feedback from industry leaders to keep curricula relevant and ensure that students and workers are prepared to meet the specific demands of employers in advanced manufacturing and materials science.
- Partner with employers to design training programs that reflect and align with the latest industry standards and technologies. Focus on upskilling and reskilling workers to stay competitive in a rapidly evolving job market, including credentialing and certification options that validate industry-relevant skills.

Develop the Pipeline

- Increase access to CTE programs in high schools, offering students hands-on experience in fields such as advanced manufacturing, engineering, and materials science. Provide early exposure to career pathways and help build a pipeline of skilled workers.
- Collaborate with universities and community colleges to offer more degree programs and specialized certifications that align with the needs of advanced materials manufacturing. Create clear pathways from high school to higher education so students can more easily transition into high-demand jobs.

Foster Community Engagement and Supports

Promote Lifelong Access to Engaging Science Education

- Support K–12 education by creating an onsite multiuser robotics lab for middle and high school robotics across the region, investing in expanding robotics clubs and competitions, providing mentorship and resources to local schools. Partner with teachers and other regional organizations to provide lesson plans and engagement opportunities for K–12 students.
- Highlight MARS Hub technologies through community-based programs, such as facility tours, visiting lecture series, workshops, and interactive exhibits, to make STEM learning accessible and exciting for people of all ages. Partner with local organizations to advocate for diverse populations in science—including those that represent women, minorities, and economically disadvantaged groups—to increase access to STEM education and careers.

Serve as a Resource for Community Members and Businesses

- Ensure that the MARS Hub design includes multiple open spaces for public use in both the building and campus, including common meeting spaces, rotating commercial kitchen space, amphitheater and playground spaces for community members, educators, and local businesses.
- Increase success of co-located and MARS Hub–related businesses by providing onsite support services aligned with business development, anticipating business needs through facility design, and providing tenant spaces for MARS Hub–related businesses to create a concentration of advanced materials companies that can benefit from collaboration.

Regional Benefits Plan

The community engagement and workforce development workgroups identified key strategies, actionable steps, and designated responsible partners to build out a comprehensive implementation plan for the MARS Hub consortium. These efforts aim to foster collaboration, streamline resources, and address community benefits effectively while building on existing regional resources.

Upskill Existing Workforce

Objective	Strategy	Action Item	Responsible Party/ Partners
Understand existing workforce needs	Collect feedback from existing businesses that engage in advanced manufacturing, engineering, or advanced materials science	Create and implement business survey (See sample in Appendix D)	Workforce development workgroup
		Conduct interviews with anchor companies on needed skill sets from entry level and beyond	Workforce development workgroup and: <ul style="list-style-type: none"> • Great Lakes Crystal • Niowave • Fraunhofer USA CMW
Anticipate changes in workforce needs	Monitor advancements in advanced materials science applications	<ul style="list-style-type: none"> • Attend conferences and symposia • Monitor research at postsecondary institutions 	Technology innovation workgroup
Increase access to skills-based training programs	Offer workers training experiences that align with advanced manufacturing, engineering, or advanced materials science	Assess existing training programs for capacity, outcomes, and alignment	Workforce development workgroup in partnership with: <ul style="list-style-type: none"> • Business & Community Institute (LCC) • National Manufacturing Training Center • CAMW!
		Create modules that can be added to existing program offerings <ul style="list-style-type: none"> • Identify program content based on manufacturer feedback • Create scaffolded curriculum modules • Recruit mentors to implement modules 	Workforce development workgroup Technology innovation workgroup
	Provide lab and classroom training options at the MARS Hub	Identify appropriate training equipment and lab specifications that align with industry training needs	Technology innovation workgroup
		Create and implement a funding strategy for lab and equipment expenses to include: <ul style="list-style-type: none"> • Equipment manufacturing • State and federal grants 	MSU Research Foundation

Objective	Strategy	Action Item	Responsible Party/ Partners
		Design and create lab and classroom spaces that allow employers and local education institutions training opportunities, in areas such as: <ul style="list-style-type: none">• Diamond reactors• Small-form particle accelerators• Clean rooms• Lab safety and management	MSU Research Foundation Technology innovation subcommittee
		Implement a lab and classroom training and rental program	MARS Hub staff and mentors
<div>Potential Evaluation Metrics</div> <div><div><ul style="list-style-type: none">• Participation rates• Wage increases• Promotions</div><div><ul style="list-style-type: none">• Exams passed• Certifications received• Employer/employee satisfaction</div></div>			

Developing the Pipeline

Objective	Strategy	Action Item	Responsible Party/ Partners
Increase access to CTE programs in high schools	Offer students hands-on experience in fields such as advanced manufacturing, engineering, and materials science	Assess existing CTE programs for capacity, outcomes, and alignment (Current CTE programming can be found in Appendix E).	Workforce development workgroup Local and intermediate school districts
		Create modules to add to existing program offerings <ul style="list-style-type: none">Hire a coordinator for program development and outreachIdentify program content based on manufacturer feedbackCreate scaffolded curriculum modules for grades 9–12	Workforce development workgroup Program coordinator
		Create and implement marketing plan for local and intermediate school districts	Program coordinator
		Create and implement a sponsorship plan to support program development and implementation expenses	Workforce development workgroup
Increase the number of postsecondary training options available to students	Collaborate with universities and community colleges to offer more degree programs and specialized certifications that align with the needs of advanced materials manufacturing	Assess existing postsecondary programs for capacity, outcomes, and alignment	Workforce development workgroup, and: <ul style="list-style-type: none">MSULCC
		Create a postsecondary subcommittee to assess the demand, feasibility, and costs association with creating new degree and certificate programs	Workforce development workgroup, and: <ul style="list-style-type: none">MSULCC
Potential Evaluation Metrics: <ul style="list-style-type: none">Participation ratesCTE certificates achievedStudent/teacher satisfactionExams passedDistricts implementing modules			

Promoting Lifelong Access to Engaging Science Education

Objective	Strategy	Action Item	Responsible Party/ Partners
Support K–12 STEM education	Create shared robotics lab for regional middle and high school robotics teams	Survey robotics teams to identify equipment needs	Community engagement workgroup and local school districts
		Create and implement a program sponsorship plan	Community engagement workgroup
		Design and create lab and classroom space that could include: <ul style="list-style-type: none"> • Robotics kits • 3-D printers • CNC machines • Sensors and actuators • Batteries and power supplies • Safety equipment 	MSU Research Foundation
	Create advanced materials science grade-level minilessons to implement in schools	Create lesson plans	Program coordinator
		Create outreach plan to recruit teachers	
		Host semiannual training sessions for teacher in labs	
	Provide enrichment activities in partnership with other regional science organizations and schools	Create field trip experiences for classrooms, summer camps, and after-school programs	
		Create outreach plan to recruit participants	
		Explore innovative delivery models (e.g., virtual; traveling exhibit trailers)	
Engagement with community members to highlights MARS Hub technologies	Host lectures series for adults	Create and recruit speakers from industry, research organizations, MSU FRIB	Program coordinator
	Provide facility tours	Create a self-guided facility tour application and open hours	Program coordinator

Objective	Strategy		Action Item	Responsibly Party/ Partners
	Create makers workshops series		Identify appropriate makers projects and materials	
			Recruit workshop leaders	
			Create marketing and outreach materials	
Potential Evaluation Metrics		<ul style="list-style-type: none">• Participation rates• Participant satisfaction	<ul style="list-style-type: none">• Robotics lab usage• Robotics team membership and awards	

Serve as Resource Hub for Community Members and Businesses

Objective	Strategy	Action Item	Responsibly Party/Partners
Serve as resource for community resources and activity	Prioritize the building as community benefit	Hire a facility coordinator	MSU Research Foundation
	Prioritize open spaces for public use in building and campus design	Create a resource library to house information on transportation, education, social services, entrepreneurial development	Program coordinator
		Include commercial kitchen with rotating chef/restaurants	MSU Research Foundation
		Create community space rental policies for meetings, townhalls, etc.	Program coordinator
		Explore feasibility of outdoor features that could include: <ul style="list-style-type: none"> • Amphitheater • Community play space 	MSU Research Foundation
Increase success of co-located and related businesses	Provide onsite support services aligned with expressed business needs	Identify agencies for satellite offices <ul style="list-style-type: none"> • CAMW • LEAP 	Workforce and economic development workgroups
		Provide access to office spaces for business support services	MSU Research Foundation
		Create lease agreements and expectations	
		Support access to affordable child care options through partnerships with state and local programs, including: <ul style="list-style-type: none"> • MI Tri-Share • Capital Area Child Care Coalition Resource Hub	Workforce development workgroup

Objective	Strategy	Action Item	Responsibly Party/Partners
	Include essential business needs in building design	Create loading dock and shipping and receiving spaces that align with probable business uses	MSU Research Foundation
		Obtain designation as a foreign trade zone	MSU Research Foundation
	Provide startup and anchor business spaces for advanced materials and related businesses	Recruit tenants	MSU Research Foundation
		Design MARS Hub to include shared working space for tenants	MSU Research Foundation
<div>Potential Evaluation Metrics<div><div>Tenant rates</div><div>Business success indicators</div><div>Participant satisfaction</div></div><div><div>Robotics lab usage</div><div>Robotics teams membership and awards</div></div></div>			

Appendix A: Community Benefits Agreements Case Studies and Best Practices

Community benefits plans must be carefully tailored to reflect the unique circumstances of the communities. However, understanding past practices and the types of benefits established by similar processes throughout Michigan and the United States is helpful in understanding the opportunities presented by the overall community benefits process. This section provides a summary of four different community benefits processes: two in Michigan and two in other states.

Nashville, Tennessee

As part of a multifaceted development to bring a new Major League Soccer (MLS) team to Nashville, a development was planned for a 30,000+ seat stadium, housing, retail, a hotel, and other public and private amenities.

A coalition of stakeholders, including local labor unions, formed Stand Up Nashville to negotiate a CBA. The coalition's goal was to ensure that the development, which included the rezoning ten acres of fairgrounds property and along with significant economic development incentives, would benefit the community. The agreement reached between Stand Up Nashville and the stadium developer includes:

- A dedicated percentage of affordable and workforce housing.
- Establishing a wage floor for workers.
- Creation of a hiring program targeted toward people with barriers to employment.
- Dedication of physical spaces within the development for childcare and microunit retail spaces.
- Construction standards require the inclusion of minority contractors and additional safety training.
- Creation of an advisory committee to oversee the project and ensure that the benefits are implemented as envisioned in the agreement.



“In 2018 MLS Soccer selected Nashville as its 4th expansion team and our city officials along with the Sports Authority decided to give the richest man in Nashville 275 million dollars to build the stadium. All while we were experiencing a serious economic downturn.”

—Stand Up Nashville

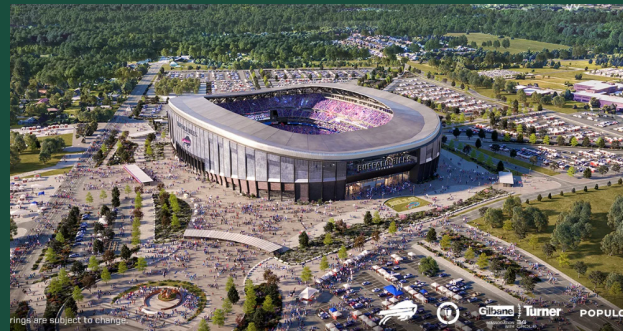
Buffalo, New York

A new football stadium for the Buffalo Bills was announced that involved \$850 million in public investment to support the stadium project. Erie County, where the stadium is located, committed to \$250 million in public contributions toward stadium construction.

The CBA for the stadium is between the stadium developers and Erie County. Approximately \$3 million are dedicated annually toward a variety of causes, including:

- Minority and women-owned business participation
- Wage requirements
- Transportation improvements
- Workforce training
- Youth programs
- Gun violence and mental health
- Higher education
- Food insecurity
- Upward mobility for low-income neighborhoods

The CBA for the stadium also established an oversight committee to review the investments. Unlike the Nashville agreement, specific expenditure requirements and benchmarks for the outcomes of the community benefits to accrue to the community are absent, rather the agreement emphasizes a commitment to invest in a wide range of programs annually.



The Bills will make an annual Community Investment of approximately \$3 million to support the social, educational, and economic health of Buffalo and Western New York. The 30-plus-year commitment will exceed more than \$110 million in furthering these efforts.

—Buffalo Bills 2023 Community Benefits Annual Report

Detroit, Michigan

The City of Detroit adopted a community benefits ordinance in 2016, which requires certain types of projects to enter into a development agreement with the City of Detroit. The Gordy Howe International Bridge project conducted community outreach from 2015 through 2019. Engagement included public meetings, one-on-one meetings, focus groups, a public survey, social media, and direction communication. Thousands of stakeholders were engaged, resulting in over 230 unique suggestions for community benefits.

The process produced a final community benefits plan in June 2019 that addresses a wide range of priorities in Detroit and Windsor, Ontario. The plan focuses on local workforce and training, construction and operational impacts, community safety and connections, aesthetics and landscaping, and regional economic and community development opportunities.

Highlights from the community benefits process so far include:

- \$250 million in work has been awarded to local contractors.
- Installation of public art and murals around construction sites.
- Addition of cycling infrastructure and a multiuse path.
- Construction of a new observation area in a public park to allow for viewing of bridge construction and the Detroit River.
- The \$2.9 million dollar Delray Home Improvement Program has supported repairs to more than 100 properties in Detroit's Delray neighborhood in the last three years.

The project's scale, size, and public funding require higher levels of reporting and transparency of communication regarding the use of funds and project status than are typically seen in smaller-scaled projects and those funded through public-private partnerships. The increased project transparency with the Delray program resulted in a robust community benefits program that represents a notable best practice.



“In developing the Community Benefits Plan, it was key that the initiatives selected for implementation would provide positive outcomes for the Windsor-Detroit region and specifically focus on enhancing the communities of Sandwich and Delray, the neighborhoods closest to the project area.”

—Windsor-Detroit Bridge Authority

Grand Rapids, Michigan

In 2016, the City of Grand Rapids, Grand Valley State University, and the Neighbors of Belknap Lookout committed to cooperatively work together as the university's campus expanded. The result was a memorandum of understanding (MOU) among the parties that ensured neighborhood needs were a focal point of development. The MOU entered into by the three parties establishes a variety of expectations for the university, with explicit approval criteria:

- Creation of a neighborhood master plan to be submitted and approved by the city planning director based on standards clearly identified in the MOU.
- Reservation of a portion of the site for the creation of affordable housing to be developed through a request for proposals process outlined in the MOU to replace the affordable housing that was to be demolished for university buildings.
- Employment of neighborhood residents during construction and operation of the eventual development.
- Review and development of public infrastructure in the neighborhood consistent with city processes for infrastructure development in other projects.
- Formation of a steering committee to oversee the neighborhood master planning process and ongoing regular communication and collaboration.



President Philomena V. Mantella called the project a win-win-win: for the citizens of the Belknap neighborhood, the City of Grand Rapids with expanded housing options, and Grand Valley as it contributes back to the community.

“This development is elemental to Grand Valley’s promise to the City of Grand Rapids and the citizens with whom we work and live,” said Mantella.

—Dottie Barnes, *GVNext*

Appendix B: Sample Community Benefits Ordinances

COMMUNITY BENEFITS AGREEMENT

THIS COMMUNITY BENEFITS AGREEMENT (this “Agreement”) is entered into as of the 29th day of March, 2023, by and among **THE COUNTY OF ERIE**, a New York municipal corporation having an office and principal place of business at Rath County Office Building, 95 Franklin Street, Buffalo, New York 14202 (the “County”), **ERIE COUNTY STADIUM CORPORATION**, a New York business corporation and wholly-owned subsidiary of the New York State Urban Development Corporation d/b/a Empire State Development, which subsidiary is a public benefit corporation having an office and principal place of business at 633 Third Avenue, New York, New York 10017-6754 (“ECSC”), **BUFFALO BILLS, LLC**, a Delaware limited liability company having an office and principal place of business at One Bills Drive, Orchard Park, New York 14127 (the “Bills”) and **BILLS STADIUM AND EVENTS COMPANY, LLC**, a Delaware limited liability company having an office and principal place of business at One Bills Drive, Orchard Park, New York 14127 (the “Developer”).

RECITALS:

WHEREAS, the County is the owner of approximately 242 acres of real property situated in the Town of Orchard Park, New York, which is improved by a football stadium and related amenities (the “Current Stadium Complex”); and

WHEREAS, under the New York State Urban Development Act, Chapter 174 of the 1968 Laws of New York, as amended (the “Act”), the New York State Urban Development Corporation d/b/a Empire State Development (the “ESD”) is empowered to lease real property from municipalities and to rehabilitate and improve such real property; and

WHEREAS, pursuant to Section 12 of the Act, the ESD is empowered to create subsidiary corporations and to confer upon such subsidiary corporations all “privileges, immunities, tax exemptions and other exemptions” which the ESD enjoys, including, without limitation, such privileges, immunities, tax exemptions and other exemptions which inure to the ESD by virtue of the ESD’s status as a public benefit corporation; and

WHEREAS, on February 6, 1998, the ESD filed a Certificate of Incorporation with the New York Secretary of State forming ECSC; and

WHEREAS, paragraph seven of such Certificate of Incorporation provides that ECSC shall enjoy all of the “privileges, immunities, tax exemptions and other exemptions” of the ESD; and

WHEREAS, the Developer’s affiliate, Buffalo Bills, LLC (the “Bills”) owns the National Football League (“NFL”) franchise known as the “Buffalo Bills” football team (the “Team”); and

WHEREAS, the County, ECSC, New York State (the “State”) and the Developer have determined that the Team, by playing its Home Games (as defined below) at the Current Stadium Complex and otherwise being associated with the Western New York area, encourages and fosters economic development and prosperity for the citizens of Erie County and Western New York, enhances the image of Erie County and Western New York and provides recreational and other opportunities for the citizens of Erie County and Western New York; and

WHEREAS, above and beyond the benefits naturally flowing from the presence of an NFL franchise in a host community, the Bills have long demonstrated their commitment to supporting the social, educational, and economic health of the Region through established community involvement and dedication of substantial resources, and have demonstrated such longstanding commitment through their support of physical, social, educational, and economic health initiatives throughout the Region by consistently activating on the ground resources approximating an annual community investment valued at Three Million U.S. Dollars (\$3,000,000.00) (the “**Community Investment**”); and

WHEREAS, the citizens of Erie County and Western New York have supported and enjoyed the Team since its inception such that the Team has become an integral part of the Erie County and Western New York community, and the Bills, by remaining in the Region, are dedicated to continuing and furthering the Team’s investment in the community; and

WHEREAS, the County, ECSC and the State have each committed to invest a substantial amount of funds and other resources for the refurbishment, renovation and improvement of the Current Stadium Complex, including the development a new stadium (the “**New Stadium**”; the Current Stadium Complex plus the New Stadium are hereinafter referred to the “**New Stadium Complex**”) for the Team to play its Home Games; and

WHEREAS, the County, ECSC, the State and the Developer have entered into a stadium development and construction coordination agreement with respect to the construction and development of the New Stadium by the Developer (the “**CCA**”) as of the date hereof; and

WHEREAS, ECSC and the Developer have entered into a lease agreement for use of the New Stadium (the “**New Stadium Lease**”) as of the date hereof; and

WHEREAS, ECSC and the Developer have entered into a non-relocation agreement committing the Team to play their Home Games in the New Stadium throughout the term of the New Stadium Lease (the “**Non-Relocation Agreement**”) as of the date hereof; and

WHEREAS, the County and the Developer have entered into a security agreement pursuant to which the County will provide supplemental security services in the New Stadium throughout the term of the New Stadium Lease (the “**Stadium Security Agreement**”) as of the date hereof; and

WHEREAS, the parties wish to provide for various Community Benefits (as defined herein) to the County, ECSC, and the public sector in connection with the design, construction, maintenance and operation of the New Stadium project (the “**Project**”), including, without limitation, furthering the initiatives of Live Well Erie, a County initiative directed towards eliminating poverty, improving the health and wellness of communities, and provide education, job, and other opportunities; and

WHEREAS, concurrently herewith, GTBB Joint Venture, the construction manager for the Project (the “**Construction Manager**”), has entered into a letter agreement, pursuant to which the Construction Manager has agreed to perform all of the Construction Manager’s obligations hereunder; and

WHEREAS, concurrently herewith, Populous P.C., the architect for the Project (the “**Architect**”), has entered into an architectural services agreement, pursuant to which the Architect has agreed to perform all of the Architect’s obligations hereunder.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County, ECSC and the Developer agree as follows:

1. Recitals and Definitions. The recitals set forth above are true and correct in all respects and are incorporated herein by reference. All capitalized terms used but not otherwise defined herein shall have the meanings set forth below:

(a) **Affiliate:** (i) As to any Person (as defined below) other than a Governmental Authority (as defined below), any other Person which directly or indirectly controls, or is under common control with, or is controlled by, such Person, and (ii) as to any Governmental Authority, any subsidiary, parent, agency, department, board or authority thereof. As used in this definition, “control” (including, with its correlative meanings, “controlled by” and “under common control with”) shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise); provided, however, that the NFL shall not be deemed to be an Affiliate hereunder of the Bills, Developer or the Team.

(b) **Applicable Law:** Any applicable constitutional provision, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by a Governmental Authority now or hereafter in effect.

(c) **Community Investment:** an annual community investment to be made by the Bills and the Developer approximating a value of at least Three Million U.S. Dollars (\$3,000,000.00).

(d) **Disadvantaged Communities:** Communities within zip codes with a poverty rate of twenty percent (20%) or higher, as set forth in Erie County Executive Order Number 18 dated September 27, 2017 (Erie County Construction Project Bid Documents Shall Include Local and Disadvantaged Worker Requirements), as may be revised and updated during the Term.

(e) **Effective Date:** March 29, 2023.

(f) **Governmental Authority:** Any federal, state or local government, or any political subdivision of any of the foregoing, or any court, agency or other entity, body, organization or group, exercising any executive, legislative, judicial, quasi-judicial, regulatory or administrative function of government, whether now or hereafter in existence.

(g) **Home Game:** Any game between the Team and any other NFL team, which is designated by the NFL in its official schedule as a “home game” for the Team.

(h) MBE: (i) A minority business enterprise as defined in Section 310(7) of the New York State Executive Law as may be amended from time to time, which (1) is certified by the Empire State Development Division of Minority and Women's Business Development as being an MBE; and (2) otherwise is registered and in good standing with all applicable Governmental Authorities; or (ii) a minority-owned business as may be otherwise defined and/or certified by the County which is in good standing with all other applicable Governmental Authorities.

(i) MWBE: Any MBE or WBE.

(j) NFL: The National Football League.

(k) Party: Any one of the County, ECSC or the Developer.

(l) Person: Any Governmental Authority, individual, association, joint venture, partnership, corporation, limited liability company, trust or other entity.

(m) Prevailing Wage: The wage requirement defined as the prevailing wage by the New York State Department of Labor, as modified from time to time.

(n) Region: The geographic area within the State of New York comprising a 100-mile radius from Orchard Park, New York, encompassing the County and larger portions of the Western New York-area.

(o) New Stadium Lease Expiration Date: The earlier of (i) the date that is thirty (30) years after the Commencement Date (as defined in the New Stadium Lease), provided that if such date occurs within an NFL Season (as defined in the New Stadium Lease) or within thirty (30) days following the conclusion of an NFL Season, such date shall be automatically extended to the date that is thirty (30) days following the date of the conclusion of such NFL Season; or (ii) such earlier date provided for in the New Stadium Lease upon which the New Stadium Lease term shall expire.

(p) State: The State of New York.

(q) SDVOB: (i) A service-disabled veteran business enterprise as defined in Section 369-h of the New York State Executive Law as may be amended from time to time, which (1) is certified by the New York State Office of General Service's Division of Service-Disabled Veterans Business Development as being a SDVOB; and (2) otherwise is registered and in good standing with all applicable Governmental Authorities; or (ii) a service-disabled veteran-owned business as may be otherwise defined and/or certified by the County which is in good standing with all other applicable Governmental Authorities

(r) SUNY: The State University of New York.

(s) Term: The term of this Agreement, which shall begin on the Effective Date and conclude on the New Stadium Lease Expiration Date.

(t) WBE: (i) A woman-owned business entity as defined in Section 310(15) of the New York State Executive Law as may be amended from time to time, which (1) is certified

by the Empire State Development Division of Minority and Women's Business Development as being a WBE; and (2) otherwise is registered and in good standing with all applicable Governmental Authorities; or (ii) a woman-owned business as may be otherwise defined and/or certified by the County which is in good standing with all other applicable Governmental Authorities.

2. Background and Purpose. This Agreement has been developed to ensure participation by all segments of the local community in the economic opportunities available in connection with the design, construction, maintenance and operation of the New Stadium being developed by the Developer. This Agreement will, among other things: (A) require workforce inclusion and diversity in the Project; (B) address Prevailing Wage and Living Wage requirements; (C) enhance supplier diversity and provide County business-priority for supplier and vendor contracts; (E) support affordable housing, food insecurity, educational access, social justice, and mental health initiatives in the County; (F) provide for commitments to local civic and other organizations; (G) further the Developer's cooperation in the economic development of the County; and (H) further the Developer's commitment to support youth and community programs in the County.

3. Community Benefits

(a) Generally. The Developer acknowledges how critically important community participation is, and the Developer is committed, both through its own efforts and through the efforts of its contractors and vendors, to encourage and further opportunities to participate in and benefit from the design, construction, maintenance and operation of the Project to a broad and diverse membership of the community.

This Agreement outlines a multi-faceted program to encourage participation in the Project by the local community, including people of color, women, veterans, LGBTQ+, low-income, and other targeted members of the community (the "**Targeted Groups**"). Community benefits directed towards such Targeted Groups include:

- (1) MWBE participation in construction, maintenance and operations;
- (2) Prevailing Wage and Living Wage requirements;
- (3) transportation improvements;
- (4) workforce training and development, apprenticeship, and internship programs; and
- (5) numerous other benefits (including, without limitation, expanding of youth programing in the Region (for example, in conjunction with the Buffalo Urban League), support of anti-violence initiatives (including gun violence) , support of mental health initiatives, supporting recycling programs, higher education support, food insecurity initiatives, and other programs that support the upward mobility of impoverished and low-income neighborhoods) (collectively, items (1) through (5) are the "**Community Benefits**").

(b) Bills and Developer Support. Consistent with past practices, the Bills and Developer will further and continue the Community Investment and collaborate with the Community Benefits Oversight Committee (as defined herein) to identify community vulnerabilities and priorities where the Bills and Developer can best direct their extensive resource commitment. In furtherance of the goals of the Community Benefits, the Developer will support and will work with the Bills to support the programs and objectives with appropriate time, personnel, and resource dedication, including without limitation continuing and growing Developer- and Bills-supported programs, dedicating staff toward developing and promoting the goals of the Community Benefits, and promoting the programs, initiatives, and objectives of the Community Benefits through the power of the Team brand as an NFL club. In furtherance of the foregoing, the Bills and the Developer will be providing, at a minimum, the Community Investment each year of the Term adjusted annually by the Price Index (subject to a maximum year-over-year increase of 2.2% in any one year) for the programs and objectives described herein.

(c) Design Elements in the New Stadium. The Developer has solicited input and feedback from community members who live in the Region on the various design elements of New Stadium, including, without limitation, the exterior aesthetic, lights, noise, height of stadium, sidewalks, security (in and around the New Stadium), buffering distance between the New Stadium and surrounding neighborhood, parking, traffic, greenspace, and cleanup. The New Stadium Complex infrastructure design shall include, but not be limited to, a public transportation hub (as further described in Section 3(i)) incorporated into the New Stadium Complex design for safe and organized public transportation pick-up and drop-off points for employees and patrons, and the Developer will work with the County to develop a foot traffic route for pedestrians to navigate Abbott Road from Southwestern Blvd. to Milestrip Road for better pedestrian and homeowner safety. The Bills shall consider and, in good faith, where appropriate, cause the Architect to incorporate such input and feedback in the final New Stadium plans, subject to Applicable Laws.

(d) MWBE and DBE Participation. The Developer shall develop a local hiring and contracting program for design and construction jobs that encourage the applicable employer to directly employ residents of the County and the Region of diverse socioeconomic backgrounds. The plan shall include specific goals to target for MBE, WBE, SDVOB, minority-owned business, and women-owned business participation, as further described in the CCA and Project Labor Agreement (“**PLA**”) entered into for the Project. In connection with the Developer’s performance of its obligations under the CCA, the Developer shall use good faith efforts, together with the Construction Manager and the Architect, to implement initiatives for maximizing participation in the design and construction of the Project, including:

(i) Developing and maintaining an easily accessible Project website where contractors and vendors can access all Project documents and sign up to receive notifications;

(ii) Collaborating with local small, women, and minority business organizations to identify firms that may be interested in participating in the Project, for example: Latin Chamber of Commerce, National Association of Minority Contractors, Women Business Enterprise Council, New York Contractor’s Association, Buffalo Urban League, Independent Contractors Guild of WNY, Buffalo Employment Training Center (BETC), Center for Employment Opportunities (CEO) Buffalo and the Northland Workforce Training Center

(collectively, the “**Local Chambers**”) to ensure bid packages and other stadium-related contracting information are readily available to the Local Chambers, so they may circulate the same to their respective members;

(iii) Engaging and providing opportunities to MWBE firms consistent with the availability of MWBE firms in the marketplace;

(iv) The Construction Manager hosting pre-job conferences for contractors, suppliers, and subcontractors at every tier performing work on the Project, which shall address items such as manpower, key employees work dates, work hours, Project rules, employee transportation to and from the Project site, safety, employee absenteeism, and other relevant information.

(v) Encouraging partnerships between MWBE firms and other vendors, including encouraging vendors to partner with MWBE firms, encouraging larger vendors to subcontract work to MWBE firms, and encouraging business mentorship programs that might provide professional development opportunities for MWBE firms.

(vi) Encouraging the Construction Manager for the Project to develop a program that encourages long-term relationships with MWBE firms; that provides meaningful feedback to contractors, subcontractors and vendors relative to performance-related issues and encourages continued development of skills and abilities; that puts systems into place to ensure larger contractors and vendors are aware of MWBE firms that have successfully undertaken stadium related work.

(e) Post Construction Operation of the New Stadium. Developer shall use commercially reasonable efforts to implement initiatives for maximizing participation in the maintenance and operation of the New Stadium, including, without limitation, aiming to achieve the following goals:

(1) Maintenance and Operations.

(i) Thirty percent (30%) of all retailers, vendors, and service companies used in stadium maintenance and operations to be MWBE firms and six percent (6%) of all retailers, vendors and service companies used in the New Stadium shall be SDVOB firms; and

(ii) Thirty percent (30%) of all monies paid to retailers, vendors, and service companies used in stadium maintenance and operations be paid to MWBE firms and six percent (6%) of all monies paid to retailers, vendors and service companies used in the New Stadium be paid to SDVOB firms.

(2) Concessions.

(i) Any response for proposal for the concessionaire shall require the concessionaire to administer food and beverage service mentorship programs for MWBEs.

(ii) Thirty percent (30%) of the food products used by the concessionaire to be purchased from Erie County certified MWBE food service companies.

(iii) New York Food and Beverage. The Developer shall promote and give preference to food and beverage items for sale at the New Stadium produced and/or manufactured in New York State.

(f) Security. The Developer and/or the Bills, as applicable, will contract with a qualified firm to provide security services in the New Stadium with special attention paid to cultural and racial sensitivities around the Current and New Stadium Complex. As the security firm conducts its hiring, the Developer will encourage the security firm to engage in strategic recruitment of ethnically and racially diverse security staff members. The Developer shall ensure the completion of a risk mitigation assessment to determine New Stadium infrastructure and operating procedures are adequate to protect the public from mass shootings and terrorism and such other duties to be described in a security agreement to be negotiated between the Developer and the County.

(g) Prevailing Wage. The Bills will apply Prevailing Wage programs for employees working on the construction of the Project; the PLA shall further detail the requirements regarding Prevailing Wage application for the construction of the Project.

(h) Living Wage. The Developer will promote “Living Wage” standards in its employment practices for employees working at the New Stadium once in operation. In creating and maintaining its Living Wage standards, Developer will consult other examples of Living Wage standards such as the Buffalo Living Wage Ordinance (as amended) and other similar programs.

(i) Transportation Improvements. The County and Developer have been collaborating and working in good faith with the Niagara Frontier Transportation Agency (“**NFTA**”) to cause NFTA to expand its provisioning of public transportation to include one or more bus or rail stops within walking distance of the New Stadium (i.e., no greater than one-quarter of one mile (0.25 miles) from the New Stadium) and the addition of one or more new bus routes and shuttles (including free workforce shuttles from locations such as Buffalo, Tonawanda and Lackawanna to the new stadium construction site). A public transportation hub shall be implemented into the New Stadium Complex design, securing safe public transportation onboarding and exiting for patrons, including families with children and public transit riders with limited mobility or special needs. The Developer and NFTA will host a public hearing for County residents to review the plans for the public transportation hub.

(j) Small Business Support. The Developer supports local entrepreneurs and desires to support a vibrant entrepreneurship culture in the Region, particularly for racial and socio-economic groups that are underrepresented in the entrepreneurship community. To further that support, the Developer will work with the Bills and assign one or more front office executives within the Bills and/or affiliated organizations to periodically (e.g., quarterly) volunteer with local small business and entrepreneurship organizations and/or mentor local small businesses with an identified need.

(k) Mentoring/Technical Assistance/Internships/Educational.

(i) *Workforce Training and Development; Apprenticeship Participation.* During the construction, maintenance, and operation of the Project, the Developer, together with its Construction Manager, will encourage local community partners, such as unions, prime contractors, applicable subcontractors, universities, its concessionaire, its stadium manager overseeing maintenance and operations and other organizations to train a diverse and competent workforce to prepare Targeted Groups and to encourage members of Targeted Groups to become pre-apprentices in the applicable trades (e.g., engineering, facility maintenance and operations, sales and marketing, and information technology).

(ii) *College Internship Program.* The Developer will work with the Bills and offer a paid internship program for college students (with a goal of thirty percent (30%) diverse students with an emphasis on students residing in Disadvantaged Communities) which will expose them to the sports industry and will give students the opportunity to gain experience in varied aspects of the sports business. The program will be housed within the Bills and/or Developer organization and will emphasize a goal of improving diversity and inclusion in professional sports front offices.

(iii) *High School Shadowing Program.* The Developer will work with the Bills and offer a shadowing program for local high school students (with a goal of thirty percent (30%) of such students residing in Disadvantaged Communities) which will provide them the opportunity to shadow a staff member or department within the organization, the concessionaire and other Developer vendors operating at the New Stadium to learn about the business of a sports organization. The program will be housed within the Bills and/or Developer organization and will emphasize a goal of improving diversity and inclusion in professional sports front offices and stadium operations.

(iv) *Lectures/Speaking Engagements.* The Developer will collaborate with local area high schools and colleges for opportunities for members of the Bills and/or Developer organization to speak to classes or student groups regarding the business of sports and the various avenues and opportunities that can exist within the sports industry, with the aim of encouraging diversity and inclusion in professional sports front offices.

(I) Other Benefits.

(i) *Safe Neighborhoods; Mental Health.* The Developer will work with the Bills to continue its longstanding commitment to standing against violence in our communities and encouraging the expansion of mental health awareness. In furtherance of that commitment, the Developer will work with the Bills to support anti-violence initiatives (including gun violence) and mental health awareness initiatives through Bills-led anti-violence awareness and mental health campaigns, promoting local anti-violence and mental health awareness campaigns, and supporting local community organizations whose missions include anti-violence work and mental health work, respectively.

(ii) *Sustainability.* In addition to any other sustainability initiative outlined in other definitive documents, the Developer shall work with New Stadium partners to develop, implement, and maintain a sustainability operations plan, which plan shall address solid waste recycling program for food and beverage concessions located on the New Stadium site as

well as other efforts to reduce carbon emissions and carbon footprint of the New Stadium. For clarity, the Developer's progress in connection with a sustainability plan shall be included in the reports provided under Section 4(e).

(iii) *Community Art Program*. The Developer will work collaboratively with local artists to develop a Community Art Program in connection with the New Stadium Complex.

(iv) *Adjunct Educators*. The Developer will work with the Bills to encourage, and make available, personnel to participate in educational lectures and classroom activities in area educational institutions such as ECC and the BOCES program to share the benefit of the Bills' leadership's experience with students.

4. Community Benefit Oversight Committee

(a) Community Benefits Oversight Committee. ECSC and the County shall, in consultation with the Developer, create a community benefits oversight committee (the "**CBOC**"). The CBOC shall consist of nine (9) members, (i) four (4) appointed by the County as follows, two (2) by the County Executive and two (2) by the Chair of the Legislature, (ii) two (2) appointed by ECSC, and (iii) three (3) appointed by the Developer. The Chair of the CBOC shall be elected by the membership of the CBOC. Each member of the CBOC must have the education, experience, and skills necessary to effectively execute the duties and responsibilities of a member of the CBOC. Members of the CBOC are not entitled to receive any compensation for serving as a member of the CBOC. The CBOC shall meet at regularly scheduled intervals (including an annual public hearing) and/or at the call of the chair in a public setting to discuss community priorities. The CBOC shall post its meeting agendas and conduct its meetings in a manner consistent with the New York Open Meetings Law. The CBOC shall not have an annual budget, open or maintain any financial accounts, take on any debt or otherwise encumber itself or ECSC or the County (or, for clarity, the Developer or the Bills) in anyway, or enter into any contracts or other agreements obligating it, ECSC or the County (or, for clarity, the Developer or the Bills). The County shall provide administrative staff support for the CBOC.

(b) Role and Responsibility of the Benefits Oversight Committee. The CBOC shall review the Developer's compliance with the terms and conditions of this Agreement and will provide monitoring, oversight, and accountability in connection with the performance of this Agreement. In furtherance of this responsibility, the CBOC shall receive and review reports from Developer and its Community Benefits Director (as defined herein) or designated liaison (as appointed or designated and during the periods specified in Section 4(d)), as set forth in this Agreement, relative to this Agreement's progress and Developer's good faith efforts to implement the programs contemplated by this Agreement. The CBOC shall report to ECSC and the County its findings as to whether the developer is complying with the requirements hereunder, including, without limitation, making commercially reasonable efforts to implement the programs contemplated by this Agreement.

(c) CBOC Removal and Vacancy. There shall be no term limits for members of the CBOC. Each of ECSC, the County, and the Developer may remove its respective members of the CBOC with or without cause. Members shall also be removed from the CBOC in the event

the member dies or resigns. Vacancies on the CBOC caused by the removal, death or resignation of a member shall be replaced promptly by successor appointment by the respective Party responsible for the appointed position.

(d) Developer Monitoring and Administration. The Developer will appoint a community benefits director (the “**Community Benefits Director**”) during the Project construction phase to provide leadership in the implementation and monitoring of this Agreement. After completion of construction of the Project, the Developer will designate an individual to serve as the Developer’s liaison regarding any issues related to compliance with this Agreement (one of the same individuals the Developer appoints to the CBOC).

(e) Public Reporting. In addition to the reports required under Section 4(d), the Developer and/or the Bills will provide annual reports to the CBOC that will identify the Developer’s efforts to comply with this Agreement. For the avoidance of doubt, such public reports shall be submitted to ECSC and the County and will reflect efforts by the Developer and/or the Bills as well as its various contractors charged with constructing, operating, and servicing the Project. Reports shall include identification of any programs created pursuant to this Agreement and performance metrics related thereto. The County and ECSC shall have audit rights to confirm the Developer is in compliance with this Agreement

(f) Cost of Compliance. The Developer acknowledge that the implementation of, and compliance with, its commitments as set forth in this Agreement may require the expenditure of certain resources, as applicable, either directly by the Bills, the Developer or by those charged with carrying the various provisions of this Agreement on the Developer’s behalf, and agree to undertake the applicable costs relating thereto.

(g) Compliance.

(i) *Developer Determine Noncompliance.* To the extent the Developer determines it is not in compliance with their obligations to implement this Agreement, the Developer shall prepare and submit a remedial plan to achieve compliance outlining the compliance issue or issues identified and specifying actions that will be undertaken to remedy areas of noncompliance. Such remedial plan may not reduce requirements of the Agreement without the prior written approval of the CBOC. To the extent the CBOC believes that the remedial plan reduces or eliminates any of the Developer’s obligations under this Agreement, the CBOC shall work in good faith with Bills to negotiate specific remedial actions that will be taken to achieve compliance with this Agreement in a manner that does not reduce or eliminate the Developer’s obligations within forty-five (45) days of receiving such plan.

(ii) *CBOC Determines Noncompliance.* To the extent the CBOC determines the Developer has failed to make sufficient and appropriate efforts (based on the requirements of this Agreement) to comply with or implement the programs required under this Agreement, after having received two consecutive reports from the Developer indicating such noncompliance, the CBOC shall provide notice of such noncompliance to the Developer, the State and the County (specifically, the County Office of Consumer Protection). To the extent the CBOC determines that the Developer is not in compliance with its obligations to implement this Agreement, the CBOC shall provide guidance, as necessary and appropriate, to the Developer and

its Community Benefits Director or its designated liaison (as appointed or designated and during the periods specified in Section 4(d)) and may request specific information related to issues identified to ensure that sufficient and appropriate efforts are being made to implement all aspects of this Agreement as specified in this Section 4(g)(ii). In such an event, the Developer shall prepare and submit a remedial plan to achieve compliance specifying actions that will be taken to remedy areas of noncompliance. Such remedial plan may not reduce or eliminate Developer's requirements of the Agreement without the prior written approval of the CBOC, ECSC and the County.

5. Charitable and Civic Endeavors

(a) Team Community Relations. The Developer will work with the Bills to continue the Team's community outreach efforts through its community relations department, a department within the Bills organization devoted to ensuring that the organization serves as an asset to the County, Region, and State, above and beyond the civic and economic benefits naturally flowing to a host community for an NFL club. The Developer will work with the Bills to continue to encourage all members of the Bills organization to reach out to the local community to support local charitable and civic causes. The Bills' community outreach programs have included events such as, for example:

- Player and staff participation in programs at local schools designed to encourage students to sharpen their skills both on the field and in the classroom;
- Player and staff participation in Crucial Catch (or other cancer awareness initiative) and related fundraising;
- Player and staff participation in programs designed to encourage young children develop a healthy lifestyle through proper diet and exercise;
- Player and staff participation in efforts to raise awareness and/or fundraise for various charitable causes through initiatives such as the My Cause My Cleats program and other initiatives;
- Player and staff participation in local food drives and bringing holiday meals and gifts to members of the local community who would not otherwise have an opportunity to celebrate the holidays;
- Hosting multiple visits by the Make-A-Wish Foundation and/or similar charitable organizations that provide children in need the opportunity to spend time with their favorite players;
- Hosting player safety clinics for area youth football coaches; and
- Providing charitable donations to numerous organizations including local scholarship funds, charitable initiatives such as Toys For Tots, and youth and veteran organizations.

(b) NFL Grants and Funding. The Bills will work with the NFL to obtain grants to fund facilities improvements for local community athletic and educational organizations.

(c) Bills Foundation. The Developer will work with the Bills to continue to robustly support Buffalo Bills Foundation, Inc., a domestic not-for-profit corporation (the “**Foundation**”), to enable it to remain active in the Region to increase community and civic health through its focus on hunger and food scarcity, particularly in youth. The Bills regularly contribute hundreds of thousands of dollars in value to the Foundation on an annual basis to support the Foundation’s ability to generate and donate funds to local charitable organizations every year.

(d) Field Trips. The Developer and/or the Bills will collaborate with local area schools to facilitate field trips/field days where students can visit the New Stadium Complex and learn from staff about the facility and the work that goes into operating a stadium and football team.

(e) Graduation Programs. The Developer and/or the Bills will work collaboratively with local high schools to develop graduation programs that celebrate graduation rates and elevate high school students’ graduation experiences with the goals of encouraging youth to complete their high school education and encourage their transition to their next steps.

(f) Youth Programming Support Pledge. The Developer will work with the Bills to continue its longstanding commitment to supporting the education and enrichment of the Region’s youth. In an effort to promote the creation, development, and growth of youth programing within the Region, the Developer will work with the Bills to provide multi-faceted support, and will encourage other local business partners to support, afterschool study and sports programs for youth as well as summer camp programs for youth with an aim to target school districts where (1) programs are lacking or under-resourced and/or (2) a majority of residents lack access to public transportation and/or live below the poverty line.

(g) Law Enforcement Collaboration. The Developer will collaborate with local law enforcement to assist efforts in new recruitment, training, and officer development where applicable.

(h) Paid Volunteer Time. The Developer will work with the Bills to provide approximately 3,000 paid hours of volunteer time each year for full time Bills staff members to make a direct impact in the local community by volunteering part of their working hours with local area charitable organizations, including but not limited to the Bills annually organized Staff Volunteer Day.

(i) Encouraging Attendance from Designated Communities. The Developer will work with the Bills and local community organizations to develop programs to facilitate community members and youths from Designated Communities to attend Bills events (for example, Return of the Blue + Red, Draft Celebrations, Training Camp, etc.), including transportation and special recognition.

(j) Youth Sports. The Developer will provide local area school and community youth sports teams the opportunity to use facility space for practices and meetings rent-free.

6. Public Sector Benefits

(a) **Civic Events.** Through the New Lease Agreement, the County and ECSC will reserve for themselves the non-assignable right to use the New Stadium (including the all seating areas) (i) for up to five (5) civic-oriented events for the County, and (ii) for an undetermined number of civic-oriented events for ECSC and the State (each, a “**Civic Event**” and collectively, the “**Civic Events**”, as further defined in the New Lease Agreement) each operating year in accordance with the terms and conditions of the applicable provisions of the New Lease Agreement, in each case mutually agreeable Civic Events: (i) that are sponsored or co-sponsored by the County, ECSC or the State, as applicable; (ii) that are civic or charitable in nature or are conducted or presented as a service by the County, ECSC or the State, as applicable, to its residents or a non-profit organization; and (iii) which may be ticketed, provided that the financial benefits therefrom (if any) are retained by the County, ECSC or the State, as applicable, or distributed to a non-profit, civic or other community organization. The County, ECSC or the State, as applicable, shall give the Developer reasonable prior written notice of any Civic Event pursuant to the New Lease Agreement.

(b) **Donated Tickets.** For the duration of the Term, the Developer will donate a mutually agreeable allotment of tickets and parking passes to the County and ECSC for all Home Games played at the New Stadium. In conjunction with the guidance of the CBOC, the County and ECSC may use the donated tickets for any permitted purpose under Applicable Laws and rules of the NFL, including distributing the tickets to community groups and charities to further their respective purposes.

7. Neighboring New Stadium Communities. The Developer agrees to meet with representatives of the Town of Hamburg and the Town of Orchard Park on at least a semi-annual basis in order to address any game day or Bills Event operational issues as well as plan for future economic development opportunities around the New Stadium Complex.

8. Breach of Agreement. In the event that there is any material breach of this Agreement by the Developer, and such material breach continues for a period of ninety (90) days after written notice from the County or ECSC to the Developer or, if such breach cannot be cured reasonably within such ninety (90) day period, then if the Developer fails to diligently commence to cure such breach within ninety (90) days after written notice from the County or ECSC and to complete such cure within a reasonable time thereafter, such breach shall constitute a Lessee Default (as defined in Section 22.1(d) of the New Stadium Lease) and the County and/or ECSC shall have all of the rights and remedies available at law or in equity.

9. Termination of Agreement. This Agreement shall terminate concurrently upon the New Stadium Lease Expiration Date.

10. Miscellaneous

(a) **No Construction Against Drafting Party.** The Parties acknowledge and agree that each such Party and its respective counsel has had the opportunity to review this Agreement and that this Agreement will not be construed against any Party merely because its counsel prepared this Agreement.

(b) Notices. Any notice, request, instruction or other communication to be given hereunder by any Party to another shall be in writing and: (i) delivered personally (such delivered notice to be effective on the date it is delivered); (ii) mailed by certified mail, postage prepaid (such mailed notice to be effective four (4) days after the date it is mailed); (iii) sent by recognized overnight courier (such couriered notice to be effective one (1) day after the date it is delivered to such courier); or (iv) sent by e-mail transmission, with a confirmation sent by way of one of the above methods, addressed to the Party for whom it is intended at its address as set forth in Schedule 10(b) attached hereto (such e-mail notice to be effective on the date that confirmation of such e-mail transmission is received); provided that any Party may designate in a writing to any other party any other address or e-mail address to which, and any other Person to whom or which, a copy of any such notice, request, instruction or other communication should be sent.

(c) Severability. If any provision of this Agreement proves to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected by such finding.

(d) Written Amendment Required. No course of performance or other conduct hereafter pursued, accepted or acquiesced in, and no oral agreement or representation made in the future, by any Party, whether or not relied or acted upon, and no usage of trade, whether or not relied or acted upon, shall modify or terminate this Agreement, impair or otherwise affect any right or obligation of any Party or otherwise operate as a waiver of any such right or remedy. No modification of this Agreement or waiver of any such right or remedy shall be effective unless made in writing duly executed by the duly authorized representatives of the Parties.

(e) Entire Agreement. This Agreement, including the joinders, exhibits, schedules and addenda thereto, if any, (together with the Stadium Agreements (as defined in the New Stadium Lease)) represents the entire agreement among the Parties with respect to the matters set forth herein and supersedes all prior or contemporaneous negotiations, representations or agreements, written or oral, pertaining to the subject matter of this Agreement. Except as expressly provided in this Agreement, to the extent that there are any discrepancies between any other agreement and this Agreement, the terms and provisions of this Agreement shall control.

(f) Captions. The captions of the various Articles and Sections of this Agreement are for convenience only and do not define, limit, describe, or construe the contents of such Articles or Sections.

(g) Governing Law; Jurisdiction and Venue.

(i) This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of New York, without giving effect to conflict of laws provisions (except for Sections 5-1401 and 5-1402 of the New York General Obligations Law).

(ii) Each Party hereby agrees that all actions or proceedings arising directly or indirectly out of this Agreement shall be litigated only in the Supreme Court of the State of New York, Erie County, or the United States District Court for the Western District of New York. Each Party expressly submits and consents in advance to such jurisdiction and waives any claim that Erie County, New York or the Western District of New York is an inconvenient forum or an improper forum based on improper venue. Each Party agrees to service of process in any

form or manner permitted by law, addressed to it as set forth in Section 10(b). Each Party agrees not to institute suit arising out of this Agreement against any other Party in a court in any jurisdiction, except as stated above, without the consent of such other Party. Each Party agrees that a true, correct and complete copy of this Agreement kept in the County's, ECSC's or the Developer's course of business may be admitted into evidence as an original.

(h) Binding Effect. The covenants, conditions and agreements contained in this Agreement will bind and inure to the benefit of the Parties and their respective successors and/or permitted assigns. This Section 10(h) shall not affect or reduce the obligations of the Bills or the Developer under Section 3.

(i) No Assignment. Neither this Agreement nor any of the rights, responsibilities, or obligations hereunder can be transferred or assigned, whether by operation of law or otherwise, without the prior written consent of all the non-assigning Parties; provided, however, that ECSC may assign this Agreement upon two (2) business days' prior notice to the Developer, to an Affiliate or to another public benefit corporation of the State, provided that such assignee is also assigned, and assumes full responsibility for the performance of all of the obligations of ECSC under, the New Stadium Lease.

(j) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Any Party may execute this Agreement by facsimile or PDF signature and the other Parties shall be entitled to rely on such facsimile signature or a PDF copy of an original signature transmitted to the other party is effective as if it was an original, as evidence that this Agreement has been duly executed by such Party. Without limiting the foregoing, any Party executing this Agreement by facsimile or PDF signature shall immediately forward to the other Parties an original signature page by overnight mail.

(k) Applicable Standard. Any approval, consent, decision or election to be made or given by a Party may be made or given in such Party's sole judgment and discretion, unless a different standard (such as reasonableness) is provided for explicitly.

(l) Authority. The Developer, ECSC and the County each represent and warrant that (i) it has full power and authority to enter into this Agreement and to perform and carry out all obligations, covenants and provisions hereof; and (ii) this Agreement constitutes the legal, valid and binding obligations of said Party in accordance with the terms hereof and has been duly authorized by all necessary board, director, shareholder, manager, legislative, executive, committee and/or agency action, as the case may be, of such Party.

(m) No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties, and their successors and permitted assigns, and no provisions of this Agreement shall be deemed to confer upon any other Person, any remedy, claim, liability, reimbursement, cause of action or other right.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Community Benefits Agreement as of the date first written above.

THE COUNTY OF ERIE,
a New York municipal corporation

By: _____
Name: Mark C. Poloncarz
Title: County Executive

Approved as to Form:

Jeremy Toth,
County Attorney

Approved as to Content:

Lisa Chimera,
Deputy County Executive

[Signatures Continue on Following Page]

STATE OF NEW YORK)
 : SS.
COUNTY OF _____)

On the _____ day of _____, in the year 2023, before me, the undersigned, a notary public in and for said state, personally appeared Mark C. Poloncarz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

ERIE COUNTY STADIUM CORPORATION,
a New York business corporation

By: _____
Name: Steven Ranalli
Title: President

[Signatures Continue On Following Page]

[Signature Page to Community Benefits Agreement]

STATE OF NEW YORK)
 : SS.
COUNTY OF _____)

On the _____ day of _____, in the year 2023, before me, the undersigned, a notary public in and for said state, personally appeared Steven Ranalli, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

BUFFALO BILLS, LLC,
a Delaware limited liability company

By: _____
Name: Terrence M. Pegula
Title: Authorized Signatory

**BILLS STADIUM AND EVENTS COMPANY,
LLC,**
a Delaware limited liability company

By: _____
Name: Terrence M. Pegula
Title: Authorized Signatory

STATE OF NEW YORK)
 : SS.
COUNTY OF _____)

On the _____ day of _____, in the year 2023, before me, the undersigned, a notary public in and for said state, personally appeared Terrence M. Pegula, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

SCHEDULE 10(b)

To the County:

County Executive
Rath County Office Building
95 Franklin Street
Buffalo, New York 14202
Telephone: (716) 858-8500
Email: mcp@erie.gov

with a copy at the same time and in the same manner to:

Department of Public Works
Rath County Office Building
95 Franklin Street
Buffalo, New York 14202
Attention: Commissioner of Public Works
Telephone: (716) 858-8300
Email: william.geary@erie.gov

Erie County Attorney's Office
Rath County Office Building
95 Franklin Street
Buffalo, New York 14202
Attention: County Attorney
Telephone: (716) 858-2208
Email: jeremy.toth@erie.gov

Greenberg Traurig, LLP
1000 Louisiana Street
Suite 6700
Houston, Texas 77002
Attention: Franklin D. R. Jones, Jr.
Telephone: (713) 374-3500
Email: Franklin.Jones@gtlaw.com

To ECSC and State:

c/o Empire State Development
633 Third Avenue
New York, New York 10017-6754
Attention: General Counsel
Telephone: (212) 803-3750
Email: Goldie.Weixel@esd.ny.gov

Sidley Austin LLP
1001 Brickell Bay Drive
Miami, Florida 33131
Attention: Irwin Rajj
Telephone: (212) 839 5972
Email: irajj@sidley.com

To the Developer:

c/o Buffalo Bills, LLC
One Bills Drive
Orchard Park, NY 14127
Attention: Ron Raccuia
Telephone: 716-648-1800
Email: Ron.Raccuia@bills.nfl.net

With a copy at the same time and in the same manner to:

Buffalo Bills, LLC
One Bills Drive
Orchard Park, NY 14127
Attention: General Counsel
Telephone: 716-312-8607
Email: Kathryn.D'Angelo@bills.nfl.net

And:

Loeb & Loeb LLC
10100 Santa Monica Blvd., Suite 2200
Los Angeles, CA 90067
Attention: Scott Zolke
Telephone: (310) 282-2299
Email: SZolke@loeb.com

EXECUTION VERSION-

Nashville MLS Soccer Community Benefits Agreement

This Nashville MLS Soccer Community Benefits Agreement (“**Soccer CBA**”) is made and executed on this 3rd day of September, 2018, by and between Stand Up Nashville, Inc. as defined herein (“**SUN**”) and Nashville Soccer Holdings, LLC, as defined herein (“**NSH**”) (SUN and NSH each a “**Party**”, and collectively the “**Parties**”), for the benefit of the residents of Metropolitan Nashville and Davidson County, as related to the construction by The Sports Authority of The Metropolitan Government of Nashville and Davidson County (the “**Authority**”) of a new multi-purpose Major League Soccer (“**MLS**”) soccer stadium (the “**Stadium**”) on a portion of the Project Site (as hereinafter defined).

RECITALS

WHEREAS, SUN, through its coalition members, has identified a number of significant needs of residents in the vicinity of the Project Site and more broadly residents of Nashville; and

WHEREAS, the Authority will build the Stadium on a portion of the 128-acre Nashville Fairgrounds site located at 300 Rains Avenue (the “**Project Site**”); and

WHEREAS, SUN and NSH desire to address some of the significant needs of local residents through this Soccer CBA.

NOW THEREFORE, in consideration of the above premises and mutual covenants and agreements herein set forth, NSH and SUN do hereby agree to execute this Soccer CBA as follows:

I Definitions

“Affordable” means costing 30% or less of household income.

“Annual Report” has the meaning set forth in Section III below.

“Authority” has the meaning set forth above.

“Community Advisory Committee” has the meaning set forth in Section III below.

“Developer” means the limited liability company formed for purposes of developing the approximately 10 acre mixed-use development adjacent to the Stadium on the Project Site which entity will be affiliated with NSH.

“Development” means the mixed-use development of the approximately 10 acres adjacent to the Stadium on the Project Site.

“MLS” has the meaning set forth above.

EXECUTION VERSION

“NSH” refers to collectively, Nashville Soccer Holdings, LLC, a Tennessee limited liability company, Walsh Management LLC, a wholly-owned subsidiary of Nashville Soccer Holdings, LLC that will operate the Stadium, and Nashville Team Holdings LLC, a wholly-owned subsidiary of Nashville Soccer Holdings, LLC that will operate the MLS expansion team.

“Party” or “Parties” refers to each signatory to this Soccer CBA.

“Project Site” has the meaning set forth above.

“Promise Zones” means the geographic boundaries of the six federally recognized Promise Zones within Metro Nashville.

“PZ Residents” means unemployed and/or underemployed individuals domiciled within the geographic boundaries of the Promise Zones.

“Soccer CBA” has the meaning set forth above.

“Stadium” has the meaning set forth above.

“Stadium Lease and Development Ground Lease” has the meaning set forth in Substitute Resolution No. RS2017-910 as amended, approved by the Metropolitan Council on November 7, 2017, and signed by then-Mayor Megan Barry on November 8, 2017.

“SUN” refers to Stand Up Nashville, Inc., a Tennessee nonprofit corporation.

II Responsibilities of NSH

If the Stadium is built, and for a period of not less than thirty (30) years (so long as the Stadium is occupied by an MLS professional soccer team affiliated with NSH and competing in MLS soccer events)(the “Term”), NSH will implement the following provisions:

1) Community Amenities and Services:

- a) NSH will cause Developer to reserve no less than 4,000 sq. ft. within or in close proximity to the Development for a childcare location. NSH and SUN will identify an acceptable party to provide such services, in conjunction with Childcare Tennessee, and a business plan will be developed for the childcare location with assistance from Childcare Tennessee. Such business plan will address tuition (including an income-based sliding scale), operating practices, curriculum, and other relevant matters. If required, SUN will work with NSH to help procure funding for the childcare location. NSH will provide initial seed funding in an amount which combined with the procured funding will be sufficient to allow the childcare location to operate as per the business plan.
- b) NSH will cause Developer to reserve 4,000 sq. ft. of retail space to the establishment of a micro-unit incubator for the use of artisans and small business merchants who are verified PZ Residents that do not compete directly with existing Fairgrounds Nashville flea market vendors. Vendors will be selected from qualified applicants and rental rates will be set by

EXECUTION VERSION-

the Community Advisory Committee. First year rental rates will be set at a 50% or greater reduction of market rate rents and a rental rate mechanism (such as set incremental increases, percentage of revenue, etc.) will be developed by the Community Advisory Committee for rental rates beyond year 1.

- c) NSH will work with the Metro Arts Commission and other local non-profit arts organizations to provide opportunities for local artists to participate in beautification projects as appropriate.
- d) NSH will use best efforts to cause the U.S. Soccer Foundation to establish its “Soccer for Success” program in Metro, a free after-school program focused on helping kids establish healthy habits and developing life skills through the implementation of “coach-mentors” and increasing family engagement. This program would be managed by the U.S. Soccer Foundation with the support of NSH.
- e) NSH will donate new or used soccer equipment and accessories to elementary schools, middle schools and high schools located within Metro that have an active soccer program.
- f) NSH, along with its coaches and/or players will host an annual coaching clinic located within Metro that is designed to be attended by coaches from Metro elementary and high schools and other youth soccer organizations located within the Metro area.
- g) NSH will distribute, on average, approximately 50 complimentary seats for each MLS regular season match at the Stadium, the majority of which shall be non-profit organizations serving youth and PZ Residents. NSH will consult with Promise Zone subzone captains and SUN in advance of each season to create a mutually agreed upon list of potential recipients and designees.
- h) NSH shall provide annually up to ten (10) need-based scholarships for youth domiciled in Promise Zone communities to participate in a youth club soccer program.
- i) The coaches, players and/or officials of the NSH MLS team shall visit, not less than eight (8) times per year, local elementary schools throughout Metro to promote good sportsmanship and character development, with at least two (2) visits to elementary schools located in Promise Zone communities.
- j) NSH will institute a program for students of Metro-area schools to participate in game-related activities in the Stadium (such as pre-game, halftime, or post-game), including presentations and recognition. NSH will have an active registration process where community groups of various ages and disciplines can register to participate or perform in these game related activities.
- k) NSH and the MLS team will contribute 500 volunteer hours per year to Nashville charitable organizations.
- l) NSH will work with the selected concessionaire to give Nashville non-profit organizations the ability to create revenue via food service fundraising opportunities.

EXECUTION VERSION

- m) Subject to engaging a concessionaire for the Stadium, NSH will cause that concessionaire to make space available, for 5-10 matches per year, to a minimum of two qualified local food and/or beverage operators (such as concession booth opportunities).
- n) Subject to finalization of Stadium design plans and suitable, outside direct access, NSH will make available meeting room space for use by non-profit and other such community organizations during non-event use periods.

2) Affordable/Workforce Housing:

- a) NSH voluntarily agrees that a minimum of 12% of the residential units within the Development shall be set aside for households earning 60% of the AMI/MHI (whichever metric is applicable to the financing tool) or less. The units comprising this 12% shall be referred to as "Affordable Housing Units." NSH acknowledges the existing shortage of 3-bedroom units, and NSH will ensure at least 20% of the Affordable Housing Units will be 3-bedroom units. In the event both AMI and MHI are acceptable for financing, NSH shall use MHI, provided however, this 12% commitment is not contingent on subsidized funding programs.
- b) NSH further voluntarily agrees that (i) an additional 4% of the residential units within the Development shall be set aside for households earning between 61% and 80%, and (ii) an additional 4% of the residential units within the Development shall be set aside for households earning between 81% and 120% of AMI/MHI (whichever metric is applicable to the financing tool). The units comprising this 8% commitment shall be referred to as the "Workforce Housing Units." NSH will endeavor to ensure at least 20% of the Workforce Housing Units will be 3-bedroom units. In the event both AMI and MHI are acceptable for financing, NSH shall use MHI. While this 8% commitment is not contingent on subsidized funding programs, the number of Workforce Housing Units that are 3-bedrooms will be driven by such funding programs.
- c) Rents for all Affordable Housing Units and Workforce Housing Units will be set such that the rent charged is Affordable. Affordable Housing Units and Workforce Housing Units will be built to the same standards and on the same general schedule as market-rate units.
- d) When required, NSH and SUN will work collaboratively to request affordable housing support from governmental entities and/or other non-profit sources.
- e) NSH will collaborate with the Metro Development and Housing Agency, the Metro Mayor's Office of Housing and local non-profit housing providers to identify opportunities for grants, incentives, tax credits and other means toward the goal of producing additional affordability within the Development.
- f) NSH will cause the Developer to engage a not for profit housing agency to provide the following services, to the extent such services are required, related to the Affordable & Workforce Housing Units:

EXECUTION VERSION-

- i. Provide on-site supportive services; and
- ii. Refer residents to the PZ Hiring Program.

3) Jobs and Workforce Development:

a) NSH will collaborate with Metro Mayor's office "Opportunity Now" and "Employment Connections" initiatives to provide youth and young adults age 14-24 years domiciled in the Metro area, including Promise Zones, such as:

- i) Summer youth internships (up to 8) through the Opportunity Now program; and applicable jobs (up to 10) through the Employment Connections program subject to availability of open positions.

b) Hiring and Workforce Development Program.

- i) To ensure that jobs go to applicants most in need of opportunity, SUN and NSH will work collaboratively to establish a first-source referral program ("PZ Hiring Program") for the jobs contemplated by the wage floor provision (Section 3(e)) and other non-construction job openings at the Stadium and the Development. NSH agrees to consider and cause the Developer to consider referrals of fully qualified applicants from this program before other sources.

NSH agrees to provide funding for the payroll costs of a program coordinator to be hired by SUN (such person and his/her salary level to be mutually agreed upon by the Community Advisory Committee), who will work collaboratively with the following Promise Zone Subzone Captains (or their successors): (1) Martha O'Bryan Center, (2) Edgehill Neighborhood Partnership, (3) Woodbine Community Organization, (4) Conexión Américas, (5) Urban League of Middle Tennessee, and (6) St. Luke's Community House to recruit and refer PZ residents and to provide supportive services.

- c) In addition, NSH will implement, in good faith, procurement practices and procedures designed to give preference to qualified Davidson County MBE businesses to provide contracted services to the Stadium.
- d) NSH will work with the selected Stadium service providers to implement in good faith hiring practices to use the PZ Hiring Program as the initial source and to consider qualified PZ Residents for open positions in addition to holdings job fairs and other established recruiting practices.
- e) NSH's hiring practices will include efforts to hire qualified local residents at all levels of the organization. Residents hired by NSH will be provided with educational and professional development opportunities. NSH will direct hire employees in positions including but not limited to guest services (including box office, ticket sales, ushers and attendants), janitorial, custodial and maintenance, and field maintenance, and pay such employees at least \$15.50 per hour. NSH agrees to consider qualified PZ Resident referrals for these positions from the PZ Hiring program before other sources.

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- f) So as to facilitate the parties' drafting of the annual report, NSH will provide to the Community Advisory Committee 30 days prior to each calendar year end the following information: Number of employees directly hired by NSH, hourly wage range for the job type or position, and indication of how many direct hire employees were hired from the PZ Hiring program and such employees' zip codes.
- g) NSH will cause the construction manager ("CM") to give priority to contractors and subcontractors for construction of the Development that meet the following criteria (hereinafter "High Road Contractor"):
- 1) Performs work or provides labor through employees,
 - 2) Participates in a U.S. Department of Labor-certified apprenticeship program, and
 - 3) Provides ACA-compliant insurance or coverage to employees;

provided however, nothing in this section shall be deemed to restrict or inhibit the Developer or CM from using efforts to include Service-Disabled Veteran Business Enterprises ("SDV/BE"), Minority/Women Owned Business Enterprises ("MBE/WBE") and local Small Business Enterprises ("SBE"), or complying with the MBE provisions set forth herein.

"Priority" means the CM will assign greater weight to the criteria above when selecting contractors through CM's bidding and procurement process for the Development.

Notwithstanding the foregoing priority requirement, because of the particularly vulnerable nature of unskilled and low-skilled workers in the following areas, NSH shall cause the CM to select High Road Contractor(s), unless not cost competitive, with preference given to MBE(s), to perform the following work:

- Concrete reinforcing, and/or post-tensioning, structural and/or miscellaneous steel;
- Industrial and commercial painting;
- Drywall work; and
- Forming, placement, and/or finishing of concrete.

SUN will provide NSH with a list of contractors who meet all of the above criteria and who have also committed to hiring through the parties' PZ Hiring program. NSH will provide all contractors on this list with prior notice to allow such contractors the opportunity to participate in the selection process. NSH shall also use best efforts to provide prior notice to allow SDV/BE, MBE/WBE and SBE businesses the opportunity to participate in the selection process. SUN will endeavor to incubate SDVBE, MWE, WBE, and SBE High Road Contractors by providing consultation and referrals related to services such as bonding, licensure, and employee healthcare coverage, apprenticeship utilization, and direct labor sources.

Additionally, NSH shall cause the CM to provide or otherwise mandate a minimum of OSHA 10 training for all employees of the CM and all employees of contractors and subcontractors, and OSHA 30 for all supervisors/foremen of the CM and all supervisors/foremen of contractors and subcontractors.

NSH shall also cause Developer to insert into the CM's construction agreement a provision that

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requires the CM to comply with all local, state, and federal laws concerning or related to workers on the Development.

So as to facilitate the parties' drafting of the annual report, NSH will cause the Developer to provide to the Community Advisory Committee on a quarterly basis the number and percentage of contractors on the project that meet the above criteria and certification of compliance with the OSHA training provision and the CM contract provision.

- h) NSH also agrees to comply with the terms and provisions of the MBE Commitments as set forth in Exhibit A attached hereto.

III Monitoring, Timelines, and Enforcement

The Parties intend for the rights and obligations created by this Soccer CBA to be both continuing in nature and cooperative, such that both NSH and SUN actively participate and work together with due diligence and good faith in furtherance of the terms and conditions of this Soccer CBA as outlined in Section III herein ("**Community Advisory Committee Process**").

SUN and NSH will create, or cause to be created, a six (6) person committee (the "**Community Advisory Committee**"). The Community Advisory Committee will be responsible for monitoring the Parties' compliance with this Soccer CBA and undertaking the specific acts expressed in accordance with the terms herein. During the term of this Soccer CBA, NSH and SUN will cause the Community Advisory Committee to create an annual report detailing (1) the yearly activities undertaken pursuant to the terms of this Soccer CBA; (2) NSH's and SUN's on-going compliance with the terms of this Soccer CBA; and (3) recommendations, as necessary, to ensure compliance with the intent of this Soccer CBA (the "**Annual Report**"). NSH will be responsible for the cost of preparing the Annual Report. The Annual Report will be available for distribution to the general public, and the findings of each Annual Report will be presented during an annual neighborhood presentation hosted by NSH at the Stadium.

The Community Advisory Committee will be comprised of the following six members: (i) two representatives from NSH; (ii) two representatives of SUN, (iii) one resident of Promise Zone 2 (which includes Wedgewood-Houston and Edgehill neighborhoods) and one resident of Promise Zone 4 (which includes the Berry Hill and Woodycrest neighborhoods) who shall be chosen and appointed by agreement of SUN and NSH. In the event SUN and NSH cannot reach an agreement on these two members, those members shall be chosen and appointed to the Committee by the Senior Pastor of Watson Grove Baptist Church (or in the event of a vacancy in the Senior Pastor position, the person who is serving in that role on an interim basis).

Unless the Parties agree otherwise, the Community Advisory Committee shall meet no less frequently than quarterly. The Community Advisory Committee Chair (nominated by a majority vote of the members) shall provide notice to the members of the Community Advisory Committee stating the place (or means if by telephone conference or other means), date and hour of each meeting of the Community Advisory Committee and provide an agenda prior to the meeting if practical to do so. Any representative may submit an item for inclusion on the agenda of a Community Advisory Committee meeting. Each of the representatives shall receive notice of and shall have the right to attend (with the methods of allowable attendance specified below) all meetings of the Community

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Advisory Committee. Attendance at a meeting of the Community Advisory Committee shall constitute a waiver of notification of any particular meeting. All Community Advisory Committee meetings shall be held in Davidson County, Tennessee unless otherwise agreed by the Parties and shall be scheduled at a regular time that generally allows the representatives to attend.

NSH will execute and perform each provision outlined in Section II within a reasonable period of time from the date of this signed Soccer CBA; provided, however, that neither SUN or NSH will have any obligation to perform under this Soccer CBA if the Stadium and Development are not constructed.

IV SUN Support Obligations

In light of NSH commitments set forth in this Soccer CBA, SUN will continually and strongly support the concept plan for the Stadium and the related Development. Therefore, SUN will execute the following support efforts on behalf of NSH:

- 1) At NSH's request, send a letter in support of Stadium and related Development, prior to the consideration of all approvals necessary for the Stadium and/or the Development.
- 2) If requested by NSH during the term of this Soccer CBA, SUN will work with NSH to secure other Development approvals from any other governmental entity specified by NSH.
- 3) SUN will work with NSH to prepare a collaborative media strategy regarding shared support for the Stadium and related Development and will, upon request, provide reasonable support of the Stadium and such development and will help NSH to gain the full support of the Metro community.
- 4) SUN agrees that it will consult and coordinate with NSH before making public comments regarding project approvals, and will use its best efforts to address any issues in question with NSH during the Community Advisory Committee meetings contemplated in Section III above. However, nothing in this provision or in the Community Advisory Committee Process shall limit either Party's ability to seek remedies for the other Party's breach of this Soccer CBA outside of the Community Advisory Committee Process.

V Expenses/Termination

The Parties agree that (i) NSH will perform or cause to have performed the items set forth in Section II above at its expense and agrees to hold SUN and its officers, members, employees, and agents harmless from any expenses incurred by NSH with respect to the above Section II provisions and (ii) SUN will perform or cause to have performed the items set forth in Section IV above at its expense and agrees to hold the NSH and its officers, members, employees, and agents harmless from any expenses incurred by SUN with respect to the above Section IV provisions.

This Soccer CBA will remain in full force and effect for the Term, except that it can be terminated immediately in writing under the following circumstances:

- 1) SUN and NSH may mutually agree in writing to modify or revoke any and/or all provisions of this Soccer CBA, or to terminate it;

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- 2) The license termination, bankruptcy, and/or insolvency of NSH or MLS;

or
- 3) By NSH upon the termination (or lack of execution and delivery by the appropriate counterparty(ies)) of the Stadium Lease or Development Ground Lease.

At the end of the Term, with mutual agreement from the Parties and/or their designated representatives, this Soccer CBA may be renewed under the same and/or any subsequent modified terms and conditions for an additional mutually agreed term.

VI Miscellaneous

- 1) This Soccer CBA will be binding on each of the Parties hereto and their respective personal representatives, executives, agents, attorneys, principals, agents, and assigns.
- 2) The Parties agree that full and adequate consideration has been given by each Party hereto and each Party acknowledges the sufficiency and adequacy of said consideration.
- 3) The Parties acknowledge that no promise, agreement, statement or representation, whether oral or written, not herein expressed has been made to or relied upon by any one of them and that this Soccer CBA contains the entire agreement between the Parties.
- 4) If any term, provision, or clause within this Soccer CBA will be determined by a court of competent jurisdiction to be invalid, void, or unenforceable, only that particular term, provision, or clause will be nullified. The remainder of the Soccer CBA will continue to be in full force and effect.
- 5) This Soccer CBA will be governed by and construed in accordance with the internal laws of the State of Tennessee without regard to its conflict of laws provisions.

(Signatures appear on the following page)

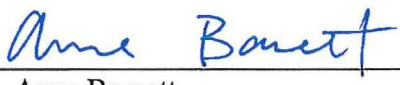
EXECUTION VERSION

AGREED AND ACCEPTED this 3rd day of September, 2018, by

Nashville Soccer Holdings, LLC:

Stand Up Nashville, Inc.:

BY: 
Mary K. Cayarra,
Vice President

BY: 
Anne Barnett,
Co-Chairwoman

(Signature Page to Stand Up Nashville, Inc./Nashville Soccer Holdings, LLC Soccer CBA)

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EXHIBIT A

See Attached

NASHVILLE SOCCER HOLDINGS, LLC

EXHIBIT A

Tel 615-296-8200
Fax 615-296-7579

4400 HARDING ROAD - P O BOX 23049
NASHVILLE, TENNESSEE 37202-3049

September 4, 2018

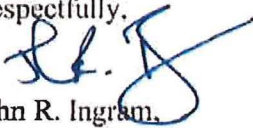
Nashville Soccer Holdings Statement of Diversity and Inclusion

Nashville Soccer Holdings (NSH) understands and believes that to be a great organization we must have a workforce and supplier network that reflects the diversity of the community that we love. By embracing diversity we believe our organization will prosper from broader and better solutions that benefit our customers and employees. To ensure accountability with our diversity efforts, we have retained the law firm of Manson Johnson Conner PLLC as NSH's contract administrator and diversity coordinator to assist us in developing new and creative methods to achieve our diversity commitments.

NSH has committed to spend a minimum of 25% of the total value of contracts awarded on the mixed use development with MWBE contractors, subcontractors and suppliers with a minimum of 15% of such value to be with MBE contractors, subcontractors and suppliers. NSH further commits to award a minimum of 25% of the total value of supplier contracts of its ongoing operations to MBE suppliers. This objective will be achieved through direct contracting with Prime Contractor suppliers as well as through a program for Prime Contractor suppliers to contract with diverse Subcontractors suppliers for services that are directly related to NSH projects. Quarterly reports will be provided to Stand Up Nashville, Inc., The Metropolitan Government of Nashville and Davidson County ("Metro") Mayor's Office and Metro Council to ensure that all parties are aware of our progress toward our commitment.

NSH also understands that to grow diverse businesses it is important to provide access to capital, education, training and resources that are many times not readily available. In addition to our 25% spend commitment, NSH will start a Minority Business Development Fund that will provide necessary resources to grow and improve scale and capabilities of minority businesses. All suppliers that are awarded contracts by NSH will be required to make a donation to the fund. Private donations will also be solicited from individual and corporations that share NSH's commitment to diversity.

Respectfully,



John R. Ingram,
Chief Executive Officer and President

MEMORANDUM OF UNDERSTANDING-BELKNAP

Introduction of the Parties

Grand Valley State University is a state public university as described in sections 4, 5, and 6 of article VIII of the Michigan Constitution of 1963, the principal business address of which is 1 Campus Drive, Allendale, MI 49401 ("**GVSU**"), owning property in Belknap Lookout Neighborhood of Grand Rapids that is more fully depicted on the attached **Exhibit A ("GVSU's Belknap Property")** that GVSU wishes to improve and use in furtherance of its role under the constitution and laws of the state of Michigan with operating the university for the greater benefit of the people of the state of Michigan in carrying out its educational mission.

The Neighbors of Belknap Lookout is a Michigan non-profit corporation, the principal business address of which is 700 Clancy Street NE, Grand Rapids, MI 49503 ("**NOBL**") that is the recognized neighborhood association for the Belknap Lookout Neighborhood, a culturally and economically diverse and socially conscious neighborhood on the northeast quadrant of Grand Rapids, the south boundary of which is Michigan Street NE, the west boundary of which is the Grand River, the north boundary of which is Leonard Street NE and the east boundary of which is College Avenue NE (the "**Neighborhood**").

The City of Grand Rapids is a Michigan municipal corporation, the principal business address of which is 300 Monroe Ave NW, Grand Rapids, MI 49503 (the "**City**").

Date

This Memorandum of Understanding-Belknap ("**MOU-Belknap**") is dated as of February 15, 2016.

Additional Background

This MOU-Belknap resulted from a collaborative process among GVSU, City, the recognized neighborhood association from the vicinity of the GVSU's Belknap Property, and interested persons rather than any process required by any law, ordinance or policy.

A. In particular, City and GVSU representatives collaborated with the NOBL and with other interested people from the neighborhood.

B. The parties agreed upon collaborative principles including (i) listening to and understanding one another's expressed goals and concerns, as well as underlying feelings about the Neighborhood, those goals and concerns, (ii) respecting each of the parties, their representatives and the people residing and working in the Neighborhood, and (iii) trusting each party and its representatives to be communicating and acting in good faith.

C. The parties discussed and reached informal consensus around design principles for the improvement and use of GVSU's Belknap Property including (i) exterior finishes and characteristics of the planned improvements should reflect and be compatible with the urban setting in which GVSU's Belknap Property lies, (ii) a desire to create some livable spaces and that those spaces should be compatible with the Neighborhood, (iii) a master plan is needed for improvement and use of all of GVSU's Belknap Property that reflects the continuing collaboration among the parties, (iv) GVSU must be able to design and use its facilities in fulfillment of its educational mission, (v) GVSU has a need to begin construction in the Block 2 of GVSU's Belknap Property, which is also depicted on the attached Exhibit A ("**Block 2**"), before the master development plan can be completed ("**Phase 1**"), and (vi) this MOU-Belknap is therefore intended to provide the framework for the master development plan for GVSU's Belknap Property.

D. The parties recognize that the City and GVSU each is a public body with governmental rights and responsibilities and, in the spirit of intergovernmental cooperation, have also entered into an Initial Memorandum of Understanding ("**IMOU**") consistent with those rights and responsibilities that, among other matters, addresses the development of Phase 1.

E. Further, GVSU and the City recognize the importance of including NOBL and Neighborhood residents in the longer term effort to develop a master plan for the development of GVSU's Belknap Property entering into this MOU-Belknap as a three party understanding among GVSU, NOBL and the City regarding the master planning of GVSU's Belknap Property and related matters.

E. Paragraphs are numbered and lettered for ease of reference, not to add to formality of the document.

Initial Understandings

This MOU-Belknap reflects the parties' mutual, initial understandings regarding development of a master plan of GVSU's Belknap Property and other related matters.

1. Master Plan. GVSU will complete a master development plan for GVSU's Belknap Property in accordance with a scope of work, a copy of which is attached as **Exhibit B**, and it has engaged SmithGroupJJR, Inc. of Ann Arbor, Michigan ("**JJR**") to prepare (the "**GVSU Belknap Master Plan**").

A. The GVSU Belknap Master Plan shall consider and address (i) plans for the Belknap Lookout Neighborhood as provided in the City's Master Plan of 2002 ("**City Master Plan**") and the Belknap Neighborhood Area Specific Plan approved February 2010 (the "**Belknap ASP**"), (ii) the input expressed by Neighborhood residents and representatives, (iii) input from City representatives, (iv) the scope of work attached as Exhibit B, (v) GVSU's Planning and Design Standards Manual, (vi) the terms of this MOU-Belknap, and (vii) development of the northerly edge of Blocks 1, 3 and 4 of GVSU's Belknap property (as depicted on Exhibit A) as a buffer or transition from uses south of that strip of GVSU's Belknap Property. Such transition area may be housing as provided for the northerly 140' of Block 2 of GVSU's Belknap Property as provided in the IMOU or it may be open space, landscaped areas, parks, or some other use or approach that accomplishes the desired buffering or transitioning consistent with the Belknap ASP.

B. GVSU and City representatives shall collaborate to finalize the GVSU Belknap Master Plan. Before the GVSU Belknap Master Plan is finally completed, the parties shall hold a least one public meeting to hear comments on the proposed GVSU Belknap Master Plan. The City shall publish and mail notice of the public comment meeting in the manner that is normal for the Planning Department. GVSU will then consider comments made during that public comment meeting and make any changes GVSU determines to make in the proposed GVSU Belknap Master Plan before GVSU's final consideration of it.

C. Once the GVSU Belknap Master Plan is completed, GVSU may, in its sole discretion, elect to submit the Belknap Master Plan to the City Planning Director. If the GVSU Belknap Master Plan includes sufficient dimensional, elevation and exterior finish details, the City will treat the City's Planning Director's concurrence with the GVSU Belknap Master Plan as provided in this paragraph 1.C as if it were City land use approval for development in accordance with the GVSU Belknap Master Plan.

1. The City Planning Director shall apply the following criteria in considering whether to concur with the GVSU Belknap Master Plan. If the questions are all reasonably answered affirmatively, the City's concurrence shall be given.

a. Do the proposed exterior finishes and characteristics of the planned improvements reflect and are they compatible with those within the Neighborhood?

b. Does the GVSU Belknap Master Plan reasonably reflect sensitivity to parking, mass transit, pedestrian, bicycle, vehicular, lighting, emergency access, loading and delivery, City infrastructure related accessibility, general landscaping, grading and sloping, and drainage concerns?

c. Will the proposed development of the northerly edge of Blocks 1, 3, 4 and 5 of GVSU's Belknap Property provide appropriate buffering for the residences located north of GVSU's Belknap Property?

d. Are the infrastructure needs for the development of GVSU's Belknap Property addressed in a manner that is financial feasible and practicable and that is consistent with other development in the City and the Neighborhood?

e. Were the comments and concerns expressed by NOBL and other interested people from the Neighborhood appropriately considered in the GVSU Belknap Master Plan?

2. The City Planning Director, unless GVSU otherwise agrees, shall inform GVSU in writing within 30 calendar days after GVSU provides to the City Planning Director the GVSU Belknap Master Plan showing any final changes made after the meeting to receive public comment (i) whether or not the Planning Director concurs with the GVSU Belknap Master Plan and (ii) whether or not, the GVSU Belknap Master Plan has sufficient dimensional, elevation, and finish details so that no more information needs to be provided prior to construction and installation pursuant to the GVSU Belknap Master Plan.

D. If the City Planning Director fails to concur with the GVSU Belknap Master Plan as provided in paragraph 1.C, GVSU may (i) make any additional changes in the GVSU Belknap Master Plan that GVSU wishes to make in a further effort to seek the City's Planning Director's concurrence, (ii) seek a meeting with one or more of the City Manager, the City's Mayor, and one City Commissioner in an effort to gain the City's concurrence with the GVSU Belknap Master Plan, (iii) undertake a combination of those efforts to gain the City's concurrence with the GVSU Belknap Master Plan using the criteria in paragraph 1.C.1, or (iv) withdraw its request of City Planning Director concurrence.

E. If the GVSU Belknap Master Plan includes sufficient dimensional, elevation and finish details, once the City has concurred with the GVSU Belknap Master Plan and it is approved by the GVSU Board of Trustees (if, in GVSU's sole determination, such approval is needed), GVSU may develop GVSU's Belknap Property in accordance with the GVSU Belknap Master Plan without further collaboration with the City. If GVSU determines that changes in the GVSU Belknap Master Plan are necessary or desirable, GVSU agrees to further collaborate with the City and, if appropriate as provided in this paragraph 1.D, with people of the Neighborhood.

1. If the proposed change in the GVSU Belknap Master Plan is a minor change, consultation with and concurrence of the City's Planning Director will be all the collaboration that is needed. If the proposed change is a major change, the parties shall hold a least one public meeting to hear comments on the proposed change in the GVSU Belknap Master Plan, notification of which will be given in the same manner as described in paragraph 1.B above.

2. Any change that affects parking, mass transit, pedestrian, bicycle, vehicular, emergency access, loading and delivery, City infrastructure related accessibility, grading or sloping, issues and any change not listed as a minor change is a major change. The following proposed changes in the GVSU Belknap Master Plan are minor changes: (i) alterations that lessen the intensity of use(s) without compromising the GVSU Belknap Master Plan, (ii) changes in a building size of up to 15% in its footprint, (iii) movement of buildings or other structures by not more than 5 feet (iv) replacement of plant material(s) with comparable material(s) of same or better size and quality, (v) changes in exterior finishes that do not affect the overall character of the appearance, (vi) changes required by county, state, or federal agencies, and (vii) changes in uses that are not changes from residential to another use.

3. Concurrence with changes shall be considered and may be addressed in the same way as for initial concurrence with the GVSU Belknap Master Plan.

F. In the event GVSU elects not to submit the GVSU Belknap Master Plan to the City Planning Director for concurrence or GVSU withdraws its request for concurrence of either the GVSU Belknap Master Plan or a subsequent major change, either GVSU or the City may pursue its rights under paragraph 7.

2. Housing. GVSU intends to encourage the continued use of its existing housing on a portion of GVSU's Belknap Property to be occupied by persons who may not be GVSU students which the City and NOBL encourage.

A. GVSU's Belknap Property includes a number of residential housing units. GVSU expects to:

1. Invest, as GVSU determines may be practicable given their condition and GVSU's plans, in certain housing units to bring them in compliance with and maintain them in compliance fire, construction, housing, and property maintenance codes in effect in the City. GVSU expects to reinvest rents it receives in excess of operational costs (or any other amounts GVSU, in its sole discretion decides to invest) in that housing. GVSU will notify the City if GVSU determines to no

longer rent one or more of those housing units and shall explain GVSU's reasons for that determination.

2. Rent them to current or new tenants at rental rates generally reflecting those for similar existing rental units in the Neighborhood.

B. Using the Great Housing Strategies document dated September 18, 2015, as guidance, GVSU shall prepare a Request for Proposals ("RFP") for the purpose of soliciting proposals by developers for them to develop affordable housing within the northerly 140 feet of Block 2 of the GVSU Belknap Property. Prior to the distribution of the RFP, GVSU shall meet and confer with representatives of the City and NOBL for comment about the RFP. Thereafter, GVSU shall distribute the RFP, receive all responses, evaluate the responses and take any further action GVSU deems appropriate for proceeding with any proposals. During its evaluation of the responses to the RFP, GVSU shall provide copies of the responses to and confer with the City and NOBL about the responses. Any housing project must follow all City approval processes and requirements and, unless the City and NOBL consent otherwise, shall be consistent with the Belknap ASP. GVSU is not obligated to put any of its funds into such project and may elect to sell such property to a developer for development consistent with the intent of this MOU-Belknap and GVSU Belknap Master Plan.

C. Except as to Block 2 of GVSU's Belknap Property and as otherwise provided in this paragraph 2.C, no demolition, site work or other activities shall occur on any of the remainder of GVSU's Belknap Property until the GVSU Belknap Master Plan is completed according to the MOU-Belknap. However, GVSU may undertake such utility and other infrastructure work on any part of the remainder of GVSU's Belknap Property as GVSU and the City agree are reasonably necessary to complete the Phase 1 development.

3. Neighborhood Employment. GVSU has suggested that development of GVSU's Belknap Property will provide opportunities for Neighborhood residents to be employed in jobs during the construction of improvements to GVSU's Belknap Property or, more permanently, in jobs at GVSU's Belknap Property after it is developed. GVSU will encourage its contractors and subcontractors to hire Neighborhood residents for jobs connected with GVSU's development of GVSU's Belknap Property. In addition, GVSU will require its contractors and subcontractors to track employment of Neighborhood residents during the Phase 1 development of GVSU's Belknap Property and will endeavor to do so for any subsequent initial construction in accordance with the GVSU Belknap Master Plan that GVSU undertakes of the remaining portions of GVSU's Belknap Property. This effort to have contractors and subcontractors track employment of Neighborhood residents shall expire 15 years after the date of this MOU-Belknap or when GVSU's practice of requiring that tracking ends, whichever occurs later. For two years after the opening of the Phase 1 building, GVSU will also encourage its Human Resources Office to hire properly qualified Neighborhood residents for appropriate GVSU positions on GVSU's Belknap Property. When requested by the City, GVSU will report to the City its best understanding about how many Neighborhood residents were or are employed as a result of the development of GVSU's Belknap Property.

4. City Infrastructure. The parties acknowledge the City has already made infrastructure improvements in the vicinity of GVSU's Belknap Property, most prominently, improvements to Lafayette Street north of GVSU's Belknap Property. The parties have discussed the concept of a Lafayette "gateway" concept as envisioned in the Belknap ASP to enhance the Neighborhood and GVSU's project on GVSU's Belknap Property. The parties have also discussed other possible infrastructure improvements that might be necessary or desirable to complete Phase 1. Toward that end:

A. GVSU and the City will review and consider existing traffic studies and other information relating to vehicular and pedestrian access to GVSU's Belknap Property and to the Neighborhood as a result of the development of GVSU's Belknap Property to consider what, if any, data and analyses are needed, who should obtain that data and analyses, who will be engaged to provide it, and how the costs of obtaining the additional data and analyses will be paid. The City and GVSU will consider whether other infrastructure improvements may be necessary or beneficial.

B. The City agrees to work with GVSU to address infrastructure needs for development of GVSU's Belknap Property in the same way the City has worked with GVSU on such issues in the past (which is the same way the City works with other developers in the City). GVSU and the City will engage in

the same infrastructure review and approval procedures and processes the City normally uses in connection with any proposed development. Similarly, the City and GVSU will address how to pay for portions of infrastructure in the same ways the City and GVSU have addressed such issues in the past (which is the same way the City works with other developers in the City). As will all such projects, the City's participation in the cost of any infrastructure project undertaken by the City pursuant to this IMOU will be subject to available funding sources and budgeting.

C. The parties will continue to use their current collaborative work group approach with NOBL and people of the Neighborhood as they consider access, traffic, pedestrian pathways and crossings, safe routes to schools, and related issues connected to infrastructure to serve GVSU's Belknap Property, especially Block 2. The parties intend those efforts to ensure all stakeholders' views and concerns will be considered and addressed in a manner that improve the resulting Phase 1 Plan and the GVSU Belknap Property Master Plan.

5. Continued Engagement.

A. The parties agree that their continued engagement in regular communication and meetings is essential to maintaining their collaboration and improving the resulting development of the GVSU Belknap Master Plan. According to the SmithGroup JJR scope of work (Exhibit B), a Steering Committee shall be formed (including NOBL representatives) to assist SmithGroup JJR in its development of the GVSU Belknap Master Plan that will meet as needed to address issues as provided in this MOU-Belknap through the development of the GVSU Belknap Master Plan.

B. The parties agree that their continued engagement in regular communication and meetings is essential to maintaining their collaboration even after completion of Phase 1 and after completion of the GVSU Belknap Master Plan. Therefore, GVSU, the City and NOBL representatives shall continue to meet at least semi-annually at least until the initial construction of GVSU's Belknap Property in accordance with the GVSU Belknap Master Plan is fully completed. Either GVSU or the City may initiate those meetings or they may occur by attendance at regularly or specially scheduled NOBL board meetings.

C. Because the parties recognize the importance of communications between them any communications shall be copied to the City Manager, Deputy City Manager, GVSU Vice President for Finance and Administration, GVSU Associate Vice President for Facilities Planning, the GVSU Community Relations Director, the NOBL Executive Director and the NOBL Board Chairperson.

6. Additional Agreement(s). The parties may enter into additional agreements and may include other parties in such agreements to address issues such as infrastructure use and improvement, financial arrangements, and other development-related issues.

7. Final Items.

A. The parties want to ensure they try to resolve any dispute arising from this MOU-Belknap before involving a court. Therefore, they hereby agree to follow a pre-court process. A party believing itself aggrieved (the "aggrieved party") shall submit to the other party (the "responding party") a written explanation of and information supporting the aggrieved party's position. Within 21 days (or a longer time if the parties agree) of the responding party's receipt of the aggrieved party's written submission, the responding party shall submit to the aggrieved party a written explanation of and supporting information for the responding party's position. Within 28 days after the aggrieved party's receipt of the responding party's written submission, representatives of the parties shall meet to discuss their respective positions and to find a mutually acceptable way to address their respective concerns. If that meeting is unsuccessful and the parties believe subsequent meetings may be beneficial, the parties may schedule additional meetings and, if they wish to do so, may agree upon a neutral party to help facilitate such meetings. However, when, after the initial meeting, either party determines that additional meetings are unlikely to lead to an acceptable resolution, that party shall communicate that determination to the other party and the parties will then have all remedies available at law or in equity. This provision shall not prohibit any party from initiating litigation where failure to do so would result in loss of a claim for any reason, such as non-compliance with a statute of limitations.

B. The parties respectfully disagree about the extent to which GVSU's status under the constitution and laws of the state of Michigan and the GVSU Board's authority to operate and carryout GVSU's mission and the City's land use regulation and authority may apply to the development or use of GVSU property. The parties do not want this MOU-Belknap or the IMOU to affect their rights in any legal dispute they may have. The parties therefore agree that in any lawsuit (i) the City shall not use this MOU-Belknap or the IMOU or GVSU's compliance with this MOU-Belknap or the IMOU to claim GVSU has conceded the City's jurisdiction or as part of any other defense against any legal position advanced by GVSU, and (ii) GVSU shall not use this MOU-Belknap or the IMOU to claim that the City has conceded any limitations its regulation or authority over GVSU property or as part of any other defense against any legal position advanced by the City.

C. This MOU-Belknap is not intended and the parties agree that it does not create any legal right, property interest or legal standing to any individual, group of individuals, or any non-governmental entity to initiate or pursue legal action against either the City or GVSU to enforce any provision of this MOU-Belknap. In addition, GVSU shall not be subject to any legal action by NOBL to enforce any provision of this MOU-Belknap.

1. This means either GVSU or the City may pursue legal action against one another pursuant to or to enforce any provision of this Agreement.

2. It also means either NOBL or the City may pursue legal action against one another pursuant to or to enforce any provision of this Agreement.

3. However neither GVSU nor NOBL may pursue legal action against one another pursuant to or to enforce any provision of this Agreement.

D. If GVSU elects not to submit the GVSU Belknap Master Plan to the City Planning Director for concurrence or GVSU withdraws its request for concurrence of either the GVSU Belknap Master Plan or a subsequent major change, either the City or GVSU may terminate this MOU Belknap by sending written notice to the other and either GVSU and the City may then exercise their rights at law or in equity as provided in subparagraphs 7.B, 7.C, and 7.F of this MOU-Belknap.

E. This MOU-Belknap is contingent upon the fulfillment of the requirements and obligations of the IMOU. Therefore, if the IMOU is terminated by either the City or GVSU in accordance with its terms, either GVSU or the City may also terminate this MOU-Belknap by sending written notice to the other. If this MOU-Belknap is terminated, GVSU and the City may exercise their rights at law or in equity as provided in subparagraphs 7.B, 7.C and 7.F of this MOU-Belknap.

F. Paragraphs 7.D and 7.E are the only provisions allowing termination of this MOU-Belknap as a course of action. Termination of this MOU-Belknap shall not be a remedy for any failure to comply with any term of this MOU-Belknap. However, the parties agree that, in addition to any legal remedies for damages, remedies for other failures to comply with the terms of this MOU-Belknap shall include equitable remedies such as specific performance, mandamus and injunctive relief.

The parties have signed this MOU-Belknap and intend it to be effective as of the date first written above.

[SIGNATURES ARE ON THE NEXT PAGE.]

GRAND VALLEY STATE UNIVERSITY

By: _____
Thomas J. Haas, President

NEIGHBORS OF BELKNAP LOOKOUT

By: _____
_____, Board Chairperson

By: _____
Kristi DeKraker, Executive Director

CITY OF GRAND RAPIDS

By: _____
Rosalynn Bliss, Mayor

Attest: _____
Darlene O'Neal, City Clerk

Approved as to form:

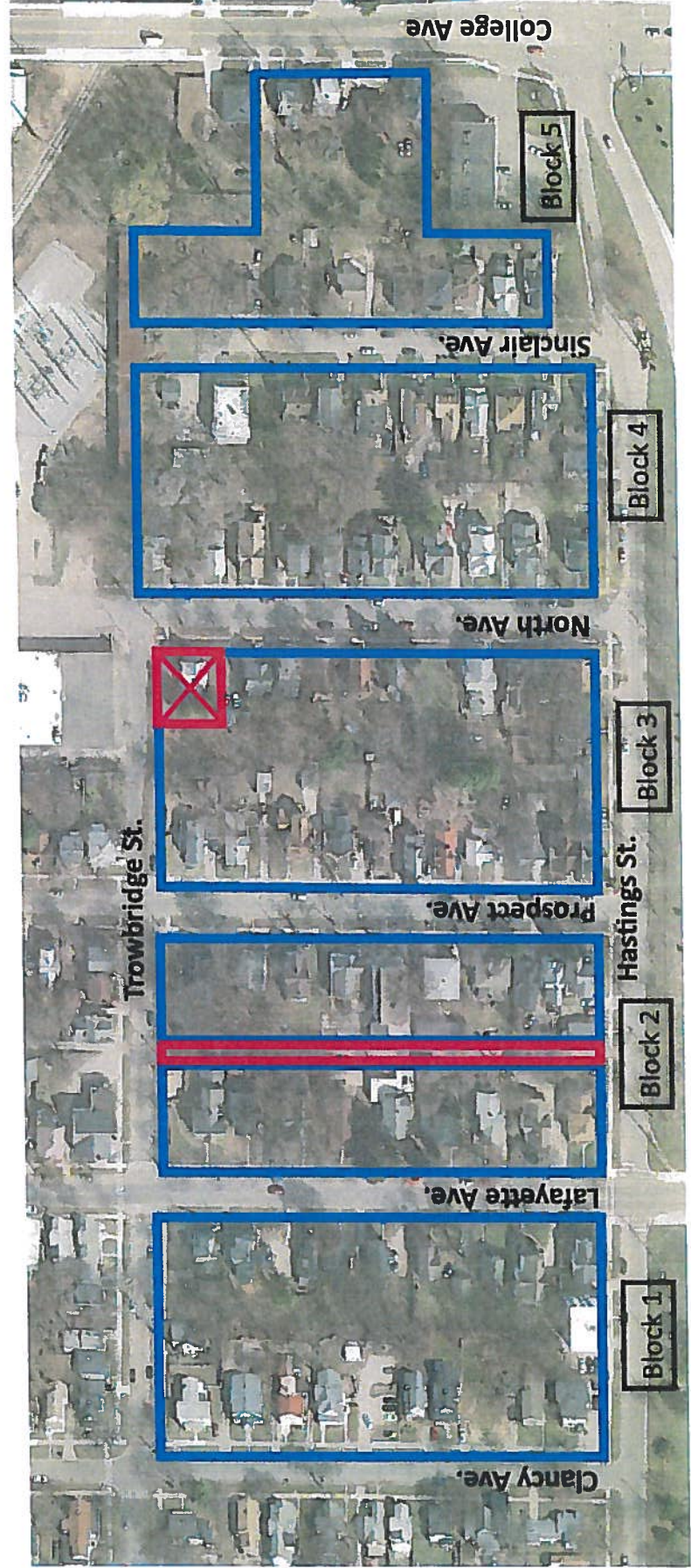
Catherine Mish, City Attorney

Approved by City Commission Proceeding No. _____,
adopted on February 9, 2016

EXHIBIT A

DEPICTION OF GVSU's BELKNAP PROPERTY

GVSU's Belknap Property, depicted below, is generally bordered on the west by Clancy Street, on the north by Trowbridge Street, on the east by College Avenue and on the south by Hastings Street, though as the depiction shows, GVSU does not own all the parcels within those blocks.





R0059951

October 19, 2015

Mr. James Moyer
Assistant Vice President for Facilities Planning
Grand Valley State University
1008 Service Building
1 Campus Drive
Allendale, Michigan 49401-9403

Re: Grand Valley State University
Health Hill Campus Master Plan

Dear James:

SmithGroupJJR is honored to provide you this proposal to prepare a planning study for the Health Hill district of the Grand Valley State University (GVSU) Pew Campus in downtown Grand Rapids, Michigan. This study will assist the University in determining the optimal short- and long-term land use, density, building massing and circulation plan for the GVSU-owned property between Michigan Street and Trowbridge Street, from Clancy Avenue to just east of College Avenue in downtown (Attachment A). In this study, we will also consider the larger context of the healthcare, educational and research activities within the "Medical Mile" area, per the attached graphic (Attachment B).

Specifically we will provide:

- campus planning as it relates to the GVSU property and in coordination with the adjacent neighborhood,
- analysis of building massing and scale,
- analysis of transitions between campus and neighborhood, and
- site design services.

It is understood that a civil/infrastructure engineer will be contracted directly by the University, if required. Services of other consultants will be provided as additional services, if required.

Our team will conduct an open and transparent planning process and will work collaboratively with the University, Neighbors of Belknap Lookout Neighborhood Association (NOBL), and the City of Grand Rapids (City). We recommend that a project Steering Committee be convened with representatives of these entities to oversee the planning direction of this project.

PLANNING AND PROPOSAL ASSUMPTIONS

- GVSU will designate a single individual to act as overall Client project manager and coordinator for this project.
- This individual will be responsible for arranging and coordinating all meetings and open houses, including notification, scheduling, and locations. This person will also be responsible for collecting and distributing all information on the Data Collection List to the consultant.
- SmithGroupJJR will provide brief meeting notes for meetings with GVSU, the Steering Committee and City staff.
- SmithGroupJJR will work with a Steering Committee comprised of approximately 10-12 people from GVSU, NOBL, and City representatives. This Steering Committee will be responsible for the establishment of

Mr. James Moyer

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planning principles to guide the process, review and evaluation of planning analyses and alternatives, and consensus on planning recommendations of this study.

- Final direction and approval of recommendations will come from GVSU.
- SmithGroupJJR will incorporate existing Building Condition Surveys as provided by GVSU.
- This planning study will take place over a 12 to 18-month period, with meetings and open houses scheduled in advance, at the beginning of the project.

Our proposed Scope of Services will accomplish this planning study in four phases:

- I. Initiation and Analysis
- II. Planning Alternatives
- III. Plan Development
- IV. Documentation.

SCOPE OF SERVICES

Basic Services

I. Initiation and Analysis

A. Project Initiation (Meeting #1)

SmithGroupJJR will begin the process with a Project Initiation meeting with GVSU and City staff to review the scope, deliverables, schedule, committee structure and representation. We will make refinements to the proposed process and schedule based on feedback during the meeting.

SmithGroupJJR will tour the study area and environs with a representative from GVSU familiar with the site and surroundings to understand current issues and opportunities.

B. Data Collection

Our team will prepare a Data Collection List of all information required to conduct this study. Typical information will include:

- Existing zoning, plus existing and future city land use plans for the study area and district
- Proposed plans within the study area currently in the planning approval process and/or under construction
- Recent and current planning studies from the City related to infrastructure, transportation, parking, open space, or other relevant elements
- City information on patterns and changes in parcel ownership for the study area, for the year 2004 and the year 2014.

C. Project Kick-off (Meeting #2)

SmithGroupJJR will meet with the Steering Committee as part of a two-day kick-off visit to introduce the team, review the objectives and schedule for the planning study, and establish the planning principles that will guide this effort.

As part of this visit, SmithGroupJJR will conduct separate meetings with relevant City staff and area stakeholders to collect data and understand current planning and development initiatives in the Medical Mile

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area. Our team will also meet with GVSU faculty and staff to update assumptions on future university growth and space demand for this district of the downtown campus.

To conclude this visit, SmithGroupJJR will host an informal public open house to introduce the team, planning study purpose and area, and to understand area issues and concerns.

D. Analysis

SmithGroupJJR will conduct the following tasks:

- A general analysis of existing campus site conditions, which will include land use and general building uses, existing density and zoning, pedestrian circulation patterns, existing open space, potential for future green space, major utilities, future master plan recommendations, and other relevant issues for the GVSU property.
- A general analysis of existing neighborhood site conditions, which will include land use and general building uses, existing density and zoning, pedestrian circulation patterns, existing open space and linkages, potential for future green space, major utilities, future master plan recommendations, and other relevant issues.
- A broad assessment of the University's future facility needs including both buildings and outdoor spaces such as recreation, streets, and parking.
- We will coordinate with the Owner's civil/infrastructure engineer as they produce an engineering analysis of the current utility infrastructure within the study area.

E. Analysis Presentation (Meeting #3)

SmithGroupJJR will meet with the Steering Committee to review and refine the planning principles and present the summary analysis of the place that the University holds in the larger community and establishment of parameters for exploring campus development strategies in the next phase.

II. Planning Alternatives

A. Preparation of Alternatives

SmithGroupJJR will prepare up to three alternative planning strategies for future development of the GVSU-owned property in accordance with the planning principles and future space needs determined in Phase I. Alternatives will be diagrammed in two-dimensional plan views with basic three-dimensional modeling to show options for future land use, density, circulation, open space, parking and infrastructure within the site limits of the Campus Study Plan (Attachment A).

An analysis of the implications of the alternative campus development strategies on properties beyond the limits of GVSU-owned property will be considered and documented.

B. Alternatives Review (Meeting #4)

SmithGroupJJR will conduct a presentation and review session with the Steering Committee to evaluate and discuss the alternative planning strategies. Through a facilitated discussion, the pros and cons of each alternative will be discussed with the Steering Committee, with the goal to identify those ideas that have merit and should be explored further in plan development.

As part of this visit, SmithGroupJJR will hold a separate meeting with relevant City staff to present the alternatives and receive specific feedback from the City's perspective on the viability of each alternative and potential impact to the larger neighborhood and study area. SmithGroupJJR will also host an informal public

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open house to introduce the alternatives and gain feedback from area stakeholders and neighbors on the pros and cons of each alternative.

To conclude this visit, SmithGroupJJR will meet with GVSU representatives to discuss the feedback received and agree upon the consensus strategy to develop into the preliminary plan.

III. Plan Development

A. Preferred Direction

SmithGroupJJR will prepare a preliminary draft plan based on the direction received at the end of the Planning Alternatives phase above. This draft plan will be prepared as a two-dimensional plan view and generalized three-dimensional model to show proposed land uses, density, building massing and scale, transition uses, open space, circulation (pedestrian, non-motorized and vehicular), parking, and future utility corridors as appropriate.

B. Preliminary Plan Review (Meeting #5)

SmithGroupJJR will present the preliminary draft plan to the Steering Committee for their review and comment.

C. Plan Refinement

SmithGroupJJR will refine and further develop the draft plan based on feedback received during Meeting #5. We will produce one (1) perspective rendering showing significant building and/or sitework initiatives on campus based on the option selected by GVSU. Plan view drawings and the three-dimensional model will be refined to illustrate the following:

- Transportation (motorized and non-motorized) networks (present and future)
- Utility networks (present and future)
- Building condition surveys (as provided by GVSU)
- GVSU occupied space (present)
- GVSU proposed space (2018, 2025, and 2050)
- Massing concepts
- Transition concepts between neighborhood and University
- Land use concepts
- Parking availability (present and future)

D. Design Principles Document

We will prepare an architectural and landscape design principles document illustrating an appropriate architectural and landscape design expression for the campus which builds upon the University's existing campus image. Such guidance shall include appropriate transitional uses, building massing and scale between the neighborhood and the campus, non-motorized personal movements, and vehicular access patterns. This document will be organized and presented in a format which will allow it to establish a basic architectural and landscape design expression for future campus buildings and landscape projects.

E. Landscape Design Study

Our team will prepare a landscape design study proposing conceptual level designs for developing the campus outdoor open spaces, for the GVSU properties on Health Hill.

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F. Draft Implementation Plan

SmithGroupJJR will work with GVSU staff to prepare a preliminary phasing strategy and master plan level opinion of construction costs for the implementation of the several infrastructure and building projects which may be proposed in the campus plan. Upon GVSU's review, we will revise the phasing and implementation plan that can be used by the university in their development of a capital planning strategy for the study area. We will coordinate the phasing and implementation plan jointly with City representatives and GVSU staff for potential projects that may involve public or other government funding.

G. Final Draft Plan Review (Meeting #6)

SmithGroupJJR will present the Final Draft Plan, Design Principles, Landscape Design Study and Draft Implementation Plan to the Steering Committee for their review and comment.

As part of this visit, SmithGroupJJR will hold a separate meeting with relevant City staff to present the Final Draft Plan and related products for City review and feedback. In addition, we will host a public open house to present the plan and gain feedback from area stakeholders and neighbors.

To conclude this visit, SmithGroupJJR will meet with GVSU representatives to discuss the feedback received and agree upon final revisions necessary for all products.

IV. Documentation

A. Draft Report and Review

SmithGroupJJR will prepare a draft report to include a brief narrative describing the process, principles, alternatives, and final recommendations. The draft report will include all materials generated as part of the Plan Development phase, including a colored, rendered illustrative plan showing the proposed master plan and a series of analytic overlays to this plan assessing pedestrian circulation, vehicular circulation, parking, outdoor open space, building use, and other general planning information.

SmithGroupJJR will provide two bound color copies and electronic files (PDF) of the draft report and master plan to GVSU for their review and input.

B. Final Documentation

SmithGroupJJR will revise the draft report and master plan per comments received from GVSU. A summary of master plan recommendations and deliverables outlined above will be included in ten (10) copies of an 11" x 17" bound Project Report. A Project Report Appendix will include copies of meeting minutes and other relevant project data and correspondence.

C. Final Presentation (Meeting #7)

SmithGroupJJR will make one final presentation to the Steering Committee and one final public open house presentation of the final plan and recommendations.

Extra Services

In addition to the above services, SmithGroupJJR would be pleased to provide Extra Services that are requested by GVSU. Labor and reimbursable expenses for services in addition to those described above shall be compensated in

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SmithGroupJJR

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accordance with SmithGroupJJR's Standard Fee and Reimbursement Schedule for the actual hours worked and costs incurred by SmithGroupJJR. Attached is SmithGroupJJR's Standard Fee and Reimbursement Schedule for Extra Services. Extra Services may include, but are not limited to, the following:

- Preparing a digital three-dimensional model of the campus topography, as an additional service to a basic three-dimensional model of campus facilities identified in the Basic Services above.
- Providing services to investigate existing conditions of facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information, including survey information furnished by GVSU.
- Providing services to investigate the work of separate consultants retained by GVSU.
- Revising drawings or other documents when the revisions are inconsistent with written approvals or instructions previously given; required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; and/or due to other causes not solely within SmithGroupJJR's control.
- Preparing perspectives, renderings, or models prepared upon GVSU's request and not otherwise provided herein.
- Attending meetings or making presentations to interested groups or agencies other than those specifically provided herein.

SCHEDULE

SmithGroupJJR anticipates this planning study will take approximately 12 to 18 months to complete, inclusive of meetings and review periods between phases. The following is a draft schedule by phase, however, we will work with GVSU to tailor our approach and scheduling with you.

<u>Planning Phase</u>	<u>Start</u>	<u>End</u>	<u>Duration</u>
I. Initiation and Analysis	10/21/2015	01/20/2016	12-14 weeks
II. Planning Alternatives	01/20/2016	04/13/2016	10-12 weeks
III. Plan Development	04/13/2016	08/17/2016	16-18 weeks
IV. Documentation	08/17/2016	12/07/2016	12-16 weeks

COMPENSATION

Basic Services

GVSU shall compensate SmithGroupJJR for the SERVICES and in accordance with the Conditions of this Agreement for a lump sum fee of \$120,600.00 (one hundred twenty thousand and six hundred dollars). Our proposed fee breakdown by phase is as follows:

I. Initiation and Analysis	\$32,700
II. Planning Alternatives	\$12,400
III. Plan Development	\$45,900
IV. Documentation	\$29,600

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SmithGroupJJR

LETTER FORM PROPOSAL

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10/19/2015

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Reimbursable Expenses

Reimbursable expenses are excluded from SmithGroupJJR's basic compensation as described, and GVSU shall, in addition to payment for the Basic Services, reimburse SmithGroupJJR for these expenditures made in the interest of the project. Such reimbursable expenses include travel costs for seven trips for 2 people (on average) and include, but are not limited to, those items noted in the attached Standard Fee and Reimbursement Schedule. The total reimbursable costs to perform the SERVICES shall not exceed \$11,100 (eleven thousand one hundred dollars) and SmithGroupJJR will not exceed this amount without prior approval by GVSU. This reimbursable expense estimate includes approximately \$5,000 for printing 10 copies of the final report.

The information contained in the above SCOPE OF SERVICES is proprietary and shall not be disclosed to any parties outside of GVSU's staff, or be duplicated, used, or disclosed in whole or part for any purpose other than to evaluate the proposal. Should the proposal be accepted, GVSU shall have the right to duplicate, use, or disclose the information to the extent provided through a written agreement with SmithGroupJJR.

INDEMNIFICATION

It is agreed to by Grand Valley State University in the event documents prepared by SmithGroupJJR are incorporated by Grand Valley State University as a part of the construction contract, SmithGroupJJR will be provided an opportunity to review the proposed general conditions of the construction contract. Any terms and conditions that are beyond those normally and customarily provided by design professionals similarly situated will not be a part of SmithGroupJJR's obligations. Further, such general conditions shall contain an indemnification provision extending from the Contractor to both Grand Valley State University and SmithGroupJJR. Also, both Grand Valley State University and SmithGroupJJR shall be named as an Additional Insured on Contractors general liability insurance.

PAYMENTS

Invoices will be prepared monthly on the basis of percentage of completion.

All payments due to SmithGroupJJR shall be made monthly upon presentation of the statement of services rendered. All payments due SmithGroupJJR under this agreement shall bear interest at one-and one-half (1½%) percent per month commencing thirty (30) days after the date of billing.

DELIVERY OF CADD GRAPHIC FILES

Any electronic/data/digital files (Files) from SmithGroupJJR shall be deemed Instruments of Service, and/or Work Product, as the case may be, for the Project identified above. Grand Valley State University covenants and agrees that: 1) the Files are Instruments of Service of SmithGroupJJR, the author, and/or Work Product of SmithGroupJJR, as the case may be; 2) in providing the Files, SmithGroupJJR does not transfer common law, statutory law, or other rights, including copyrights; 3) the Files are not Contract Documents, in whole or in part; and 4) the Files are not As-Built files. Grand Valley State University agrees to report any defects in the Files to SmithGroupJJR, within 45 days of the initial Files transmittal date (Acceptance Period). It is understood that SmithGroupJJR will correct such defects, in a timely manner, and retransmit the Files. Grand Valley State University further agrees to compensate SmithGroupJJR, as Additional Services, for the cost of correcting defects reported to SmithGroupJJR after the Acceptance Period. Grand Valley State University understands that the Files have been prepared to SmithGroupJJR's criteria and may not conform to Grand Valley State University drafting or other documentation

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standards. Grand Valley State University understands that, due to the translation process of certain CADD formats, and the transmission of such Files to Grand Valley State University that SmithGroupJJR does not guarantee the accuracy, completeness or integrity of the data, and that the Grand Valley State University will hold SmithGroupJJR harmless for any data or file clean-up required to make these Files usable. Grand Valley State University understands that even though SmithGroupJJR may have computer virus scanning software to detect the presence of computer viruses, there is no guarantee that computer viruses are not present in the Files, and that Grand Valley State University will hold SmithGroupJJR harmless for such viruses and their consequences, as well as any and all liability or damage caused by the presence of a computer virus in the Files. Grand Valley State University agrees, to the fullest extent permitted by law, to indemnify and hold SmithGroupJJR harmless from any and all damage, liability, or cost (including protection from loss due to attorney's fees and costs of defense), arising from or in any way connected with and changes made to the Files by Grand Valley State University

Under no circumstances shall transfer of Files to Grand Valley State University be deemed a sale by SmithGroupJJR. SmithGroupJJR makes no warranties, express or implied, of merchantability or fitness for any particular purpose.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY LAW, GRAND VALLEY STATE UNIVERSITY AGREES THAT THE TOTAL LIABILITY OF SMITHGROUPJJR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, NEGLIGENCE, BREACH OR OTHERWISE, SHALL NOT EXCEED AND SHALL BE LIMITED TO THE TOTAL COMPENSATION RECEIVED BY SMITHGROUPJJR UNDER THIS AGREEMENT.

MISCELLANEOUS PROVISIONS

SmithGroupJJR will use reasonable professional efforts and judgment in responding in the design to applicable federal, state and local laws, rules, codes, ordinances and regulations. Grand Valley State University acknowledges that certain state and local laws, rules, codes, ordinances and regulations may reference standards that are outdated and/or contrary with today's industry requirements. SmithGroupJJR cannot and does not warrant or guarantee that the Project will comply with all such outdated and/or contrary federal, state and local laws, rules, codes, ordinances and regulations

Notwithstanding anything to the contrary, nothing contained herein shall be construed: i) to constitute a guarantee, warranty or assurance, either express or implied, that the SmithGroupJJR's Services will yield or accomplish a perfect outcome for this Project; or ii) to obligate the SmithGroupJJR to exercise professional skill or judgment greater than the standard of care exercised by other similarly situated design professionals currently practicing in the same locale as this Project, under the same requirements of this Agreement; or iii) as an assumption by the SmithGroupJJR of liability of any other party.

SmithGroupJJR will use reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as applicable to this Project. Grand Valley State University acknowledges that requirements of ADA, as well as other federal, state and local laws, rules, codes, ordinances and regulations, will be subject to various and possibly contradictory interpretations. SmithGroupJJR cannot and does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations

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SmithGroupJJR

SMITHGROUP JJR

James, thank you for the honor of proposing on the Health Hill Planning Study for GVSU. We look forward to working with you to tailor our scope and fee to meet your requirements for this important project.

Sincerely,



Mary L. Jukuri, ASLA
Principal

This document will serve as an agreement between us, and you may indicate your acceptance by signing in the space provided below and returning one (1) signed copy for our files.


SmithGroupJJR (Signature)

Thomas L. Mroz Jr., Senior Vice President
(Printed name and title)

October 19, 2015
Date


Grand Valley State University (Signature)
James H. Moyer
Associate Vice President
Facilities Planning
Grand Valley State University
(Printed name and title)

11/10/2015
Date

Attachment 'A' – GVSU Owned Property-May 2015
Attachment 'B' – Grand Rapids "Medical Mile" Area Plan
Attachment 'C' – Standard Fee and Reimbursement Schedule

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SmithGroupJJR

Appendix C: Overview of Regional Organizations

The people in the region benefit from several state and local programs focused on economic and workforce development provided by the Michigan Economic Development Corporation (MEDC), Lansing Economic Development Corporation (LEDC), and Lansing Economic Area Partnership (LEAP). While these initiatives provide broad support for emerging industries and technology development, they have specific targets to expand opportunity for underrepresented groups. However, there is room to develop more targeted programs specifically in advanced material science, especially through partnerships with higher education institutions and K–12 programming, to build a stronger talent pipeline in this emerging field.

State Agencies

State agencies like the Michigan Department of Labor and Economic Opportunity (LEO) and Michigan Economic Development Corporation (MEDC) provide critical programs for workforce training and technological innovation, supporting the growth of industries like advanced material science.

- **LEO—Going PRO Talent Fund:** Offers grants to employers for training employees in high-demand sectors, including advanced manufacturing and materials science, helping businesses maintain a skilled workforce.¹
- **MEDC—Tech startup support:** Provides funding, mentorship, and business incubation to help tech startups, particularly in advanced manufacturing and materials innovation.²
- **MEDC—STEAM Ahead:** Supports internships and talent retention in STEAM fields, connecting companies with skilled workers through paid internships.³

Economic Development Organizations

The region's economic development is supported by LEAP, LEDC, Clinton County Catalyst, and Shiawassee Economic Development Partnership, all of which are focused on attracting businesses and fostering growth. These organizations present significant opportunities for continued partnership and expansion, particularly in enhancing resources for startups, supporting BIPOC entrepreneurs, and aligning efforts to strengthen the regional economy.

Lansing Economic Area Partnership

LEAP, which is committed to attracting and retaining businesses, investment, and people to the capital region, is a key member of the MARS consortium, serving on the steering committee and the lead of the economic development workgroup. LEAP supports entrepreneurs and startups, with a focus on sustaining equitable economic development through programs such as Ascend and Elevate for Hispanic-, Latinx- and

¹ <https://www.michigan.gov/leo/bureaus-agencies/wd/programs-services/going-pro-talent-fund>

² <https://www.michiganbusiness.org/services/entrepreneurial-opportunity/>

³ <https://www.michiganbusiness.org/steam-ahead/>

Black-owned businesses.⁴ LEAP's four key industry clusters are agricultural technology (agtech or AgTech) and food innovation; insurance services and insurance technology (Insurtech), medical technology (medtech), accelerator and life sciences; and mobility and autonomous tech.⁵ Programs of interest could include the TREK Small Business Support Hub, which is focused on entrepreneurship and expanding innovation, and PROTO Accelerator, which provides physical materials and resources for startups.^{6,7}

Lansing Economic Development Corporation

The LEDC supports programs to cultivate growth among existing and starting businesses in Lansing. However, current programming is limited in resources and could be expanded in capacity to service more businesses in the region. Two programs of interest are the Capital Access Program, which helps small businesses across Michigan secure loans from banks and lending institutions to facilitate their growth, and the LEED initiative, currently funded through ARPA dollars.⁸ The LEED initiative specifically focuses on equipping BIPOC entrepreneurs with the financial resources and technical assistance they need to build strong, successful businesses.⁹

Clinton County Catalyst

Previously Clinton County Economic Alliance, the focus of Clinton County Catalyst remains to incite economic development through utilizing businesses, local governments, partners, and other organizations in the county. They look to provide sustainable and value-added services for business attraction, retention and growth, workforce development, and next-generation initiatives.¹⁰

Shiawassee Economic Development Partnership

The SEDP is primarily focused on attracting and drawing new business development to the county. The SEDP also facilitates local business connections and provides a range of business support services, including customized assistance for both new and established companies looking to expand in the region. Many of its investors are involved in the manufacturing and agribusiness industry.¹¹

Workforce Development Organizations

Capital Area Michigan Works! is the primary agent in workforce development in the region and is a key member of the MARS consortium, serving on the steering committee, as the lead of the workforce

⁴ <https://www.purelansing.com/find-a-site/financing-and-incentives/>

⁵ <https://www.purelansing.com/find-a-site/key-industries/>

⁶ <https://www.purelansing.com/grow-your-business/trek-small-business-support-hub/>

⁷ <https://www.protoaccelerator.com/startups>

⁸ https://img1.wsimg.com/blobby/go/0154c316-0cdf-4f17-b07e-6fbba47e3ef4/downloads/Program_Table.pdf?ver=1726081322742

⁹ [https://img1.wsimg.com/blobby/go/0154c316-0cdf-4f17-b07e-6fbba47e3ef4/Annual%20Impact%20Report%202023%20\(3\).pdf](https://img1.wsimg.com/blobby/go/0154c316-0cdf-4f17-b07e-6fbba47e3ef4/Annual%20Impact%20Report%202023%20(3).pdf)

¹⁰ <https://clintoncountycatalyst.org/>

¹¹ <https://sedpweb.org/about-us/investors>

development workgroup, and a member of the community engagement workgroup. CAMW! is a critical partner in supporting the development of MARS Hub workforce recruitment and training modules. CAMW! will build on and align existing programs to support the MARS Hub workforce needs. A program of note is MiCareerQuest, which connects employers with career seekers. This program focuses on introducing middle and high school students to opportunities in manufacturing and engineering, helping build a pipeline of skilled workers.¹²

Higher Education Institutions

Michigan State University

MSU offers a number of applicable degree programs in advance materials science and engineering programs, as well as housing the FRIB, which attracts significant regional, national and international research investments in MARS Hub–related technologies. The university also has a wide range of K–12 outreach efforts focused on STEM education and engagement. The Foundation serves as the MARS Hub’s lead entity and regional innovation officer, and the Vice President of Community Relations serves on the steering committee and as the lead of the community engagement workgroup.

¹² <https://www.micareerquestcapitalarea.com/>

Lansing Community College

LCC is host to the Center for Manufacturing Excellence (CME), which provides one- and two-year programs in application of materials science. Current CME programs include machine technology, industrial manufacturing engineering technology, and manufacturing engineering technology.¹³ Additionally, LCC's Business & Community Institute provides workforce development to the region, offering training for businesses to increase productivity, employee retention, communication, and organizational development.¹⁴

Intermediate School Districts

Programs at intermediate and local school districts are related to the practical application of advanced materials science through engineering, industrial manufacturing, and health sciences fields. The community engagement workgroup identified opportunities to develop new pathways at the K–12 level aligned to MARS Hub technologies, allowing for earlier exposure to advanced materials science and more equitable engagement by reaching students before they enter higher education. Ingham ISD, Clinton County RESA, and Waverly School District are community engagement workgroup members.

The MARS Hub will align education outreach with existing CTE programs, including:

- **Ingham ISD:** The Wilson Talent Center offers an Engineering Technologies program focused on 3-D modeling, robotics, and metalworking. The Capital Region Technical Early College (CRTEC), accessible through multiple intermediate school districts, provides high school students with pathways to earn college credits in technical fields.
- **Eaton RESA:** Eaton RESA offers programs in automotive technology, heavy equipment operation, mechanical engineering, and manufacturing, providing practical hands-on training. Students can also earn early college credits through CRTEC.
- **Shiawassee RESD:** Shiawassee RESD provides career and CTE programs in related fields like mechatronics, machine tool, and engineering, focusing on industrial and manufacturing technologies.
- **Clinton RESA:** Clinton RESA offers a construction trades program but lacks specific programs in manufacturing or engineering. It also has a business management program that could be expanded to include entrepreneurial training.

Manufacturing Organizations

The Capital Area Manufacturing Council (CAMC) is a membership association that connects industry, education, and workforce development stakeholders to enhance Mid-Michigan's manufacturing competitiveness. CAMC is represented on the steering committee and the workforce development workgroup. CAMC partners strategically with organizations such as the Michigan Manufacturing Technology

¹³ <https://www.lcc.edu/academics/electrical-and-manufacturing/manufacturing-engineering-technology/index.html>

¹⁴ <https://www.lcc.edu/community/workforce/>

Center, LEAP, CAMW, and LCC to support their members through advocacy, training, and strategic collaboration across the capital region.

Fraunhofer USA Center Midwest (Fraunhofer USA CMW) combines a broad range of material development and processing capabilities and is located on MSU's campus. The center supports the advancement of applied research in new materials including by developing innovative solutions for thin film and diamond applications, technology transfer, and equipment training and installations. Fraunhofer USA CMW is represented on the steering committee and leads the technology workgroup.

The Michigan Manufacturing Technology Center (MMTC) is an organization dedicated to supporting small and medium-sized manufacturers in Michigan. It offers consulting and training services to enhance operational efficiency, drive innovation, and improve profitability. The center provides assistance in areas such as lean manufacturing, quality management systems, workforce development, and supply chain optimization. With a focus on strengthening Michigan's manufacturing sector, MMTC helps businesses navigate challenges, adopt advanced technologies, and remain competitive in the global market.

Appendix D: MARS Hub Manufacturing Survey

The survey below will be implemented with manufactures in the region to identify training and innovation needs of potential industry partners.

Q1. What are the main skill gaps you observe in your current workforce? (Select all that apply)

- Technical skills (e.g., machine operation, programming)
- Soft skills (e.g., communication, teamwork)
- Management skills (e.g., project management, leadership)
- Safety and compliance knowledge
- Innovation and problem-solving skills
- Other (please specify)

Q2. How often does your company provide upskill training for your staff?

- Regularly (e.g., monthly or quarterly)
- Occasionally (e.g., once or twice a year)
- Rarely (e.g., less than once a year)
- Never

Q3. What types of upskill training would be most beneficial to your company? (Select all that apply)

- Technical certifications and courses
- Workshops on new manufacturing technologies
- Management and leadership training
- Safety and compliance training
- Innovation and process improvement workshops
- Other (please specify)

Q4. How do you currently identify upskill training needs in your organization?

- Performance reviews
- Feedback from employees
- Industry trends and developments
- Production data and performance metrics
- Need for technological or process innovation
- External audits or assessments
- Other (please specify)

Q5. To what extent does your company invest in new technologies or process innovations?

- Significant investment
- Moderate investment
- Minimal investment
- No investment

Q6. What are the main drivers behind your company's innovation efforts? (Select all that apply)

- Increasing production efficiency
- Reducing costs
- Improving product quality
- Meeting customer demands
- Staying competitive in the market
- Regulatory compliance
- Other (please specify)

Q7. What types of innovations have you recently implemented in your manufacturing processes? (Select all that apply)

- Automation and robotics
- Advanced data analytics
- New materials or production methods
- Lean manufacturing practices
- Sustainability initiatives
- Digital twins or simulation technologies
- Other (please specify)

Q8. What barriers do you face when attempting to implement new manufacturing technologies or processes? (Select all that apply)

- High costs
- Lack of skilled personnel
- Resistance to change within the organization
- Insufficient training or support
- Regulatory or compliance issues
- Integration with existing systems
- Other (please specify)
- No barrier to implementing new technologies

Q9. How could regional support or programs better assist your company in accessing and implementing upskill training and fostering innovation? (Select all that apply)

- Providing financial subsidies or incentives
- Offering tailored training programs and workshops
- Facilitating partnerships with educational institutions
- Creating networking opportunities with other manufacturers
- Providing access to expert consultants
- Offering resources for technology adoption
- Other (please specify)

Appendix E: CTE Programs and Enrollment



Michigan Department of Education
Office of Career and Technical Education - CTEIS REPORT



Unduplicated Career and Technical Education Basic Grant Enrollments : X0506 for 2022-2023

Report for: CEPD: 30

	Total Enrollment	M	F	Amer Ind.	Asian/Pac	Black	Hisp.	White	Multi	DSB	Econ	SP	LEP	Migr	Mil	HL	Fost	OW	Spec	Non
F01 Agriculture, Food & Natural Resources	863	429	434	*	*	*	37	783	30	178	437	N/A	N/A	N/A	*	*	N/A	N/A	507	434
F02 Architecture & Construction	165	142	23	N/A	N/A	*	*	158	*	25	78	N/A	N/A	N/A	N/A	*	N/A	N/A	86	23
F04 Business, Management & Administration	121	55	66	N/A	N/A	*	*	113	*	*	36	N/A	N/A	N/A	N/A	*	N/A	N/A	39	N/A
F05 Education & Training	20	*	17	N/A	N/A	N/A	N/A	20	N/A	*	*	N/A	N/A	N/A	N/A	*	N/A	N/A	*	*
F06 Finance	22	15	*	N/A	N/A	N/A	*	21	N/A	*	*	N/A	N/A	N/A	N/A	N/A	N/A	N/A	10	15
F08 Health Science	23	*	21	N/A	N/A	*	N/A	22	N/A	N/A	*	N/A	N/A	N/A	N/A	N/A	N/A	N/A	*	*
F09 Hospitality & Tourism	100	42	58	N/A	*	*	*	91	*	17	58	N/A	N/A	N/A	N/A	N/A	N/A	N/A	65	58
F12 Law, Public Safety & Security	14	*	10	N/A	N/A	N/A	*	13	N/A	N/A	*	N/A	N/A	N/A	N/A	N/A	N/A	N/A	*	10
F13 Manufacturing	292	202	90	*	*	*	*	269	10	74	157	N/A	N/A	N/A	N/A	*	N/A	N/A	175	90
F14 Marketing	41	21	20	N/A	N/A	N/A	*	38	*	*	*	N/A	N/A	N/A	N/A	N/A	N/A	N/A	*	N/A
F15 Science, Technology, Engineering and Mathematics	51	43	*	N/A	N/A	*	*	46	*	*	26	N/A	N/A	N/A	N/A	N/A	N/A	N/A	29	*
F16 Transportation, Distribution & Logistics	39	26	13	N/A	N/A	N/A	N/A	36	*	*	22	N/A	N/A	N/A	N/A	*	N/A	N/A	24	13
SummaryTotals (Unduplicated)	1,751	984	767	4	6	14	60	1,610	57	312	850	N/A	N/A	N/A	6	N/A	N/A	N/A	964	656

Legend

M - Male Gender	Black - Black Race	DSB - Disabled / Handicapped	LEP - Limited English Proficiency	OW - Out of WorkForce
F - Female Gender	Hsp. - Hispanic Race	Econ. - Economically Disadvantaged	MIL - Military	Migr - Migrant
Amer - American Indian Race	White - White Race	SP - Single Parent	HL - Homeless	Spec - Special Populations
Asn/Pac - Asian/Pacific Islander Race	Multi - Two or more races	DH - Displaced Homemaker	Fost - In FosterCare	Non - Non Traditional

*** = Data provided is to low to assure confidentiality, N/P = Data was not provided**



Michigan Department of Education
Office of Career and Technical Education - CTEIS REPORT



Unduplicated Career and Technical Education Basic Grant Enrollments : X0506 for 2022-2023

Report for: CEPD: 31

	Total Enrollment	M	F	Amer Ind.	Asian/Pac	Black	Hisp.	White	Multi	DSB	Econ	SP	LEP	Migr	Mil	HL	Fost	OW	Spec	Non
F01 Agriculture, Food & Natural Resources	241	104	137	N/A	*	*	12	217	*	28	89	N/A	*	N/A	N/A	*	N/A	N/A	101	118
F02 Architecture & Construction	130	106	24	N/A	*	10	10	101	*	17	57	N/A	*	N/A	N/A	*	N/A	N/A	65	24
F03 Arts, A/V Technology & Communications	89	40	49	N/A	*	33	13	35	*	19	53	N/A	*	N/A	N/A	*	N/A	N/A	59	N/A
F04 Business, Management & Administration	291	186	105	*	17	39	43	153	38	46	150	N/A	19	N/A	*	*	N/A	N/A	176	N/A
F06 Finance	76	35	41	N/A	*	26	*	33	*	N/A	45	N/A	*	N/A	N/A	*	N/A	N/A	45	35
F08 Health Science	212	34	178	N/A	*	52	21	118	12	10	108	N/A	22	N/A	N/A	*	N/A	N/A	112	34
F09 Hospitality & Tourism	62	25	37	N/A	N/A	*	*	45	*	10	24	N/A	N/A	N/A	N/A	N/A	N/A	N/A	30	37
F10 Human Services	50	*	49	N/A	*	*	*	39	*	*	14	N/A	N/A	N/A	*	N/A	N/A	N/A	20	*
F11 Information Technology	382	244	138	N/A	14	45	42	253	28	42	166	N/A	17	N/A	*	*	N/A	N/A	192	19
F12 Law, Public Safety & Security	94	44	50	N/A	*	22	11	54	*	14	50	N/A	*	N/A	N/A	*	N/A	N/A	60	50
F13 Manufacturing	80	75	*	N/A	N/A	*	*	73	*	13	24	N/A	N/A	N/A	N/A	*	N/A	N/A	31	*
F14 Marketing	42	26	16	N/A	N/A	*	*	26	*	*	15	N/A	*	N/A	N/A	N/A	N/A	N/A	20	N/A
F15 Science, Technology, Engineering and Mathematics	49	42	*	N/A	N/A	*	*	33	*	*	18	N/A	N/A	N/A	*	N/A	N/A	N/A	22	*
F16 Transportation, Distribution & Logistics	82	70	12	N/A	*	*	*	67	*	13	27	N/A	*	N/A	N/A	*	N/A	N/A	35	12
SummaryTotals (Unduplicated)	1,880	1,032	848	1	58	257	190	1,247	127	228	840	N/A	82	N/A	19	N/A	N/A	N/A	968	342

Legend

M - Male Gender

Black - Black Race

DSB - Disabled / Handicapped

LEP - Limited English Proficiency

OW - Out of WorkForce

F - Female Gender

Hsp. - Hispanic Race

Econ. - Economically Disadvantaged

MIL - Military

Migr - Migrant

Amer - American Indian Race

White - White Race

SP - Single Parent

HL - Homeless

Spec - Special Populations

Asn/Pac - Asian/Pacific Islander Race

Multi - Two or more races

DH - Displaced Homemaker

Fost - In FosterCare

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Michigan Department of Education
Office of Career and Technical Education - CTEIS REPORT



Unduplicated Career and Technical Education Basic Grant Enrollments : X0506 for 2022-2023

Report for: CEPD: 51

	Total Enrollment	M	F	Amer Ind.	Asian/Pac	Black	Hisp.	White	Multi	DSB	Econ	SP	LEP	Migr	Mil	HL	Fost	OW	Spec	Non
F01 Agriculture, Food & Natural Resources	56	26	30	N/A	N/A	N/A	*	49	*	10	18	N/A	*	N/A	N/A	*	N/A	N/A	24	30
F02 Architecture & Construction	74	67	*	*	N/A	N/A	*	67	*	*	10	N/A	N/A	N/A	N/A	*	N/A	N/A	14	*
F03 Arts, A/V Technology & Communications	*	*	*	N/A	N/A	N/A	*	*	*	*	*	N/A	N/A	N/A	N/A	*	N/A	N/A	*	*
F04 Business, Management & Administration	318	162	156	*	*	*	24	265	20	30	89	N/A	*	N/A	*	*	N/A	N/A	103	N/A
F05 Education & Training	25	*	24	N/A	N/A	N/A	*	24	N/A	*	*	N/A	N/A	N/A	N/A	N/A	N/A	N/A	*	*
F06 Finance	131	87	44	*	*	N/A	*	117	*	*	28	N/A	*	N/A	N/A	N/A	N/A	N/A	30	87
F08 Health Science	67	12	55	*	N/A	N/A	*	62	*	*	12	N/A	N/A	N/A	N/A	N/A	N/A	N/A	12	12
F11 Information Technology	130	77	53	N/A	*	*	*	116	*	*	24	N/A	N/A	N/A	N/A	N/A	N/A	N/A	25	19
F12 Law, Public Safety & Security	39	18	21	N/A	N/A	*	N/A	36	*	*	14	N/A	*	N/A	N/A	*	N/A	N/A	17	21
F13 Manufacturing	160	139	21	N/A	N/A	*	10	147	*	*	43	N/A	*	*	N/A	*	N/A	N/A	45	21
F15 Science, Technology, Engineering and Mathematics	52	38	14	N/A	N/A	N/A	*	50	N/A	*	*	N/A	N/A	N/A	N/A	N/A	N/A	N/A	11	14
F16 Transportation, Distribution & Logistics	40	40	N/A	N/A	N/A	N/A	*	38	N/A	*	17	N/A	*	N/A	N/A	N/A	N/A	N/A	21	N/A
SummaryTotals (Unduplicated)	1,101	671	430	6	5	10	67	977	36	77	273	N/A	13	1	2	1	N/A	N/A	316	217

Legend

M - Male Gender

Black - Black Race

DSB - Disabled / Handicapped

LEP - Limited English Proficiency

OW - Out of WorkForce

F - Female Gender

Hsp. - Hispanic Race

Econ. - Economically Disadvantaged

MIL - Military

Migr - Migrant

Amer - American Indian Race

White - White Race

SP - Single Parent

HL - Homeless

Spec - Special Populations

Asn/Pac - Asian/Pacific Islander Race

Multi - Two or more races

DH - Displaced Homemaker

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Michigan Department of Education
Office of Career and Technical Education - CTEIS REPORT



Unduplicated Career and Technical Education Basic Grant Enrollments : X0506 for 2022-2023

Report for: CEPD: 52

	Total Enrollment	M	F	Amer Ind.	Asian/Pac	Black	Hisp.	White	Multi	DSB	Econ	SP	LEP	Migr	Mil	HL	Fost	OW	Spec	Non
F01 Agriculture, Food & Natural Resources	362	143	219	*	*	*	26	315	*	34	147	N/A	*	N/A	N/A	*	N/A	N/A	166	219
F02 Architecture & Construction	20	19	*	N/A	N/A	N/A	*	18	N/A	*	*	N/A	N/A	N/A	N/A	N/A	N/A	N/A	*	*
F04 Business, Management & Administration	297	191	106	N/A	*	*	21	240	22	14	100	N/A	*	N/A	*	*	N/A	N/A	108	N/A
F06 Finance	47	25	22	N/A	*	*	*	37	*	*	11	N/A	*	N/A	*	*	N/A	N/A	15	25
F08 Health Science	123	14	109	N/A	*	*	10	99	*	*	45	N/A	*	N/A	*	N/A	N/A	N/A	50	14
F11 Information Technology	102	66	36	*	*	*	*	88	N/A	12	42	N/A	*	N/A	*	*	N/A	N/A	48	*
F12 Law, Public Safety & Security	45	15	30	N/A	*	*	*	33	*	*	21	N/A	N/A	N/A	N/A	N/A	N/A	N/A	23	30
F13 Manufacturing	71	60	11	N/A	N/A	*	*	62	*	15	26	N/A	*	N/A	N/A	N/A	N/A	N/A	36	11
F14 Marketing	166	104	62	*	*	*	15	135	*	*	39	N/A	*	N/A	*	*	N/A	N/A	44	N/A
F15 Science, Technology, Engineering and Mathematics	134	99	35	*	*	*	*	108	*	*	31	N/A	N/A	N/A	*	*	N/A	N/A	34	35
F16 Transportation, Distribution & Logistics	110	96	14	*	*	*	*	100	*	23	32	N/A	*	N/A	*	N/A	N/A	N/A	47	14
SummaryTotals (Unduplicated)	1,477	832	645	6	32	43	104	1,235	57	118	500	N/A	28	N/A	9	N/A	N/A	N/A	577	354

Legend

M - Male Gender	Black - Black Race	DSB - Disabled / Handicapped	LEP - Limited English Proficiency	OW - Out of WorkForce
F - Female Gender	Hsp. - Hispanic Race	Econ. - Economically Disadvantaged	MIL - Military	Migr - Migrant
Amer - American Indian Race	White - White Race	SP - Single Parent	HL - Homeless	Spec - Special Populations
Asn/Pac - Asian/Pacific Islander Race	Multi - Two or more races	DH - Displaced Homemaker	Fost - In FosterCare	Non - Non Traditional

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**PUBLIC SECTOR
CONSULTANTS**

230 N. Washington Square
Suite 300
Lansing, MI 48933