

**REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF LANSING, MICHIGAN**

**TONY BENAVIDES LANSING CITY COUNCIL CHAMBERS
LANSING CITY HALL, 10th FLOOR
124 W. MICHIGAN AVENUE**

August 11, 2025 at 7:00 PM



TO THE HON. MAYOR AND MEMBERS OF THE CITY COUNCIL:

The following items were listed on the agenda in the City Clerk's Office in accordance with Section 3-103(2) of the City Charter and will be ready for your consideration at the regular meeting of the City Council at the Tony Benavides Lansing City Council Chambers, 10th Floor, City Hall.

Roll Call

Meditation And Pledge Of Allegiance

Approval Of Printed Council Proceedings

1. July 28, 2025

Consideration Of Late Items (Suspension of Council Rule #9 is needed to allow consideration of late items. Late items will be considered as part of the regular portion of the meeting to which they relate.)

Tabled Items

Special Ceremonies And Presentations

2. Tribute; in recognition of Richard Miller for his contributions to the City of Lansing (PEND-4157)
3. Appointment; Katherine Hubbard as a member of the Michigan Avenue Corridor Improvement Authority Board of Directors for a term to expire June 30, 2027 (PEND-4115)

Comments By Council Members And City Clerk

Community Event Announcements (Time, place, purpose, or definition of event – 1 minute limit)

Speaker Registration For Public Comment On Legislative Matters

4. Virtual Participation is available for Public Comment on Legislative Matters. Legislative Matters consist of the following items on the agenda: Public Hearings (other than show cause hearings), Consent Agenda Items, Resolutions, Ordinances for Introduction, and Ordinances for Passage. Sign up by **6:30 p.m.** on Council Meeting days using the following link:
<https://events.gcc.teams.microsoft.com/event/49526da5-1d07-47a0-9f73-dd8d2a5e4421@87509dee-095b-4ff8-ba5a-0035cdfc715d>

Mayor's Comments

Show Cause Hearings

Public Comment On Legislative Matters (Legislative matters consist of the following items on the agenda: public hearings, resolutions, ordinances for introduction, and ordinances for passage. The public may comment for up to three minutes.

Speakers must sign up on BLUE form.)

Scheduled Public Hearings

5. Amending Chapter 1610, Section 1610.1 adopting the 2021 International Fire Code (PEND-4112)
6. Amending Chapter 210, add Section 210.06, City Council attendance (PEND-4130)

Council Consideration Of Legislative Matters

Referral Of Public Hearings

Consent Agenda

7. Tribute; in recognition of Richard Miller for his contributions to the City of Lansing (PEND-4157)
8. Appointment; Katherine Hubbard as a member of the Michigan Avenue Corridor Improvement Authority Board of Directors for a term to expire June 30, 2027 (PEND-4115)
9. Appointment; Leon Clark as a member of the Michigan Avenue Corridor Improvement Authority Board of Directors for a term to expire June 30, 2029 (PEND-4138)
10. Appointment; Spencer Lippert as the 4th Ward member of the Planning Commission for a term to expire June 30, 2028 (PEND-4135)
11. Liquor License; Community Circle Players, Inc. dba Riverwalk Theatre, 228 Museum Drive, request for Club License; new Sunday Sales Permit (PM), Outdoor Service Area, and Dance-Entertainment Permit (PEND-4126)
12. Noise Special Permit; request from the Public Service Department to allow for rehabilitating Pleasant Grove Rd. from Holmes Rd. to Mt. Hope Ave. (PEND-4120)
13. Noise Special Permit; Hoffman Bros. Inc request to allow for the conducting work as part of the Combine Sewer Operations (CSO) 019 Project at 1038 North Larch St. (PEND-4109)

Resolutions For Action

14. Brownfield Plan #80, Amendment No. 1; Pleasant Grove & Holmes Mixed-Use Redevelopment Project at 2130 W. Holmes Rd. (PEND-4105)
15. Budget Amendment; Human Relations and Community Services (HRCS) Carryforwards from Fiscal Year 2024-2025 to Fiscal Year 2025-2026 (PEND-4140)
16. Fees; Tenant Relocation Fee (PEND-4102)

Reports From Council Committees

Ordinances For Introduction And Setting Of Public Hearings

Ordinances For Passage

Speaker Registration For Public Comment On City Government Related Matters

Reports Of City Officers, Boards, And Commissions; Communications And Petitions; And Other City Related Matters (Motion that all items be considered as being read in full and that the proper referrals be made by the President)

Item(s) from the City Clerk re:

17. Minutes of Boards and Commissions placed on file in the Clerk's Office
18. Polling Place; Early Voting at the Lansing Elections Office (LEO), 701 W. Jolly Rd. (PEND-4150)

Item(s) from the Mayor re:

19. Reappointment; Carol Skillings as an At-Large member of the Historic District Commission for a term to expire June 30, 2028 (PEND-4136)
20. Appointment; Tracie Anne Kent as an At-Large member of the Lansing Entertainment and Public Facilities Authority Board of Commissioners for a term ending June 30, 2028 (PEND-4145)
21. Voter Approved Sale of City Property; portion of North Cemetery (PEND-4144)
22. Amending Chapter 887 to add Section 887.10, Payment in Lieu of Taxes (PILOT), Evergreen Townhomes, 900 Long Blvd. for workforce housing (PEND-4143)
23. Setting a Public Hearing on Amending Chapter 887 to add Section 887.10, Payment in Lieu of Taxes (PILOT), Evergreen Townhomes, 900 Long Blvd. for workforce housing (PEND-4142)
24. Act-2-2025; Sale of City Property; Lot 57, 1400 block of Turner St. (PEND-4149)
25. Setting a Public Hearing on Act-2-2025; Sale of City Property, Lot 57, 1400 block of Turner St. (PEND-4148)
26. Brownfield Plan #89; Turner North Development, 1400 block of Turner St. (PEND-4147)
27. Setting a Public Hearing on Brownfield Plan #89; Turner North Development, 1400 block of Turner St. (PEND-4146)

Item(s) from Council Members Hussain and Kost re:

28. Amending Chapter 1240, Section 1240.04 to define the term "liquor store" within the Zoning Code (PEND-4152)
29. Setting a Public Hearing on Amending Chapter 1240, Section 1240.04 to define the term "liquor store" within the Zoning Code (PEND-4151)
30. Amending Chapter 1250 to add Subsection 1250.02.13 to provide for a limitation on proximity of liquor stores to each other (PEND-4156)

31. Setting a Public Hearing on Amending Chapter 1250 to add Subsection 1250.02.13 to provide for a limitation on proximity of liquor stores to each other (PEND-4155)

Item(s) from President Kost re:

32. Amending Chapter 1060, to reduce waste hauler traffic in the City by establishing the City as the provider of all curbside solid waste collection, and to clarify recyclable items to be collected (PEND-4154)
33. Setting a Public Hearing on Amending Chapter 1060, to reduce waste hauler traffic in the City by establishing the City as the provider of all curbside solid waste collection, and to clarify recyclable items to be collected (PEND-4153)

Communications and Petitions

34. Notice from the Michigan Liquor Control Commission; Trio Brothers LLC, 2006 W Willow St, Lansing, request for Transfer Ownership Escrow 2025 Class C & SDM License from Deluca Brothers Inc; New Sunday Sales Permit (AM); New Sunday Sales Permit (PM) for Class C License – Spirits and Mixed Spirit Drink; New Sunday Sales Permit (PM) for SDM License – Mixed Spirit Drink (RID # (RQ-2507-08340))

Motion Of Excused Absence

Remarks By Council Members

Remarks By The Mayor Or Executive Assistant

Public Comment On City Government Related Matters (City government related matters are issues or topics relevant to the operation or governance of the city. The public may comment for up to three minutes. Speakers must sign up on YELLOW form.)

Adjournment



CHRIS SWOPE, CITY CLERK

Persons with disabilities who need an accommodation to fully participate in this meeting should contact the City Clerk's Office at (517) 483-4131 (TTY 711). 24 hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodation request.

LANSING CITY COUNCIL MEETING

DATE & TIME: 8/11/2025 7:00 PM

Starting Time 8:03

REGULAR MEETING: X

SPECIAL MEETING:

ATTENDANCE

COUNCIL MEMBER	PRESENT	ABSENT	ARRIVED
BROWN	☒	☐	_____
CARTER	☒	☐	_____
GARZA	☐	☒	_____
HUSSAIN	☒	☐	_____
JACKSON	☒	☐	_____
KOST	☒	☐	_____
PEHLIVANOGLU	☒	☐	_____
SPADAFORE	☒	☐	_____

MEDITATION IN MEMORY OF: _____

PLEDGE LED BY: _____

Adjournment Time 9:53

CHRIS SWOPE
LANSING CITY CLERK

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**Official Proceedings of the City Council
City of Lansing
July 28, 2025**

Tony Benavides Lansing City Council Chambers
Lansing, Michigan

The City Council of the City of Lansing met in regular session and was called to order at 7:00 p.m. by President Kost.

PRESENT: Council Members Brown, Carter, Garza, Hussain, Kost, Pehlivanoglu, Spadafore

ABSENT: Council Member Jackson

A quorum was present.

Vice President Carter asked people to remember Kenneth Robinson and Clerk Swope asked people to remember Cindy Hufnagel Fontus, both of whom recently passed away, during the moment of Meditation. The Council observed a moment of Meditation followed by the Pledge of Allegiance led by President Kost.

Approval of Printed Council Proceedings

By Vice President Carter

To approve the printed Council Proceedings of July 14, 2025

Motion Carried

Special Ceremonies

Appointment; Kambriana Crank as a Resident member of the Lansing Gateway Corridor Improvement Authority Board of Directors for a term to expire June 30, 2027.

Resolution #2025-184

By the Committee on Development and Planning
Resolved by the City Council of the City of Lansing

WHEREAS, the Mayor has made the recommendation for the appointment of Kambriana Crank as an At-Large member of the Lansing Gateway Corridor Improvement Authority Board of Directors for a term to expire June 30, 2027; and

WHEREAS, the Mayor's office has confirmed, with this resolution, that they have vetted the applicant based on the original application and believes that the applicant meets the qualifications as required by the City Charter; and

WHEREAS, the Committee on Development and Planning met on July 23, 2025 and took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Kambriana Crank as an At-Large member of the Lansing Gateway Corridor Improvement Authority Board of Directors for a term to expire June 30, 2027.

By Council Member Hussain

Motion Carried

Clerk Swope administered the Oath of Office to Kambriana Crank as a member of the Lansing Gateway Corridor Improvement Authority Board of Directors

Appointment; Stephen Robertson as an At-Large member of the Board of Zoning Appeals for a term to expire June 30, 2026.

Resolution #2025-185

By the Committee on Development and Planning
Resolved by the City Council of the City of Lansing

WHEREAS, the Mayor has made the recommendation for the appointment of Stephen Robertson as an At-Large member of the Board of Zoning Appeals for a term to expire June 30, 2026; and

WHEREAS, the Mayor's office has confirmed with this resolution, that they have vetted the applicant based on the original application and believes that the applicant meets the qualifications as required by the City Charter; and

WHEREAS, the Committee on Development and Planning met on July 23, 2025 and took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Stephen Robertson as an At-Large member of the Board of Zoning Appeals for a term to expire June 30, 2026.

By Council Member Hussain

Motion Carried

Clerk Chris Swope administered the Oath of Office to Stephen Robertson as a member of the Board of Zoning Appeals.

Comments by Council Members and the City Clerk

Clerk Swope spoke about the upcoming City Primary Election.

Community Event Announcements

Loretta Stanaway spoke about the annual Service of Remembrance event at Mount Hope Cemeteries.

Lisa Benjamin spoke about the Pilgrim-Fest community event.

Natasha Atkinson spoke about the NAACP Mayoral Candidate Forum.

Nicklas Zande spoke about the Old Everett Neighborhood Association Community Picnic.

Speaker Registration for Public Comment on Legislative Matters

City Clerk Swope announced that the public comment registration form(s) for those intending to address Council on legislative matters will be collected and that only those persons who have fully completed the form(s) will be permitted to speak.

Mayor's Comments

Mayor Schor thanked Advance Peace Picnic volunteers and Westside Neighborhood Island Party volunteers for their work. Mayor Schor also spoke about the Tacos and Tequila-Fest, Car Capital Auto Show, Citizens Academy deadline, the hiring of the Office of Neighborhood Safety Violence Prevention Coordinator, the upcoming Habitat for Humanity Ground-Breaking event, the Concert at Wilson Park, JazzFest, Moneyball basketball tournament, and Mount Hope Elementary School's Grand Reopening.

Public Comment on Legislative Matters

Legislative Matters included the following public hearings:

Noise Special Permit; request from the Public Service Department to allow for rehabilitating Pleasant Grove Rd. from Holmes Rd. to Mt. Hope Ave. Council Member Brown gave an overview of the public hearing.

Noise Special Permit; Hoffman Bros. Inc request to allow for the conducting work as part of the Combine Sewer Operations (CSO) 019 Project at 1038 North Larch St. Council Member Brown gave an overview of the public hearing.

Brownfield Plan #80, Amendment No. 1; Pleasant Grove & Holmes Mixed-Use Redevelopment Project at 2130 W. Holmes Rd. Council Member Garza gave an overview of the public hearing.

Amending Chapter 206, Section 206.02, clarify most responsive and responsible bidder for construction bids Council Member Garza gave an overview of the public hearing.

Public Comment on Legislative Matters:

David Burns spoke in support of the Noise Special Permit request for rehabilitating Pleasant Grove Rd.

Carlos Manchon spoke against the Noise Special Permit request for the CSO 019 project.

Brent Forsberg spoke about Brownfield Plan #80.

Chaz Carrillo spoke in support of Brownfield Plan #80.

Paul Anderson spoke in support of Noise Special Permit request for rehabilitating Pleasant Grove Rd.

Michael Marks spoke against the Responsive and Responsible Bidder Ordinance.

Jason Brown spoke in support of the Responsive and Responsible Bidder Ordinance.

Tom Stark spoke against the Responsive and Responsible Bidder Ordinance.

Deshon Leek spoke in support of the Responsive and Responsible Bidder Ordinance.

Jeremiah Leyba spoke against the Responsive and Responsible Bidder Ordinance.

Ken Kolp spoke in support of the Responsive and Responsible Bidder Ordinance.

Jacob Toomey spoke in support of the Responsive and Responsible Bidder Ordinance.

Loretta Stanaway spoke against the Ordinances for Passage about landlord requirements.

Nicklas Zande spoke about the board appointments.

Clerk Swope acknowledged several written communications.

Legislative Matters

Referral of Public Hearings

Noise Special Permit; request from the Public Service Department to allow for rehabilitating Pleasant Grove Rd. from Holmes Rd. to Mt. Hope Ave.
Referred to the Committee on City Operations

Noise Special Permit; Hoffman Bros. Inc request to allow for the conducting work as part of the Combine Sewer Operations (CSO) 019 Project at 1038 North Larch St.
Referred to the Committee on City Operations

Brownfield Plan #80, Amendment No. 1; Pleasant Grove & Holmes Mixed-Use Redevelopment Project at 2130 W. Holmes Rd.
Referred to the Committee on Development and Planning

Amending Chapter 206, Section 206.02, clarify most responsive and responsible bidder for construction bids
Referred to the Committee on Development and Planning

Resolutions

Resolution #2025-186

By the Committee on Development and Planning
Resolved by the City Council of the City of Lansing

RESOLUTION APPROVING BROWNFIELD PLAN #86 820 W. MILLER ROAD REDEVELOPMENT

WHEREAS, the Brownfield Redevelopment Authority (the 'Authority') of the City of Lansing, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, Public Act, Public Act 381 of 1996, as amended, (the 'Act') has prepared a Brownfield Plan, submitted to Council and placed on file in the office of City Clerk, LBRA Brownfield Plan #86 – 820 W. Miller Road Redevelopment (the 'Plan'); and

WHEREAS, a public hearing was held by the Lansing City Council on July 14, 2025 and at least 10 days before the public hearing the taxing jurisdictions were provided notice to be fully informed about the fiscal and economic implications of the proposed Plan and given a reasonable opportunity to express their views and recommendations regarding the Plan in accordance with Section 13 (10) and 14(1) of the Act; and

WHEREAS, the Lansing City Council, before and during its public hearing on July 14, 2025 reviewed testimony and evidence regarding the Plan, and found that:

1. the Plan provides for the reimbursement of costs attributable to eligible activities to the developer and the Authority,
2. the Project includes, in addition to the eligible activities identified in the Plan, the redevelopment of the property,
3. the Project may result in new private investment of approximately \$3.8M.
4. the Plan provides for the capture of property tax increment revenues due to the private investment on the site, and devotes them to repaying the Authority for its costs associated with eligible activities it performs, and to repaying the developer for their costs associated with eligible activities they perform, in accordance with the Plan,

WHEREAS, the Authority Board of Directors, at its meeting on May 23, 2025, recommended approval of the Plan, for this Project; and

WHEREAS, the City of Lansing Department of Economic Development and Planning has determined the proposed Project is consistent with local development and redevelopment plans and zoning ordinances, and

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, after having duly considered the Plan, finds it is in compliance with the provisions of the Act and further finds:

- The Plan constitutes a public purpose under the Act;
- The Plan meets all of the requirements for a Brownfield Plan set forth in Section 13 of the Act;
- The proposed method of financing the costs of the eligible activities, as described in the Plan, is feasible and the Authority has the ability to arrange the financing;
- The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act; and
- The amount of the captured taxable value estimated to result from the adoption of the Plan is reasonable; and
- The proposed project is consistent with local development and redevelopment plans and zoning ordinances as has also been determined by the City of Lansing Department of Economic Development and Planning.

BE IT FURTHER RESOLVED that the Lansing City Council hereby approves the LBRA 'Brownfield Plan #86 – 820 W. Miller Road Redevelopment'.

By Council Member Garza

Motion Carried

Resolution #2025-187

By the Committee on Development and Planning
Resolved by the City Council of the City of Lansing

RESOLUTION APPROVING BROWNFIELD PLAN #88
603, 605, 607 E. MICHIGAN AVENUE REDEVELOPMENT

WHEREAS, the Brownfield Redevelopment Authority (the 'Authority') of the City of Lansing, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, Public Act, Public Act 381 of 1996, as amended, (the 'Act') has prepared a Brownfield Plan, submitted to Council and placed on file in the office of City Clerk, LBRA Brownfield Plan #88 – 603, 605, 607 E. Michigan Avenue Redevelopment (the 'Plan'); and

WHEREAS, a public hearing was held by the Lansing City Council on July 14, 2025 and at least 10 days before the public hearing the taxing jurisdictions were provided notice to be fully informed about the fiscal and economic implications of the proposed Plan and given a reasonable opportunity to express their views and recommendations regarding the Plan in accordance with Section 13 (10) and 14(1) of the Act; and

WHEREAS, the Lansing City Council, before and during its public hearing on July 14, 2025 reviewed testimony and evidence regarding the Plan, and found that:

1. the Plan provides for the reimbursement of costs attributable to eligible activities to the developer and the Authority,
2. the Project includes, in addition to the eligible activities identified in the Plan, the redevelopment of the property,
3. the Project may result in new private investment of approximately \$8.1M,
4. the Plan provides for the capture of property tax increment revenues due to the private investment on the site, and devotes them to repaying the Authority for its costs associated with eligible activities it performs, and to repaying the developer for their costs associated with eligible activities they perform, in accordance with the Plan,

WHEREAS, the Authority Board of Directors, at its meeting on June 6, 2025, recommended approval of the Plan, for this Project; and

WHEREAS, the City of Lansing Department of Economic Development and Planning has determined the proposed Project is consistent with local development and redevelopment plans and zoning ordinances, and

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, after having duly considered the Plan, finds it is in compliance with the provisions of the Act and further finds:

- The Plan constitutes a public purpose under the Act;
- The Plan meets all of the requirements for a Brownfield Plan set forth in Section 13 of the Act;
- The proposed method of financing the costs of the eligible activities, as described in the Plan, is feasible and the Authority has the ability to arrange the financing;
- The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act; and
- The amount of the captured taxable value estimated to result from the adoption of the Plan is reasonable; and

- The proposed project is consistent with local development and redevelopment plans and zoning ordinances as has also been determined by the City of Lansing Department of Economic Development and Planning.

BE IT FURTHER RESOLVED that the Lansing City Council hereby approves the LBRA 'Brownfield Plan #88 – 603, 605, 607 E. Michigan Avenue Redevelopment'.

By Council Member Garza

Motion Carried

Resolution #2025-188

By the Committee on Personnel
Resolved by the City Council of the City of Lansing

WHEREAS, in the interest of taking action to address options for hybrid, remote or flexible work schedules, the Committee on Personnel has reviewed such benefits and their changes in bargaining units of the City and comparable communities; and

WHEREAS, in the light of the review, the Committee on Personnel deems this to be an appropriate time to recommend changes and adjustments to Council Staff Personnel Rules; and

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves the changes to the Council staff Personnel Rules and summary as follows and as attached as dated July 28, 2025:

1. The employee group is updated to reflect the following positions:
 - Council Legislative Officer Manager
 - Administrative Assistant
 - Internal Auditor
 - Legislative Analyst
2. Article 6 Work Hours - is updated to include language that speaks to the granting of hybrid, remote or flexible work schedules for Council Staff:

Council President and Vice President may identify positions suitable for hybrid, remote, or flexible work and may authorize written requests for such work arrangements. Approval depends on operational needs, including suitability of duties, skills and abilities of employees and supervisors and availability of necessary equipment, and the ability to meet the fellow employees, constituent and Council Members needs and enhance the delivery of services. Requests for such special work arrangements must be in writing and pursuant to the following guidelines:

 - Special work arrangements for hybrid, remote or flexible working schedules may only be approved by the Council President and Vice President, who shall provide a decision within 10 business days of the request.
 - The special arrangement shall include a start and end date, and will be subject to evaluation and modification every six (6) months.
 - Any employee who has a special work arrangement and would like it to continue must re-submit the request in writing annually the first week of January to the new Council President and Vice President.

If a special work arrangement is approved, it shall be subject to the following additional terms and conditions

- **Equipment, Hardware, Software, Utilities, and Materials**
 1. The Council President shall determine the business functions needed for remote workers to complete their jobs. The City Information Technology ("IT") Department will establish IT hardware, software, network connections, and security considerations to standardize remote work capabilities for employees.
 2. The Council President may provide, at their sole discretion, computer hardware, network connections, and security as determined by the assessment of the IT Department. Employees must take appropriate steps to minimize damage to City-owned equipment. The City is responsible for insuring city-owned equipment.
 3. The Council President cannot authorize remote workers to use employee-owned computer equipment, software, and other devices to perform assigned work away from the city work location. All City employees and contractors are required to adhere to the City Information Technology guidelines which includes devices, networks, data, software, email, and system accounts.
 4. Employees cannot use employee-owned PCs to access sensitive data or place sensitive data on employee-owned storage media. Accessing sensitive data must be performed using city equipment.
 5. City of Lansing IT Department is responsible for installing, testing, maintaining, updating, and repairing equipment and software for City issued equipment. All such activities must be performed at the City offices unless otherwise authorized. IT will not generally perform such activities at employees' homes. The employee shall follow City of Lansing protocols on services from the City of Lansing IT.
 6. Equipment, hardware, software, and other devices furnished by the City remain City property and subject to City rules limiting personal

use. Council shall maintain records documenting what city property has been designated for remote work. city owned software must not be installed on employee-owned hardware. Employee-owned software must not be installed on City hardware.

7. Any employee with a special work arrangement will return City hardware, software, supplies, documents, and other information or property to the City before ending the special work arrangement or employment.

8. Any employee with a special work arrangement must promptly notify the Council President and City of Lansing IT Department of an equipment malfunction or failure of either City- or employee-owned equipment. If a malfunction prevents the worker from performing assigned tasks, the worker must notify the Council President and City of Lansing IT Department immediately. The worker will be directed to perform other assignments, assist with the repair or exchange of equipment, or return to the City work location.

9. The City IT Department is responsible for determining the telephone and broadband requirements to perform work. Employees must establish and provide at their own expense remote work environments that have high-speed internet access (commercial cable or wireless broadband with minimum speeds of 25 Mbps download and 5 Mbps upload), suitable lighting and furniture, and other utilities.

10. The City IT Department will inform employees of the City privacy and security requirements for remote work, including necessary equipment, use of VPNs, and other encrypted communications.

11. Remote workers must ensure that updates are timely made to hardware and software, consistent with City of Lansing IT policies.

- **Work Rules**

Policies and personnel rules applicable to Council employees also apply to remote-work locations and failure to comply may result in discipline or termination of a special work arrangement.

- **Written Work Plan**

The Council President will establish and memorialize in writing the work plan for employees with an approved special work arrangement that sets performance expectations, communication procedures, and privacy and security requirements consistent with these rules. The Council President and the employee shall certify that the work plan has been discussed in the written memorialization. Documentation and explanation of expectations must also be memorialized in each 6-month evaluation for continuing special work arrangements.

- **Fiscal Responsibilities**

Council is responsible for managing the costs associated to any special work arrangement in their allocated budget. Supplies and eligible employee reimbursement must be identified in the written memorialization and cannot conflict with City vehicle use policies and procedures, procurement policies and procedures, or any applicable collective bargaining agreement. Employees with authorized special work arrangements are not eligible for reimbursement for

(1) travel between a remote work location and the work location where the employee would normally work absent a special work arrangement or (2) meals or lodging purchased within a remote-work location or work location where the employee would normally work absent a special work arrangement.

- **Tax Laws**

Federal, state, and local tax obligations resulting from remote work are the responsibility of the employee.

- **Remote-Work Location**

Remote work from a location outside Michigan requires the prior written approval of the Council President. Previously established out-of-state employees may continue to work remotely but should enter a Remote Work Agreement memorializing their status. Note: City computers and devices are not authorized for use outside the United States and Canada—whether for short-term, occasional use on vacation or longer-term, remote work. Any employee seeking to use City IT equipment outside the United States or Canada will also need to obtain prior approval and alternate equipment from the City of Lansing IT Department.

- **Cancellation**

The Council President may cancel a special work arrangement anytime upon written notice to the employee. An employee may rescind an approved special work arrangement in writing anytime to the Council with two weeks' notice.

- **Modification**

Amendment, modification, or extension of a special work arrangement can be made anytime with written agreement between the Council President and employee.

- **Work Schedules**

1. The Council President and employee will determine which days and hours during a pay period that the employee can work remotely, prior to the pay period beginning. The Council President must review the schedule and approve, modify, or deny the request in writing prior to the pay period beginning.

2. Absent other arrangements, the employee is expected to attend all assigned meetings in person. No work-related meetings will be conducted in the employee's home or other non-City owned or leased locations without the Council President's approval.

3. An employee scheduled to work remotely on a day when the city work location is declared closed or inaccessible is expected to work remotely. An employee with a special work arrangement who is scheduled to work from the City work location on a day when it is declared closed or inaccessible is expected to work remotely.

4. If an equipment failure or power outage occurs at the remote work location, the employee must report for work at the City workstation within 60 minutes unless the Council President authorizes otherwise.

5. An employee is to perform only official duties and not conduct personal business while on work status at a remote work location.

Personal business includes, but is not limited to, caring for dependents and performing other personal or home duties.

6. Remote workers must comply with Council requirements and applicable 214 collective bargaining agreements on illness and absence reporting and the use of leave credits.

- **Health and Safety**

Remote work locations are considered extensions of City workspace during scheduled remote-work hours. In the written memorialization of a special work arrangement, employees must certify that remote workspaces comply with, at a minimum, the following Health and Safety Standards:

- All reporting requirements for injury or illness extend to the remote work location.
- Home locations must accommodate any City equipment used in performing work and due diligence and care will be exercised in the use and maintenance of equipment.
- Heating, cooling, ventilation, and lighting are adequate for satisfactory work performance.
- Electrical equipment is free of recognizable hazards and grounded.
- Walkways, doorways, and corners are free of obstructions that interfere with visibility or movement.
- File cabinets and other storage devices are arranged so drawers and doors do not open into walkways.
- Work chairs are structurally sound and floors are free of conditions that could cause trips or falls.
- Electrical cords, telephone lines, and equipment cables are secured and do not interfere with foot traffic.
- The City may inspect remote locations during work hours, with reasonable advance notice, to ensure ongoing compliance with a special work arrangement.
- Non-compliance with these Health and Safety Standards is grounds to end authorization for a special work arrangement.

NOW BE IT RESOLVED that the Council approves the change to the Council staff Personnel Rules with the hybrid, remote or flexible work schedule options described in this resolution.

By Vice President Carter

Motion Carried

Resolution #2025-189

By the Committee of the Whole

Resolved by the City Council of the City of Lansing

WHEREAS, the Mayor has made the recommendation for the reappointment of Anthony Mullen as an At-Large member of the Board of Water and Light for a term to expire June 30, 2029; and

WHEREAS, the Mayor's office has confirmed with this resolution, that they have vetted the applicant based on the original application and believes that the applicant meets the qualifications as required by the City Charter; and

WHEREAS, the Committee of the Whole met on July 28, 2025 and took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the reappointment of Anthony Mullen as an At-Large member of the Board of Water and Light for a term to expire June 30, 2029.

By Vice President Carter

Motion Carried

Ordinances for Introduction

Introduction of Ordinance

An Ordinance of the City of Lansing, Michigan, to Amend the Lansing Codified Ordinances amending Chapter 1610, Section 1610.01 by updating the International Fire Code (IFC) and standards (adopted by reference) from the 2018 IFC to the 2021 IFC and amending Section 1610.02 by renumbering IFC section to the 2021 code.

The Ordinance was read for the first time by its title and referred to the Committee on Public Safety.

Resolution #2025-190

By the Committee on Public Safety

Resolved by the City Council of the City of Lansing

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Lansing that a public hearing be set for Monday, August 11, 2025 at 7:00 p.m. in City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, for the purpose of supporting and/or opposing An Ordinance of the City of Lansing, Michigan, to Amend the Lansing Codified Ordinances by amending Chapter 1610, Section 1610.01 by updating the International Fire Code (IFC) and standards (adopted by reference) from the 2018 IFC to the 2021 IFC and amending Section 1610.02 by renumbering IFC section to the 2021 code.

By Council Member Pehlivanoglu

Motion Carried

Introduction of Ordinance

An ordinance of the City of Lansing, Michigan, to amend the Lansing Codified Ordinances, Chapter 210, to add Section 210.06, to provide censure, penalties, and forfeiture of office for nonattendance of Council members at meetings, pursuant to the authority in Section 3-204 of the City Charter.

The Ordinance was read for the first time by its title and referred to the Committee of the Whole.

Resolution #2025-191

By the Committee of the Whole

Resolved by the City Council of the City of Lansing

Resolved by the City Council of the City of Lansing that a public hearing be set for August 11, 2025 at 7 p.m. in the Tony Benavides Lansing City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, for the purpose of amending the Lansing Codified Ordinances, Chapter 210, to add Section 210.06, to provide censure, penalties, and forfeiture of office for nonattendance of Council members at meetings, pursuant to the authority in Section 3-204 of the City Charter.

By President Kost

Motion Carried

Ordinances for Passage

Passage of Ordinance

An Ordinance of the City of Lansing, Michigan to amend the Lansing Codified Ordinances, Chapter 1460, section 1460.49(a), to add a requirement that rental dwellings have insurance covering tenant relocation costs prior to issuance of a Certificate of Compliance.

Was read a second time by its title and adopted by the following roll call vote:

Yeas: Council Members Brown, Carter, Garza, Hussain, Kost, Pehlivanoglu, Spadafore

Nays: None

By Council Member Pehlivanoglu to give the Ordinance immediate effect

Motion Carried

Ordinance #1336

An Ordinance of the City of Lansing, Michigan to amend the Lansing Codified Ordinances, Chapter 1460, section 1460.49(a), to add a requirement that rental dwellings have insurance covering tenant relocation costs prior to issuance of a Certificate of Compliance.

Section 1. That Chapter 1460, section 1460.49, of the Codified Ordinances of the City of Lansing, Michigan, be and hereby is amended as follows:

1460.49 – Certificates of compliance

(a) *General.* Rental dwellings or units required by this Code to be registered shall not be occupied unless a Certificate of Compliance has been issued by the Office of Code Compliance. The Certificate of Compliance shall be issued only after an inspection of the premises has been conducted by the Office of Code Compliance; appropriate fees have been paid; **the owner or their agent has provided proof of a valid insurance policy, carried by the owner or tenant, providing coverage for tenant relocation costs;** and there are no delinquent real property taxes owed upon the premises. ~~A violation of this Code shall not prevent the issuance of a certificate, but~~ **After inspection,** the Office of Code Compliance shall not issue a certificate when the existing conditions constitute a hazard to the health or safety of those who may occupy the premises. **If at the time of application, the owner does not have proof of insurance, a certificate of compliance may be issued only with written acknowledgement by the owner of the requirements and obligations of Section 1460.51 of this Code of Ordinances.** Two copies of the certificate shall be issued within 30 days after written application has been made, an inspection has been conducted and a determination has been made that the property meets the requirements of this Code. One copy of the certificate shall be prominently displayed in the front entrance area of the rental dwelling in dwellings containing one or more rental units when any rental unit in the dwelling is vacant. If both rental units are rented then the certificate need only be kept on the premises and made available at the request of tenants or government officials. Any rental property with three or more rental units must prominently display the certificate in the front entrance area of the rental dwelling.

Section 2. All ordinances, resolutions or rules, parts of ordinances, resolutions or rules inconsistent with the provisions are repealed.

Section 3. Should any section, clause or phrase of this ordinance be declared to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof other than the part so declared to be invalid.

Section 4. This ordinance shall take effect on the 30th day after enactment, unless given immediate effect by City Council, and shall expire December 31, 2034.

Passage of Ordinance

An Ordinance of the City of Lansing, Michigan to amend the Lansing Codified Ordinances, Chapter 1460, to renumber 1460.51 to 1460.52; to add a new section 1460.51 to create a tenant relocation fee; to provide that the fee only be assessed when the City pays for a tenant's relocation resulting from a required vacation from residential premises because of a condition making the premises unsafe to occupy; to provide for fee waiver when the relocation costs are otherwise covered by insurance; and to provide for calculation, billing, and collection of the fee.

Was read a second time by its title and adopted by the following roll call vote:

Yeas: Council Members Brown, Carter, Garza, Hussain, Kost, Pehlivanoglu, Spadafore

Nays: None

By Council Member Pehlivanoglu to give the Ordinance immediate effect

Motion Carried

Ordinance #1337

An Ordinance of the City of Lansing, Michigan to amend the Lansing Codified Ordinances, Chapter 1460, to renumber 1460.51 to 1460.52; to add a new section 1460.51 to create a tenant relocation fee; to provide that the fee only be assessed when the City pays for a tenant's relocation resulting from a required vacation from residential premises because of a condition making the premises unsafe to occupy; to provide for fee waiver when the relocation costs are otherwise covered by insurance; and to provide for calculation, billing, and collection of the fee.

Section 1. That Chapter 1460, section 1460.51, of the Codified Ordinances of the City of Lansing, Michigan, be and hereby is renumbered to 1460.52, as follows:
~~1460.51~~**1460.52** – Remedies.

Nothing in this Code shall limit or eliminate any right of action at common law or under statute that the City may otherwise have when enforcing the requirements of this Code.

Section 2. That Chapter 1460, Section 1460.51, of the Codified Ordinances of the City of Lansing, Michigan, be and hereby is added as follows:

1460.51 Tenant Relocation Fee

(a) Fee Responsibility

The owner or party in interest whose name appears on the City's real property tax assessment records for a rental premises shall be responsible for and pay to the City the tenant relocation fee, as provided in subsection (b), in the event of all the following:

- (1) The City Office of Code Compliance determines the tenant or tenants of a rental unit or structure governed by the regulations and requirements of this Chapter 1460 must vacate the rental premises for their health and safety as a result of the rental premises being declared unsafe and uninhabitable;
- (2) At the time it is vacated, the rental structure is legally inhabited pursuant to this Chapter 1460;
- (3) At the time the tenants vacate the rental structure or unit, the owner, tenant, or landlord does not have a valid insurance policy in place that covers tenants' relocation costs in a sum that is equal to or exceeds the Tenant Relocation Fee and provides proof within 24 hours of the request of the insurance policy and coverage in acceptable form to the Manager of Code Compliance; and
- (4) The City provides, at the City's initial cost and expense, immediate temporary replacement relocation housing for the tenant or tenants.

(b) Tenant Relocation Fee

The tenant relocation fee shall be the total sum expended by the City to pay for temporary replacement relocation housing for any and all tenants relocated under subsection (a), except that the fee reimbursement amount shall not be greater than an amount per day to be set by resolution of Council, shall not be for more than 30 days, and shall not exceed the amount the City actually pays for the housing.

(c) Collection

Upon final determination of the tenant relocation fee, the City department responsible for arranging the payment for the temporary replacement relocation housing shall report the amount of the payment to the City Treasurer who shall bill the owner or party in interest by first class mail at the address shown on the City Assessor's records. The full payment of the tenant relocation fee shall be due and payable within 30 days of the mailing. Any portion of the tenant relocation fee remaining unpaid after 30 days from the date of billing shall be a debt subject to collection as provided by law. The owner or interested party shall also be in default to the City until the full amount has been paid.

Section 3. All ordinances, resolutions or rules, parts of ordinances, resolutions or rules inconsistent with the provisions are repealed.

Section 4. Should any section, clause or phrase of this ordinance be declared to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof other than the part so declared to be invalid.

Section 5. This ordinance shall take effect on the 30th day after enactment, unless given immediate effect by City Council, and shall expire December 31, 2034.

Passage of Ordinance

An Ordinance of the City of Lansing, Michigan to amend the Lansing Codified Ordinances, Chapter 1460, to update and correct internal references located in Section 1460.44, subsections (a) and (i), and 1460.50.

Was read a second time by its title and adopted by the following roll call vote:

Yeas: Council Members Brown, Carter, Garza, Hussain, Kost, Pehlivanoglu, Spadafore

Nays: None

By Council Member Pehlivanoglu to give the Ordinance immediate effect

Motion Carried

Ordinance #1338

An Ordinance of the City of Lansing, Michigan to amend the Lansing Codified Ordinances, Chapter 1460, to update and correct internal references located in Section 1460.44, subsections (a) and (i), and 1460.50.

Section 1. That Chapter 1460, section 1460.44, of the Codified Ordinances of the City of Lansing, Michigan, be and hereby is amended as follows:

1460.44 – Registry

- (a) *General.* All rental properties in the City of Lansing, except owner-occupied single-family dwellings, are subject to Sections 1460.44 through ~~1460.51~~**1460.52** of this Code. Owners and agents of rentals subject to this Code shall register their names, telephone numbers and place of residence or usual places of business, and the location of the premises regulated by this Code, with the Office of Code Compliance, all absentee landlords shall have a registered agent in Lansing. An absentee landlord is the owner of property that is leased, assigned or rented to another and who lives more than 40 miles from the Lansing City Limits.
- ...
- (i) *Certificate Issued on Condition.* A Certificate of Compliance shall be issued on the condition that the premises remain in a safe, healthful and fit condition for occupancy. If, upon reinspection, the Manager of Code Compliance determines that conditions exist which are in violation of this Code. The certificate shall be immediately revoked and the premises may be vacated as provided in Section ~~1460.08~~**1460.01(m)** (~~Substandard structures, or premises~~) and/or Section ~~1460.09~~**1460.01(l)** (~~Unsafe premises or structure~~).

Section 2. That Chapter 1460, section 1460.50, of the Codified Ordinances of the City of Lansing, Michigan, be and hereby is amended as follows:

1460.50 – Notice, reinspection and revocation of certificate.

- (a) *General.* If, upon inspection, the premises or any part thereof are found to be in violation of any of the provisions of this Code, the violation shall be recorded by the Office of Code Compliance in the housing violation letters database.
- (b) *Notice to be Sent.* The taxpayer of record, registered owner, the registered agent and, at the discretion of the Office of Code Compliance, the occupants, shall be notified, in writing as per Section ~~1460.07~~**107 of the IPMC as adopted in Section 1460.01 of this Chapter** (~~Notices and orders~~), of the existence of the violation and shall be ordered to correct the violation as provided in this Code.
- (c) *Reinspections.* The Office of Code Compliance shall reinspect after a reasonable time for the purpose of ascertaining whether or not the violation has been corrected.
- (d) *Revocation of Certificate of Compliance.* If any Certificate of Compliance for occupancy is revoked because of the condition of any dwelling unit, the registered owner or agent may appeal such revocation under Section ~~1460.12~~ (~~Means of appeal~~)**111.1 of the IPMC as adopted in Section 1460.01 of this Chapter, and specifically modified in Subsection 1460.01(q)**, ~~except that such an appeal shall be in addition to and shall not change in any way the procedure contained in Section 1460.09 (Unsafe).~~

Section 3. All ordinances, resolutions or rules, parts of ordinances, resolutions or rules inconsistent with the provisions are repealed.

Section 4. Should any section, clause or phrase of this ordinance be declared to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof other than the part so declared to be invalid.

Section 5. This ordinance shall take effect on the 30th day after enactment, unless given immediate effect by City Council, and shall expire December 31, 2033.

Speaker Registration for Public Comment on City Government Related Matters

City Clerk Swope announced that the public comment registration forms for those intending to address Council on City government matters will be collected and that only those persons who have fully completed a form will be permitted to speak.

Reports From City Officers, Boards, and Commissions; Communications and Petitions; and Other City Related Matters

By Vice President Carter that all items be considered as being read in full and that President Kost make the appropriate referrals

Motion Carried

- Reports from City Officers, Boards and Commissions:

Item(s) from the City Clerk re:

Minutes of Boards and Commissions placed on file in the Clerk's Office
Placed on File

Item(s) from the Mayor re:

Budget Amendment; Human Relations and Community Services (HRCS) Carryforwards from Fiscal Year 2024-2025 to Fiscal Year 2025-2026

Referred to the Committee of the Whole

Appointment; Spencer Lippert as the 4th Ward member of the Planning Commission for a term to expire June 30, 2028 (PEND-4135)
Referred to the Committee on Development and Planning

Appointment; Leon Clark as a member of the Michigan Avenue Corridor Improvement Authority Board of Directors for a term to expire June 30, 2029
Referred to the Committee on Development and Planning

Appointment; Joseph Marutiak as a Resident member of the Michigan Avenue Corridor Improvement Authority Board of Directors for a term to expire June 30, 2029
Referred to the Committee on Development and Planning

- Communications and Petitions, and Other City Related Matters:

Communication from Linda Sanchez Gazella in support of the appointment of Florencio Hernandez as the 1st Ward member of the Board of Police Commissioners
Placed on File

Communications from Richard Simtob, Dave Bueche, and Louis M Sesti opposing Tenant Relocation requirements
Placed on File

Motion of Excused Absence

By Vice President Carter to excuse Council Member Jackson from tonight's proceedings.

Motion Carried

Remarks by Council Members

President Kost asked the audience to hold their applause until the end of the public comment.

Public Comment on City Government Related Matters

Emily Dievendorf spoke about the homeless encampment near Dietrich Park.

Teddy Hodge spoke about the homeless encampment near Dietrich Park.

Shawn Brock spoke about the homeless encampment near Dietrich Park.

Khadja Erickson spoke about the homeless encampment near Dietrich Park.

Kelsea Hector spoke about the homeless encampment near Dietrich Park.

Daniel Arnold spoke about various City Matters.

Shamarra Lewis spoke about the Sycamore Townhomes crisis.

Vivian Breslin spoke about the homeless encampment near Dietrich Park.

Oliver Stroud spoke about the homeless encampment near Dietrich Park.

Mindy Caporale spoke about the homeless encampment near Dietrich Park.

Dana Malone-White spoke about the homeless encampment near Dietrich Park.

Nicklas Zande spoke about various City matters.

Loretta Stanaway spoke about various City matters.

Deeldra Howard spoke about several housing issues including Sycamore Townhomes red tag.

David Ellis spoke about the homeless encampment near Dietrich Park.

Maddie Elliot spoke about the homeless encampment near Dietrich Park.

Nik Finch spoke about the homeless encampment near Dietrich Park.

Kyle Richard spoke about the homeless encampment near Dietrich Park.

Joanne Galloway spoke about the homeless encampment near Dietrich Park.

Darren spoke about the homeless encampment near Dietrich Park.

Jody Washington spoke about various City matters.

Michael Gorishek spoke about the homeless encampment near Dietrich Park.

Mat T. spoke about the homeless encampment near Dietrich Park.

Ariel Cushman spoke about the homeless encampment near Dietrich Park.

Adjourned Time 9:23 P.M.

Chris Swope, City Clerk

You will not be called to speak unless all required blanks on this form are completed.



Public Comment on Legislative Matters Registration

*The City of Lansing welcomes and encourages public comment relating to City Legislative Matters. In order to facilitate public input, you **MUST** complete this card and submit it to the City Clerk or City Clerk Staff prior the close of registration as announced by the City Clerk.*

*Legislative matters consist of the following items on the agenda: **public hearings, resolutions, ordinances for introduction, and ordinances for passage.** The public may comment for up to three minutes*.*

Agenda Item Number(s) or Description(s) Community Circle Players / Riverwalk
Name (print) Liane Zimny E-Mail (optional) lmzimny@gmail.com
Address (street, city, zip) 1317 Turner St, Lansing 48906
Company or organization represented, etc. (if applicable) Riverwalk Theatre
Signature Liane Zimny Pronouns she / her

- Public speakers will be called by the City Clerk. When the City Clerk recognizes you, please proceed to the speaker's podium and speak directly and clearly into the microphone. Do not touch the microphone.
- Direct your comments to the Council President.
- No speaker called upon to speak shall by speech or conduct disturb, disrupt, delay, interfere with, or otherwise impede the orderly conduct of the Council meeting.
- No personal attacks or defamatory remarks towards any person will be permitted.
- Questions raised during public comment may or may not be answered by the President, another Council Member, the Mayor, or member of the City Staff during the meeting.
- Time limit to address the council on legislative matters is **3 Minutes***.
- Spokespersons for a group or shared viewpoint are encouraged; however, a speaker's time limit may not be increased through assignment of someone else's time or opportunity to speak.
- No registrations will be accepted after the deadline as announced by the City Clerk.
- If you wish to submit written materials, please provide them to the City Clerk or City Clerk staff along with this form.
- The City Council conducts its open meetings in an orderly manner in accordance with the Open Meetings Act. Council meetings will not be conducted as interactive forums or "town meetings."

Thank you for your involvement and interest in our City,
Chris Swope, Lansing City Clerk, MiPMC / MMC

* *The Presiding Officer may reduce the amount of time for each speaker if he or she determines that the number of registered speakers is so numerous that the meeting cannot be timely concluded without a reduction in the time allocated for each speaker.*

Persons with disabilities who need an accommodation to fully participate in this meeting should contact the City Clerk's Office at (517) 483-4131 (TDD (517) 483-4479). 24 hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodation requests.

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Agenda Item Number(s) or Description(s) Liquor License #11

Name (print) Nicklas Zander E-Mail (optional) nwzander@lansingmi.gov

Address (street, city, zip) 411 W. Hubbard Ave. Lansing, MI 48910

Company or organization represented, etc. (if applicable) None

Signature Nicklas Zander Pronouns he/him

- Public speakers will be called by the City Clerk. When the City Clerk recognizes you, please proceed to the speaker's podium and speak directly and clearly into the microphone. Do not touch the microphone.
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Public Comment on Legislative Matters Registration

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Agenda Item Number(s) or Description(s) #15 - Shelter Pods

Name (print) Luna Brown E-Mail (optional) _____

Address (street, city, zip) 1216 E Kalamazoo St Lansing

Company or organization represented, etc. (if applicable) _____

Signature Luna Brown Pronouns She / Her

- Public speakers will be called by the City Clerk. When the City Clerk recognizes you, please proceed to the speaker's podium and speak directly and clearly into the microphone. Do not touch the microphone.
- Direct your comments to the Council President.
- No speaker called upon to speak shall by speech or conduct disturb, disrupt, delay, interfere with, or otherwise impede the orderly conduct of the Council meeting.
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Public Comment on Legislative Matters Registration

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Agenda Item Number(s) or Description(s) POD

Name (print) Mike Gonsheer E-Mail (optional) mike-gonsheer@lansingmi.gov

Address (street, city, zip) 425 Raging River Rd Mason MI 48858

Company or organization represented, etc. (if applicable) Politics with Lunch

Signature [Signature] Pronouns He/Him

- Public speakers will be called by the City Clerk. When the City Clerk recognizes you, please proceed to the speaker's podium and speak directly and clearly into the microphone. Do not touch the microphone.
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Public Comment on Legislative Matters Registration

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Agenda Item Number(s) or Description(s) Community pod

Name (print) Olivier Strood E-Mail (optional) _____

Address (street, city, zip) 1030 S Holmes St Lansing 48912

Company or organization represented, etc. (if applicable) Rents too damn high

Signature Olivier Strood Pronouns He/him

- Public speakers will be called by the City Clerk. When the City Clerk recognizes you, please proceed to the speaker's podium and speak directly and clearly into the microphone. Do not touch the microphone.
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Public Comment on Legislative Matters Registration

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Agenda Item Number(s) or Description(s) Homeless Pods

Name (print) Ariel Cushman E-Mail (optional) lcushman222@gmail.com

Address (street, city, zip) 12291 cement st.

Company or organization represented, etc. (if applicable) Fallen Angels camp

Signature Ariel Cushman Pronouns she/they

- Public speakers will be called by the City Clerk. When the City Clerk recognizes you, please proceed to the speaker's podium and speak directly and clearly into the microphone. Do not touch the microphone.
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Agenda Item Number(s) or Description(s) Pods for Homeless People

Name (print) Willie Hayes E-Mail (optional) _____

Address (street, city, zip) 430 N. Larch St

Company or organization represented, etc. (if applicable) Falling Angles Ministry

Signature [Signature] Pronouns _____

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Agenda Item Number(s) or Description(s) 15

Name (print) Zach J E-Mail (optional) _____

Address (street, city, zip) 2721 South Washington Avenue

Company or organization represented, etc. (if applicable) Child and Family Services

Signature Zach Gaspues Pronouns He/Him

- Public speakers will be called by the City Clerk. When the City Clerk recognizes you, please proceed to the speaker's podium and speak directly and clearly into the microphone. Do not touch the microphone.
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Agenda Item Number(s) or Description(s) 15

Name (print) Joanne Galloway E-Mail (optional) _____

Address (street, city, zip) 3100 E Mt Hope Ave

Company or organization represented, etc. (if applicable) _____

Signature J. Galloway Pronouns she/hers

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Agenda Item Number(s) or Description(s) 14. & 15

Name (print) Mitch Rice E-Mail (optional) ricemcpe@live.com

Address (street, city, zip) 509 E. Edgewood Blvd Lansing

Company or organization represented, etc. (if applicable) _____

Signature Mitch Rice Pronouns _____

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Agenda Item Number(s) or Description(s) #15 PEND 4140 the PODS

Name (print) Mercuri Rose E-Mail (optional) _____

Address (street, city, zip) 1409 Indiana Ave

Company or organization represented, etc. (if applicable) _____

Signature [Signature] Pronouns they/them

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Agenda Item Number(s) or Description(s) PODS

Name (print) Sean McLaughlin E-Mail (optional) Sean.mclaughlin@lansingcity.org

Address (street, city, zip) 1016 Washington Ave Apt 9 Lansing, MI 48906

Company or organization represented, etc. (if applicable) —

Signature [Signature] Pronouns he/him

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Agenda Item Number(s) or Description(s) Boardroom 53

Name (print) Crystal White E-Mail (optional) _____

Address (street, city, zip) _____

Company or organization represented, etc. (if applicable) _____

Signature [Signature] Pronouns _____

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Agenda Item Number(s) or Description(s) Housing

Name (print) CARL TREWKING E-Mail (optional) alkiecarl@yahoo.com

Address (street, city, zip) 1835 Fletcher St.

Company or organization represented, etc. (if applicable) One Day Industries

Signature Carl Trewking Pronouns _____

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**CITY OF LANSING
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a public hearing will be held on Monday, August 11, 2025, at 7:00 p.m. in the Tony Benavides Lansing City Council Chambers, 10th Floor, Lansing City Hall, 124 W. Michigan Avenue, Lansing, Michigan for the purpose of considering:

An Ordinance of the City of Lansing, Michigan, to Amend the Lansing Codified Ordinances amending Chapter 1610, Section 1610.01 by updating the International Fire Code (IFC) and standards (adopted by reference) from the 2018 IFC to the 2021 IFC and amending Section 1610.02 by renumbering IFC section to the 2021 code.

Persons with disabilities who need an accommodation to fully participate in these meetings should contact the City Council Office at 517-483-4177 (TDD (517) 483-4479) 24 hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodation requests.

For more information, please call Lansing City Council at 517-483-4177. If you are interested in this matter, please attend the public hearing or send a representative. Written comments will be accepted between 8 a.m. and 5 p.m. on City business days if received before 5 p.m., on the day of the Public Hearing at the City Clerk's Office, Ninth Floor, City Hall, 124 West Michigan Ave., Lansing, MI 48933 or email city.clerk@lansingmi.gov.

Chris Swope, Lansing City Clerk, MMC/MiPMC
www.lansingmi.gov/Clerk
www.facebook.com/LansingClerkSwope

ORDINANCE NO.

An Ordinance of the City of Lansing, Michigan, to amend the Lansing Codified Ordinances by amending Chapter 1610, Section 1610.01 by updating the International Fire Code (IFC) and standards (adopted by reference) from the 2018 IFC to the 2021 IFC and amending Section 1610.02 by renumbering IFC section to the 2021 code.

The City of Lansing ordains:

Section 1. That Chapter 1610 – Uniform Fire Code, Section 1610.01 – Adoption of the International Fire Code, of the Codified Ordinances of the City of Lansing, Michigan, be and is hereby amended to read as follows:

1610.01. - Adoption of **2021** ~~2018~~ International Fire Code.

(a) For the purpose of establishing the minimum requirements consistent with nationally Recognized good practice for providing a reasonable level of life safety and property protection from the hazards of fire, explosion, or dangerous conditions in new and existing buildings, structures, and premises and to provide safety to firefighters and emergency responders during emergency operations, the City hereby adopts the **2021** ~~2018~~ International Fire Code, including Appendices B, C, D, E, F, G, H, I, and N published by the International Code Council, Inc. with the additions, deletions, and revisions contained in this chapter.

A copy of this Code is on file in the Office of the City Clerk.

(b) References throughout these Codified Ordinances to the International Fire Code shall be deemed to mean the International Fire Code adopted in subsection (a) and it may be so cited. References throughout these Codified Ordinances to the Fire Prevention Code of the City of Lansing shall be synonymous with this International Fire Code, including its amendments adopted herein.

1 (c) Unless otherwise expressly provided, in the event of a conflict between any of the
2 provisions of the International Fire Code, herein adopted, and a provision of this chapter, or any
3 other provision of these Codified Ordinances, or any other local ordinance, resolution, rule or
4 regulation, the local provision shall control. In the event of a conflict between any of the provisions of
5 the International Fire Code, herein adopted, and State law, including rules and regulations promulgated
6 pursuant to State law, the State law shall control. In the event of a conflict between any of the provisions
7 of the International Fire Code, herein adopted, and a provision of any other standard technical code
8 adopted by reference by the City of Lansing, the stricter or higher standard shall control.

9 **(d) The readoption of the fire code by adoption of the 2021 International Fire Code shall not**
10 **be construed to affect the right or liability accrued or incurred under any legislative provision**
11 **prior to the effective date of such readoption, or an action or proceeding for the enforcement of**
12 **such right or liability. Such readoption shall not be construed to relieve any person from**
13 **punishment for an act committed in violation of any such legislative provision, nor to affect an**
14 **indictment or prosecution therefore. For such purposes, any such legislative provision shall**
15 **continue in full force notwithstanding its repeal for the purpose of revision and codification.**

16 **(e) Any violation of any of the provisions of this chapter shall be deemed a public nuisance and**
17 **may be abated by any court of competent jurisdiction. This remedy shall be in addition to the**
18 **penalty provided in Section 1610.99.**

19 1610.02. - Amendments.

20 *I.F.C. Section 102.7 Referenced Codes and Standards* is hereby amended by including the following
21 language:

22 The codes and standards referenced in this code shall be those that are listed in Chapter **80 47** and
23 such codes and standards shall be considered part of the requirements of this code to the prescribed

1 extent of each such reference. This code and standards referenced in this code shall be the most recently
2 published edition or version. Where differences occur between the provisions of this code and the
3 referenced standards, the provisions of this code shall apply.

4 *I.F.C. Section 111 ~~409~~ Board of Appeals* is hereby deleted and replaced with the following language:
5 *Appeals*

6 The Board of Appeals for appeals made under the Fire Prevention Code of the City of Lansing shall
7 be the Building Board of Appeals established in Section 113 the Michigan Building Code adopted
8 in Section 1420.01 of the Codified Ordinances of Lansing. The Board shall determine the suitability
9 of alternative materials and the type of construction and provide reasonable interpretations of the
10 provisions of this code. The Board shall render all decisions and findings in writing to the Fire Chief,
11 with a duplicate copy to the appellant, and may recommend to the executive body such new legislation
12 for engaging in the following activities, operations, practices or functions:

13 (1) *Fire suppression systems.* To design, install, modify, test, service and maintain any and all
14 fire suppression systems in accordance with any and all codes that apply to this installation.

15 (2) *Fire alarm systems.* To design, install, modify, test, service and maintain any and all fire alarm
16 systems in accordance with any and all codes that apply to this installation.

17 (3) *Open burning.* To ignite or burn material of any type on private land or on publicly owned or
18 controlled land, except as provided in this code.

19 (4) *Fireworks.* To conduct a public display or to use for agricultural or pest control purposes as
20 permitted by State law.

21 *I.F.C. Section 112.4 ~~410.4~~ Violation Penalties* is hereby deleted in its entirety.

22 *I.F.C. Section 113.4 ~~412.4~~ Failure to Comply* is added to read as follows:

23 Any person who shall continue any work after having been served with a stop work order, except such

1 work as that person is directed to perform to remove a violation or unsafe condition shall be subject to
2 the penalties codified in Section 1610.99 of this code.

3 *I.F.C. Section 503 **Fire Apparatus Access Roads** ~~Fire apparatus access roads~~* is hereby added as
4 follows:

5 (1) *Authority.* The Fire Department may establish fire apparatus access roads on both public and
6 private property within the City. The following criteria shall be used in determining the necessity of fire
7 apparatus access roads:

8 (a) Fire apparatus access roads shall be established as deemed necessary.

9 (b) The necessity of access from public thoroughfares shall be considered when establishing fire
10 apparatus access roads.

11 (c) The necessity of traffic lanes that are free from parked vehicles, both to and around affected
12 establishments, and that are capable of handling City fire vehicles, shall also be considered.

13 This determination shall be made whenever the Fire Department deems that such lanes are necessary for
14 the safety of occupants and property of such establishments or when, after being petitioned by a private
15 landowner to have fire apparatus access roads established on his or her property, the Fire Department
16 declares fire apparatus access roads necessary thereon in accordance with the above criteria. The Fire
17 Chief or his or her designee shall notify the landowner of any such property whereon fire apparatus
18 access roads are established, by mailing notice of the same to the address of the owner as identified in
19 the records of the City Assessor.

20 (2) *Records.* The Fire Department shall keep an accurate up to date record of all fire apparatus access
21 roads established within the City.

22 (3) *Signs.* All fire apparatus access roads shall be conspicuously posted with uniform fire apparatus
23 access road signs prescribed by the Fire Chief or his or her designee and erected not more than 100 feet

1 apart in all areas designated as fire apparatus access roads. The erection and maintenance of such signs
2 shall be the responsibility of the property owner. Any owner who, upon notification that a fire apparatus
3 access road has been established on his or her property and within thirty days thereof, fails to erect
4 uniform fire apparatus access road signs, shall be in violation of this section and subject to the penalty
5 provided in Section 1610.99 of the Codified Ordinances of the City. Further, when such signs are not
6 erected within 30 days of notification, Council may direct such signs to be erected, and the cost thereof
7 assessed against the property on the next general assessment roll of the City.

8 (4) *Permitted parking.* The Fire Chief or his or her designee may grant permission for parking of
9 certain vehicles, objects or trailers in designated fire apparatus access roads for limited periods where
10 such parking will not interfere with the use of the fire apparatus access road by emergency vehicles.
11 Whenever such permission is granted, a record of the same shall be kept by the Fire Department. In
12 conjunction with such permission, the Fire Department shall furnish a sign to be posted conspicuously
13 on the vehicle, object or trailer stating that permission to so park has been granted and stating the duration
14 that it may remain so parked.

15 (5) *Guidelines for fire apparatus access roads at construction sites.* The Fire Chief or his or her
16 designee shall establish guidelines for use by the Building Safety Division in determining the need for
17 fire apparatus access roads at all new construction sites and at sites where existing structures are being
18 modified. These guidelines shall include minimum dimensions for such fire apparatus access roads so as
19 to provide adequate maneuverability for City fire vehicles. The Fire Department shall make a final check
20 of all plans for such building or alteration upon submission of the same by the Building Safety Division.
21 The Fire Department shall either approve or reject such plans within 20 days of such submission and, if
22 rejected, shall state the reasons for the same. After rejection, such plans may be resubmitted for approval
23 after the necessary changes have been made.

1 (6) *Removal of vehicles, etc., from fire apparatus access roads.* When any member of the Fire
2 department or the Police Department observes any vehicle, trailer or other object parked in a fire
3 apparatus access road as herein established, and such vehicle, trailer or other object is not in such fire
4 apparatus access road under authority of subsection (4) hereof, he or she shall remove such vehicle,
5 trailer or other object or cause the same to be removed at the expense of the owner. If any vehicle, trailer
6 or other object is so located within a fire apparatus access road at a time the Fire Department is responding
7 to an alarm which necessitates use of such fire apparatus access road, then any member of the Police
8 Department or the Fire Department may move such vehicle, trailer or other object or cause the same to
9 be moved by any means possible without liability for damage.

10 (7) *Prohibited parking; citations.*

11 (a) No person shall stop, stand or park a vehicle, except when necessary to avoid conflict with other
12 traffic or in compliance with the directions of a law enforcement officer, fire-fighter or traffic control
13 device, within 15 feet of a fire hydrant.

14 (b) No person shall stop, stand or park a vehicle, whether occupied or not, in an area designated as a
15 fire apparatus access road, on public or private property, except when necessary to avoid conflict with
16 other traffic or at the direction of a law enforcement officer, fire-fighter or traffic control device.

17 (c) The Fire Marshal and other members of the Fire Department shall have the power and authority
18 to issue uniform traffic citations for a violation of any of the provisions of this section pursuant to Section
19 257.675d of the Michigan Motor Vehicle Code.

20 (8) *Appeals.* Notwithstanding the provisions of Section ~~111~~ 409 of this code, the following shall be
21 the method of appeal from any decision of the Building Board of Appeals as it may pertain to this section:
22 If any land owner is aggrieved by any decision as to the establishment of fire apparatus access roads, he
23 or she shall, within 30 days of the date of mailing of the fire apparatus access road establishment notice

1 as provided for in subsection (c) hereof, or within 30 days of the denial of a petition to establish a fire
2 apparatus access road, file with the Board of Appeals a written exception to such decision, together with
3 his or her reasons for the same. During the next scheduled meeting of the Board of Appeals, or a special
4 meeting set for hearing the exception, it shall, after consideration of the reasons for the exception, affirm,
5 modify or rescind its original decision.

6 *I.F.C. Section **605.8** ~~603.8~~ Incinerators* is hereby deleted and a new section **605.8** ~~603.8~~ is added
7 as follows:

8 *Incinerators*

9 (1) *General.* Free-standing noncommercial incinerators not connected to buildings are not permitted.
10 Permitted incinerators shall be in accordance with other governing agencies' requirements regulating
11 emissions. For other requirements, see the Michigan Building Code, as adopted in Section 1420.01 of
12 the Codified Ordinances of the City of Lansing, and the Michigan Mechanical Code, as adopted in
13 Section 1426.01 of the Codified Ordinances of Lansing.

14 (2) *Maintenance.* Incinerators shall be maintained in good condition at all times.

15 (3) *Discontinuance.* The Fire Chief and his or her designee authorized to require incinerator use to
16 be immediately discontinued if the Fire Chief or his or her designee determines that smoke emissions are
17 offensive to the occupants of surrounding property or if the use of the incinerator is determined by the
18 Chief or his or her designee to constitute a hazardous condition.

19 *I.F.C. Section **907.2.13** ~~907.2.12~~ High Rise* buildings is hereby amended to include the following:

20 This section shall include the adopted State of Michigan Bureau of Construction Codes Amendments to
21 the International Building Code.

22 *I.F.C. Section **905.12** ~~905.11~~ Existing Buildings* is hereby deleted in its entirety.

23 *I.F.C. Section **5504.3.1.1.3** ~~5504.3.1.1~~ Location* is hereby deleted and a new section **5504.3.1.1.3**

1 ~~5504.3.1.1~~ is added as follows:

2 Stationary containers shall be located in accordance with section **5504.3.1.1.3** ~~55.4.3.1~~

3 Containers of cryogenic fluids shall not be located within diked areas containing other hazardous

4 materials. The geographic limits in which the storage of flammable cryogenic fluids in stationary

5 containers is prohibited are to be determined by the Fire Chief or his or her designee in accordance with

6 NFPA 30 Flammable and Combustible Liquids Code, ~~Department of Environmental Quality~~ **Michigan**

7 **Department of Environment, Great Lakes, and Energy (EGLE)**, sections **5504.3.1.1- 5504.3.1.1.5**,

8 ~~5504.3.1.1.1 5504.3.1.1.5~~ **Table 5504.3.1.1**, and any other applicable code or standard recognized by the

9 Fire Chief or his or her designee.

10 *I.F.C. Section 5704.2.9.6.1* ~~3404.2.9.6.1~~ *Locations Where Above-ground Tanks are Prohibited* is hereby

11 deleted and a new section **5704.2.9.6.1** ~~3404.2.9.5.1~~ is added as follows:

12 The geographic limits in which the storage of class I and class II liquids in above-ground tanks outside

13 of buildings is prohibited is to be determined by the Fire Chief or his or her designee in accordance with

14 NFPA 30 Flammable and Combustible Liquids Code, Department of Environmental Quality, and any

15 other applicable code or standard recognized by the Fire Chief or his or her designee.

16 *I.F.C. Section 5706.2.4.4* ~~3406.2.4.4~~ *Locations Where Above-ground Tanks are Prohibited* is hereby

17 deleted and a new section **5706.2.4.4** ~~3406.2.4.4~~ is added as follows:

18 The geographic limits in which the storage of class I and class II liquids in above-ground tanks is

19 prohibited are to be determined by the Fire Chief or his or her designee in accordance with NFPA 30

20 Flammable and Combustible Liquids Code, Department of Environmental Quality, and any other

21 applicable code or standard recognized by the Fire Chief or his or her designee.

22 *I.F.C. Section 6104.2* ~~3804.2~~ *Maximum Capacity Within Established Limits* is hereby deleted and a new

23 section **6104.2** ~~3804.2~~ is added as follows:

1 The geographic limits in which the storage of liquefied petroleum gas is restricted for the protection of
2 heavily populated or congested areas is to be determined by the Fire Chief or his or her designee in
3 accordance with NFPA 58, the Liquefied Petroleum Gas Code, the Michigan Mechanical Code, and any
4 other applicable code or standard recognized by the Fire Chief or his or her designee. The aggregate
5 capacity of any one installation shall not exceed a water capacity of 2,000 gallons (7,570 liters).

6 Exception: In particular installations, this capacity limit shall be determined by the Fire Chief or his or
7 her designee, after consideration of special features such as topographical conditions, nature of
8 occupancy, and proximity to buildings, capacity of proposed containers, degree of fire protection to be
9 provided and capabilities of the local fire department.

10 ~~Sections 1101-1105 are deleted and replaced with the following language:~~

11 ~~Construction requirements for existing buildings shall meet the requirements of the Michigan Building~~
12 ~~Code adopted in Chapter 1420.~~

13 Section 2. All ordinances, resolutions or rules, parts of ordinances, resolutions or rules inconsistent with
14 these provisions are repealed.

15 Section 3. Should any section, clause or phrase of this ordinance be declared to be invalid, the same shall
16 not affect the validity of the ordinance as a whole, or any part thereof other than the part so declared to
17 be invalid.

18 Section 4. This ordinance shall take effect on the 30th day after enactment, unless given immediate
19 effect by City Council and shall expire on **December 31, 2034.**

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Approved as to form:

City Attorney

**CITY OF LANSING
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a Public Hearing will be held on Monday, August 11, 2025 at 7:00 p.m. in the Tony Benavides Lansing City Council Chambers, 10th Floor Lansing City Hall, 124 W. Michigan Ave., Lansing, MI for the purpose of considering:

An ordinance of the City of Lansing, Michigan, to amend the Lansing Codified Ordinances, Chapter 210, to add Section 210.06, to provide censure, penalties, and forfeiture of office for nonattendance of Council members at meetings, pursuant to the authority in Section 3-204 of the City Charter.

Persons with disabilities who need an accommodation to fully participate in these meetings should contact the City Council Office at 517-483-4177 (TDD (517) 483-4479) 24 hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodation requests.

For more information, please call 517-483-4177. If you are interested in this matter, please attend the public hearing or send a representative. Written comments will be accepted between 8 a.m. and 5 p.m. on City business days if received before 5 p.m., on the day of the Public Hearing at the City Clerk's Office, Ninth Floor, City Hall, 124 West Michigan Ave., Lansing, MI 48933 or email city.clerk@lansingmi.gov.

Chris Swope, Lansing City Clerk, MMC/MiPMC
www.lansingmi.gov/Clerk
www.facebook.com/LansingClerkSwope

ORDINANCE NO. _____

An ordinance of the City of Lansing, Michigan, to amend the Lansing Codified Ordinances, Chapter 210, to add Section 210.06, to provide censure, penalties, and forfeiture of office for nonattendance of Council members at meetings, pursuant to the authority in Section 3-204 of the City Charter.

THE CITY OF LANSING ORDAINS:

Section 1. That Chapter 210, Section 210.06, of the Codified Ordinances of the City of Lansing, Michigan, be and are hereby amended to read as follows:

210.06 Penalties for nonattendance at Council and Council Committee Meetings.

(a) As used in this section:

***Council Meeting* means a regularly scheduled Council meeting as provided in Section 3-201 of the City Charter or a special Council meeting called as provided in Section 3-202 of the City Charter.**

***Committee Meeting* means a regular or special meeting of a standing committee of the Council, as provided for by Section 3-102.5 of the City Charter and the Rules of Council, or of a special or adhoc committee of the Council that is limited in time and purpose, as provided for by Section 3-102.4 of the City Charter.**

***Absent* means the failure of a Council member to be physically present and in attendance at the time of the meeting roll call and whose absence is not an excused absence before the completion of the meeting, as provided in Rules of Council pertaining to the Order of Business, or by the completion of the next regular meeting.**

1 ***Excused Absence* means an absence excused under Rules of Council for a reason**
2 **acceptable to the Council, which may include, but is not limited to, illness, family**
3 **emergency, vacation, jury duty, bereavement, or weather danger. When determining**
4 **whether to excuse an absence, the Council may also consider how much notice was**
5 **provided by the Council Member in advance of the absence, but the Council Member must**
6 **provide notice at least one hour prior any scheduled meeting except in the event of a health**
7 **or safety emergency.**

8 **(b) Penalties for absences at Council Meetings: During a calendar year (beginning**
9 **January 1st and ending on December 31st each year), a Council Member may not be absent**
10 **from a Council Meeting. The penalties for a Council Member's absence at a Council**
11 **Meeting are as follows:**

12 **(1) For the first absence, a written warning is provided by the City Clerk to**
13 **the Council member.**

14 **(2) For a second absence, a council member may be censured by council**
15 **resolution at a regular council meeting within 60 days after the second absence**
16 **occurs.**

17 **(3) For a third or any subsequent absence, the Council member may be**
18 **required by resolution to pay a fine to the City in an amount equal to the Council**
19 **member's salary, divided by 26, for each absent Council meeting. Failure to pay the**
20 **fine imposed within 60 days of the resolution shall be a default under Section 2-**
21 **103.2 of the City Charter.**

1 **(4) A Council member, who is absent for five consecutive Council meetings,**
2 **shall be subject to forfeiture of the member's elective office as provided in Section 2-**
3 **302 of the City Charter.**

4 **(c) Penalties for absences at Council Committee Meetings: During a calendar year**
5 **(beginning January 1st and ending on December 31st each year), a Council Member may**
6 **not be absent from a Committee Meeting for a regular, special, or ad hoc committee that**
7 **member has been assigned to. The penalties for a Council Member's absence at**
8 **Committee Meetings are as follows:**

9 **(1) For the first absence, a written warning is provided by the City Council**
10 **Office Manager to the Council member.**

11 **(2) For a second absence, a council member may be censured by council**
12 **resolution at a regular council meeting within 60 days after the second absence**
13 **occurs.**

14 **(3) For a third or any subsequent absence, the Council member may be**
15 **required by resolution to pay a fine of \$100. Failure to pay the fine imposed within**
16 **60 days of the resolution shall be a default under Section 2-103.2 of the City**
17 **Charter.**

18 Section 2. All ordinances, resolutions or rules, parts of ordinances, resolutions or rules
19 inconsistent with the provisions are repealed.

20 Section 3. Should any section, clause or phrase of this ordinance be declared to be
21 invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof
22 other than the part so declared to be invalid.

Section 4. This ordinance shall take effect on the 30th day after enactment, unless given immediate effect by City Council, and shall expire December 31, 2034.

Approved as to form:

City Attorney

Dated: _____

Resolution #2025-192

By Council Members Brown, Carter, Garza, Hussain, Jackson, Kost, Pehlivanoglu, Spadafore
Resolved by the City Council of the City of Lansing

WHEREAS, the City of Lansing endeavors to honor individuals whose extraordinary efforts contribute to the betterment of our neighborhoods, promote civic pride, and inspire others to engage in public service and volunteerism; and

WHEREAS, Richard Miller, affectionately known by his neighbors as the “Mayor of Sheffield Boulevard”, has been a dedicated resident of the City of Lansing since 1961 and has lived on Sheffield Boulevard since 1972, demonstrating unwavering commitment to the Lansing Eaton Neighborhood and the greater Lansing community through decades of service and stewardship; and

WHEREAS, as an active and longstanding member of the Lansing Eaton Neighborhood Organization (LENO), Mr. Miller has served as Treasurer and exemplifies responsible leadership and tireless dedication to building a strong and vibrant community; and

WHEREAS, Mr. Miller’s voluntary acts of beautification—such as maintaining flower barrels, mowing public green spaces, and regularly picking up litter throughout the neighborhood —have greatly enhanced the appearance, safety, and livability of his surroundings, instilling community pride and protecting property values; and

WHEREAS, Mr. Miller also served as a valued member of the Lansing Police Advisory Board and Citizens Advisory Committee, where he represented the interests of Lansing residents with integrity, transparency, and a commitment to community trust and engagement; and

WHEREAS, his kind spirit, humility, and lifetime of community service have inspired countless neighbors and have become a living example of what it means to be a civic-minded and compassionate citizen; and

WHEREAS, civic engagement such as that modeled by Richard Miller fosters a shared sense of purpose, builds stronger and safer neighborhoods, enhances the quality of life for all residents, and helps create a more beautiful, inclusive, and resilient Lansing.

NOW, THEREFORE BE IT RESOLVED, that the Lansing City Council hereby recognizes and thanks Richard Miller for his selfless commitment, distinguished service, and lasting contributions to the City of Lansing and its citizens.

BE IT FURTHER RESOLVED, that the Lansing City Council expresses its sincere appreciation for Mr. Miller’s decades of civic involvement and neighborhood leadership, and wishes him continued health and happiness in the years ahead.

Resolution #2025-193

By the Committee on Development and Planning
Resolved by the City Council of the City of Lansing

WHEREAS, the Mayor has made the recommendation for appointment of Katherine Hubbard as a member of the Michigan Avenue Corridor Improvement Authority Board of Directors for a term to expire June 30, 2027; and

WHEREAS, the Mayor's office has confirmed with this resolution, that they have vetted the applicant based on the original application and believes that the application meets the qualifications as required by the City Charter; and

WHEREAS, the Committee on Development and Planning met on August 6, 2025 and took affirmative action.

NOW, THEREFORE BE IT RESOLVED the Lansing City Council, hereby, confirms the appointment of Katherine Hubbard as a member of the Michigan Avenue Corridor Improvement Authority Board of Directors for a term to expire June 30, 2027.

Resolution #2025-194

By the Committee on Development and Planning
Resolved by the City Council of the City of Lansing

WHEREAS, the Mayor has made the recommendation for appointment of Leon Clark as a member of the Michigan Avenue Corridor Improvement Authority Board of Directors for a term to expire June 30, 2029; and

WHEREAS, the Mayor's office has confirmed with this resolution, that they have vetted the applicant based on the original application and believes that the application meets the qualifications as required by the City Charter; and

WHEREAS, the Committee on Development and Planning met on August 6, 2025 and took affirmative action.

NOW, THEREFORE, BE IT RESOLVED the Lansing City Council, hereby, confirms the appointment of Leon Clark as a member of the Michigan Avenue Corridor Improvement Authority Board of Directors for a term to expire June 30, 2029.

Resolution #2025-195

By the Committee on Development and Planning
Resolved by the City Council of the City of Lansing

WHEREAS, the Mayor has made the recommendation for appointment of Spencer Lippert as the 4th Ward member of the Planning Commission for a term to expire June 30, 2028; and

WHEREAS, the Mayor's office has confirmed with this resolution, that they have vetted the applicant based on the original application and believes that the application meets the qualifications as required by the City Charter; and

WHEREAS, the Committee on Development and Planning met on August 6, 2025 and took affirmative action.

NOW, THEREFORE BE IT RESOLVED, the Lansing City Council, hereby, confirms the appointment of Spencer Lippert as the 4th Ward member of the Planning Commission for a term to expire June 30, 2028.

Resolution #2025-196

By the Committee on City Operations
Resolved by the City Council of the City of Lansing

WHEREAS, the Licensing and Enforcement Division of the Michigan Liquor Control Commission received a request from Community Circle Players, INC. dba Riverwalk Theatre for a Club License; new Sunday Sales Permit (PM), Outdoor Service Area, and Dance-Entertainment Permit; and

WHEREAS, the applicant has applied for approval of the license pursuant to Chapter 830 of the Lansing Codified Ordinances, has paid the appropriate application fee, and has received all the required departmental approvals; and

WHEREAS, the Committee on City Operations met on August 7, 2025, and reviewed the request with affirmative action taken.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council hereby approves the request from Community Circle Players, INC. dba Riverwalk Theatre for a Club License; new Sunday Sales Permit (PM), Outdoor Service Area, and Dance-Entertainment Permit at 228 Museum Dr.

Resolution #2025-197

By the Committee on City Operations
Resolved by the City Council of the City of Lansing

WHEREAS, the City of Lansing Department of Public Service is planning to rehabilitate Pleasant Grove Road from Holmes Road to Mt. Hope Avenue; and

WHEREAS, from September 6, 2025 through November 8, 2025, the Public Service Department, has requested a waiver of the noise ordinance on Saturdays from 8:00 AM to 5:00 PM; and

WHEREAS, the City of Lansing Public Service Department recommends that the contractor be granted the requested noise waiver in order to:

- Limit the amount of time that vehicle traffic will be detoured; and
- Keep the project on-schedule with uncertainty of weather impacts and colder fall temperatures impacting the HMA paving;

and

WHEREAS, a public hearing was held on Monday, July 28, 2025, in consideration of the request by the Public Service Department, for issuance of a waiver of the noise ordinance for construction noise at Pleasant Grove Road, between Holmes Road and Mt. Hope Avenue, on Saturdays from 8:00 AM to 5:00 PM from September 6, 2025 through November 8, 2025; and

WHEREAS, no substantive written or verbal comments in opposition to this noise waiver were received from anyone within the project area at the public hearing or during the public comment period.

NOW THEREFORE BE IT RESOLVED the City Council grants a waiver of the noise ordinance for construction noise at Pleasant Grove Road, between Holmes Road and Mt. Hope Avenue, on Saturdays from 8:00 AM to 5:00 PM from September 6, 2025 through November 8, 2025.

Resolution #2025-198

By the Committee on City Operations
Resolved by the City Council of the City of Lansing

WHEREAS, a public hearing was held on Monday, July 28, 2025, in consideration of the request by Hoffman Bros. Inc., the construction contractor for the Combined Sewer Overflow (CSO) 019 Project, for issuance of a waiver of the noise ordinance on Saturdays from 8:00 AM to 4:30 PM for the periods April 19, 2025, through November 22, 2025, and March 14, 2026 through November 21, 2026; and

WHEREAS, City Council previously approved Resolution #2025-122, which granted a noise waiver for work on Saturdays from 8:00 am to 4:30 pm from May 17, 2025 to November 22, 2025 in the project area of the CSO 019 project; and

WHEREAS, the construction contractor, Hoffman Bros., Inc. has rented a property to use as a staging yard at 1038 N. Larch Street; and

WHEREAS, for the periods August 16, 2025, through November 22, 2025, the construction contractor, Hoffman Bros. Inc., has requested a waiver of the noise ordinance in the area surrounding 1038 N. Larch Street on Saturdays from 8:00 AM to 4:30 PM; and

WHEREAS, the City of Lansing Public Service Department recommends that the contractor be granted the requested noise waiver in order to:

- reduce the amount of time local access for property owners is impacted;
- allow the contractor to have the ability to work some Saturdays when necessary for completion of important work activities; and
- keep the project on-schedule based on rain days.

NOW THEREFORE BE IT RESOLVED that the City Council grant a waiver of the noise ordinance to Hoffman Bros. Inc. while the company is conducting work as part of the CSO 019 Project on Saturdays from 8:00 AM to 4:30 PM for the periods August 16, 2025, through November 22, 2025.

Resolution #2025-199

By the Committee on Development and Planning
Resolved by the City Council of the City of Lansing

RESOLUTION APPROVING BROWNFIELD PLAN #80 AMENDMENT #1 – PLEASANT GROVE & HOLMES MIXED-USE REDEVELOPMENT PROJECT

WHEREAS, the Brownfield Redevelopment Authority (the ‘Authority’) of the City of Lansing, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, Public Act, Public Act 381 of 1996, as amended, (the ‘Act’) has prepared a Brownfield Plan, submitted to Council and placed on file in the office of City Clerk, LBRA Brownfield Plan #80 Amendment #1 – Pleasant Grove & Holmes Mixed-Use Redevelopment Project (the ‘Plan’); and

WHEREAS, a public hearing was held by the Lansing City Council on July 28, 2025 and at least 10 days before the public hearing the taxing jurisdictions were provided notice to be fully informed about the fiscal and economic implications of the proposed Plan and given a reasonable opportunity to express their views and recommendations regarding the Plan in accordance with Section 13 (10) and 14(1) of the Act; and

WHEREAS, the Lansing City Council, before and during its public hearing on July 28, 2025 reviewed testimony and evidence regarding the Plan, and found that:

1. the Plan provides for the reimbursement of costs attributable to eligible activities to the developer and the Authority,
2. the Project includes, in addition to the eligible activities identified in the Plan, the redevelopment of the property,
3. the Project may result in new private investment of approximately \$9.6M.
4. the Plan provides for the capture of property tax increment revenues due to the private investment on the site, and devotes them to repaying the Authority for its costs associated with eligible activities it performs, and to repaying the developer for their costs associated with eligible activities they perform, in accordance with the Plan,

WHEREAS, the Authority Board of Directors, at its meeting on June 20, 2025, recommended approval of the Plan, for this Project; and

WHEREAS, the City of Lansing Department of Economic Development and Planning has determined the proposed Project is consistent with local development and redevelopment plans and zoning ordinances, and

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, after having duly considered the Plan, finds it is in compliance with the provisions of the Act and further

finds:

- The Plan constitutes a public purpose under the Act;
- The Plan meets all of the requirements for a Brownfield Plan set forth in Section 13 of the Act;
- The proposed method of financing the costs of the eligible activities, as described in the Plan, is feasible and the Authority has the ability to arrange the financing;
- The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act; and
- The amount of the captured taxable value estimated to result from the adoption of the Plan is reasonable; and
- The proposed project is consistent with local development and redevelopment plans and zoning ordinances as has also been determined by the City of Lansing Department of Economic Development and Planning.

BE IT FURTHER RESOLVED that the Lansing City Council hereby approves the LBRA 'Brownfield Plan #80 Amendment #1 – Pleasant Grove & Holmes Mixed-Use Redevelopment Project'.

Resolution #2025-200

By the Committee of the Whole
Resolved by the City Council of the City of Lansing

WHEREAS, at any time during the fiscal year, the City Council may consider appropriations which modify the previously adopted annual appropriation to transfer an unencumbered balance in whole or in part from any account; provide for the expenditure of revenues in excess of those in the budget; or meet a public emergency affecting life, health, property, or the public peace; and

WHEREAS, the Department of Human Relations and Community Services recently completed a homelessness study identifying critical needs in addressing the direct needs of Lansing residents experiencing homelessness; and

WHEREAS, the Department of Human Relations and Community Services conducted an RFP for modular housing structures and special market conditions subsequently emerged providing the opportunity to purchase such structures at a reduced price point; and

WHEREAS, the Department of Human Relations and Community Services intends to purchase 50 ModPods Multi-Use Structures, including 34 units measuring 8' x 8' x 8' and 16 units measuring 8' x 8' x 16'; and

WHEREAS, the units will be used to address the homelessness crisis in the City of Lansing, pending final location and zoning approval by City Council, and subsequent regulatory approval from the State of Michigan; and

WHEREAS, after adjusting for known expenditures, an amount exceeding \$645,486 is anticipated to be unspent from the FY 2025 allocation of funding for meeting basic human services.

NOW, THEREFORE, BE IT RESOLVED that the administration is authorized to carry forward the remaining balances of the FY 2025 allocation of Basic Human Services & Racial Equity funding as amended, pending final audited figures and notification to City Council, and that the following FY 2025/2026 budget amendment is approved for immediate use.

BE IT FINALLY RESOLVED, the Administration is authorized to create appropriate accounts and to make the necessary operating transfers for the expenditure and control of the balance of the appropriations.

Appropriation	Description	Amount
General Fund Revenues		
Appropriation of Fund Balance	Committed Fund Balance (Basic Human Services)	\$645,486
Total General Fund Revenue Appropriation		<u>\$645,486</u>
General Fund Expenditures		
Basic Human Services & Racial Equity	Operating – Community Problem Solving	\$645,486
Total General Fund Expenditure Appropriation		<u>\$645,486</u>

Resolution #2025-201

By the Committee on Public Safety
Resolved by the City Council of the City of Lansing

WHEREAS, the Lansing City Council recently adopted Ordinance 1337, adding to the codified ordinances section 1460.51; and

WHEREAS, newly created section 1460.51 requires that the Council by resolution establish a Tenant Relocation Fee.

NOW THEREFORE BE IT RESOLVED that the Tenant Relocation Fee is \$85 per day.



Chris Swope

Lansing City Clerk

August 8, 2025

Members of the Lansing City Council
10th Floor City Hall
Lansing, MI 48933

Dear Councilmembers:

The Minutes from the Meetings of the following Boards, Commissions, and Authorities of the City of Lansing were placed on file in the City Clerk's Office and are available for review in the City Clerk's Office and at the following website: [Agendas & Minutes | Lansing, MI - Official Website \(lansingmi.gov\)](https://www.lansingmi.gov/agendas-minutes)

BOARD NAME

DATE OF MEETING

Saginaw Street Corridor Improvement Authority Board

June 26, 2025

Arts and Culture Commission

July 7, 2025

If my staff or I can provide further assistance or information relative to the filing of these minutes, please contact us at 483-4131.

Sincerely,

Chris Swope, MMC/MiPMC
Lansing City Clerk

Lansing City Clerk's Office

Ninth Floor, City Hall, 124 W. Michigan Ave., Lansing, MI 48933-1695

517-483-4131 ☐ 517-377-0068 FAX

www.lansingmi.gov/clerk ☐ city.clerk@lansingmi.gov

Lansing City Clerk's Office
Ninth Floor, City Hall, 124 W. Michigan Ave., Lansing, MI 48933-1695
517-483-4131 ☐ 517-377-0068 FAX
www.lansingmi.gov/clerk ☐ city.clerk@lansingmi.gov

Resolution #2025-###

By the Committee of the Whole
Resolved by the City Council of the City of Lansing

WHEREAS, the City Clerk's Election Unit will be moving to the Lansing Elections Office (LEO) at 701 W. Jolly Rd.; and

NOW, THEREFORE, BE IT RESOLVED THAT the Lansing City Council adds the Lansing Elections Office (LEO), 701 W. Jolly Rd. as an Early Voting site eligible to be used for any election.

Resolution #2025-###

By the Committee _____

Resolved by the City Council of the City of Lansing

WHEREAS, the Mayor has made the reappointment of Carol Skillings as an At-Large member of the Historic District Commission for a term to expire June 30, 2028; and

WHEREAS, the nominee has been vetted by the Mayor's Office and meets the qualifications as required by the City Charter; and

WHEREAS, the Committee _____ took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the reappointment of Carol Skillings as an At-Large member of the Historic District Commission for a term to expire June 30, 2028.

Resolution #2025-###

By the Committee _____
Resolved by the City Council of the City of Lansing

WHEREAS, the Mayor has made the appointment of Tracie Anne Kent as an At-Large member of the Lansing Entertainment and Public Facilities Authority Board of Commissioners for a term to expire June 30, 2028.

WHEREAS, the nominee has been vetted by the Mayor's Office and meets the qualifications as required by the City Charter; and

WHEREAS, the Committee _____ took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Tracie Anne Kent as an At-Large member of the Lansing Entertainment and Public Facilities Authority Board of Commissioners for a term to expire June 30, 2028.

Application for Appointment to Board or Commission

Thank you for your interest in serving on a Lansing Board, Commission, or Committee.

Certain boards, commissions, or committees require appointees to be a registered elector in the City of Lansing (Charter Section 2-102) and be a resident of Lansing for one year prior to taking office (Charter Section 2-102).

Appointees to every board, commission, or committee must not be in default to the City at the time of taking office (Charter Section 2-103.2).

Lansing City Charter, Section 5-104, Ineligibility For Boards, restricts certain City employee activities on some boards: "No person holding another City office or activity employed by the City shall be eligible to be a voting member on any board."

Date	05/20/2025
First Name	Tracie
Middle	Anne
Last Name	Kent
Date of Birth	
Home Address	6957 Westgate Dr
City	Laingsburg
State	MI
Zip Code	48848
Email	tracie.kent@nmhmhotels.com
Gender	Female

If you don't know which ward you live in, visit the [Lansing Neighborhoods Ward Map](#) and type in your address to find out!

Ward	Regional
Best Phone Number to Contact You	5174904530
In what year did you move to Lansing?	1998

Additional Information Regarding Experience and Credentials	I have been a resident of the greater Lansing region for over 25 years. I have a vestment in the hospitality industry and am a member of the Choose Lansing board of directors. I am currently serving as the secretary/treasurer of this board
---	---

and am also a member of Lodging Advisory board, in which I was a past chair. I am seeking to fill the Choose Lansing seat upon the LEPFA board.

Occupational Background	I am currently the Area General Manager for the Residence Inn by Marriott East Lansing and TownPlace Suites East Lansing and have been working with these brands since 2005. My background is in hotel management.
--------------------------------	--

Educational Background	I have a Bachelor of Arts degree from Michigan State University with a major in Hospitality Business.
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Are you a current City of Lansing or Lansing Board of Water and Light employee?	No
--	----

First Choice for Board to Serve on	Lansing Entertainment and Public Facilities (LEPFA)
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Second Choice of a Board to Serve on	Lansing Entertainment and Public Facilities (LEPFA)
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Third Choice of a Board to Serve on	Lansing Entertainment and Public Facilities (LEPFA)
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Fourth Choice of a Board to Serve on	Lansing Entertainment and Public Facilities (LEPFA)
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Please comment briefly on why you wish to serve on a particular board or commission. Please be specific as to your goals and ideas about how you wish to contribute to the work of the board or commission.	I am interested in serving on this particular board to fill the seat held for a Choose Lansing member. I feel passionate about the boards mission and the impact the entities managed have upon the greater Lansing community. With a background in the hospitality industry, I can provide insight and strategic thinking during these transitional times. I feel my skills and experiences will allow me to collaborate with current members for the long-term success and growth of the board.
--	---

This certification is not required but may impact potential consideration of the appointment being sought. I authorize the use of the information provided above to conduct a background search, including but not limited to criminal history, residency, and indebtedness to the City of Lansing. If selected to serve, I further authorize additional background checks during the term of my service to ensure the required criteria continue to be met. I also acknowledge that I have the affirmative duty to inform the City if I become aware of any change or condition in my status that fails to meet the required criteria.

Agreement to Background Check Authorization	• I agree
--	---

Please type your name in this box to signify that you can serve on a board or commission and the information in this application is accurate to the best of your knowledge.	Tracie Anne Kent
--	------------------

Date & Time	05/20/2025 11:41 AM (EDT)
------------------------	---------------------------

Receive an email copy of this form.	Yes
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Resolution #2025-###

By the Committee of the Whole
Resolved by the City Council of the City of Lansing

WHEREAS, the City of Lansing is the owner of real property commonly known as the “Lot 48 Richfield Park Sub” of North Cemetery (the “Property”) located 845 E. Miller Rd, Lansing, Michigan and described as: 33-01-05-03-352-452 (Section 89.48’x188’x89.93’x188), INGHAM COUNTY, MICHIGAN.;

WHEREAS, sale of the Property is in the best interest of the City because the City will no longer incur the expenses associated with maintaining the Property;

WHEREAS, the electors of the City of Lansing on the August 2, 2022 ballot voted and approved to sell a portion of real property known as “Lot 48 Richfield Park Sub” of North Cemetery currently located on the parcel of property located at 845 E. Miller Rd. in Lansing;

WHEREAS, the City published a Request for Proposal, RFP/23/026, to purchase the Lot 48 Richfield Park Sub” of North Cemetery on September 26, 2022 which generated one (1) proposal;

WHEREAS, the Proposal was received from VMG Construction whose address is 6081 S. MLK Jr. Blvd. Lansing, Michigan, for purchase in the amount of Eighty Five Hundred Dollars (\$8,500.00), subject to the terms of the Request for Proposal. VMG cancelled prior to closing the date.

WHEREAS, the City published a Request for Sale of Cemetery Property, S/25/079, Lot 48 Richfield Park Sub” of North Cemetery on March 31, 2025, which generated two bids, MI Building Partners LLC, Okemos, MI, with a bid of \$1,100 and VMG Construction LLC, Lansing, MI, with a bid of \$3,000.

WHEREAS, the bid was received from VMG Construction whose address is 6081 S. MLK Jr. Blvd. Lansing, Michigan, for purchase in the amount of Three Thousand Dollars (\$3,000.00), subject to the terms of the Request for Sale of Cemetery Property. The proceeds from this sale will go towards upgrading North Cemetery.

WHEREAS, the offer for this property was lower than the appraised value of Eight Thousand Dollars (\$8,000.00). The appraisal took place on August 9, 2021.

WHEREAS, the Purchase Agreement between the City of Lansing and VMG Construction was placed on file with the Clerk on April 17, 2025;

NOW, THEREFORE, BE IT RESOLVED, The Lansing City Council approves the sale of the Property, legally described as: LOT 48 RICHFIELD PARK, A SUBDIVISION OF A PART OF THE SW 1/4 OF SECTION 3, T3N, R3W, CITY OF LANSING, COUNTY OF INGHAM, STATE OF MICHIGAN, SUBJECT TO ALL BUILDING, USE AND OTHER

RESTRICTIONS OF RECORD.

For the sum of Three Thousand Dollars (\$3,000.00), to VMG Construction.

BE IT FINALLY RESOLVED, the Administration, on behalf of the City, is hereby authorized to sign and execute all documents, receive the funds, create the necessary accounts, and make necessary transfers for their administration in accordance with the requirements of the grantor to effectuate this transaction, subject to their prior approval as to content and form by the City Attorney.

**REAL ESTATE SALES AGREEMENT
BETWEEN
THE CITY OF LANSING
AND
VMG CONSTRUCTION**

This real estate sales agreement (this "Agreement") is entered into on _____ by and between the City of Lansing, Michigan, a Michigan Municipal Corporation, 124 W. Michigan Avenue, Lansing, MI 48933 ("Seller"), and VMG Construction, a Limited Liability Company, 6081 S. Martin Luther King Jr. Blvd, Lansing, Michigan 48911, ("Buyer"), on the terms and conditions set forth below.

For valuable consideration received, the parties agree as follows:

1. **Agreement for Purchase and Sale.** Seller shall sell, transfer, and convey to Buyer, and Buyer shall purchase from Seller, subject to, and on the terms and conditions set forth in this Agreement, the following (hereinafter, the "Property"), legally described as:

LOT 48 RICHFIELD PARK, A SUBDIVISION OF A PART OF THE SW 1/4 OF SECTION 3, T3N, R2W, CITY OF LANSING, COUNTY OF INGHAM, STATE OF MICHIGAN, SUBJECT TO ALL BUILDING, USE AND OTHER RESTRICTIONS OF RECORD

and which is presently situated within the parcel of property commonly known as "North Cemetery" located at 845 E. Miller Rd. in Lansing, together with all rights, privileges, and hereditaments to the Property including, all easements, rights-of-way or other appurtenances which may exist, and which may be used in connection with the Property's beneficial use and enjoyment.

2. **Purchase Price.** The purchase price for the Property (the "Purchase Price") shall be **Three Thousand and 00/100 Dollars (\$3,000.00)**. The Purchase Price, including the earnest money credit (defined in Paragraph 3), shall be due and payable at Closing (defined in Paragraph 7).
3. **Earnest Money Deposit.** Upon execution of this Agreement, Buyer shall deposit **One Thousand and 00/100 Dollars (\$1,000.00)** with the Title Company as an earnest money deposit. At closing, the earnest money deposit shall be credited against the Purchase Price. If Seller fails or refuses to close the transaction, Buyer may demand the return of the earnest money deposit, which shall be promptly returned. If Buyer defaults or fails to close the transaction, Seller may retain the earnest money deposit.
4. **Condition of Property and Inspection.**
 - a. Buyer will have a period not to exceed 30 days from Execution of this Agreement (the "Inspection Period") to review all documents which Buyer may desire to review and/or to conduct all tests, surveys, and examinations which Buyer may desire to conduct. At any time before the expiration of the Inspection Period, Buyer may provide to Seller a written notice (the "Notice to Proceed") pursuant to which the Inspection Period shall end and Buyer shall be deemed to be satisfied with the

condition of the Property and, thereafter, Buyer may only terminate this Agreement pursuant to paragraph 4, below. If Buyer fails to provide the Notice to Proceed before the expiration of the Inspection Period then this Agreement shall terminate, and thereupon neither party shall have any further rights or obligations hereunder, except as to any rights or obligations that expressly survive the termination of this Agreement.

- b. Buyer acknowledges that, except as otherwise set forth in this Agreement or in any Closing documents, Seller has not made, does not make, and specifically negates and disclaims all representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to:
- i. the value, nature, quality, or condition of the Property, including, without limitation, the water, soil, and geology or structural elements, or foundations,
 - ii. the suitability of the Property for any or all of Buyer's activities and uses,
 - iii. the compliance of or by the Property with any laws, codes, rules, ordinances, regulations, orders, decrees, or other requirement of any applicable governmental authority or body (collectively, the "Laws"), including, without limitation, compliance with any applicable zoning ordinance,
 - iv. the habitability, marketability, profitability, or fitness for a particular purpose of the Property,
 - v. existence in, on, under, or over the Property of any Hazardous Materials (defined below), or
 - vi. any other matter related to the Property.

"Hazardous Materials" means any substance that is or contains:

1. any "hazardous substance" as now or hereafter defined in §101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended (42 USC 9601 et seq.), or any regulations promulgated under CERCLA,
2. any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (RCRA) (42 USC 6901 et seq.) or regulations promulgated under RCRA,
3. any substance regulated by the Toxic Substances Control Act (TSCA) (15 USC 2601 et seq.),
4. gasoline, diesel fuel, or other petroleum hydrocarbons,
5. asbestos and asbestos-containing materials in any form, whether friable or nonfriable,
6. polychlorinated biphenyls,
7. radon gas, and

8. any additional substances or materials that are now or hereafter classified or considered to be hazardous or toxic under any Laws.
- c. Buyer further acknowledges that having been given the opportunity to inspect the Property, Buyer is relying solely on its own investigation of the Property and not on any information provided or to be provided by Seller and agrees to accept the Property in "as-is" and "where-is" condition, and waive all objections or claims against Seller arising from or related to the Property or to any Hazardous Materials on the Property, except for a breach of any representations or warranties set forth in this Agreement or any Closing documents. Buyer further acknowledges that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of the information and makes no representations as to the accuracy, truthfulness, or completeness of the information.
- d. This Paragraph ~~43~~ shall survive Closing for a period of 30 years.

5. Title Insurance and Survey.

- a. Seller shall cause the Title Company to furnish to Buyer, within 10 days of the Effective Date of this Agreement, a commitment in the amount of the purchase price in favor of Buyer for said policy, without standard exceptions and containing zoning and comprehensive endorsements, and such other endorsements as may be required by Buyer, (collectively the "Endorsements") and shall deliver to Buyer copies of all items set forth therein as exceptions to or defects of title to permit Buyer to review the state of title to the Property. At Closing, at Buyer's expense, the Title Company shall furnish a title insurance policy without standard exceptions with Endorsements to Buyer, on an ALTA owners policy form acceptable to Buyer in the amount of the purchase price, ensuring the Buyer is vested with good, fee simple, marketable and insurable title to the Property, subject only to such items and exceptions as Buyer has waived in its sole discretion. All standard exceptions to coverage shall be deleted by the Title Company. Buyer shall have the right to require such additional exclusions and such additional endorsements to the title policy as Buyer's counsel may reasonably require, at Buyer's expense. The ability of the Title Company to issue the title policy shall be a condition to Buyer's obligation to close this transaction.
- b. If Buyer requires a survey of the Property, Buyer, at its sole discretion and expense, shall obtain a survey of the Property ("Survey") within 45 days of the execution of this Agreement (the "Survey Deadline").
- c. Within 10 days after the earlier of:
 - i. Buyer's receipt of the Survey (if Buyer elects to order a Survey), or
 - ii. the Survey Deadline,

Buyer shall notify Seller of any objections to the title to the Property, including any matters of Survey. Seller shall have 30 days from the date it is notified in writing of the specific defect(s) claimed either to remedy the defect(s) or advise Buyer in

writing that it is willing to remedy the defect(s) on or before Closing, or that it is unwilling to remedy one or more defects.

If Seller elects not to remedy all defects, elects to remedy all defects prior to Closing but fails to do so, or fails to timely respond to Buyer's objections, Buyer may choose to:

- i. terminate this Agreement, or
- ii. elect to waive said defect(s) and proceed with the purchase subject thereto.

If Buyer elects to terminate this Agreement neither party will have any further obligation or liability to the other party hereunder, except as to any rights or obligations that expressly survive the termination of this Agreement.

Notwithstanding anything to the contrary, if Seller elects not to remedy (or is deemed to have elected not to remedy) an objected to item that can be discharged by the payment of an ascertainable amount (e.g. purchase of remediation services, or payment for the discharge of a mortgage or lien), and Buyer waives in writing its objection to such disapproved item, then those ascertainable amounts necessary to discharge any such disapproved items shall be deducted from the Purchase Price at Closing.

6. **Prorations.** Seller represents and warrants to Buyer that the Property is not currently subject to real property taxation. Any assessments that are a lien on the Property, or that otherwise relate to the Property and are due and payable as of Closing (other than the lien of general real estate taxes that are not due and payable as of Closing) shall be paid by Seller on or before Closing. Any costs of utilities, or other services, or materials, shall be paid by Buyer, in accordance with the executed Temporary Use Permit.
7. **Closing.** The transactions contemplated under this Agreement shall be consummated at a closing ("Closing"). At Closing,
 - a. Seller shall:
 - i. execute and deliver to Buyer a Quit Claim Deed to the Property in the form attached as Exhibit A,
 - ii. execute, at Buyer's option, a Michigan Real Estate Transfer Tax Valuation Affidavit,
 - iii. execute and deliver to Buyer an Affidavit of nonforeign status, and
 - iv. deliver exclusive possession of the Property to Buyer, free and clear of the possessory rights of any person or entity and in the same condition as exists on the date of Buyer's execution of this Agreement.
 - b. Buyer shall pay to Seller the Purchase Price, as adjusted pursuant to this Agreement, in cash or by wire transfer to an account designated by Seller at least 2 business days prior to Closing.
 - c. Seller and Buyer shall execute a mutually acceptable Closing Statement.

- d. *Closing Costs.* Closing costs shall be divided as follows:
 - i. Seller will be responsible for and pay any transfer taxes or documentary stamp taxes on the transfer of the Property,
 - ii. Buyer will be responsible for and pay the costs of recording the deed and the costs of any new survey.
 - e. *Closing Date and Place.* Closing shall be accomplished through a mutually agreeable title company within 30 days after Buyer's delivery of written notice to Seller that Buyer intends to close, but in any event no later than 30 days after the expiration of the Inspection Period, at a location mutually agreeable to the Parties. Notwithstanding the foregoing, an additional period of 5 business days shall be allowed for Closing to accommodate delays in title work or the correction of title defects and/or survey problems which can be readily collectable, delays in obtaining required inspections, and surveys or repairs.
8. ***Default and Remedies.***
- a. In the event of any default by Seller that continues without cure for 10 days after delivery by Buyer of notice to Seller, Buyer shall have the right (but not the obligation) to terminate this Agreement by notice to Seller within 15 days after the end of the cure period allowed to Seller, or Buyer shall have, as its sole remedy, the return of its earnest money deposit.
 - b. In the event of any default by Buyer that continues without cure for 10 days after the delivery by Seller of notice to Buyer, Seller shall have the right (but not the obligation) to terminate this Agreement by notice to Buyer within 15 days after the end of the cure period allowed to Buyer, or Seller shall have, in addition to retaining the earnest money deposit (as defined in Paragraph 3), the right to enforce this Agreement by an action for specific performance.
9. ***Representations and Warranties.***
- a. Seller warrants and represents to Buyer that as of the date of this Agreement and at Closing:
 - i. Seller owns good and marketable fee simple title to the Property,
 - ii. this Agreement constitutes a legal, valid, and binding agreement of Seller,
 - iii. to Seller's actual knowledge,
 - (A) there is no pending or threatened litigation or proceeding relating to the Property or the operation or use of it, and
 - (B) there is no pending or threatened bankruptcy proceeding involving Seller,
 - iv. to Seller's actual knowledge, the Property is not, and Seller has not received any notice that the Property is, in violation of any federal, state, local, or other governmental zoning, health, environmental, safety, platting, subdivision, or other law, ordinance, or regulation, or any applicable private restriction relating to the Property or the operation or use of it,

- v. Seller has not received any notice from any insurance carrier of any defects or inadequacies in the Property, which, if not corrected, could result in a cancellation of insurance coverage or a material increase in the cost of it,
- vi. there are no leases or contracts relating to the Property or the operation or use of it that will be binding on Buyer or the Property after Closing,
- vii. Seller has delivered to Buyer all surveys, title policies and commitments, and environmental studies, that pertain to the Property or the operation and use of it, and
- viii. (A) Seller is a municipal corporation authorized and existing under the laws of the State of Michigan,
 (B) neither the execution of this Agreement nor the performance of Seller's obligations under this Agreement will constitute a default under its organizational documents or any contract or agreement by which Seller is bound, and
 (C) the execution and delivery of this Agreement by Seller and the consummation of the transactions contemplated by this Agreement by Seller will not violate any order, writ, injunction, or decree of any court in any litigation to which Seller is a party or bound or violate any law.
- b. Buyer represents and warrants to Seller as of the date of this Agreement and at Closing that:
 - i. Buyer is a limited liability corporation,
 - ii. the execution and delivery of this Agreement by Buyer and the consummation of the transactions contemplated by this Agreement by Buyer will not violate any order, writ, injunction, or decree of any court and any litigation to which Buyer is a party or bound or violate any law.
- 10. **Broker.** Neither party has engaged the services of a broker, hence, there are no broker's fees.
- 11. **Notice.** All notices given pursuant to this Agreement by either party to the other shall be in writing and delivered by overnight mail or delivery service or via facsimile to the address below, or at such other address or addresses as either party may designate by notice given to the other party. All such notices shall be deemed effective on the day of facsimile transmission or the next day for overnight delivery service or mail. All notices shall be addressed to the parties as follows:

To Buyer: VMG Construction
 6081 MLK Blvd.
 Lansing, MI 48911

To Seller: Brett Kaschinske
Director, Parks and Recreation
City of Lansing
200 N. Foster
Lansing, MI 48915
brett.kaschinske@lansingmi.gov

With a copy to: Office of the City Attorney
124 W. Michigan Ave., 5th Floor
Lansing, MI 48933
CityAtty@lansingmi.gov

12. ***Saturday, Sunday, or Legal Holiday.*** Whenever any determination is to be made or action to be taken on a date specified in this Agreement, if the date falls on a Saturday, Sunday, or legal holiday, the date of the determination or action shall be extended to the next business day.

Entire Agreement. This Agreement and the related Closing documents contain all the agreed upon terms and conditions regarding the sale of the Property. No individual acting on behalf of, or purporting to act on behalf of, either party is authorized to make, or agree to, any additional term, condition, representation, warranty, guaranty, or promise regarding the Property or its sale. By execution of this Agreement both parties acknowledge that no terms or conditions outside of this Agreement have been made or accepted. This Agreement supersedes any prior or contemporaneous understandings or written or oral agreements between the parties concerning the Property. No variation, modification, or alteration of these terms shall be binding on either party unless set forth in an express and formal written amendment executed by all parties to this Agreement.

13. ***Survival.*** The representations and warranties of the parties contained in this Agreement shall survive Closing for one year and shall not merge in the quit claim deed or any of the other documents executed in connection with Closing.
14. ***Governing Law.*** This Agreement shall be governed by and construed under and in accordance with the laws of the State of Michigan.
15. ***Binding Effect.*** All terms and provisions in this Agreement shall bind and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns. Buyer shall have the right to assign this Agreement to an entity controlled by or affiliated with Buyer, and upon notice from Buyer, Seller shall convey the Property directly to Buyer's assignee provided Buyer and/or assignee have fulfilled Buyer's obligations under this Agreement.
16. ***Construction.*** This Agreement shall not be construed more strictly against either party regardless of which party drafted it. It is acknowledged by both parties that this Agreement shall be interpreted in accordance with the clear and reasonable intent of the parties.

17. **Attorney Fees.** In connection with any litigation, including appellate proceedings, arising out of this Agreement, the prevailing party shall be entitled to recover from the losing party the reasonable attorney fees and other costs incurred by the prevailing party in connection with the litigation.
18. **Counterparts; Facsimile.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by digital copy or by facsimile transmission, and a digital copy or facsimile of this Agreement or of a signature of a party will be effective as an original.
19. **Statement of Lack of Necessity.** Pursuant to Lansing City Charter 8-403 a statement of lack of necessity is not required for the disposition of this property.

The parties have executed this Agreement on the date listed on the first page.

SELLER:

City of Lansing, Michigan,
a Michigan municipal corporation

Andy Schor, Mayor

Approved as to form:

I certify that funds are available
in account No.: N/A

Gregory S. Venker, City Attorney

Finance

BUYER:

For VMG Construction

Ordinance No. _____

An ordinance of the City of Lansing, Michigan, to amend the Code of Ordinances of the City of Lansing, Chapter 887, by adding a new section 887.10 to provide for a service charge in lieu of taxes in the amount of eight percent of shelter rents for not less than 618 workforce multi-family dwelling units in a project known as Evergreen Park Apartments and Townhomes, pursuant to the provisions of the State Housing Development Authority Act of 1966, as amended, MCL 125.1401, et seq.

THE CITY OF LANSING ORDAINS:

Section 1. That Chapter 887 of the Code of Ordinances of the City of Lansing, Michigan be amended to add a new Section 887.10, to read as follows:

887.10. Evergreen Park Apartments and Townhomes

(a) *Applicability of Sections 887.01 to 887.07.* All procedures, substantive requirements, and definitions provided in Sections 887.01 to 887.07 of the Code of Ordinances of the City of Lansing are incorporated by reference and shall apply to this Section 887.10, except:

- (1) This ordinance section 887.10 shall be accepted as the “PILOT resolution”.**
- (2) The PILOT payment is to be eight percent of the annual shelter rent obtained from the Workforce Housing Project.**

(b) *Workforce Housing Project and Developer.* For the purpose of this Section 887.10 the name and location of the Workforce Housing Project is Evergreen Park Apartments and Townhomes, and consists of six hundred eighteen (618) units of rental housing located at 900 Long Boulevard in the City of Lansing, Michigan, 48911, on parcels 33-01-05-09-476-005 and 33-01-05-09-476-011. For the purpose of this Section 887.10 the name of the

Sponsor is 900 LONG TIC 1 LLC, as managing member of a tenancy in common with 900 LONG TIC 2 LLC; 900 LONG TIC 3 LLC, and 900 LONG TIC 4 LLC.

(c) *Establishment of annual service charge.*

- (1) The City Council acknowledges that the Sponsor is the owner of the Workforce Housing Project, has already commenced construction, and has submitted a complete application prior to the consideration and adoption of this ordinance. Further the City Council have reviewed the application materials and determined that the factors set forth in Section 887.04(e) favor approval of the Sponsor's application.**
- (2) Subject to the conditions and requirements of this Chapter 887 and the Act, the six hundred eighteen (618) units in the housing development identified as Evergreen Park Apartments and Townhomes and the property on which they are constructed shall be exempt from all property taxes for not more than fifteen (15) years, commencing in the earliest tax year that all conditions are requirements are met, which is currently 2026.**
- (3) In lieu of all said property taxes on the six hundred eighteen (618) units in the housing development, the Sponsor shall pay, and the City will accept, an annual service charge for public services in the sum equal to eight percent (8%) of the annual shelter rents.**

Section 2. All ordinances, resolutions or rules, ordinances, parts of ordinances, resolutions or rules inconsistent with the provisions hereof are hereby repealed as they pertain to Evergreen Park Apartments and Townhomes at the time this exemption commences.

Section 3. Should any section, clause or phrase of this ordinance be declared to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof other than the part so declared to be invalid.

Section 4. This Ordinance shall take effect on the 30th day after enactment unless given immediate effect by the City Council, and shall expire December 31, 2034.



Andy Schor, Mayor

CITY ASSESSORS OFFICE

Jennifer Czeiszperger, Assessor

3rd Floor City Hall
124 West Michigan Avenue
Lansing, Michigan 48933
(517) 483-7624
assessor@lansingmi.gov

Project: Evergreen Townhomes

Parcel ID #: 33-01-05-09-476-005 & 33-01-05-09-476-011



The project includes two parcels that have a combined Taxable Value of \$15,975,000 for the 2025 assessment year. The parcels are currently improved properties with substantial off-street parking.

- Estimated taxes for 2025 based on a millage rate of 80.0519: \$1,278,829

The property is fully developed and contains a total of 618 units with a mix of apartments and townhomes. All units will be part of the Workforce PILOT. Units vary in size and bedroom count, ranging from 1-bedroom units with 660 sq ft to 3-bedroom units with 1,482 sq ft. The complex is partially rented with renovations in progress. The owners are currently advertising the rent for 2-bedroom units at \$1,095 per month. The site also has a rental office and clubhouse.

- Estimated based on Pro Forma with an 8% PILOT: \$352,241

Charles English, MAAO
Deputy Assessor
Assessing Department



MEMORANDUM

TO: Rawley Van Fossen, Director

FROM: Erin Buitendorp, Community Development Manager

DATE: June 3, 2025

SUBJECT: Workforce PILOT Application Summary for 900 Long Boulevard (Evergreen Park Apartments)

The City of Lansing has received an application for Payment in Lieu of Taxes (PILOT) from Greatwater Opportunity Capital.

In April 2024, Greatwater Opportunity Capital acquired the Evergreen Park Apartments and Townhomes, a significant 618-unit community previously known as 900 Long Blvd (formerly Autumn Ridge) located in Lansing. This acquisition marks Greatwater's first venture beyond Detroit, Michigan, in which the 900 Long Blvd. portfolio consists of 223 one-bedroom, 325 two-bedroom, and 70 three-bedroom units. The community spans approximately 22 acres with 620,000 square feet of renovated building space, including 410 townhomes and 208 apartments. To date, Greatwater has invested more than \$7.5 million into critical improvements across the property, which include roof and gutter replacements, repairs to concrete and asphalt, demolition of unsafe garages, landscaping enhancements, and efforts to restore the community pool, which is expected to reopen in Summer 2025. Upon acquisition, all 618 units were tagged for inspections—118 were red-tagged and legally uninhabitable.

However, significant progress has been made. In consultation with the EDP – Code Enforcement Office, as of June 3, 2025, the team cleared all red tags apart from two units affected by water damage, with remediation efforts currently underway. Additionally, nearly 200 pink tags have been addressed, with 144 of the apartment units fully certified. The remaining four buildings, totaling 62 units, are pending release from a holding pattern, awaiting clearance related to ongoing safety assessments. The anticipated timeline for full restoration is set for Summer 2025, although Greatwater acknowledges potential delays due to rising costs and regulatory requirements. Full unit occupancy is projected for mid-2026, though complete compliance may not be achieved until April/May 2026. Current occupancy stands at 51.3%, with 33 units recently passing inspections to lift their pink tags. In response to queries from the Community Development office regarding promotional incentives, Greatwater clarified their approach: the \$500 "look and lease"

"Equal Opportunity Employer"

incentive is available for immediate applications following tours or special events, while the \$250 discount is an ongoing offer for 12-month leases outside promotional events. This acquisition and redevelopment initiative reflects Greatwater's commitment to revitalizing the community while addressing urgent housing needs and adherence to regulatory standards.

A conferral with the Planning and Zoning division determined that no site plan is required because it is all rehabilitation.

A conferral with the Building Safety office determined that permits were pulled for electrical and building in September 2024 with details in BS&A.

The Assessing Department provided a tax impact assessment estimate, which is included as an appendix to this memo and is subject to change based on actual income and utilities.

If approved by 12/31/2025, start date: 1/1/2026 – 12/31/2041.

Please note that a Workforce PILOT covers 80-120% AMI, these ranges are set annually by the US. Department of Housing and Urban Development.

Household Size	1	2	3	4	5	6	7	8
80%	\$56,500	\$64,550	\$72,600	\$80,650	\$87,150	\$93,600	\$100,050	\$106,500
120%	\$84,650	\$96,750	\$108,850	\$120,950	\$130,650	\$140,300	\$150,000	\$159,650

<https://www.hudexchange.info/resource/3680/nsp-income-limits/>

To conclude, the Community Development Office supports the Workforce PILOT application from Greatwater Opportunity Capital for 8% exemption over 15 years with a final decision from Lansing City Council.



Erin Buitendorp, Community Development Manager
Department of Economic Development and Planning
City of Lansing, MI



Chris Swope
Lansing City Clerk

August 8, 2025

President and Council Members
10th Floor City Hall
Lansing, MI 48933

Dear President and Council Members:

My office has received and placed on file the latest version: [900 Long Blvd - Evergreen Park PILOT materials](#)

This document is available for review at the office of the City Clerk or at <https://mi-lansing3.civicplus.pro/227/Public-Notices-Documents-on-File> under Documents on File tab.

Sincerely,

Chris Swope, MMC/MiPMC
Lansing City Clerk



City of Lansing Application
Payment in Lieu of Taxes (PILOT)

Municipal Review of Workforce Payment in Lieu of Tax (PILOT)
(LANSING, MI ORDINANCE CHAPTER 887)

Dear PILOT Applicant:

Please read the following information carefully for an overview of the City's Workforce Payment in Lieu of Tax (PILOT) application process.

After you complete and submit a Workforce Payment in Lieu of Tax (PILOT) application to the Community Development Office, the city's review process begins. Our office will forward your application for review to various departments. Of these departments, the following may be in contact with you:

- ☐ Mayor's office
- ☐ City Assessor
- ☐ City Zoning Administrator
- ☐ City Engineer
- ☐ City Treasurer
- ☐ City Clerk

Upon concurrence from all necessary departments- *applications will be placed on the appropriate City Council agenda for final approval*; applicants will be notified of these meetings. Process is estimated to take 120 days.

Application Fee - All fees are to be paid in full upon submission.

Applications received without payment will not be reviewed.

- ☐ Applications for *new or renewal applications* Payment in Lieu of Tax (PILOT) = **\$850**
- ☐ Payment to City of Lansing by Check. Please turn into Community Development Office.

We recognize the importance of providing you with a response as quickly as possible – the City of Lansing is committed to working with you.

Should you have any questions, please feel free to contact our office.

Thank you for choosing the City of Lansing!

Sincerely,

Erin Buitendorp
Community Development Manager

City of Lansing, MI
Application for PILOT – Payment in Lieu of Tax
Ordinance Chapter: 887



Please complete the following information even if preliminary. This will help to expedite the process. We will schedule a meeting with pertinent departments and the applicant as soon as possible.

Please indicate the type of application being filed (check all that apply):

- ☒ New
☐ Renewal
☐ Transfer of Ownership

Other

Please read the following information carefully for an overview of the City's payment in lieu of taxes application process.

Applicant: **900 LONG TIC 1 LLC (managing member); 900 LONG TIC 2 LLC; 900 LONG TIC 3 LLC; 900 LONG TIC 4 LLC**

Developer, if different than above: **Greatwater Opportunity Capital LLC**

Name of Organization, if any: **Greatwater Opportunity Capital LLC**

Owners of Organization: **Justin Golden & Matthew Temkin**

Address: **900 Long Blvd.** **Lansing** **MI** **48911**
Street City State Zip

Authorized Applicant Representative: Justin Golden

Phone No: **313-878-8824** E-Mail: **jgolden@greatwater.us**

(Must include - name, address, e-mail address and telephone number of the applying entity, and the legal entity that will own the project, if different from the applying entity. Name of applying entity's representatives, financial guarantors of the project, and name of principals of those entities, addresses, emails, and telephone numbers.)

Type of ownership of project:

- ☐ Partnership ☐ Subchapter S Corporation ☐ Individual proprietorship
☐ Corporation ☐ Cooperative ☒ Limited Liability Company

Federal Identification No. or Social Security No. [REDACTED]

If a corporation, specify the state and date of incorporation:

Name and title of individual to contact: _____ Page 2 of 6
Page 84 of 223

Email address: _____

Mailing address: _____

City, State, Zip _____ Phone No. _____

Indicate the tax incentives applied for and terms. Be specific

Property Tax Exemption Payments In Lieu of Taxes:

____ 15 ____ Number of years ____ 2025 ____ Beginning year ____ 2040 ____ Ending year

____ 8% ____ Percent of exemption ____ \$728k avg (see Payment Schedule) ____ Estimated amount of annual pmt
(attach schedule if needed)

For Transfer of Ownership Only:

TRANSFEROR: CORPORATION, INDIVIDUAL, OR PARTNERSHIP NAME:

(First, Middle, Last Name of Officers and/or Directors)

(Phone)

(Address)

(Email)

(First, Middle, Last Name of Officers and/or Directors)

(Phone)

(Address)

(Email)

Have you submitted an application for a similar request to the City of Lansing? ☐ Yes ☒ No

Do you owe city funds for delinquent taxes or utilities bills? ☐ Yes ☒ No

Did you include names of all officers and/or directors as it relates to this application? ☒ Yes ☐ No

Check all that has been included with this application, if an item is not included; please provide a brief explanation why.

- ☒ Target median income and proposed rents. Include current Area Median Income chart as attachment [See Proposed Rents PDF & AMI Chart](#)
- ☒ Legal description of project real property and survey of the proposed exempt property: [See Legal Description PDF](#)
- ☒ Proof of ownership interest or control of the project: [See Background PDF](#)
- ☒ Site plan. [See Site Plan PDF](#)
- ☒ A description of the sponsor's organizational structure and development experience, , including background information on applicant and guarantors, if any, and all other relevant information pertaining to the PILOT project: [See Background, Impact Initiative, and Org Chart PDF](#)
- ☒ Attach a detailed narrative describing the PILOT – detailing [See Narrative and Impact Initiative PDF](#)
 - a. The scope of the workforce housing project
 - b. Location, number and type of units
 - c. A schedule with projected milestones
 - d. A development income and expense pro forma (including the estimated annual shelter rents)
 - e. A ten-year cash flow projection [See Pro Forma PDF](#)
 - f. Intended usage/target market
 - g. Economic impact
 - h. Environmental impact, including any measures taken to mitigate negative impact or improve the natural environment
 - i. Impact on City infrastructure, including transportation and utilities
 - j. Impact on City services, such as police, fire, emergency medical transport, code enforcement
 - k. Square footage of the building and land area to be renovated
 - l. Architectural renderings, including number and types of units
 - m. Any other information needed to fully explain the project

Will this project consist of new construction or rehabilitation of an existing structure?

- ☒ If existing facility, when was it constructed? **1977**
- ☐ If new construction, please provide responses for the following:
 - ☐ Estimated date of commencement of construction of the project covered by this application.
 - ☐ Description of project to be constructed including size, type, and quality of construction.
 - ☐ Approximate date of commencement of this project's operation.

☒ Describe the marketing plan for the project, identifying the intended market. List the types of lessees anticipated. If the project is speculative, how long is full occupancy expected to take and who will manage the project? [See Marketing Plan PDF](#)

☒ Do you have a third-party market study? If yes, please submit copy. **No**

☒ Briefly describe the ownership and tax information for this Project. Include in this section the following: [See Ownership and Tax Information PDF](#)

- a. State the location of the proposed project by street address and legal description
- b. Name the property owner at the time of application submittal
- c. If the Applicant does not presently own the property, attach a valid option to purchase the property

- d. Describe all existing financing, options, and liens on the property
- e. State the tax parcel number for all property involved with the Project and the current assessed value of the Property
- f. Are any assessments presently under appeal? If so, describe the status of the appeal(s)
- g. Will the Project result in the subdivision of any present tax parcel?

■ Provide a detailed development pro forma outlining proposed hard, soft, financing costs, and developer fees associated with proposed development. Pro forma must also identify all sources of financing and terms, including Applicant equity, construction and permanent financing and any government assistance.

Proposals will contain detailed costs breakdowns. [See Development Details PDF](#)

■ Provide a detailed operating pro forma that will include all anticipated Major Revenues and Expenses for the full term of the requested PILOT. [See Pro Forma PDF for 15 year projection with and without the PILOT](#)

■ Are changes proposed to the public space around the Project (Example; sidewalks, lighting, and planting)? If yes, describe. [None](#)

■ State proposed time schedule for the Project including anticipated dates for the following:

- a. Closing of the loan or contributing financing availability [April 26, 2024](#)
- b. First expenditure of funds regarding the project [April 2024](#)
- c. Anticipated date construction will begin [April 2024](#)
- d. Anticipated completion date [Dec 2025](#)

■ Financial Background: [See Financial Background PDF](#)

- a. Attach current audited financial statements of the applicant and guarantors. If audited financial statements are unavailable, please submit non-audited statements
- b. State the relationship any applicant or grantor has had with any accounting firm over the last five years and reason for change, if any
- c. Give three credit references for the applicant.

■ Development Team: Name any of the following that will be involved with the Project (with addresses, e-mail addresses, and phone numbers): [See Development Team PDF](#)

- a. Applicant Primary Point of Contact
- b. Architects and engineers.
- c. Construction Project Manager
- d. General Contractor for project
- e. Other professionals

■ Please describe any potential conflicts of interest the applicant or any guarantor may have with any City Personnel or City Council members. [None](#)

■ Describe the following as to any applicant, guarantor, or other person involved with this project: [None](#)

- a. Any pending civil litigation involving this property or other business holdings;
- b. Any pending criminal proceeding involving this property or other business holdings;
- c. Any conviction, or other pending criminal matter, that is for any felony offense or any theft- related misdemeanor, involving this property or other business holdings.

Applicant or applicant's representatives must execute the following statement and provide it as part of the application.

The person(s) completing this application hereby declares that:

1. They will not violate any of the laws of the State of Michigan or of the United States or any Ordinance of the City.
2. Should any of the information provided in this application or any attachment thereto change during the term of the license or any renewal thereof, they will notify the Community Development Office in writing within thirty (30) days of such change.
3. They have reviewed and understand the Ordinance 887 and all subsections.

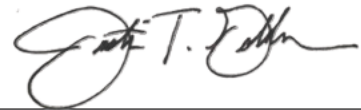
The applicant acknowledges that the City may be required from time to time to release records in its possession. The applicant hereby gives permission to the City to release any records or materials received by the City from the applicant as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 et seq.

Date: 4/16/2025

Authorized Applicant Representative:

Justin T. Golden

(Signature)



Name: Justin T. Golden

Title: Partner

Phone: 313-878-8824

Email: jgolden@greatwater.us

Website:

www.greatwater.us

**CITY OF LANSING
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a public hearing will be held on Monday, , 2025, at 7:00 p.m. in the Tony Benavides Lansing City Council Chambers, 10th Floor, Lansing City Hall, 124 W. Michigan Avenue, Lansing, Michigan for the purpose of considering:

An ordinance of the City of Lansing, Michigan, to amend the Code of Ordinances of the City of Lansing, Chapter 887, by adding a new section 887.10 to provide for a service charge in lieu of taxes in the amount of eight percent of shelter rents for not less than 618 workforce multi-family dwelling units in a project known as Evergreen Park Apartments and Townhomes, pursuant to the provisions of the State Housing Development Authority Act of 1966, as amended, MCL 125.1401, et seq.

Persons with disabilities who need an accommodation to fully participate in these meetings should contact the City Council Office at 517-483-4177 (TDD (517) 483-4479) 24 hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodation requests.

For more information, please call Lansing City Council at 517-483-4177. If you are interested in this matter, please attend the public hearing or send a representative. Written comments will be accepted between 8 a.m. and 5 p.m. on City business days if received before 5 p.m., on the day of the Public Hearing at the City Clerk's Office, Ninth Floor, City Hall, 124 West Michigan Ave., Lansing, MI 48933 or email city.clerk@lansingmi.gov.

Chris Swope, Lansing City Clerk, MMC/MiPMC
www.lansingmi.gov/Clerk
www.facebook.com/LansingClerkSwope

Resolution #2025-###

By the Committee _____

Resolved by the City Council of the City of Lansing

Resolved by the City Council of the City of Lansing that a public hearing be set for Monday, _____, 2025, at 7 p.m. in Tony Benavides Lansing City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, for the purpose of considering an ordinance of the City of Lansing, Michigan, to amend the Code of Ordinances of the City of Lansing, Chapter 887, by adding a new section 887.10 to provide for a service charge in lieu of taxes in the amount of eight percent of shelter rents for not less than 618 workforce multi-family dwelling units in a project known as Evergreen Park Apartments and Townhomes, pursuant to the provisions of the State Housing Development Authority Act of 1966, as amended, MCL 125.1401, et seq.

Resolution #2025-###

By the Committee on Development and Planning
Resolved by the City Council of the City of Lansing

Act-2-2025, Sale of Real Property, Lot 57, 1400 Block Turner Street

WHEREAS, the City of Lansing is the owner of real property commonly known as 'Lot 57' (the "Property") located at the 1400 block of Turner Street, Lansing, Michigan and legally described as:

N 6.16 R OF S 7 R LOTS 6, 7 & 8 BLOCK 10 ORIG PLAT; and

WHEREAS, sale of the Property is in the best interest of the City, the Property is not necessary for City operations, and the City will no longer incur the expenses associated with maintenance of the property; and

WHEREAS, the Property was appraised at One Hundred Thousand Dollars (\$100,000.00) in August 2023; and

WHEREAS, the Lansing Economic Development Corporation published a Request for Proposal, to purchase the Property, on October 20, 2023, which generated one (1) proposal; and

WHEREAS, Turner North Development LLC was the firm best able to comply with the terms of the Request for Proposal, for purchase in the amount of One Hundred Five Thousand Dollars (\$105,000.00), subject to the terms of the Request for Proposal and sale agreement, the proceeds of which will go to the Parking Services Office; and

WHEREAS, on June 3, 2025, the Planning Commission reviewed the location, character, and extent of the proposal in accordance with its Act 33 Review procedure, and voted unanimously 5-0 to recommend approval of Act-2-2025, Sale of Real Property, Lot 57, 1400 Block Turner Street; and

WHEREAS, the Committee on Development and Planning has reviewed the report and recommendation of the Planning Commission and concurs therewith.

NOW THEREFORE BE IT RESOLVED, the Lansing City Council hereby approves Act-2-2025, and approves the sale of the Property legally described as:

N 6.16 R OF S 7 R LOTS 6, 7 & 8 BLOCK 10 ORIG PLAT

For the sum of One Hundred Five Thousand Dollars (\$105,000.00), to Turner North Development LLC.

BE IT FINALLY RESOLVED, that the Mayor, on behalf of the City, is authorized to execute all documents necessary to complete this transaction, subject to the prior approval as to content and form by the City Attorney.

Act-2-2025, Lot 57, 1400 block Turner St., Sale of Real Property - STAFF REPORT

An Act 33 Review is a planning level review of the **location, character, and extent** of public improvements and City property transactions. Act 33 Reviews are conducted by the City of Lansing pursuant to the provisions of the Michigan Planning Enabling Act (P.A. 33 of 2008) and Section 208 of the Lansing Code of Ordinances.

APPLICANT	City of Lansing, Economic Development and Planning Dept.
PROPOSAL:	Sale of Real Property, 1400 block of Turner St.
PARCEL(S):	PID # 33-01-01-09-252-152
CURRENT OWNER(S):	City of Lansing 316 N Capitol Ave, Suite D1. Lansing, MI 48933
EXISTING LAND USE	Use: Vacant – gravel parking lot, Zoning: MX-3 Mixed-Use District Center
PROPERTY SIZE AND SHAPE:	0.385 acres, rectangular
SURROUNDING ZONING & LAND USE	North: DT-2; residential East: DT-2; residential South: MX-3; multi-family residential West: MX-3; residential

ANALYSIS

BACKGROUND:

The City of Lansing proposes to sell vacant land on Turner St. in Old Town to facilitate the building of a multi-family apartment building.

Historic aerials show this property being vacant as far back as 1970. Assessing records show the City of Lansing obtained the property in 1994 from the Michigan Department of Natural Resources for \$75.00. While the land has not been improved with an actual parking lot in accordance with zoning standards, it appears to have been used for overflow parking over the years and has been utilized during parades according to the Parks and Recreation Department.

The property does not produce any revenue for Parking Services and was included amongst the assets recommended for sale in the 2023 Parking Study, conducted by Walker Consultants. An August 2023 appraisal valued the property at \$100,000.

Lansing Economic Development Corporation (LEDC) in partnership with the City, released a request for proposals for this parcel in 2023. Only one respondent submitted a plan, which included their purchase of adjacent properties owned by a third party. The consolidation of these adjoining properties is necessary to build their proposed apartment building.

LOCATION:

The subject property is located along the west side of the 1400 block of Turner St. in Old Town. Please see Aerial.

CHARACTER:

The subject property is vacant and considered a parking lot, but it is unpaved and unimproved. Old Town is highlighted in the Comprehensive Plan as one of the most important commercial districts in the City. Plan goals included policies to expand housing choice, increase density, strengthen walkability, and connect to the riverfront. Redeveloping this vacant, underutilized property will allow its highest and best use, making it more productive and returning it to the tax rolls.

EXTENT:

The extent of the acquisition is one parcel, 0.385 acres to facilitate multi-family residential redevelopment.

AGENCY REFERRALS

Lansing Board of Water and Light (BWL)

- No comment received.

Public Service Department:

- (Dan Danke) Sewer maps do not indicate any ownership. Google Streetview indicates a change in use in 2016-2017. I know it was used as a parking option in 2021 during CSO construction in the area.

Lansing Fire Department:

- No comment received.

Parks and Recreation Department (Brett Kaschinske, Director)

- This will have some impact for festivals that use Turner St and would need to work with event planners who use the property during festivals. We would also need to make sure emergency services can get to this property and the # of units with the street closures etc. for the festival. Nothing that would prevent the sale.

EDP – Development Office

- Supportive of sale.

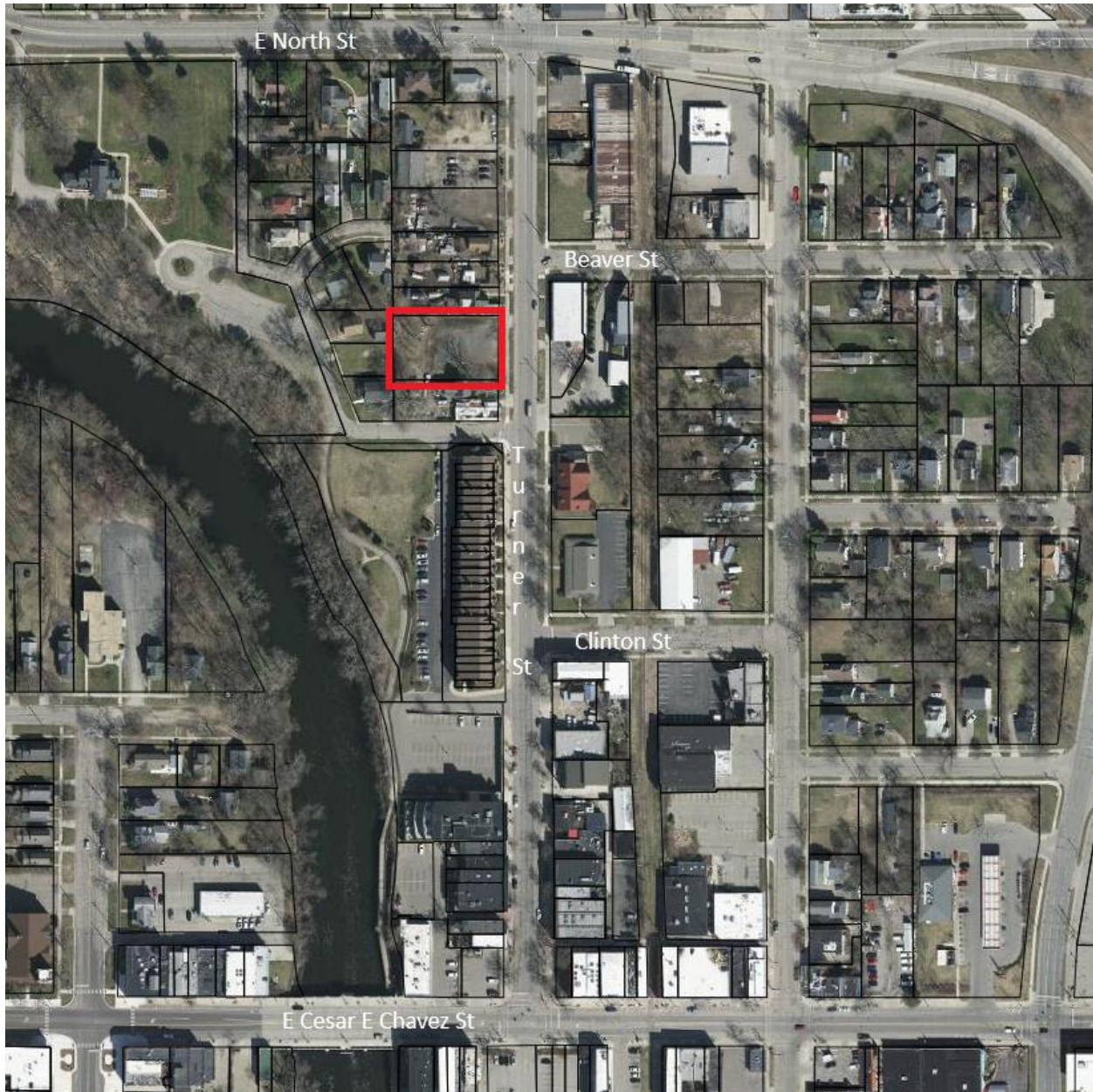
STAFF RECOMMENDATION

Staff recommends approval of Act-2-2025 as proposed, to return under-utilized property back to the tax rolls and to support the goals of the Comprehensive Plan. The subject property is unnecessary for city operations.

**Respectfully submitted,
Andy Fedewa, Planner**

Act-2-2025, Lot 57, 1400 block Turner St., Sale of Real Property - STAFF REPORT

Aerial:



9.00 D Dnd
200

104

LIBER 2223 PAGE 737

STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES



No. 177555

DEED under Act 223, Public Acts 1909, as amended.

THIS DEED, Made this 21st day of November 19 94

BY AND BETWEEN, The DEPARTMENT OF NATURAL RESOURCES for the STATE OF MICHIGAN, by authority of Act 17, P.A. 1921, as amended, and Act 380, P.A. 1965, as amended, hereafter called "First Party", and
City of Lansing, a Michigan Municipal Corporation
124 West Michigan Avenue
Lansing, Michigan 48933

hereafter called "Second Party".

WITNESS, that the First Party, acting for and in behalf of the State of Michigan by authority of Act 223, P.A. 1909, as amended, and for the sum of Seventy-Five (\$75.00)

dollars paid to it by Second Party, hereby grants, conveys, and quit-claims unto the Second Party and to Second Party's successors and assigns, for Public purposes, all the right, title and interest acquired by the State of Michigan in and to the following described land located in the county of Ingham, State of Michigan:

City of Lansing SN238
ORIGINAL PLAT

Com 3 r N of SE cor Lot 8, th S 2.16 R, W 10 R, N 2.16 R, E 10 R to beg; Block 10
3301 01 09 252 141

City of Lansing SN239
ORIGINAL PLAT

Com 7 R N of NE cor, Lot 9, th W 10 R, S 4 R, E 10 R, N 4 R to beg; Block 10
3301 01 09 252 151

RECORDED

Nov 29 11 10 AM '94

REGISTER OF DEEDS
Ingham County, Mich.

001640957	0006	5-DEED	\$9.00
001640957	0006	4-DEED	\$9.00

It is expressly understood that when the above described land is no longer needed by the Second Party and sold for a valuable consideration, the proceeds from any such sale, in excess of expenditures for acquisition or improvement, shall be accounted for to the State and the local units of Government pro rata according to their several interests therein arising from the non-payment of taxes and special assessments thereon as appear in the offices of the State Treasurer, County, City, Village or Township Treasurers.

Robert Engel

City of Lansing

119 N Washington St, Lansing 48933

Exemption from County Real Property Transfer Fee is claimed under authority of Section 5(h), Act 134, P.A. 1966 (207.505, Compiled Laws)

PR 6304
Rev 2/87

SAVING AND EXCEPTING OUT OF THIS CONVEYANCE and always reserving unto the said State of Michigan, all mineral, coal, oil and gas, lying and being on, within or under the said lands hereby conveyed, with full and free liberty and power to the said State of Michigan, its duly authorized officers, representatives and assigns, and its or their lessees, agents and workmen, and all other persons by its or their authority or permission, whether already given or hereafter to be given, at any time and from time to time, to enter upon said lands and take all usual, necessary, or convenient means for exploring, mining, working, piping, getting, laying up, storing, dressing, making merchantable, and taking away the said mineral, coal, oil and gas; and also saving and reserving unto the People of the State of Michigan the rights of ingress and egress over and across all the above mentioned descriptions of land lying along any watercourse or stream, pursuant to the provisions of Section 12, of Act 280, P.A. of 1909, as amended. Further, excepting and reserving to the State of Michigan, all aboriginal antiquities including mounds, earth-works, forts, burial and village sites, mines or other relics and also reserving the right to explore and excavate for the same, by and through its duly authorized agents and employees, pursuant to the provisions of Act 173, P.A. of 1929.

The First Party, by its Chief, Real Estate Division

_____, has signed and affixed the seal of the Department of Natural Resources the day and year first above written.

Signed, Sealed and Delivered in Presence of:

Janet Griffin
Janet Griffin
Patricia A. Simon
Patricia A. Simon

DEPARTMENT OF NATURAL RESOURCES
FOR THE STATE OF MICHIGAN

By: Rodney A. Stokes
Rodney A. Stokes, Chief
Real Estate Division

STATE OF MICHIGAN, } ss.
County of Ingham

The foregoing instrument was acknowledged before me this 21st day of November, 19 94,
by Rodney A. Stokes, Chief, Real Estate
of the Department of Natural Resources for the State of Michigan.

Roxanne L. Harris
Roxanne L. Harris
Ingham County, Michigan
Notary Public

Recorded in Liber 358 of Deeds, Page 55
(Real Estate Division Records)

Prepared by Lois A. Hinkle
DEPARTMENT OF NATURAL RESOURCES
Real Estate Division
Box 30028
Lansing, Michigan 48909

My Commission Expires February 21, 1999

DEED

State of Michigan

REGISTRAR'S OFFICE } ss.
County of _____

Received for Record this _____ day of _____ 19 _____ at _____ o'clock _____ M. and _____ recorded in Liber _____ of Deeds at Page _____ Register _____

TURNER NORTH DEVELOPMENT, LLC

1452 RANDOLPH STREET, #300, DETROIT, MI 48226

March 27, 2025

Mr. Kris Klein
Lansing Economic Development Corporation
401 S. Washington Sq., Suite 101
Lansing, MI 48933

Transmitted via Email: kris@lansingedc.com

RE: Request For Proposal Response
City of Lansing Parking Lot 57 (tax parcel number 33-01-01-09-252-152)

Dear Mr. Klein,

This letter is Turner North Development, LLC response to your request for proposals (RFP) dated October 20, 2023, to develop the City of Lansing Parking Lot 57, tax parcel number 33-01-01-09-252-152 (hereinafter called "City Parcel"). We updated this response from our previously submitted letter response dated December 20, 2023. The City Parcel is located on the west side of Turner Street and is approximately 0.385 acres. Our response is unique in that we recently completed due diligence towards the redevelopment of parcels immediately adjacent to the north and south of the City Parcel. Together with the City Parcel our Project (as defined in the section titled "Proposed Development Concept Plan" below) would entail the redevelopment of over 1.2 contiguous acres across six (6) parcels. These parcels have historically been single family residential properties with some limited commercial uses. Several of the parcels currently contain dilapidated buildings and underutilized land generating very little in tax base for the city.

CITY PARCEL ENCUMBRANCE INFORMATION DISCOVERED

Our team members have targeted this block for potential redevelopment for nearly 12 years and are in the beginning stages of our pre-development phase of the project which includes site analysis, feasibility, due diligence, and concept planning. During our efforts we collected available property information, utility and permitting information along with site use and zoning restrictions to assist with concept planning. This information was gathered from site visits and available public records. Through these efforts we discovered that the City Parcel has a current encumbrance that will significantly affect the redevelopment potential of this parcel as follows:

There is an existing Raw Water Well Line that extends from an adjacent Lansing Board of Water & Light ("LBWL") parcel to the west that contains a former Raw Water Well that is currently abandoned and not in use. The Raw Water Well Line essentially bisects the City Parcel running from west to east as it continues across Turner Street. Through our development team's efforts, we have been working diligently with LBWL to determine what might be done to remove the encumbrance on the City Parcel.

The solution reached between the LBWL and Turner North Development is to remove this encumbrance by:

1. Properly abandoning the Raw Water Well;
2. Removing the Water Line that crosses the City Parcel;
3. Properly abandoning the Water Line under Turner Street with Flowfill, and;
4. Cutting and capping the line at its tie-in on the east side of Turner Street.

As we understand it today, the LBWL will complete all of this work at the expense of Turner North Development. Current estimates for this work are at \$95,000 plus engineering and professional fees. Further discussion with the city and LEDC will be needed as we continue to work with LBWL to resolve and/or clarify the solution for this encumbrance.

As requested in the RFP we have formatted our response in accordance with Section 3 Requirements for Proposal, pages 11-14.

RESPONDENT'S STATEMENT OF QUALIFICATIONS

Turner North Development is uniquely qualified because its principal co-managers Craig Willian and Eric Helzer have dedicated more than 59 years of their combined careers to the real estate development industry amounting to creating thousands of new jobs and several billions of dollars in new private investment for over 100 communities on over 400 transformational projects. Their combined project experience involved the redevelopment of property in urban areas and most of that work accounted for residential housing and mixed-use developments. Mr. Willian and Mr. Helzer approach the redevelopment of difficult sites by identifying not only the physical obstacles, but the financial hurdles, quantifying their cost and facilitating and structuring the correct incentives and financial packages to position a property for successful redevelopment.

Turner North Development is a committed developer on this Project and has the current capacity to undertake this Project.

RESPONDENTS ABILITY TO PROVIDE DEVELOPMENT SERVICES

Turner North Development, LLC is a multi - disciplinary, full-service development firm with more than 59 years of combined experience providing a strategic and effective redevelopment Project. Turner North Development was formed in 2023 specifically for this Project and has the technical knowledge and relevant project experience to deliver the proposed Project. Our development office is currently located at 1452 Randolph Street, #300, Detroit, Michigan. Mr. Helzer is locally based in the Lansing area and is immediately available to carry out the necessary day-to-day activities required for the Project.

Turner North Development, LLC is a privately held, single purpose development company with a focus on multifamily residential real estate development at the proposed Project parcels. The membership structure for our company will include a Limited Dividend Housing Association ("LDHA") Limited Partnership formed under Michigan law to provide housing for moderate-income individuals. Turner North Development, LLC has no pending or completed litigation cases with previous clients, we are not currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. Additionally, our firm and all consultants or partners are not in default with the City or delinquent on any property or income tax owed to the City that we are aware of.

RESPONDENTS QUALIFICATIONS FOR PROFESSIONAL SERVICES

Current members, Craig Willian and Eric Helzer, have extensive capacity and experience to successfully develop, construct, finance, own and manage the proposed Project. A project of this type needs to be managed by a developer, and his team of professionals, who have demonstrated experience for all aspects of project development. The development team of professionals we have assembled for this Project have the requisite experience. Mr. Willian and Mr. Helzer have developed numerous projects across the state of Michigan. Below are two (2) projects, completed within the last five (5) years demonstrating the developers experience related to similar projects to the proposed development Project. Similar other project experience summaries beyond the below project examples can be provided upon request.

Eric Helzer and Advanced Redevelopment Solutions was an integral development team member toward the development of the 500 Block Redevelopment Project located at 501 South Capitol in Lansing Michigan. The over \$49 million project is an adaptive re-use of the former Lake Trust Credit Union's Headquarters and the construction of a new building in the heart of downtown Lansing on 1.23 acres. The project was completed in 2023 and delivered a mixed-use commercial and workforce housing apartment development. Building 1 – 501 S. Capitol office building is an adaptive reuse renovation into a mixed-use building with approximately 18,101 square feet of finished office/commercial/commercial self-storage space and five (5) floors of residential containing 55 workforce residential apartments. Building 2 – Newly constructed mixed-use building along South Capitol Avenue and West Hillsdale Street with 117 workforce residential apartments and approximately 3,459 square feet commercial. The property was functionally obsolete, environmentally contaminated and had been a subject of numerous studies by the Michigan Economic Development Corporation and the City of Lansing for re-use alternatives until the developers of the successful project tackled this challenging redevelopment effort. Whereas numerous development teams failed to redevelop this entire block before, Eric Helzer and the team of professionals delivered a successful redevelopment strategy structured on conventional finance, Brownfield tax increment financing (TIF), Brownfield TIF Loans, and reducing costs to manage the massive, extraordinary costs that came along with the Brownfield conditions and adaptive reuse challenges associated with this property. Project reference information can be made to Jonathan Branoff at WestPac Communities, phone 517-505-0083, email jonathan@westpacinv.com.



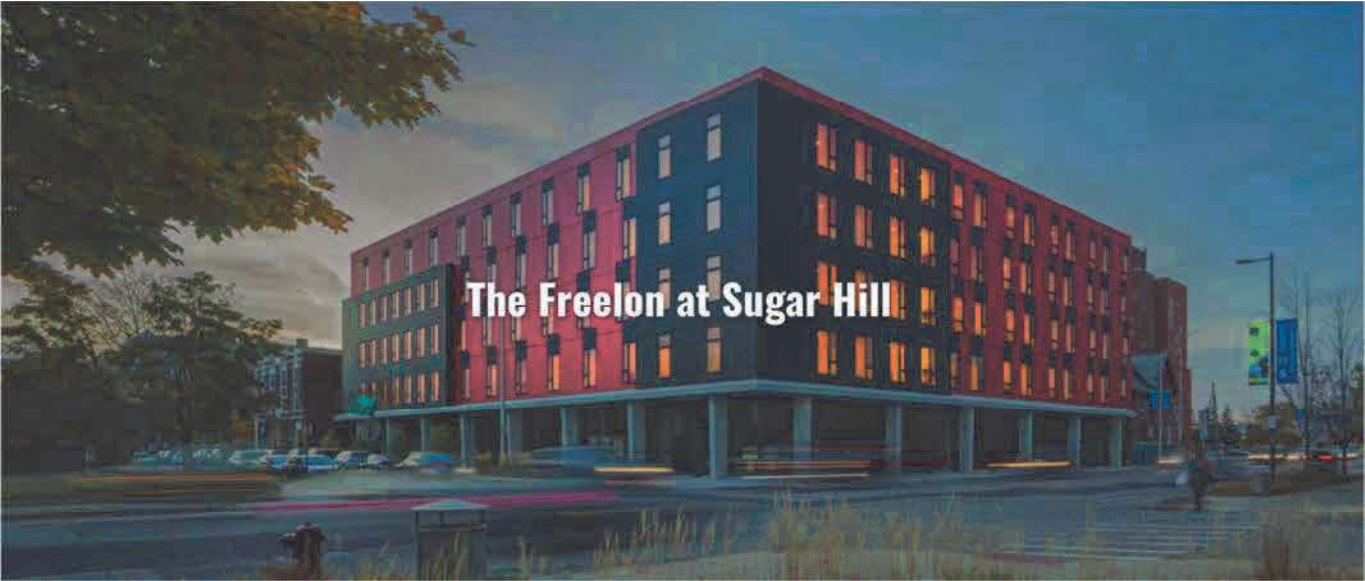
TURNER NORTH DEVELOPMENT, LLC

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Craig Willian as Owner/Developer led The Freelon at Sugar Hill development located at 119 Garfield, Detroit Michigan. The over \$36.6 million project is a newly-constructed mixed use building supporting the inclusive growth of the Sugar Hill Historic Arts District and serving Wayne State University and the DMC Medical Campus housing needs. The building houses 68 residential loft-style apartments, a 160-stall parking garage and several retail businesses, including Haraz Coffee and Hope for Flowers. The property was environmentally contaminated. The building was developed through a joint effort of Preservation of Affordable Housing (POAH), a national nonprofit affordable housing developer, and local nonprofit Develop Detroit in partnership with the City of Detroit and other public and private funders. The development is following Enterprise Green Communities criteria for sustainable and healthy living environments The building’s location is within a highly walkable urban environment within one block of the Q-line and other public transit options and near bike and pedestrian pathways connecting Midtown with other Detroit neighborhoods. New commercial space, a green pedestrian walkway, and a much-needed public parking garage have furthered the Midtown revitalization now taking place while ensuring lower income households and local businesses benefit and flourish. Craig Willian and the team of professionals delivered a successful redevelopment strategy structured on an integral financial stack consisting of a conventional senior loan, sponsor equity, New Market Tax Credit Equity, City CDBG funds, City HOME funds, City Section 108 Loan, PRI Loan, Brownfield MBT Credit, Brownfield TIF, MSF MCRP Loan, and local grants. Project reference information can be made to Bryan Kieler at PNC Bank, Senior Lender and NMTC, phone 248-729-8654, email bryan.kieler@pnc.com. Alternate project reference information can be made to Rebecca Labov at the City of Detroit, Chief Development & Investment Officer in the Housing and Revitalization Department, phone 313-224-3152.



PROJECT TEAM MEMBERS QUALIFICATIONS

Co-managing members Craig Willian and Eric Helzer are the principal development team members in Turner North Development, LLC that will develop this Project. Turner North Development, LLC will form Turner North Development Limited Dividend Housing Association (“LDHA”) Limited Partnership in order to construct, finance, and own the multifamily residential apartment Project located in Old Town, Lansing, Michigan. The Developer and Operating Entity structures are illustrated on the attached organizational charts. Turner North Development’s will contract with specific key pre-

development team members for site analysis, feasibility, due diligence, and concept planning. Through our experience, we understand the importance of hiring “local firms”. Our approach toward team member selection is to hire local firms who employ local residents within the Lansing area. Currently we are engaged with a local architect, Studio Intrigue, local civil engineering and surveying office, PEA Group, local environmental consultant, PM Environmental. We have narrowed down our selection of our geotechnical engineer and foundations engineer to local Lansing firms as well. Additionally, we have been engaging with local contractors and lenders to discuss our Project as we gain clarity of our Project’s scope after unraveling the LBWL encumbrance on and off the City Parcel.

Craig Willian joined DDI and Develop Detroit in March 2020 as the Vice President of Real Estate. DDI and Develop Detroit are full-service real estate development not-for-profit firms that specialize in affordable and mixed-income housing. Mr. Willian brings to the firm over 27 years of experience with extensive qualifications in multi-site development projects and managing investments into income producing assets. Prior to joining DDI and Develop Detroit, Mr. Willian was Vice President of Development for the Platform, a Detroit-based residential and mixed-use developer. He was responsible for managing all aspects of the real estate development team and process. Prior to that, Mr. Willian was Vice President of Retail Development at REDICO during which time he oversaw \$850 million of development in the Midwest and California as well as portfolio management of \$240 million for institutional clients across the country. Mr. Willian sits as representing chair of the commercial real estate industry to the Federal Reserve Chicago Branch, and holds a position with the International Council of Shopping Center State Governmental Relations Committee. Mr. William’s involvement with this Project and on this development team is a critical component in creative unconventional and alternative financing strategies to bring this Project to fruition.

Eric Helzer, EDFP, is Principal of Advanced Redevelopment Solutions. Advanced Redevelopment Solutions is a boutique specialized real estate consulting firm established in 2001, serving both private and public sector clients including developers, public agencies, investors, and other real estate professionals throughout the Midwest. Mr. Helzer brings to the firm over 32 years of multi-disciplinary real estate experience in economic development finance, environmental & civil engineering, consulting, development, owner’s representation, and construction management. Mr. Helzer has a proven process that he applies toward the redevelopment of pre-developed sites. His process identifies and addresses due diligence considerations that can help minimize risk for developer investment and development strategies. Prior to founding Advanced Redevelopment Solutions, Eric was Vice President of Economic Development & Incentives at AKT Peerless, a nation-wide consulting firm. His role included facilitating, evaluating, recommending, and coordinating all types of economic development incentives at the federal, various states and local units of government level (such as Cash Grants & Low-Interest or Forgivable Loans, Tax Increment Financing, Tax Credits, and Tax Abatements to name a few). Before AKT Peerless he served the Michigan Economic Development Corporation (“MEDC”) as its Brownfield Program Team Leader where he was responsible for developing/implementing Brownfield strategies, policy & guidance documents for the State. His role included coordinating, evaluating, and recommending the approval of Michigan’s Brownfield Programs (Tax Increment Financing & Credits). Over the first 15 years of his career Mr. Helzer was directly involved with real estate development from land acquisition through construction, environmental assessment through remediation, and preliminary cost projections through secured financing. His roles included ownership, Vice President, Principal Consultant, Project Manager and Engineer. Eric’s experience includes over 60 enhancement programs at the federal, various states & local government level, securing over \$2 billion in numerous types of incentive programs. His work has resulted in many

thousands of new jobs and several billions of dollars in new private investment for over 100 communities on over 400 transformational projects. Mr. Helzer's involvement with this Project and on this development team is a critical component in making this Project a reality through his extensive direct redevelopment experience on similar projects across Michigan.

PUBLIC PRIVATE PARTNERSHIP APPROACH TO DEVELOPMENT SERVICES

Turner North Development co-managers have a proven track record on their efforts to engage residents, stakeholders, and governing leadership/bodies regarding shaping strategic programming and redevelopment of their past projects. As has been demonstrated already with the efforts of this team on the proposed Project related to the Raw Water Well and Line encumbrance identified on the City Parcel, we have been open and actively engaging with the LBWL and LEDC toward addressing and resolving this issue. Additionally, we have already met with the Old Town Commercial Association ("OTCA") Board and the On the Grands ("OTG") Condos Association Board who are very receptive and excited about our Project. Our efforts will continue as we proceed with Project pre-development activities, and we will be meeting with community stakeholders, business owners and residents on April 29, 2025 in Old Town at Urban Beat. We are excited about being a part of the Old Town community and will actively engage and participate in the direction of the community's desired future. Turner North Development will continue our partnership work with community stakeholders, Lansing Council members, Mayor Schor's office, the Economic Development & Planning Department, the LEDC, Ingham County, and many other stakeholders during our Project's efforts.

Our multifamily experience, business approaches, and financing mechanisms used involve utilizing state of Michigan enhancement programs to affect the redevelopment of projects. By placing more weight onto state programs and incentives we attempt to reduce the impact on locally administered programs. However, some of the state enhancement programs require local funds to be placed first or in combination with state funding mechanisms, such as Brownfield tax increment financing. We anticipate that this Project will require the use of Michigan's amendments to PA 381, the Brownfield Redevelopment Financing Act of 1996, as amended. Recent amendments to PA 381 allow for Housing Development Activities as eligible reimbursable expenses to qualified Housing Development Property which our planned Project will qualify for. We look forward to working with the LEDC, the Lansing Brownfield Redevelopment Authority and City Council to effectively deploy the use of this PA 381 Program. Additionally, we will be working closely with the Michigan State Housing Development Authority ("MSHDA") on the use of PA 381 amendments and other MSHDA offered financing programs.

Turner North Development has provided its Project Proforma to the LEDC which includes specific Project financials such as general rate of return for capital and equity elements of the financing plan sufficient to demonstrate financial viability of the proposed Project and the anticipated financing method.

PROPOSED DEVELOPMENT CONCEPT PLAN

Turner North Development Project is a multi-family mixed income residential apartment development with self-contained on-site parking (the "Project"). The proposed new construction Project will redevelop six (6) vacant and functionally obsolete parcels (including the City parcel) into a workforce housing project, bringing new residents and expanded living opportunity into the City of Lansing. The proposed Project will consist of 76 residential units, all of which will be revenue-generating rental units. Upon completion of construction, all the affordable units will be restricted to households earning

between 60 and 120 percent of the Area Median Income (AMI). The Project plans on income averaging all 76 units at 80 percent AMI. The Project will expand the tax base, result in significant capital investment in the community at an estimated \$26 million and create new needed housing opportunities in the City of Lansing. Construction is anticipated to be complete by early 2029.

The Project site is located on approximately 1.2-acres in the desirable and walkable Old Town District of the City of Lansing, Michigan. The Project is bounded by Turner Street to the east and Dodge River Drive to the south.

The Project will achieve the following goals and objectives:

- *Foster economic development in the Old Town District* – Project is an urban-oriented Project that is an immediate enhancement and extension of the current Old Town downtown district. The redevelopment Project will activate a substantially vacant, underutilized, and blighted area. The Project will be a catalyst for other redevelopments in the immediate area and grow the tax base because there are other properties in the immediate area that are underutilized, blighted and functionally obsolete that will become an opportunity for redevelopment and greater investment with additional housing and commercial space. Additionally, this Project will increase density with its housing apartments. The Project will generate a lot of activity for local businesses and create new business opportunities for the Old Town area as density creates more density. These households will desire the convenience of a downtown district like Old Town to work, shop, live, eat, and play. The development will strike the appropriate balance with an influx of new residents to secure a healthy downtown district. The positive impact on the local small business community is the greatest expected outcome of this development in addition to the creation of attainable housing. The local workforce will need not venture far to find a place to call home and businesses will be able to attract and retain talent. Thus, this Project will be transformational for the community.
- *Maximize the development opportunity at this property or other properties, to increase tax revenue for capture by the City* – Project consists of five (5) other properties in addition to the City Parcel offered up for development in the city RFP. The development team is currently in its twentieth month of due diligence on these properties. The redevelopment parcels are extremely blighted, functionally obsolete and underutilized generating very little property taxes. These properties are a blight and an eyesore to the wonderful things happening in Lansing's Old Town District. The Project will eliminate the blight and deliver a residential apartment development that the community will embrace (subject to the current Form Based Code Zoning). The current taxable value of a city owned parcel is \$0.00 and the additional five (5) parcels are approximately \$74,000. Upon the Project's completion, the new taxable value is estimated at approximately \$4.2 million, which is an increase in taxable value of at least 56 times the current parcels' taxable value. Below is a Project Location Map, Parcels Map identifying the planned Project parcels, six (6) parcels, Site Plan, and Project renderings.



TURNER NORTH DEVELOPMENT, LLC

Request For Proposal Response

City of Lansing Parking Lot 57

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TURNER NORTH



STUDIOintrigue
ARCHITECTS

1413 TURNER RD. LANSING MI 48906

PROJECT #23.127
DATE: 09/27/24

TURNER NORTH



STUDIOintrigue
ARCHITECTS

1413 TURNER RD. LANSING MI 48906

PROJECT #23.127
DATE: 09/27/24

TURNER NORTH



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1413 TURNER RD. LANSING MI 48906

PROJECT #23.127
DATE: 10/01/24

TURNER NORTH



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TURNER NORTH DEVELOPMENT, LLC

Request For Proposal Response

City of Lansing Parking Lot 57

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Our planned redevelopment Project will be of great benefit to the city and its residents while strengthening and adding to the vibrancy and growth of the Old Town District. Our Project will align with the city's goals and objectives to address the needed housing in the City of Lansing. The Developer looks forward to working with the LEDC and the rest of the city departments in a public/private partnership to successfully redevelop all these parcels. This will be a redevelopment everyone can be proud of! We look forward to putting this underutilized city-owned parcel within our redevelopment plans.

- *Develop a highest and best use for the Property to through innovative plans incorporating design strategies, operational efficiencies, sustainable design, utilization of City assets, and or available privately owned real estate assets* – The Project area is already designated for redevelopment in conjunction with the city's planning and economic development initiatives to improve the district to the north as a vibrant, economically sustainable living environment. The Project fits perfectly into these parcels current Form Based Code Zoning MX-3 – Mixed-Use District Center. The proposed Project is dense, active, and urban, located in the heart of the Old Town District with our building(s) fronting Turner Street with our parking placement self-contained in the rear or side yard. The Project is a transit-oriented development that promotes pedestrian safety located along Turner Street, a “neighborhood connectors” street, creating a vibrant, livable, and sustainable community.

The September 2023 Downtown Lansing Inc Potential Site Development Plans report prepared by SmithGroup identifies Lansing's opportunities. One of those development opportunities is

through the redevelopment of: (a) the many city-owned lots and surface parking lots like this RFP's City Parcel, and; (b) vacant buildings and lots like the other five (5) parcels we are working on to redevelop. Additionally, the August 1, 2023 Real Estate Analysis for the Old Town District prepared by LandUseUSA in collaboration with SmithGroup and CIB identifies the demand for rental housing in the Old Town District at about 200 units annually after adjusting for new renters that have exceptionally high movership rates (375 units annually without adjusting).

With these very recent reports/studies and the fact that our Project is in an appropriate zoning district, our Project is the highest and best use for the property and is in a prime location for utilization of the city's assets.

BUSINESS PROPOSAL

We have reviewed the RFP provided appraisal for the City Parcel and propose to outright purchase this parcel over the appraised value of \$100,000 at \$105,000. As with any real property purchase, we will work with the city in addressing the Raw Water Well and Line encumbrance to allow the highest and best use of the parcel. We understand that the information we discovered in our pre-development due diligence work relating to the encumbrance is new information to the LEDC and city so we understand that we will need to collectively work together in a public/private partnership towards resolving this issue in the most cost effective and beneficial way for all parties.

We are familiar with the City's process towards working through a mutually agreeable Purchase and Sale Agreement and are prepared to enter into those discussions.

- Due Diligence - Purchaser shall have ninety (90) days from the date of acceptance and delivery by Seller of all due diligence materials, in which to complete Purchaser's Due Diligence, including but not limited to title, survey, and all environmental reports. In any event the Purchaser is not satisfied with the due diligence materials, the Purchase and Sale Agreement may be terminated with written notice and the Escrow Deposit shall be returned to the Purchaser.
- Closing - Closing to occur within a timeframe as per agreed upon terms and conditions which shall be specified in the Purchase and Sales Agreement. The timing to be no later than the closing of the adjacent and contiguous parcels to the City Parcel (the other five (5) Project parcels).

PROJECT PROPOSED TOTAL COST ESTIMATE

The Project's total development cost is currently estimated at \$26 million.

SPECIFIC FINANCING PLAN AND COST ADJUSTMENTS

The Project's specific financing plan and total development cost estimate are outlined in the Proforma provided directly to the LEDC for its review. The Proforma identifies specific sources of funds required for the delivery of the Project along with specific financial incentives and programs anticipated.

DETAILED PROJECT SCHEDULE

The Project's schedule is included as an attachment and breaks down critical financing deadlines, approvals and construction milestones. We anticipate starting construction in the Fall 2025 with removal of the blighted and abandoned buildings. By the Summer 2026 the Project will begin vertical

construction when all of its financing is in place. Project completion should be in the Summer 2028, within 18-24 months of the start of vertical construction.

RESPONDENT'S ABILITY TO SECURE FINANCING

Turner North Development co-managing members have the requisite experience in financing comparable projects with similar financing structures to what we believe we will use on the proposed Project. Since 2016, the co-manager has developed over \$200 million of affordable workforce housing utilizing tools such as the Michigan State Housing Development Authority's 4% and 9% LIHTC bonds as the permanent debt and construction lender as well as providing various soft-source subsidies. Succinctly, the co-manager has national, regional and local financial partners that have been investors in the same, including but not limited to banks, CDFI's and philanthropic resources.

PROPOSAL COMPLIANCE DOCUMENTS

RFP provided Attachment F - City of Lansing Department of Treasury and Income Tax Taxpayer Information Verification Forms and the Project Proforma will be remitted under Confidentiality in a separate email to the LEDC. Attachment G - City of Lansing Universal Development Agreement Litigation Affidavit Form and Attachment H - RFP Proposal Acknowledgement Form are complete and attached.

We look forward to working with the LEDC, the City Economic Development & Planning Department, Mayor Schor's office, Lansing Council members, and community stakeholders to deliver a successful transformative development that will further activate and contribute to the success of the Old Town District.

Sincerely,



Eric P. Helzer, Co-Managing Member
517-648-2434
ephelzer@msn.com

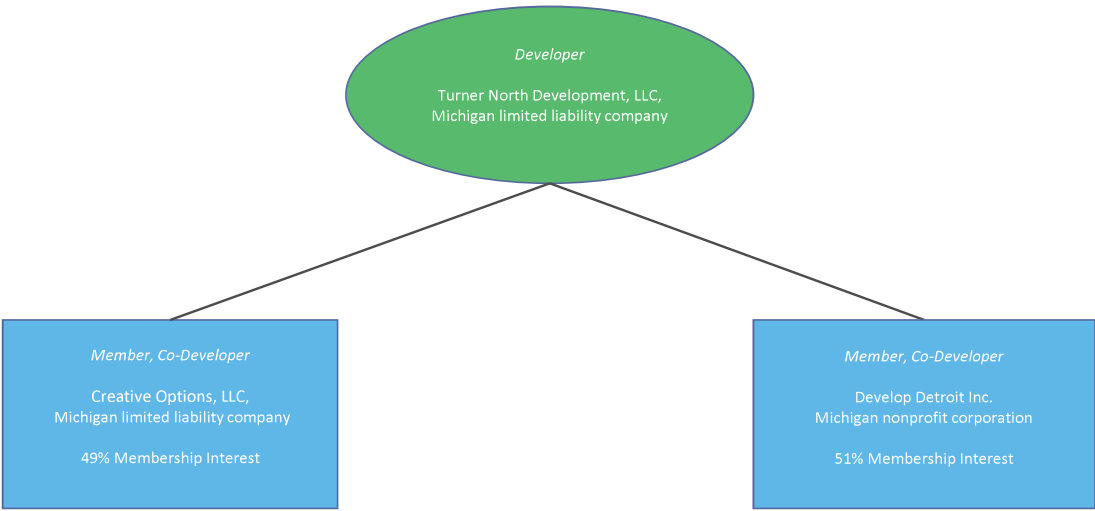
Attachments:

- Organizational Charts
- Completed RFP provided Attachments:
 - G - City of Lansing Universal Development Agreement Litigation Affidavit Form
 - H - RFP Proposal Acknowledgement Form
- Project Schedule

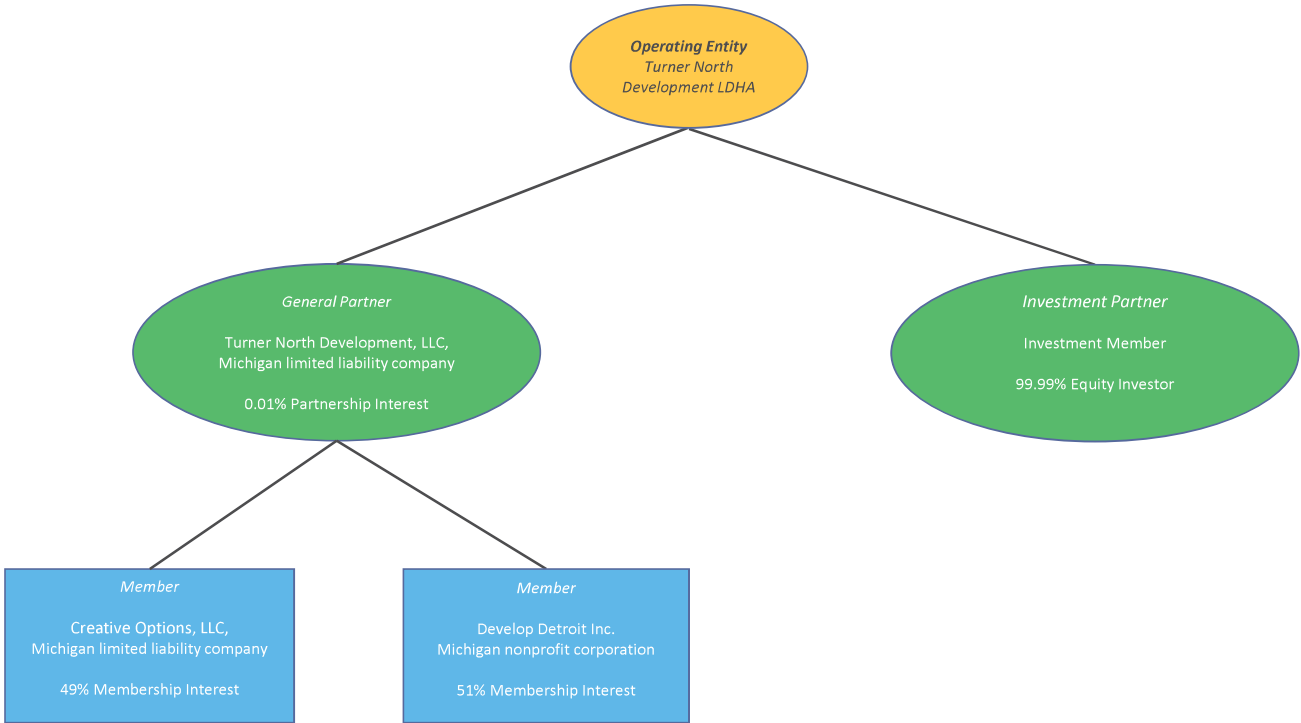
ATTACHMENTS

Organizational Charts

Turner Street Old Town Lansing Project
Turner North Development, LLC



Turner Street Old Town Lansing Project
Turner North Development Limited Dividend Housing Association (LDHA) Limited Partnership



Completed RFP provided Attachments:

- G - City of Lansing Universal Development Agreement Litigation Affidavit Form
- H - RFP Proposal Acknowledgement Form



City of Lansing

OFFICE OF THE CITY ATTORNEY

James D. Smiertka, City Attorney

City of Lansing: Universal Development Agreement Litigation Affidavit

This affidavit must be completed by each person that has a 20% or greater ownership interest in the Applicant.

First Name

Craig

Middle

Phillip

Last Name

Willian

Street Address, City, State Zip

1452 Randolph Street

Detroit

MI

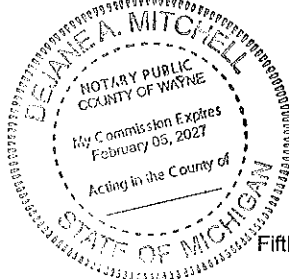
48226

☒ I do not currently have any litigation with the City of Lansing.

☐ I am presently engaged in litigation with the City of Lansing. (Please provide description below)

*Please list any court case numbers and attach copies of the court orders.
Please include a description of the litigation.

I affirm that the statements above are true to the best of my information, knowledge, and belief.



Subscribed and sworn to me this 25 day of March, 2025
Dejané A. Mitchell Notary Public, Wayne County
Acting in Ingham County, Michigan
My Commission expires on 02/05/2027



City of Lansing

OFFICE OF THE CITY ATTORNEY

James D. Smiertka, City Attorney

City of Lansing: Universal Development Agreement Litigation Affidavit

This affidavit must be completed by each person that has a 20% or greater ownership interest in the Applicant.

First Name	Middle	Last Name
Eric	Phillip	Helzer
Street Address, City, State Zip		
14059 W. Howe Road	Eagle	MI 48822

- ☒ I do not currently have any litigation with the City of Lansing.
- ☐ I am presently engaged in litigation with the City of Lansing. (Please provide description below)

*Please list any court case numbers and attach copies of the court orders.
Please include a description of the litigation.

I affirm that the statements above are true to the best of my information, knowledge, and belief.



Subscribed and sworn to me this 26 day of March, 2025
Austin King-Bey-Hayes Notary Public, Maricopa County AZ
Acting in Ingham County, Michigan
My Commission expires on Aug 31, 2028

REAL ESTATE PURCHASE AND DEVELOPMENT AGREEMENT

THIS REAL ESTATE PURCHASE AND DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of the ____ day of September, 2025, (the "Effective Date") by and between the CITY OF LANSING, a Michigan municipal corporation (the "City") and TURNER NORTH DEVELOPMENT, LLC, a Michigan limited liability company ("Developer"). The City and Developer are individually each a "Party" and collectively the "Parties."

- A. The City owns a certain parcel of real property located on Turner Street in the City of Lansing, County of Ingham, State of Michigan (the "Property"), to wit:

Legally described as: N 6.16 Rods OF S 7 Rods of LOTS 6, 7 & 8, BLOCK 10,
ORIG PLAT of the City of Lansing.

Parcel No: 33-01-01-09-252-152

Commonly known as: Vacant Land on Turner Street

- B. On October 20, 2023, the City, through the Lansing Economic Development Corporation (the "LEDC"), issued a Request for Proposals (the "RFP") for the selection of a qualified developer to develop the Property with the express objective to maximize the development of the Property with the highest and best use in order to foster economic development in the Old Town District and increase tax revenue for capture by the City.
- C. Developer timely responded to the RFP with a proposal to purchase the Property and incorporate the same into a project to construct a multi-family mixed income residential apartment development (the "Proposal").
- D. As the selected response to the RFP, the City desires that Developer purchase and develop the Property substantially consistent with the terms of this Agreement and the terms regarding the Turner North Development as provided in the Proposal (the "Project"), which states in pertinent part:

JUL25'25 2PMCLERK

Turner North Development Project is a multi-family mixed income residential apartment development with self-contained on-site parking (the "Project"). The proposed new construction Project will redevelop six (6) vacant and functionally obsolete parcels (including the City parcel) into a workforce housing project, bringing new residents and expanded living opportunity into the City of Lansing. The proposed Project will consist of 76 residential units, all of which will be revenue-generating rental units. Upon completion of construction, all the affordable units will be restricted to households earning between 60 and 120 percent of the Area Median Income (AMI). The Project plans on income averaging all 76 units at 80 percent AMI. The Project will expand the tax base, result in significant capital investment in the community at an estimated \$26 million and create new needed housing opportunities in the City of Lansing. Construction is anticipated to be complete by early 2029.

- E. Developer wishes to purchase and develop the Property substantially consistent with the Proposal and as provided in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Parties agree as follows:

ARTICLE 1

SALE AND PURCHASE TERMS

1.1 SALE. Subject to the Lansing City Council approval of this Agreement, the City agrees to sell to Developer, and Developer agrees to purchase from the City, the Property.

1.2 PURCHASE PRICE. Developer shall pay to the City for the Property the sum of One-Hundred Five Thousand and 00/100 Dollars (\$105,000.00) (the "Purchase Price"), which amount shall be paid as follows:

1.2.1 EARNEST MONEY. Within three (3) business days after the Effective Date, Developer shall deliver an earnest money deposit in the form of a certified check or cashier's check made payable to the City in the amount of ten percent (10%) of the Purchase Price (the "Earnest Money"). The Earnest Money shall be credited to the Purchase Price at Closing.

1.2.2 BALANCE. The balance of the Purchase Price, less the Earnest Money, will be paid by Developer, plus or minus closing adjustments, if any, to the City by wire transfer or certified funds upon execution and delivery of the Quit Claim Deed at Closing as defined herein below, subject only to the Permitted Exceptions.

1.3 DUE DILIGENCE. Developer shall have until thirty (30) days prior to Closing to complete Developer's desired due diligence (the "Due Diligence Period"), including but not limited to, obtaining and reviewing record title and a commitment for title insurance from a title company, surveys, environmental surveys and reports, financing, incentives, development and building plans, and governmental approvals. It is the responsibility of Developer to make its own investigations, studies, tests, reports, and other due diligence inquiries of the Property as deemed appropriate to Developer.

1.3.1 TERMINATION; WAIVER. During the Due Diligence Period, if Developer is not reasonably satisfied with the results of its investigation and inquiries, Developer may terminate this Agreement with written notice to the City. If Developer terminates this Agreement under this Section 1.3.1, it shall provide the City with copies of any and all studies, test results, reports, or other documents and materials acquired during the Due Diligence Period ("Due Diligence Materials"). Upon receipt of the Due Diligence Materials, the City shall return the Earnest Money to Developer, this Agreement shall be null and void, and neither party shall have any further liability to the other.

If Developer has not terminated this Agreement during the Due Diligence Period, or earlier if Developer notifies the City that inspections have been waived, then the Earnest Money shall be non-refundable and applied to the Purchase Price, and the parties shall proceed to Closing pursuant to Article 2.

1.3.2 TITLE. Developer shall be solely responsible to order and obtain a commitment for title insurance (the "Commitment") for a title insurance policy ("Title Policy") acceptable solely to it from a title insurance agency of Developer's choice ("Title Company") and pay the premium therefore at Closing and at Closing will accept title to the Property.

1.3.3 ACCESS. During the Due Diligence Period, and after reasonable advance notice to the City, Developer, its agents and representatives, shall be entitled to enter upon and inspect, examine, review, consider, and investigate the Property and all matters relating thereto. If, as a result of Developer's exercise of its rights under this Section 1.3.3, any damage or physical change occurs to the Property, or adjoining lands, then Developer shall promptly repair such damage or return such property to its original condition, at Developer's sole cost and expense, so as to return any property so damaged to substantially the same condition as existed prior to such damage or physical change and such obligation shall survive the termination or expiration of this Agreement. Upon written request of the City, Developer shall furnish evidence of liability insurance of Developer and Developer's contractors in amounts reasonably acceptable to the City prior to entry on the Property.

1.3.4 SELLER'S DUE DILIGENCE DELIVERABLES. Within thirty (30) days following the Effective Date, the City will provide Developer with copies of all documents, data or information within its possession or control and related to the title, zoning, tax consequences, soil conditions, subsurface conditions, latent or patent physical or environmental conditions, conditions for flooding, utilities, operating history, valuation, governmental approvals, and the compliance of the Property with governmental laws of the Property. Developer shall be responsible for, at its costs, obtaining any survey (the "Survey") or other Due Diligence it desires.

1.3.5 CONDITION OF PROPERTY. It is understood and agreed that City is not making and has not at any time made any warranties or representations of any kind or character, expressed or implied, with respect to the Property, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, title, zoning, tax consequences, soil conditions, subsurface conditions, latent or patent physical or environmental conditions, conditions for flooding, utilities, operating history, valuation, governmental approvals, the compliance of the property with governmental laws, the truth, accuracy or completeness of any property documents, or any other matter or thing regarding the Property. Developer acknowledges and agrees that upon closing, City shall sell and convey to Developer and Developer shall accept the Property "as is, where is, with all faults," except to the extent expressly provided otherwise in this Agreement. Developer has not relied and will not rely on, and City is not liable for or bound by, any expressed or implied warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto made or furnished by City or any agent representing or purporting to represent City, to whomever made or given, directly or indirectly, orally or in writing, unless specifically set forth in this Agreement. Developer represents to City that Developer has conducted, or will conduct, during the Due Diligence Period, such investigations of the Property, including but not limited to, the physical and environmental conditions thereof, as Developer deems necessary to satisfy itself as to the condition of the Property and the existence or nonexistence or curative action to be taken with respect to any hazardous or toxic substances on or discharged from the Property, and

will rely solely upon same and not upon any information provided by or on behalf of City or its agents or employees with respect thereto, other than such representations, warranties and covenants of City as are expressly set forth in this Agreement in Article 4. Upon closing, Developer shall be deemed to have waived, relinquished and released City from and against any and all claims, demands, causes of action, in law or in equity (including but not limited to causes of action in tort and contract), losses, damages, liabilities, costs and expenses (including attorneys' fees and court costs) of any and every kind or character, known or unknown, which Developer might have asserted or alleged against City at any time by reason of physical conditions or violations of any applicable laws (including, without limitation, any environmental laws) relating to the Property other than such representations, warranties and covenants of City as are expressly set forth in this Agreement in Article 4.

ARTICLE 2

CLOSING

TIME AND PLACE FOR CLOSING. The closing on the conveyance of the Property to Developer contemplated herein ("Closing") shall occur within thirty (30) days after August 1, 2026, and the satisfaction or waiver of all conditions precedent set forth in Section 2.3. The Closing shall occur on a business day at a mutually agreeable time and date at the office of the Title Company or such other location as mutually agreed upon by the City and the Developer. Notwithstanding anything contained herein to the contrary, Developer may elect to close the purchase of the Property at any time upon thirty (30) days prior written notice to the City.

2.1 CLOSING DELIVERABLES.

2.1.1 CITY CLOSING DELIVERABLES. The City shall deliver to the Title Company, on or before the date of Closing, the following documents (collectively, the "City Closing Deliverables"):

- (a) A quit claim deed (the "Quit Claim Deed") fully and properly executed in recordable form;
- (b) A certificate made by the City stating that the representations and warranties set forth in Article 4 are true and correct as of the date of Closing;
- (c) Duplicate counterparts to a closing statement identifying the Purchase Price and closing costs;
- (d) All required minutes or other evidence of the Lansing City Council approval of this Agreement, City's governing body and authority of the Mayor to execute the Quit Claim Deed and all other documents reasonably required by the Title Company to issue the Title Policy.

2.1.2 DEVELOPER CLOSING DELIVERABLES. The Developer shall deliver to the Title Company, on or before the date of Closing, the following monies and documents (collectively, the "Developer Closing Deliverables"):

- (a) The Purchase Price, plus all closing costs required to be paid at Closing pursuant to the terms of this Agreement;
- (b) A certificate made by the Developer stating that the representations and warranties set forth in Article 3 are true and correct as of the date of Closing;
- (c) Duplicate counterparts to a closing statement identifying the Purchase Price and closing costs;
- (d) Proof of Developer's authority and authorization to enter into this Agreement and perform Developer's obligations under this Agreement and all other documents as may be reasonably required by the Title Company;

2.2 CLOSING COSTS.

2.2.1 TAXES AND SPECIAL ASSESSMENTS. The Property will be exempt and free from taxes and assessments at the time of Closing. There will be no proration of taxes and special assessments at Closing. The Developer understands that the Property shall be placed on the appropriate tax rolls on the 31st day of December immediately following the sale of the Property. The Developer shall be responsible for the payment of all taxes, special assessments, and other fees which occur subsequent to December 31 in the year of Closing.

2.2.2 TITLE INSURANCE PREMIUM. The Developer shall pay the premium for the Title Policy, any Lender's Policy of Title Insurance, and the cost of any endorsements to either.

2.2.3 RECORDING FEES. Developer shall pay all costs associated with recording the Quit Claim Deed.

2.2.4 ESCROW FEES AND OTHER CLOSING COSTS. Developer shall be responsible for any and all escrow fees or other fees and costs charged by the Title Company in connection with the Closing.

2.3 CONDITIONS PRECEDENT TO CLOSING.

2.3.1 Neither party is obligated to close until the following conditions have been satisfied or waived by both parties (collectively, the "Joint Conditions Precedent"):

- (a) The City, through its Economic Development and Planning Department and by the usual course, shall have approved the Project in all respects, including without limitation the Zoning, Use, Site Plan, and Building Plans for the Property ("Project Plans"); provided, however, that nothing herein contained constitutes a representation nor warranty that such Project Plans will be approved pursuant to the City Economic Development and Planning Department review process. The Parties understand that it is not required that the City issue any permits for work to be commenced prior to Closing and that, in fact, Developer would not be able to apply for the issuance of any such permits until after Closing.

(b) The City shall have approved the Development Plans pursuant to Paragraph 5.2 of this Agreement.

(c) In connection with the terms for funding the Project as set forth in Article 7, the City and the Lansing Brownfield Redevelopment Authority ("LBRA") shall have further approved the Brownfield Plan and Act 381 Work Plan for the Project (collectively "Brownfield/381 Plan"), to be closed at a time mutually agreed upon between the City and Developer (provided, however, that nothing herein contained constitutes a representation or warranty that the Brownfield/381 Plan will be approved by the governing bodies of the City or the LBRA).

(d) The Brownfield/381 Plan shall have received all other necessary state and local approvals.

2.3.2 Developer's obligation to Close is and shall be conditioned on the following conditions being satisfied or waived by the Developer (collectively, the "Developer Conditions Precedent"):

(a) The Developer shall have all desired financing, loans, grants, incentives, assistance and Financial Incentives (such as the Ingham County Housing Trust Fund Grant and LBRA Local Brownfield Revolving Fund ("LBRF") Loan, and MSHDA Gap 19 funding), commitments and/or approvals, on terms acceptable solely to the Developer and in place to close at the Closing.

(b) The City shall have delivered to the Title Company the City Closing Deliverables.

(c) The City shall be in compliance with all of its obligations under this Agreement.

2.3.3 The City's obligation to Close on the Property is and shall be conditioned on the following conditions being satisfied or waived by the City by the applicable deadline (collectively, the "City Conditions Precedent"):

(a) The City's approval of the Developer's Project Schedule, which shall contain all the Project requirements set forth herein, and shall contain affirmative representation from the Developer that, to the best of Developer's knowledge, there is no known information, up to and at Closing, such that Completion of Construction will not be completed within the timeframes set forth ("Project Schedule").

(b) Each of the representations and warranties made by Developer in Article 3 of this Agreement and elsewhere in this Agreement shall be true and correct as of the date of Closing.

(c) Developer shall have delivered to the Title Company the Developer Closing Deliverables.

(d) Developer shall be in compliance with all of its obligations under this Agreement and any other agreement required herein, and Developer, its principals, and any entities controlled by any of Developer's principals or whose obligations are guaranteed by

Developer's principals shall be in compliance with all of their obligations under any other agreement with the City.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF DEVELOPER

As a material inducement for execution of this Agreement by the City, Developer represents and warrants to the City as follows, as of the date hereof and as of the date of Closing:

3.1 **ORGANIZATION.** The Developer is duly organized under the laws of the State of Michigan and is authorized to do business in the State of Michigan.

3.2 **AUTHORITY.** The Developer has (i) all power and authority to enter into this Agreement and perform its covenants and obligations as set forth hereunder and (ii) entered into no agreement that would limit or restrict its right to enter into this Agreement and fulfill its obligations hereunder.

3.3 **NO LITIGATION.** The Developer has not received any notice of, nor is it aware of, any pending demand, cause of action, suit, administrative, civil or criminal proceeding asserted by or against Developer that would materially and adversely impair its ability to perform its covenants and obligations under this Agreement.

3.4 **OTHER AGREEMENTS.** Developer has entered into no agreement that would limit or restrict Developer's right to enter into this Agreement and fulfill its obligations hereunder

3.5 **OTHER INFORMATION.** All other written information, reports, papers, and data given to the City by Developer with respect to it are accurate and correct in all material respects and substantially complete insofar as completeness may be necessary to give the City a true and accurate knowledge of the subject matter, and all projections of future results are, in Developer's opinion, reasonable.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF THE CITY

Subject to the Lansing City Council approval of this Agreement, the City (i) has the authority to enter into this Agreement and perform its covenants and obligations as set forth hereunder and (ii) has entered into no agreement that would limit or restrict the City's right to enter into this Agreement and fulfill its obligations hereunder.

ARTICLE 5

DEVELOPMENT OBLIGATIONS

Developer shall develop the Project in substantial compliance with the terms and conditions of this Agreement, including the following:

5.1 MINIMUM PROJECT REQUIREMENTS. The Project shall, at a minimum, feature the following uses and design elements as set forth in the Proposal:

- (a) A minimum of \$ 17,692,734 in private investment shall be expended on improvements to the Project's real property, consisting of six (6) vacant parcels. The Property is one of the vacant parcels.
- (b) Constructing a multi-family mixed income residential apartment development to contain not less than 76 residential units.
- (c) Upon completion of construction, the Project will be a workforce housing project with all the affordable units will be restricted to households earning between 60 and 120 percent of the Area Median Income ("AMI"). The Project plans on income averaging all 76 units at 80 percent AMI.
- (d) The parties acknowledge and agree that the foregoing numbers are projections and the actual numbers may increase or decrease as the Project development progresses.

5.2 DEVELOPMENT PLANS. Prior to Closing, Developer shall submit to the City conceptual drawings for all improvements to be constructed on or to the Property as part of the Project, whether public or private improvements, including landscape plans, elevations, and streetscape (the "Development Plans"). Such Development Plans shall be of sufficient completeness and detail to demonstrate that design and construction of the Project will be in accordance with this Agreement. The City's review and approval of the Development Plans for compliance with the terms of this Agreement shall be a precursor to the formal review process conducted by the City Economic Development and Planning Department and such approval of the Development Plans shall not constitute approval of the Project Plans.

5.3 REVIEW AND APPROVAL BY WRITTEN NOTICE. In the event the City approves the Development Plans, the City shall so notify Developer in a writing attaching any portion or all of the materials submitted by Developer as Development Plans (the "Development Approval Notice").

5.4 EFFECT OF APPROVAL NOTICES. Upon and by operation of the Development Approval Notice, the enclosures to such Development Approval Notice shall be deemed the "Approved Development Plans," for purposes of this Agreement, and be automatically incorporated as an attachment to this Agreement. Developer shall construct the Project in substantial conformance with the Approved Development Plans. It is the express intent and agreement of the parties that any such incorporation of the Approved Development Plans by operation of the Development Approval Notice shall not constitute an Amendment (as defined below) for purposes of Section 11.6 of this Agreement.

5.5 PERMITS; BUILDING CODE. Prior to commencing construction, Developer shall obtain all required permits, including any necessary reviews and approvals. The Approved Development Plans, and any construction pursuant thereto, shall be in full compliance with this Agreement and the Michigan Building Code – Stille Derossett-Hale-Single State Construction Act, Act 230 of 1972, known as the "Michigan Building Code."

5.6 UTILITY AND INFRASTRUCTURE IMPROVEMENTS. Developer shall be responsible for construction, relocation, and installation of any and all utilities for the Project, including connections or improvements to existing utility systems, and associated site preparation. The utilities include but are not limited to water, sanitary sewer, storm sewer and drain mains and electric, telephone, or other public utility lines owned by any public utility company. The Developer shall be responsible for construction, relocation and installation of any other infrastructure improvements including the roads, and anything owned, maintained, and operated by a public entity so long as it is within a public right of way or easement. The Developer shall be responsible for any easements and permits required for any such installations without any cost to the City. The public infrastructure obligations shall be completed in accordance with the City's letter of intent process, and Developer shall be responsible for the cost of an oversight consultant, selected by and hired to act on behalf of the City.

5.7 COMMITMENT TO HIRING LOCAL LABOR AND LANSING-BASED FIRMS. Developer agrees and commits to employing and contracting with Local Labor and Lansing-based Firms as commercially practical to complete the Project. After Local Labor and Lansing-based Firms have been deemed exhausted, Developer agrees and commits to employing and contracting with Regional, and then Michigan, Labor and Firms, with notice to the LEDC at each step, as described below.

5.7.1 Definitions. It is mutually agreed that the definitions herein shall be the meaning of the following terms:

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

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

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

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

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

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

5.7.2 Local Labor Preference:

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

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

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

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

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

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

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

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

5.8 COMMITMENT TO PAY CITY INCOME AND PROPERTY TAXES. Developer agrees to notify the City Treasurer and City Assessor of any and all ownership or legal structure changes during the term of any incentives approved for the Project. Developer recognizes that all employees, contractors and sub-contractors related to this Project are required to pay all City individual income taxes. Developer further recognizes that all contractors and sub-contractors are required to report annually to the City Treasurer all gross individual income taxes paid and current residential addresses of all employees. Developer is not required to withhold, pay or be responsible for City Income Tax for or on behalf of the general contractor(s)/construction manager(s) or any subcontractors working on the Project.

Developer agrees to allow and facilitate the display, in a prominent place for everyone at the Project site to see, of an informational poster containing details about the obligation to pay, and steps for paying, City Income Tax. Developer's agreement with its general contractor(s)/construction manager(s) shall require the general contractor(s)/construction manager(s) to include in subcontractor agreements language notifying subcontractors of their individual and corporate obligation to comply with all City Income Tax requirements, including the obligation to make quarterly estimated tax payments if withholding is not being done, and to quarterly provide to the City Treasurer a list of all employees active on the Project. All such information collected for purposes of City Income Tax requirements are confidential per the Uniform City Income Tax Act of Michigan.

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

ARTICLE 6

CONSTRUCTION

6.1 SCHEDULE. Developer shall promptly begin and diligently prosecute to completion the demolition of existing structures and construction of the Project on the Property in substantial compliance with this Agreement and the Approved Development Plans. Such demolition and construction shall commence no later than sixty (60) calendar days from the date of Closing (“Commencement of the Project”), and thereafter proceed in accordance with and be completed by September 31, 2029. For purposes of this Section 6.1, Commencement of the Project shall include the demolition of existing structures and preparation of the Project site and commencement of construction of Project infrastructure, including roads and utilities, as well as environmental remediation. The Project Schedule may be amended by mutual agreement of the City and the Developer subsequent to the execution hereof. The Project Schedule may be amended by the Parties as necessary due to delays beyond the reasonable control of the Developer or its contractors.

6.2 COMPLETION. Subject to the provisions of this Agreement, Developer hereby covenants that after Commencement of the Project, it shall diligently prosecute the Project to completion, in accordance with this Agreement and the Project Schedule. For purposes of this Agreement, “Completion of Construction” means the date on which the Developer substantially completes construction of the Project in accordance with the Approved Development Plans and is issued all certificates of occupancy.

6.3 PROGRESS REPORTS. Beginning after the Closing and until Completion of Construction, the Developer shall make quarterly written reports to the LEDC as to the actual progress of the Developer with respect to such construction, with such reports to be provided within thirty (30) days of the applicable quarter. Upon the request of the City, Developer shall provide additional updates but in no event shall such update be due less than fifteen (15) days and no less than thirty (30) days following a request for same by the City.

6.4 CONSTRUCTION STANDARDS. All construction shall be carried out in a good and workmanlike manner, using first class materials, and in accordance with this Agreement; Approved Development Plans; and applicable Federal, State, and local laws, ordinances, rules, and regulations of governmental authorities having jurisdiction over the construction, the Developer, or the Project. Developer agrees to require Developer’s subcontractors and other third parties to comply with the Developer’s obligation under this Section 6.4. Developer and its assigns, contractors, agents, representatives, and heirs (collectively, the “Development Parties”) do hereby agree that once the value of permits and fees are determined and paid for on the Developer’s behalf, amounts expended for such permits and fees shall not be contested or refunded to any Development Party to include, but not be limited to, plan review, building permits, trade permits, site plans, etc.

6.5 CHANGES. If the Developer desires to make any material change in the Approved Development Plans after their approval by the City, the Developer shall notify the City of the proposed change and request their review and approval, for the purpose of determining that the proposed change accords with this Agreement and all applicable federal, state, and local laws, ordinances, rules, and regulations. The City shall respond in writing within fifteen (15) business days in accordance with the City’s right to approve, as set forth in this Agreement. The City’s approval of any such change shall not be unreasonably withheld.

ARTICLE 7

FINANCIAL INCENTIVES

7.1 COOPERATION. The City shall reasonably cooperate with the Developer and the Developer shall reasonably cooperate with the City to apply for and proceed with obtaining certain financial incentives to assist with the total cost relating to the conditions of the Property and Project requiring, but not limited to, environmental remediation and certain infrastructure improvements (the "Financial Incentives"). Upon request from Developer from time to time, the City will promptly execute a certificate in a form reasonably acceptable to the City stating: (a) whether the City knows of any default under this Agreement or any facts which, with the passage of time, could become a default and if there are known defaults or facts, specifying the nature thereof; (b) whether to its knowledge this Agreement has been modified or amended in any way (and if it has, then stating the nature thereof); and (c) that this Agreement is in full force and effect. Approved Financial Incentives solely acceptable to Developer shall be a condition precedent to Developer's obligation to close.

7.2 BROWNFIELD PLAN. Developer shall submit to the City and LBRA the Brownfield/381 Plan for the capture of property taxes and the disbursement of same pursuant to the terms of the Brownfield Redevelopment Financing Act, 1996 PA 381 (the "Brownfield Act").

7.2.1 CONTENT. The Brownfield/381 Plan shall, at a minimum, provide for:

- (a) A detailed cost budget for the Project, including a detailed itemized summary of costs for the "Approved Eligible Activities" within the meaning of M.C.L. §125.2652; and
- (b) A proposed distribution of the estimated captured property taxes.

7.2.2 REVIEW AND APPROVAL. The Brownfield/381 Plan shall be subject to the review and approval of the City and LBRA in their discretion, including a satisfactory review and assurance that the fair market value of the Property, after completion of the Project, will generate sufficient captured taxes. All property taxes captured (including receipts from the Ingham County Treasurer from the purchase of delinquent property taxes) pursuant to the Brownfield/381 Plan shall be allocated pursuant to the as-approved Brownfield/381 Plan. Approved Brownfield/381 Plan and the LBRA LBRF Loan, on terms solely acceptable to Developer, shall be a condition precedent to Developer's obligation to close.

ARTICLE 8

DEFAULT & REMEDIES

8.1 GENERAL. Except as otherwise provided in this Agreement, if any Party hereto shall fail to perform any of its material obligations under this Agreement (the "Defaulting Party"), then the other Party not in default (the "Non-Defaulting Party") shall provide notice of such failure to the Defaulting Party and afford the Defaulting Party a grace period to cure said failure as follows:

8.1.1 GRACE PERIOD SPECIFIED. Where a grace period is specifically provided for in any section of this Agreement, that specific grace period shall apply.

8.1.2 GRACE PERIOD UNSPECIFIED. Where a grace period is not specifically provided for in any other section of this Agreement, the Defaulting Party shall afford the Non-Defaulting Party a grace period of: (i) thirty (30) business days to cure monetary failure; and (ii) thirty (30) days to cure any non-monetary default.

8.1.3 DEFAULT. If any failure to perform shall not have been cured by the expiration of the applicable grace period, then a "Default" shall be deemed to have occurred and the Non-Defaulting Party shall have the rights and remedies set forth in the remainder of this Article 8, and any other applicable portions of this Agreement.

8.2 DEVELOPER TERMINATION PRIOR TO CLOSING. Except as otherwise provided in this Agreement, in the event the Developer is fully compliant with all of its duties and obligations under the Agreement and the City does not Close pursuant to the terms of this Agreement, and the City does not cure pursuant to the terms of Section 8.1, then this Agreement shall, at the option of the Developer, be terminated or the Developer may compel specific performance of the City's obligation under this Agreement. All deadlines for performance by Developer shall be extended by one (1) day for every day the City shall be in default of its obligations hereunder.

8.2.1 To be effective, termination shall be by written notice from the Developer to the City.

8.2.2 In the event Developer elects to terminate the agreement prior to closing or seek specific performance, the Developer shall remain financially responsible for all work performed by or on behalf of the Developer with respect to the Project or Property.

8.3 CITY TERMINATION PRIOR TO CLOSING. Except as otherwise provided in this Agreement, the City may terminate this Agreement prior to Closing, after expiration of the applicable cure period(s) provided in Section 8.1, upon the happening of any of the following: (i) the Developer assigns the Agreement, or any rights herein or in the Property except as expressly permitted herein; (ii) any transfer or attempt to transfer all or part of the Property except as expressly permitted under the terms of this Agreement; (iii) subsequent to the Effective Date, any change in more than forty percent (40%) of the membership interests of the Developer, individually or in combination with any other transfer following the date hereof, and which has not been approved by the City; or (iv) the Developer is in default of a duty, obligation or undertaking required to be performed by Developer in this Agreement.

8.3.1 To be effective, termination shall be by written notice from the City to the Developer.

8.3.2 In the event the City terminates this Agreement, the Developer shall be financially responsible for all work performed by or on behalf of the Developer with respect to the Project or the Property prior to termination.

8.4 POST-CLOSING REMEDIES. If either Party hereto is in default of its obligations under this Agreement after expiration of the applicable cure period(s) provided in Section 8.1, then the

Non-Defaulting Party may seek all rights and remedies available at law, in equity, or in this Agreement to enforce all Parties' rights and obligations under this Agreement.

To the extent permitted by law, the parties agree that the jurisdiction and venue for any action brought to enforce rights or obligations under this Agreement shall be solely in the State Courts in Ingham County, Michigan, and that the applicable laws, should any choice of law arise, shall be those of the State of Michigan.

8.5 **BANKRUPTCY BY DEVELOPER.** If at any time prior to Completion of Construction, Developer becomes insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors, shall file a petition in bankruptcy, shall voluntarily be adjudicated insolvent or bankrupt or shall admit in writing the inability to pay debts as they mature, shall petition or apply to any tribunal for or shall consent to or shall not contest the appointment of a receiver, trustee, custodian or similar officer for Developer or for a substantial part of the assets of Developer, or shall commence any case, proceeding or other action under any bankruptcy, reorganization, arrangement, readjustment or debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, such an event shall be deemed an Event of Default as to the Developer only. Such event shall not be subject to the grace period provisions of Section 8.1.

8.6 **DISSOLUTION OF DEVELOPER.** Any dissolution, termination, or partial or complete liquidation of Developer prior to Project Completion Dates shall be deemed an Event of Default as to the Developer only. Such event shall not be subject to the grace period provisions of Section 8.1.

ARTICLE 9

INDEMNIFICATION

Developer agrees to indemnify and hold harmless the City, LEDC, and LBRA and their agents and employees (collectively, the "Indemnified Parties", each an "Indemnified Party") from any liabilities, obligations, losses, damages, penalties, claims, charges or expenses, including actual reasonable attorney's fees, that arise from the negligence or material misrepresentation on the part of Developer or its agents, and as a direct result of the Indemnified Party's reliance thereon, to the extent of any such negligence, and any personal injury, death or property damage that are caused by the intentional acts or omissions or negligence of Developer. This indemnity shall not include or extend to any liabilities, obligations, losses, damages, penalties, claims, charges or expenses, including actual reasonable attorney's fees, which are alleged to be a result of the acts or omissions of any indemnified party. In the event any action or proceeding shall be brought against an Indemnified Party by reason of any claim covered hereunder, the Developer shall have the right to resist and defend the same with counsel of its choosing. The provisions of this Section shall survive the Closing or termination of this Agreement and remain in full force and effect until the Completion of Construction.

ARTICLE 10

RESTRICTIONS ON ASSIGNMENT AND TRANSFER

The Developer may pledge, mortgage, or grant a security interest in the Property for purpose of gaining financing necessary to enable the Developer or approved successor in interest to the Property to perform its obligations with respect to making improvements under this Agreement. The Developer may also transfer a portion of the Property to an entity controlled by related parties to the Developer or a member of the Developer, so long as the recipient of such a transfer agrees, in its written purchase agreement with Developer, to construct and own buildings on the Property consistent with the terms of this Agreement. The Project shall remain subject to the terms of this Agreement. In the event of any action or transfer under this paragraph, the Developer will promptly notify the City in writing, and will continue to be responsible for keeping the transferred portion of the Property in compliance with the terms of this Agreement.

ARTICLE 11

MISCELLANEOUS

11.1 AGREEMENT CONDITION PRECEDENT. No Party to this Agreement shall be obligated to undertake any duties under this Agreement unless and until: (i) the Mayor executes and delivers this Agreement pursuant to the City Council approval of this Agreement, and (ii) the Developer duly authorizes and executes, and delivers this Agreement.

11.2 EFFECT OF AGREEMENT. The City and the Developer shall be obligated to perform only those undertakings expressly set forth in this Agreement. Execution of this Agreement in no way constitutes City approval of the Project or obligates the City to support or approve the Project except as expressly set forth herein.

11.3 CITY AUTHORITY. Unless expressly stated otherwise in this Agreement, where consent, authority or agreement of the City is required or requested under this Agreement or any other agreements referenced herein, such consent, authority or agreement may be negotiated and provided by the Mayor or the Mayor's designee following approval of this Agreement by the Lansing City Council.

11.4 ASSIGNMENT OF THIS AGREEMENT. Except as provided for in this Agreement, no party to this Agreement may transfer, assign or delegate to any other person or entity all or any part of its rights or obligations arising under this Agreement without the prior written consent of the other party hereto.

11.5 NOTICES. Except as otherwise provided in this Agreement, all notices, certificates or communications required by this Agreement to be given shall be sufficiently given and shall be deemed delivered when personally served or when mailed by express courier or registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties at the addresses listed below

If to the Developer, to:	Turner North Development, LLC Attention Eric P. Helzer 1452 Randolph Street, #300 Detroit, MI 48226
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With a copy to: Randall B. Kleiman
Oade, Stroud & Kleiman PLC
200 Woodland Pass
East Lansing, MI 48823

If to the City: City Attorney
Gregory S. Venker
5th Floor, City Hall
Lansing, MI 48933

With a copy to: Lansing Economic Development Corporation
Attention Kris Klein
401 S. Washington Avenue, Suite 401
Lansing, Michigan 48933

11.6 AMENDMENT. No amendment or modification to or of this Agreement shall be binding upon any Party hereto until such amendment or modification is reduced to writing and executed by all Parties hereto. The City's approval of any substantive amendments to this Agreement requires approval by Lansing City Council, pursuant to its Charter and Ordinances. The determination of a substantive amendment will be made by the Lansing City Attorney. Non-substantive amendments can be made by the Mayor.

11.7 TERM. Unless earlier terminated in accordance with the terms hereof, this Agreement shall be in force through the Completion of Construction.

11.8 BINDING EFFECT. This Agreement shall be binding upon the Parties hereto and upon their respective successors and assigns.

11.9 RECORDATION. Prior to Closing, the Parties shall record a memorandum reasonably acceptable to the Parties, and shall be recorded in the Office of the Register of Deeds for Ingham County, Michigan.

11.10 SURVIVAL. The terms, conditions and provisions of this Agreement, including all representations, warranties, and covenants, shall survive its termination, the Closing, or delivery of the Quit Claim Deed. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to property from the City to the Developer or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

11.11 SEVERABILITY. If any clause, provision or section of this Agreement shall be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect the validity of any of the remaining clauses, provisions or sections of this Agreement.

11.12 TIME OF THE ESSENCE. Time shall be of the essence of this Agreement.

11.13 EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

11.14 CAPTIONS. The captions and headings in this Agreement are for convenience only and in no way limit, define or describe the scope or intent of any provision of this Agreement.

11.15 APPLICABLE LAW. This Agreement shall be governed in all respects, whether as to validity, construction, performance and otherwise, by the laws of the State of Michigan.

11.16 BROKERS. The City warrants to the Developer that the City has not taken any action in connection with this transaction which would result in any remuneration, including any real estate commission, broker's fee, finder's fee, or other fee being or becoming due or payable to any third party. The Developer warrants to the City that the Developer has not taken any action in connection with this transaction which would result in any remuneration, including any real estate broker's commission, fee, finder's fee, or other fee being due or becoming payable to any third party.

11.17 JOINT DRAFTING. This Agreement shall be construed as being jointly drafted by all Parties hereto.

11.18 CONTRACT DOCUMENTS. The RFP and Proposal ("Contract Documents") are hereby incorporated into this Agreement as if fully stated herein and in the event of a conflict between the language of a Contract Document and this Agreement, inclusive of attachments, the language of this Agreement shall take first priority, then preference shall be given to the language of the Proposal and its attachments, and then the RFP and its attachments.

11.19 ENTIRE AGREEMENT. The Agreement, including all attachments hereto and made a part hereof, including the Contract Documents, contains all agreements between the Parties as of the Effective Date. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement.

11.20 STATEMENT OF LACK OF NECESSITY. Pursuant to Lansing City 8-403 and the real property disposition ordinances promulgated thereunder, the real property to be disposed of in this Agreement or any other agreements referenced or required herein is not necessary for public purposes, as set forth in this Agreement.

11.21 ADEQUATE CONSIDERATION. The City, through its legislative and administrative branches, acknowledges that the Purchase Price is good and sufficient consideration for the Property based on the terms of this Agreement and the totality of the transaction, including, but not limited to (i) reduced public financial assistance to the Project; (ii) the need for significant infrastructure and expense to address preexisting conditions on the Property, (iii) significant Project investment by Developer, (iv) increase in tax revenue the City and the community receive from the redevelopment of the Property, and (v) the nature of the project as a catalyst place-making project connecting the City of Lansing.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Real Estate Purchase and Development Agreement on the date first written above.

CITY OF LANSING:

By: Andy Schor
Its: Mayor

STATE OF MICHIGAN)
)ss
COUNTY OF INGHAM)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Andy Schor, as Mayor of the City of Lansing, by him to be his free act and voluntary deed.

_____, Notary Public
_____, County, _____
My commission expires: _____

I hereby certify that funds are not required for this transaction:

Finance Director/Controller

Approved as to form only:

City Attorney, Gregory Venker

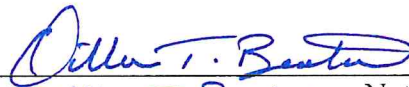
IN WITNESS WHEREOF, the parties hereto have executed this Real Estate Purchase and Development Agreement on the date first written above.

TURNER NORTH DEVELOPMENT, LLC:


By: Eric P. Helzer
Its: Co-Managing Member

STATE OF MICHIGAN)
)ss
COUNTY OF INGHAM

The foregoing instrument was acknowledged before me this 25th day of July, 2025, by Eric P. Helzer, as Co-Managing Member of Turner North Development, LLC, by him to be his free act and voluntary deed.



Dillon T. Beaton, Notary Public
EATON County, Michigan
My commission expires: 03-01-2032

DILLON T. BEATON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF EATON
My Commission Expires March 1, 2032
Acting in the County of INGHAM



Chris Swope
Lansing City Clerk

August 8, 2025

President and Council Members
10th Floor City Hall
Lansing, MI 48933

Dear President and Council Members:

My office has received and placed on file the latest version: [Lot 57 Appraisal 8-15-23](#)

This document is available for review at the office of the City Clerk or at <https://mi-lansing3.civicplus.pro/227/Public-Notices-Documents-on-File> under Documents on File tab.

Sincerely,

Chris Swope, MMC/MiPMC
Lansing City Clerk

Resolution #2025-###

By the Committee on Development and Planning
Resolved by the City Council of the City of Lansing

WHEREAS, a real estate purchase agreement to sell a parcel along the 1400 block of Turner Street, commonly known as Parking Lot 57, from the City of Lansing to Turner North Development LLC has been submitted for approval of this Council, having been placed on file with the City Clerk July 25, 2025; and

WHEREAS, a public hearing is required on the above.

NOW, THEREFORE, BE IT RESOLVED, that a public hearing be set for Monday, September 8, 2025, at 7 p.m. in the Tony Benavides Lansing City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, for the purpose of approving and/or opposing the Petition for Sale of Real Property:

BE IT FURTHER RESOLVED that the Lansing City Clerk is hereby directed to provide notice of this public hearing, as is required by City Charter.

CITY OF LANSING
NOTICE OF PUBLIC HEARING

Act-2-2025, Sale of City-owned Property, Lot 57, 1400 block Turner St.

The Lansing City Council will hold a public hearing on Monday, September 8, 2025 at 7:00 p.m., in the Tony Benavides Lansing City Council Chambers, 10th Floor City Hall, 124 W. Michigan Ave., Lansing, Michigan, to consider a resolution to sell a parcel along the 1400 block of Turner St., commonly known as Parking Lot 57.

Details of the sale are on file with the City Clerk's Office and are available at Ninth Floor, City Hall, 124 West Michigan Ave. or www.lansingmi.gov/clerk. For more information about this sale, phone City Council Offices on business days, Monday through Friday, between 8 a.m. and 5 p.m. at 483-4177.

If you are interested in this matter, please attend the public hearing or send a representative. Written comments will be accepted between 8 a.m. and 5 p.m. on City business days if received before 5 p.m., on the day of the Public Hearing at the City Clerk's Office, Ninth Floor, City Hall, 124 West Michigan Ave., Lansing, MI 48933 or email city.clerk@lansingmi.gov.

Chris Swope, Lansing City Clerk, MMC/CMMC

www.lansingmi.gov/Clerk

www.facebook.com/LansingClerkSwope

Resolution #2025-###

By the Committee on Development and Planning
Resolved by the City Council of the City of Lansing

**RESOLUTION APPROVING BROWNFIELD PLAN #89
TURNER NORTH DEVELOPMENT**

WHEREAS, the Brownfield Redevelopment Authority (the 'Authority') of the City of Lansing, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, Public Act, Public Act 381 of 1996, as amended, (the 'Act') has prepared a Brownfield Plan, submitted to Council and placed on file in the office of City Clerk, LBRA Brownfield Plan #89 – Turner North Development (the 'Plan'); and

WHEREAS, a public hearing was held by the Lansing City Council on _____ and at least 10 days before the public hearing the taxing jurisdictions were provided notice to be fully informed about the fiscal and economic implications of the proposed Plan and given a reasonable opportunity to express their views and recommendations regarding the Plan in accordance with Section 13 (10) and 14(1) of the Act; and

WHEREAS, the Lansing City Council, before and during its public hearing _____ reviewed testimony and evidence regarding the Plan, and found that:

1. the Plan provides for the reimbursement of costs attributable to eligible activities to the developer and the Authority,
2. the Project includes, in addition to the eligible activities identified in the Plan, the redevelopment of the property,
3. the Project may result in new private investment of approximately \$26M.
4. the Plan provides for the capture of property tax increment revenues due to the private investment on the site, and devotes them to repaying the Authority for its costs associated with eligible activities it performs, and to repaying the developer for their costs associated with eligible activities they perform, in accordance with the Plan,

WHEREAS, the Authority Board of Directors, at its meeting on July 11, 2025, recommended approval of the Plan, for this Project; and

WHEREAS, the City of Lansing Department of Economic Development and Planning has determined the proposed Project is consistent with local development and redevelopment plans and zoning ordinances, and

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, after having duly considered the Plan, finds it is in compliance with the provisions of the Act and further finds:

- The Plan constitutes a public purpose under the Act;
- The Plan meets all of the requirements for a Brownfield Plan set forth in Section 13 of the Act;
- The proposed method of financing the costs of the eligible activities, as described in the Plan, is feasible and the Authority has the ability to arrange the financing;
- The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act; and
- The amount of the captured taxable value estimated to result from the adoption of the Plan is reasonable; and
- The proposed project is consistent with local development and redevelopment plans and zoning ordinances as has also been determined by the City of Lansing Department of Economic Development and Planning.

BE IT FURTHER RESOLVED that the Lansing City Council hereby approves the LBRA 'Brownfield Plan #89 – Turner North Development'.



Chris Swope
Lansing City Clerk

August 8, 2025

President and Council Members
10th Floor City Hall
Lansing, MI 48933

Dear President and Council Members:

My office has received and placed on file the latest version: [Brownfield Plan No.89 Turner North](#)

This document is available for review at the office of the City Clerk or at <https://mi-lansing3.civicplus.pro/227/Public-Notices-Documents-on-File> under Documents on File tab.

Sincerely,

Chris Swope, MMC/MiPMC
Lansing City Clerk

Resolution #2025-###

By the Committee on Development and Planning
Resolved by the City Council of the City of Lansing

**RESOLUTION TO SET A PUBLIC HEARING FOR
BROWNFIELD PLAN #89
TURNER NORTH DEVELOPMENT**

WHEREAS, the Lansing Brownfield Redevelopment Authority has prepared and forwarded an approved Brownfield Plan pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, Public Act 381 of 1996, as amended, for properties commonly referred to as Turner North located in the City of Lansing; and

WHEREAS, prior to Council's action on this request, it is necessary to hold a public hearing on the Plan, to allow for any resident, taxpayer or ad valorem taxing unit the right to appear and be heard; and

WHEREAS, the Brownfield Plan is available for public inspection at the Lansing Economic Development Corporation, 401 S. Washington Sq., Suite 101, Lansing, MI 48933, and that all aspects of the Brownfield Plan are open for discussion at the public hearing.

NOW, THEREFORE, BE IT RESOLVED that a public hearing be held in the City Council Chambers of the City of Lansing, 10th Floor, Lansing City Hall, Lansing, Michigan, on _____, 2025 at 7:00 p.m. on Brownfield Plan #89 – Turner North Development under the Brownfield Redevelopment Financing Act, for property more particularly described as:

1413 Turner Street (Tax Parcel No. 33-01-01-09-252-131):

COM 2 R N OF SE COR LOT 9, TH N 4 R, W 10 R, S 4 R, E 10 R TO BEG;
BLOCK 10 ORIG PLAT;

No Address (Tax Parcel No. 33-01-01-09-252-152):

N 6.16 R OF S 7 R LOTS 6, 7 & 8 BLOCK 10 ORIG PLAT;

1421 Turner Street (Tax Parcel No. 33-01-01-09-252-161):

COM 69.5 FT S OF SE COR LOT 4 BLOCK 9, TH S 46 FT, W 165 FT, N 46 FT,
E 165 FT TO BEG; BLOCK 10 ORIG PLAT;

No Address (Tax Parcel No. 33-01-01-09-252-171):

COM 37.5 FT N OF NE COR BLOCK 10, TH W 165 FT, S 41 FT, E 165 FT, N 41
FT TO BEG; SEC 9 & BLOCK 10 ORIG PLAT;

1429 Turner Street (Tax Parcel No. 33-01-01-09-252-181):

COM 12.5 FT N OF SE COR LOT 4 BLOCK 9, TH W 165 FT, S 41 FT, E 165 FT,
N 41 FT TO BEG; SEC 9 & BLOCK 9 ORIG PLAT;

No Address (Tax Parcel No. 33-01-01-09-252-191)(PART):

Part of Lot 4, Block 9, ORIGINAL PLAT OF THE CITY OF LANSING, INGHAM COUNTY, MICHIGAN, as recorded in Liber 2 of Plats, Page 36, Ingham County Records, being more particularly described as: BEGINNING at the Northeast corner of the South 12-1/2 feet of said Lot 4; thence South 89 degrees 35 minutes 40 seconds West, along the Northline of the South 12-1/2 feet of said Lot 4, 165.86 feet; thence North 00 degrees 50 minutes 03 seconds East, along the West line of said Lot 4 and the East line of WYLLIS O. DODGE SUBDIVISION OF PART OF BLOCK 10 AND VACATED STREETS OF ORIGINAL PLAT OF THE CITY OF LANSING, as recorded in Liber 6 of Plats, Page 40, Ingham County Records, 22.27 feet to the Southeast corner of Lot 12 of said WYLLIS O. DODGE SUBDIVISION; thence North 89 degrees 35 minutes 40 seconds East, 165.71 feet to the East line of said Lot 4; thence South 00 degrees 26 minutes 14 seconds West, along the East line of said Lot 4, 22.26 feet to the POINT-OF-BEGINNING.

and that the City Clerk cause notice of such hearing to be published in a publication of general circulation, no less than 10 days or more than 40 days prior to the date of the public hearing, and that the City Clerk also cause the legislative body of each taxing unit levying ad valorem taxes on this property, to be notified of Brownfield Plan #89 – Turner North Development and the scheduled public hearing.

**CITY OF LANSING
NOTICE OF PUBLIC HEARING**

The Lansing City Council will hold a public hearing on **Monday, [INSERT DATE], 2025**, at 7:00 p.m. in the Tony Benavides City of Lansing Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Ave. Lansing, MI 48933, for the purpose stated below:

To afford an opportunity for all residents, taxpayers of the City of Lansing, other interested persons and ad valorem taxing units to appear and be heard on the approval of Brownfield Plan #89 – Turner North Redevelopment pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, Public Act 381 of 1996, as amended, for properties commonly referred to as Turner North located in the City of Lansing, but more particularly described as:

1413 Turner Street (Tax Parcel No. 33-01-01-09-252-131):

COM 2 R N OF SE COR LOT 9, TH N 4 R, W 10 R, S 4 R, E 10 R TO BEG;
BLOCK 10 ORIG PLAT;

No Address (Tax Parcel No. 33-01-01-09-252-152):

N 6.16 R OF S 7 R LOTS 6, 7 & 8 BLOCK 10 ORIG PLAT;

1421 Turner Street (Tax Parcel No. 33-01-01-09-252-161):

COM 69.5 FT S OF SE COR LOT 4 BLOCK 9, TH S 46 FT, W 165 FT, N 46 FT,
E 165 FT TO BEG; BLOCK 10 ORIG PLAT;

No Address (Tax Parcel No. 33-01-01-09-252-171):

COM 37.5 FT N OF NE COR BLOCK 10, TH W 165 FT, S 41 FT, E 165 FT, N 41
FT TO BEG; SEC 9 & BLOCK 10 ORIG PLAT;

1429 Turner Street (Tax Parcel No. 33-01-01-09-252-181):

COM 12.5 FT N OF SE COR LOT 4 BLOCK 9, TH W 165 FT, S 41 FT, E 165 FT,
N 41 FT TO BEG; SEC 9 & BLOCK 9 ORIG PLAT;

No Address (Tax Parcel No. 33-01-01-09-252-191)(PART):

Part of Lot 4, Block 9, ORIGINAL PLAT OF THE CITY OF LANSING, INGHAM
COUNTY, MICHIGAN, as recorded in Liber 2 of Plats, Page 36, Ingham County
Records, being more particularly described as: BEGINNING at the Northeast corner of
the South 12-1/2 feet of said Lot 4; thence South 89 degrees 35 minutes 40 seconds West,
along the Northline of the South 12-1/2 feet of said Lot 4, 165.86 feet; thence North 00

degrees 50 minutes 03 seconds East, along the West line of said Lot 4 and the East line of WYLLIS O. DODGE SUBDIVISION OF PART OF BLOCK 10 AND VACATED STREETS OF ORIGINAL PLAT OF THE CITY OF LANSING, as recorded in Liber 6 of Plats, Page 40, Ingham County Records, 22.27 feet to the Southeast corner of Lot 12 of said WYLLIS O. DODGE SUBDIVISION; thence North 89 degrees 35 minutes 40 seconds East, 165.71 feet to the East line of said Lot 4; thence South 00 degrees 26 minutes 14 seconds West, along the East line of said Lot 4, 22.26 feet to the POINT-OF-BEGINNING.

Approval of this Brownfield Plan will enable the Lansing Brownfield Redevelopment Authority to capture incremental tax increases which result from the redevelopment of the property to pay for costs associated therewith. Further information regarding this issue, including maps, plats, and a description of the brownfield plan will be available for public inspection and may be obtained from Chelsea Dowler, Project Coordinator, Lansing Economic Development Corporation, 401 S. Washington Sq, Suite. 101, Lansing, MI 48933, 517-898-1709.

For more information, please call 517-483-4177. If you are interested in this matter, please attend the public hearing or send a representative. Written comments will be accepted between 8 a.m. and 5 p.m. on City business days if received before 5 p.m., on the day of the Public Hearing at the City Clerk's Office, Ninth Floor, City Hall, 124 West Michigan Ave., Lansing, MI 48933 or email city.clerk@lansingmi.gov.

Chris Swope, Lansing City Clerk
www.lansingmi.gov/Clerk
www.facebook.com/LansingClerkSwope

ORDINANCE NO. _____

An ordinance of the City of Lansing, Michigan, to amend Section 1240.04 of the Lansing Codified Ordinances to define the term “liquor store” within the Zoning Code.

THE CITY OF LANSING ORDAINS:

Section 1. That Chapter 1240, Section 1240.04, of the Codified Ordinances of the City of Lansing, Michigan, be and is hereby amended to read as follows:

1240.04.02. Definitions.

As used in this Zoning Ordinance, unless otherwise provided:

Accessory building or structure means a detached structure on the same lot with, and of a nature customarily incidental and subordinate to, a principal structure, and occupied or devoted exclusively to an accessory use.

Accessory use means a use which meets all of the following criteria:

- (1) It is clearly incidental to the principal use.
- (2) It is customarily found in connection with the principal use.
- (3) It is subordinate to the principal use.
- (4) It is located on the same lot as the principal use, except as otherwise permitted in this Zoning Code.

Adjacent residential district means the residential district to which the majority of the subject site is contiguous, abutting or located directly across a public right-of-way.

Adult care facilities means:

- (1) *Adult care facilities, state-licensed.* A facility for the care of adults, over 18 years of age, as licensed and regulated by the State under Michigan Public Act 218 of

1979, and rules promulgated by the State Department of Human Services, providing foster care to adults. It includes facilities and foster care homes for adults who are aged, mentally ill, developmentally disabled, or physically handicapped who require supervision on an ongoing basis, but do not require continuous nursing care. An adult foster care facility does not include nursing homes, homes for the aged, hospitals, alcohol or substance abuse rehabilitation center, or a residential center for persons released from or assigned to a correctional facility.

(2) *Adult day-care facility.* A facility other than a private residence, which provides care for more than six adults for less than 24-hour period.

(3) *Adult foster care family home.* A private home with the approved capacity to receive six or fewer adults to be provided with foster care for 24 hours a day for five or more days a week and for two or more consecutive weeks. This may include adult day care for six or fewer adults. The adult foster care family home licensee must be a member of the household and an occupant of the residence.

(4) *Adult foster care large group home.* A private home with approved capacity to receive at least 13 but not more than 20 adults to be provided supervision, personal care, and protection, in addition to room and board, for compensation, for 24 hours a day, five or more days a week, and for two or more consecutive weeks. This may include adult day care for 20 or fewer adults.

(5) *Adult foster care small group home.* A private home with the approved capacity to receive more than six but not more than 12 or fewer adults who are provided

supervision, personal care, and protection in addition to room and board, for 24 hours a day, five or more days a week, and for two or more consecutive weeks for compensation. This may include adult day care for 12 or fewer adults.

(6) *Adult congregate care facility.* A private home with the approved capacity to receive more than 20 adults for 24 hours a day, five or more days a week, and for two or more consecutive weeks.

(7) *Convalescent or nursing home.* A structure with sleeping rooms, where persons are housed or lodged and are furnished with meals, nursing and limited medical care.

Adult uses. See definitions related to adult uses in Chapter 1250.

Alley means any dedicated public right-of-way affording a secondary means of access to abutting property.

Animal hospital means a structure or lot where animals are given medical or surgical care or treatment.

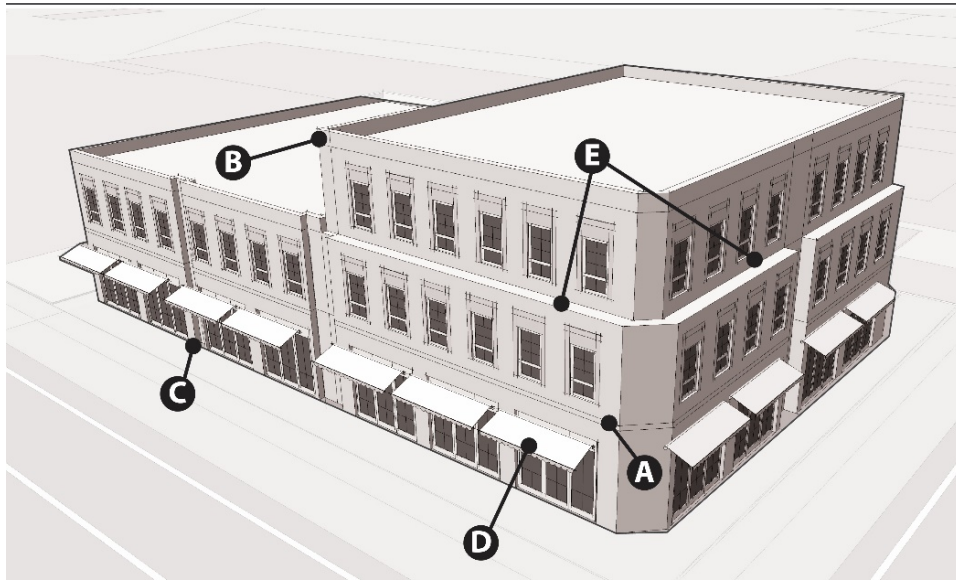
Applicant means a person having a legal, equitable or leasehold interest in a lot, or a representative of such person, who is making a request pursuant to this Zoning Code.

Architectural elements means physical features that relate to building architecture and character such as, but not limited to:

- (1) Belt courses;
- (2) Cornices/moldings;
- (3) Columns or recesses;
- (4) Awnings/canopies; and

(5) Step-backs; as depicted below.

Figure 1



Articulation means architectural variations in a building wall that accentuates details of the building design and can define a building base, middle and top, and variety along the facade. Horizontal and vertical articulation is achieved by using changes in architectural elements to promote varied front building lines and interesting, non-uniform and non-repetitive facade designs.

Bar. See "Restaurant: Bar/lounge/tavern."

Basement or cellar means that portion of a structure between floor and ceiling which is partly below and partly above grade. A basement is so located that the vertical distance from grade to the floor below is less than the vertical distance from grade to ceiling. A cellar is that portion of a structure between floor and ceiling which is wholly or partly below grade and so located that the vertical distance from grade to the floor below is equal to or greater than the vertical distance from grade to ceiling.

1 *Bed and breakfast inn* means any dwelling in which overnight accommodations are
2 provided or offered for transient guest for compensation, including provision for a morning meal
3 only for the overnight guest only. A bed and breakfast is distinguished from a motel in that a bed
4 and breakfast establishment shall have only one set of kitchen facilities, employ only those living
5 in the house or up to one additional employee, and have facade style that is compatible with
6 surrounding homes.

7 *Bedroom* means a room within a dwelling unit that meets the following criteria:

- 8 (1) It is intended to be used, or is used, for sleeping purposes.
9 (2) It contains a floor area of not less than 70 square feet.
10 (3) It is not the only room in the dwelling unit (e.g.: an efficiency dwelling unit).

11 *Berm* means an earthen mound designed to separate one area from another.

12 *Block face* means the cumulative property on one side of a street exhibiting one of the
13 following characteristics:

- 14 (1) The property lying between two intersecting streets or public rights-of-way;
15 (2) The property lying between an intersecting street and railroad right-of-way, river
16 or stream; or
17 (3) The property lying between a public right-of-way, railroad right-of-way, river or
18 stream and the corporate boundaries of the City.

19 *Boundary line* means the dividing line between zoning districts and/or subdivisions.

20 *Buffer* means a land area that separates one land use from another. Such area may be
21 landscaped and may also contain a berm, fence or other screening material.

1 *Building* means an independent structure having a roof supported by columns or walls,
2 intended and/or used for shelter or enclosure of persons or chattels. When any portion of a
3 structure is completely separated from every other part by division walls from the ground up, and
4 without openings, each portion of such structure shall be deemed a separate structure. This refers
5 to both temporary and permanent structures, and includes tents, sheds, garages, stables,
6 greenhouses or other accessory structures. A building does not include such structures with
7 interior areas not normally accessible for human use, such as gas holders, tanks, smoke stacks,
8 grain elevators, coal bunkers, oil cracking towers or similar structures.

9 *Building Code* means the Stille-Derossett-Hale-Single State Construction Code Act, Act
10 230 of 1972, known as the Michigan Building Code, with amendments, adopted by reference as
11 part of these Codified Ordinances.

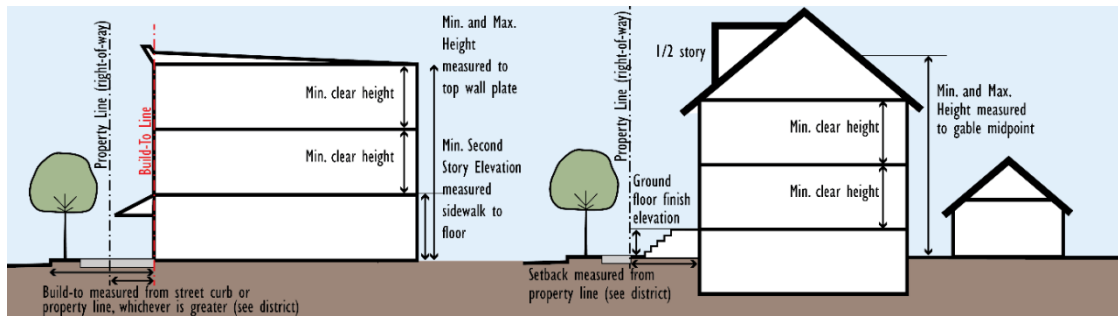
12 *Building frontage* means the percentage of the building facade that adjoins the front
13 setback or build-to line.

14 *Building height* means the vertical distance from the grade at the front of a structure to
15 the highest point of the coping of a flat roof; the average height between the eaves and a ridge or
16 to the deckline of a mansard roof; or the average height between the plate and ridge of a gable,
17 hip or gambrel roof; in all cases, excluding minor projections such as finials, chimneys, vent
18 pipes, aerals, or other appurtenance of similar scale.

19 *Build-to line* means the building line to which a building must be constructed as
20 measured from the property line. When a front parking lot is present on site, the build-to line is
21 measured from the rear edge of the parking lot including the sidewalk used to access the
22 building. Similar to setback, a build-to line runs parallel to the right-of-way and is established to

create a generally consistent building line along a street. The build-to line designates the specific location or range within which the front building line must be located.

Figure 2



Business means an office, commercial or industrial use entered into for the purpose of financial gain, earning a livelihood or improving a person's economic conditions and desires.

Canopy means an ornamental or roof-like structure which is fastened to a structure and used for protection.

Carport means an accessory structure used primarily to shelter private motor vehicles. A carport is attached to the principal structure and is completely open on not less than two sides.

Child care/residential care facilities means:

- (1) Child care facility. A facility for the care of children under 18 years of age, as licensed and regulated by the State under Michigan Public Act 116 of 1973 and the associated rules promulgated by the State Department of Human Services.
- (2) Child care centers, nursery schools, and day nurseries. A facility, other than a private residence, receiving pre-school or school age children for group care for periods of less than 24 hours a day, and where the parents or guardians are not immediately available to the child. It includes a facility which provides care for

not less than two consecutive weeks, regardless of the number of hours of care per day. The facility is generally described as a child care center, day care center, day nursery, nursery school, parent cooperative preschool, play group, or drop-in center. "Child care center" or "day care center" does not include a Sunday school conducted by a religious organization where children are cared for during short periods of time while persons responsible for such children are attending religious services.

(3) Family day care home (six or fewer children less than 24 hours per day). A private home in which not more than six minor children are received for care and supervision for periods of less than 24 hours a day, unattended by a parent or legal guardian, except children related to an adult member of the family by blood, marriage or adoption. It includes a home that gives care to an unrelated child for more than four weeks during a calendar year.

(4) Group day care home (seven to 12 children less than 24 hours per day). A private home in which more than six but not more than 12 children are given care and supervision for periods of less than 24 hours a day unattended by a parent or legal guardian, except children related to an adult member of the family by blood, marriage or adoption. It includes a home that gives care to an unrelated child for more than four weeks during a calendar year.

(5) Foster family group home. A private home in which more than four but less than seven children, who are not related to an adult member of the household by blood, marriage, or adoption, are provided care for 24 hours a day, for four or more days

a week, for two or more consecutive weeks, unattended by a parent or legal guardian.

(6) Foster family home. A private home in which one but not more than six minor children, who are not related to an adult member of the household by blood, marriage, or adoption, are given care and supervision for 24 hours a day, for four or more days a week, for two or more consecutive weeks, unattended by a parent or legal guardian.

Church. See "Places of assembly."

Clear height, within a structure, means the distance between the floor and ceiling. For entrances and other external building features, the unobstructed distance from the ground to the bottom of the lowest element above.

Clinic means an establishment where human patients who are not lodged overnight are admitted for examination and treatment by physicians, dentists, or similar professionals. A medical clinic may incorporate customary laboratories and pharmacies incidental to or necessary for its operation or to the service of its patients, but may not include facilities for overnight patient care or major surgery. A clinic includes, but is not limited to, a medical/drug testing facility and blood/plasma donation centers.

Comprehensive plan means a master plan described by Public Act 33 of 2008, as amended.

Construction means the putting together of materials to build a new structure or to restore, reconstruct, extend, enlarge or repair an existing structure. This definition does not apply to Section 1250.06.

1 *Construction, start of* means the first placement of permanent construction of a structure,
2 other than a mobile home, on a site, such as the pouring of slabs or footings or any work beyond
3 the stage of excavation. "Permanent construction" does not include land preparation, such as
4 clearing, grading and filling; the installation of streets and/or walkways; excavation for a
5 basement, cellar, footings, piers or foundations or for the erection of temporary forms; or the
6 installation on the property of accessory structures, such as garages or sheds, not occupied as
7 dwelling units or part of the main structure. For a structure, other than a mobile home, without a
8 basement, cellar or poured footings, "start of construction" includes the first permanent framing
9 or assembly of the structure or any part thereof on its piling or foundation. For premanufactured
10 homes, "start of construction" means the affixing of the premanufactured home to its permanent
11 site. For mobile homes within mobile home parks or mobile home subdivisions, "start of
12 construction" is the date on which the construction of facilities for servicing the site on which the
13 mobile home is to be affixed, including, at a minimum, the construction of streets, either final
14 site grading or the pouring of concrete pads and the installation of utilities is completed.

15 *Contiguous* means abutting.

16 *Cumulative* means increasing or enlarging by successive addition through all points in
17 time.

18 *Damaged* means an item that still functions as it was intended, but is missing parts or has
19 parts that have suffered some degree of destruction.

20 *Department* means the Department of Economic Development and Planning, or its
21 successor.

1 *Deteriorated* means an item which still functions as it was intended, but is missing parts
2 or requires substantial maintenance.

3 *Development agreement* means a contract between a local jurisdiction and a property
4 owner within the jurisdiction detailing a development plan for the property.

5 *Drive-through [thru] business* means a business establishment so developed that its retail
6 or service character is wholly or partly dependent on providing a driveway approach and service
7 windows or facilities for vehicles in order to serve patrons food and beverages in a ready-to-
8 consume state from a drive-through window to patrons in motor vehicles. A drive-through
9 restaurant may or may not also have indoor seating.

10 *Driveway* means that space specifically designated and used for the movement of motor
11 vehicles, trailers, and watercraft to or from a lot.

12 *Duplex*. See "Dwelling, two-family."

13 *Dwelling, multiple* means a structure or portion of a structure which contains three or
14 more dwelling units, including fraternities and sororities.

15 *Dwelling, one-family* means a structure designed and/or used exclusively for residential
16 purposes for one family only and containing one dwelling unit.

17 *Dwelling, two-family* means an attached or semidetached structure used for residential
18 occupancy by two families living independently of each other. Such dwelling is also known as a
19 "duplex dwelling."

20 *Dwelling unit* means a structure or a portion of a structure on a permanent foundation
21 with one or more rooms, including a bathroom and complete kitchen facilities, which rooms are
22 arranged, designed or used as living quarters for one family.

1 *Dwelling unit, efficiency* means a dwelling unit of not more than one room in addition to
2 a kitchen and bathroom.

3 *Elevation, secondary* means the building elevation built along the build-to line on the
4 secondary frontage.

5 *Emergency services facility*, includes, but is not limited to, public or private civil defense,
6 ambulance or fire service.

7 *Excavation* means any breaking of ground, except for agricultural purposes, ground care
8 and landscaping.

9 *Extension* means an addition to the floor area of an existing structure, an increase in the
10 intensity of a use, an enlargement of land area utilized by a specific use or an increase in the
11 activity of a use.

12 *Facade, primary* means the building elevation built along the build-to line on the primary
13 frontage.

14 *Fair market value* means an estimate of the actual worth of a lot, structure or combination
15 thereof, which estimate is made by a licensed real estate broker or assessor experienced and
16 qualified in the appraisal of real estate using appropriate appraisal techniques, as determined by
17 the City Assessor.

18 *Family* means any one of the following (see also "family, functional" hereof):

19 (1) An individual;

20 (2) An individual or two or more persons related by blood, marriage or adoption,

21 together with not more than two other persons as roomers; or

1 (3) Two or more persons related by blood, marriage, or adoption, with not more than
2 two of the unrelated persons as roomers.

3 *Family, functional* means a group of persons, but not more than three adults, which group
4 does not meet the definition of "family" above hereof, living in a dwelling unit as a single
5 housekeeping unit and intending to live together as a group for the indefinite future. "Functional
6 family" does not include a fraternity, sorority, club, hotel or other group of persons whose
7 association is temporary or commercial in nature.

8 *Fence* means any wall (except a retaining wall), screen, partition or similar structure
9 existing on a yard or parcel of land, which structure encloses land, divides land into distinct
10 portions, separates contiguous properties, obstructs the passage of light or air into adjacent land
11 or obstructs the vision of motorists on or near public roads. Barbed wire shall not be considered
12 part of a fence for purposes of determining the height thereof.

13 *Fenestration* means openings in the building wall, including windows, doors and open
14 areas. When measuring fenestration, framing elements (such as muntins) with a dimension less
15 than one inch are considered part of the opening.

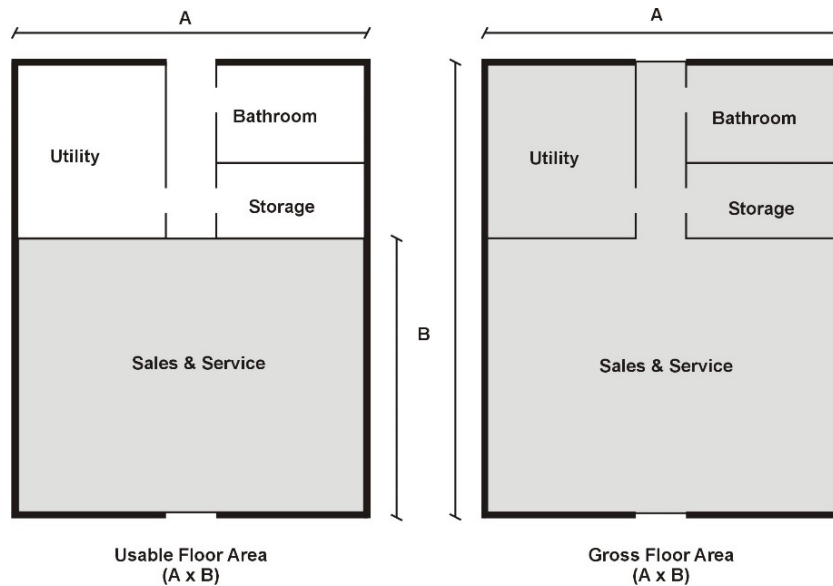
16 *Filling* means the permanent depositing or dumping of any matter onto or into the
17 ground, except for agricultural purposes, ground care or landscaping.

18 *Floor area* means the sum of the horizontal areas of each story of a structure measured
19 from the exterior faces of the exterior walls.

20 *Floor area, usable*, for the purpose of computing parking, means that area used for or
21 intended to be used for the sale of merchandise or services, or for use to serve patrons, clients or
22 customers. Such floor area which is used or intended to be used for hallways, stairways, elevator

shafts, utility or sanitary facilities or the storage or processing of merchandise shall be excluded from this computation of "usable floor area." Measurement of usable floor area shall be the sum of the horizontal areas of each story of a structure measured from the interior faces of the exterior walls.

Figure 3



Footcandle means a unit of luminance amounting to one lumen per square foot.

Frontage means the front part of a property that faces the street, as measured in linear feet.

Frontage, primary means the primary frontage applies to parcels that front on more than one street. The primary frontage shall be considered the property line that abuts the street that either:

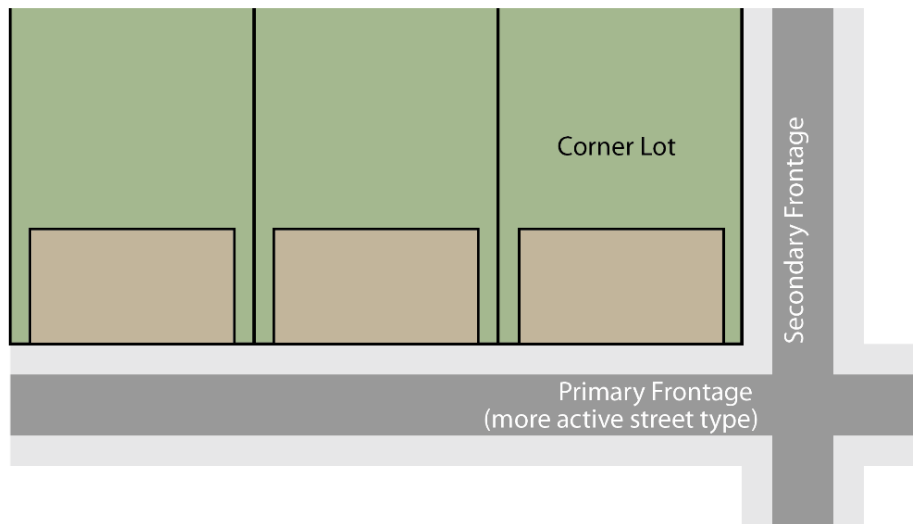
- (1) Is envisioned to be the most pedestrian-oriented, according to the street typologies described in the Comprehensive Plan and defined in this ordinance (see "street

types"). In these cases the primary frontage should be considered the more active street type per the list in Section 1242.03.

- (2) Or, in the case where the above is not clear or where both streets are the same type, the applicant may decide which frontage is the primary.

Frontage, secondary applies to parcels that front on more than one street. The secondary property lines are those which are not the primary frontage (see "Frontage, primary").

Figure 4



Frontage types means the design for the front facade of a building type, as described below:

- (1) *Porch*. A porch is a frontage type applicable to lower density residential buildings and designed to provide covered, outdoor seating space for residents. Porches can project beyond the setback line towards the right-of-way and/or can wrap around the side of the building. An "enclosed porch" is surrounded on all sides by glass,

screen, wood, brick, plastic, or other materials permitted by the Building Code.

An "open porch" is one that is not enclosed.

(2) *Stoop*. A stoop is a small elevated landing space above the sidewalk level which provides entry into the building. Stoops may be covered or uncovered and may project beyond the building setback line towards the right-of-way.

(3) *Storefront*. A frontage type appropriate for the ground floor of commercial/retail buildings. Storefronts provide large windows with transparent views into the building interior. Awnings may be incorporated into the frontage design, projecting beyond the building setback line.

(4) *Permanent outdoor seating*. an area that involves the sale or delivery of any prepared food or beverage for consumption in a defined area on the premises but outside of the building in which it is prepared. Examples of defined areas include, but are not limited to, a deck, patio, mall, garden, or balcony.

Funeral home means a structure used and occupied by a professional licensed mortician for burial preparation and funeral services.

Garage means an accessory structure for the storage of motor vehicles.

Garage, private means an accessory structure which is used primarily for the parking of private motor vehicles operated as accessory uses. A private garage has access through an overhead door and has a hard-surfaced driveway leading to the structure from a property line.

Garage, public means any garage other than a private garage.

Garden means the growing of plants for human consumption, including berries, herbs, vegetables, seeds, or other similar products incorporated into, and used as food and flowers, but

not including plants grown for commercial sale or purposes. Gardens that are accessory to a primary permitted use are allowed by right in all residential districts. Gardens that are the primary use of a lot are permitted in all residential districts, subject to compliance with all applicable standards of the Lansing zoning ordinances and sign ordinance, including, but not limited to setback, building height, placement and lot coverage, landscape, screening and buffering and sign restrictions; and also subject to all other applicable State laws and City ordinances, including, but not limited to, noise and other nuisances as defined by City ordinance, except that vegetation as described in a defined garden may exceed eight inches in height.

Garden structure means a structure used for the purpose of enclosing a garden, including the incidental use and storage of gardening implements, machinery, equipment and appurtenances used in the onsite gardening activities. Garden structures are permitted in all residential districts, subject to compliance with setback, lot coverage, building height and all other applicable requirements of the zoning ordinance and building codes.

Gardening means the growing of a garden or the act of working in a garden.

Golf course means a comparatively large, unobstructed acreage involving enough room over which to walk or ride, point to point, over a generally prescribed course, and to strive to send a ball long distances with variable accuracy, all without unreasonably endangering other players or intruding upon them.

Governmental entity means the Federal Government, this State or any of its instrumentalities; a county, city, township, village, school district, community college district or community hospital district; any agency authorized to exercise a governmental function in a limited geographical area or other political subdivision; any instrumentality of one or more of

such units; or any of such units and one or more other states or political subdivision of such states.

Grade means the lowest point of elevation within the area between the exterior surface of the structure and the property line. If the property line is more than five feet from the exterior surface of the structure, "grade" means the lowest point of elevation between the exterior surface of the structure and a line five feet from the exterior surface of the structure.

Green building means a structure that uses practices and materials that are environmentally responsible and resource-efficient throughout a building's life-cycle, from siting to design, construction, operation, maintenance, renovation, and demolition. Although new technologies are constantly being developed to complement current practices in creating greener structures, the common objective is that green buildings are designed to reduce the overall impact of the built environment on human health and the natural environment by:

- (1) Efficiently using energy, water, and other resources.
- (2) Protecting occupant health and improving employee productivity.
- (3) Reducing waste, pollution and environmental degradation.

Greenhouse, commercial means a glass or less than opaque enclosure which exceeds 150 square feet in floor area and is designed or used for the cultivation or protection of plants; or a glassed enclosure, regardless of size, designed or used for the cultivation or protection of plants for commercial purposes.

Hedge means a dense row of low branching trees, shrubs, vines or other plants which encloses land, divides land into distinct portions, separates contiguous properties, obstructs the

1 passage of light and air into adjacent land or obstructs the vision of motorists on or near public
2 roads.

3 *Home occupation* means a business conducted in a dwelling unit by a person with legal
4 or equitable interest in the dwelling unit.

5 *Hospital* means a health facility offering in-patient, overnight care and services for
6 observation, diagnosis and active treatment of human patients with a medical, surgical, obstetric,
7 chronic or rehabilitative condition requiring the daily direction or supervision of a physician.

8 *Horizontal mixed-use.* See "Mixed-use, horizontal."

9 *Hotel* means a building or part of a building, with a common entrance or entrances, in
10 which the dwelling units or rooming units are used primarily for transient occupancy, and/or in
11 which one or more of the following services are offered: maid service, furnishing of linen,
12 telephone, secretarial or desk service, and bellboy service. A hotel may contain within it a
13 restaurant or cocktail lounge, public banquet halls, or meeting rooms.

14 *Incentive* means regulatory flexibility, reductions, or rewards that may be granted to a
15 development or project that provides certain recognized benefits or elements that go beyond the
16 minimum requirements. The level of incentive granted is relative to the extent of the recognized
17 benefit provided.

18 *Integrated parking* means a feature of a building that utilizes a portion of the ground level
19 for vehicle storage and parking.

20 *Intensity of use* means the amount of activity associated with a specific use. Intensity of
21 use shall be determined by the Economic Development and Planning Department based on the
22 following criteria:

- (1) Amount of vehicular traffic generated;
- (2) Amount of pedestrian traffic generated;
- (3) Noise, odor and air pollution generated;
- (4) Potential for litter or debris;
- (5) Type and storage of materials connected with the use;
- (6) Total residential units and density if residential; and
- (7) Total structure coverage and structure height on the parcel.

Junk means any of the following products which are stored in the open and which are damaged or deteriorated or are in such a condition that the product cannot be used for the purpose for which it was manufactured:

- (1) Machinery;
- (2) Appliances;
- (3) Merchandise with missing parts;
- (4) Scrap metal; and
- (5) Scrap materials, including, but not limited to, rags, paper or building materials.

Junk vehicle means a vehicle which cannot be driven upon the public streets for reasons including, but not limited to, being wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

Junkyard means a lot used to store or process junk and junk vehicles.

Kennel means the keeping on a lot for commercial purposes of four or more dogs, cats or other household pets which are more than six months old. Keeping includes, but is not limited to, boarding, breeding or training.

***Liquor store* means a retail store licensed by the Liquor Control Commission as a specially designated merchant, specially designated distributor, or both, that is primarily engaged in the sale of packaged alcoholic liquor, beer, spirits, and wine for consumption off of the premises of the business. For the purposes of this definition:**

- (1) A retail store is primarily engaged in the sale of alcoholic liquor, beer, spirits, and wine when more than 50 percent of the gross sales of the business are from the sale of any combination of such products as determined by visual inspection, sales records, purchase records, counting of stockkeeping units, or other inventory or accounting recordkeeping methods that are customary or reasonable.**
- (2) Businesses licensed by the Liquor Control Commission as suppliers and manufacturers are not included within the definition of a liquor store.**
- (3) Restaurants, bars, lounges, taverns, hotels, and motels, as those terms are defined by this Section of the Code of Ordinances, are not included within the definition of a liquor store.**
- (4) The terms “specially designated merchant” and “specially designated distributor” are defined by Section 111 of the Michigan Liquor Control Act (MCL 436.1101 et seq); the terms “supplier” and manufacturer” are provided for by Section 603 of the Michigan Liquor Control Act; and the terms “alcoholic liquor,” “beer,” “spirits,” and “wine” are defined by Chapter 830 of this Code of Ordinances.**

1 *Loading space or area* means an off-street space on the same lot with a structure or group
2 of structures for the temporary parking of a commercial vehicle while loading and unloading
3 merchandise or materials, and having direct and unobstructed access to a public street or alley.
4 "Unobstructed" does not preclude the use of security devices.

5 *Lodging facility* means building(s) or part of a building, where by prearrangement
6 transient or extended-stay guests are provided a sleeping room and a bathroom in return for
7 payment. A lodging facility has staff on-site or on-call 24 hours a day and may include, but is not
8 limited to, a boarding or rooming house, hotel, motel or motor lodge, or hostel.

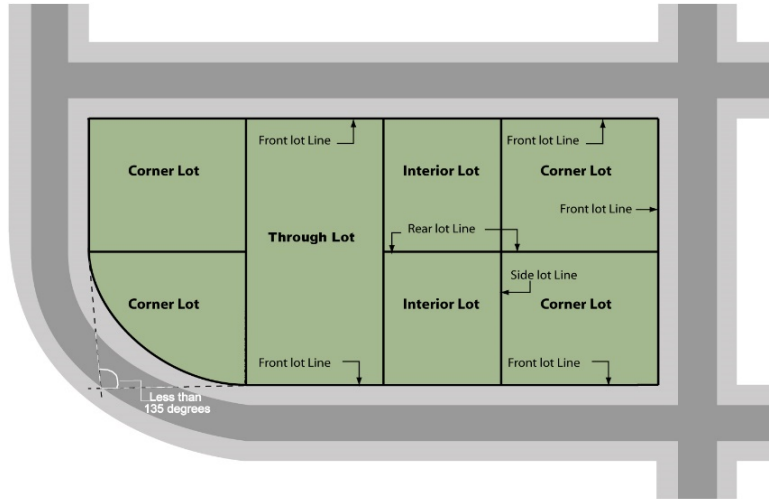
9 *Lot* means a parcel of land consisting of one or more lots of record occupied or intended
10 to be occupied by a principal structure or use and any accessory structure or by any other use or
11 activity permitted on the parcel of land. Lot includes the open spaces and yards required under
12 this Zoning Code and has its frontage on a public street or road either dedicated to the public or
13 designated on a recorded subdivision plat. Corner, interior and through lots are described as
14 follows:

15 (1) *Corner lot.* A lot where the interior angle of two adjacent sides at the intersection
16 of two streets is less than 135 degrees. A lot abutting upon a curved street is a
17 corner lot if the radius of the arc is less than 150 feet and the tangents to the curve
18 at the two points where the lot lines meet the curve or the straight street line
19 extended form an interior angle of less than 135 degrees.

20 (2) *Interior lot.* A lot other than a corner lot.

21 (3) *Through lot.* An interior lot having frontage on two more or less parallel streets.

Figure 5



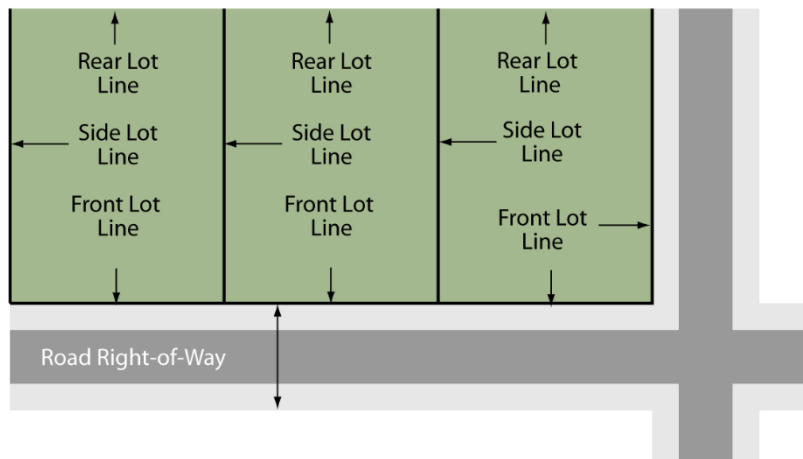
Lot area means the total horizontal area within the lot lines of the lot.

Lot coverage means the part or percentage of lot area, not including right-of-way, occupied by buildings, structures and hard-surfaced parking areas.

Lot depth means the horizontal distance between front and rear lot lines, measured along the median between the side lot lines.

Lot line means any of the lines bounding a lot.

Figure 6



Lot line, front means the line separating a lot from the right-of-way line of a street.

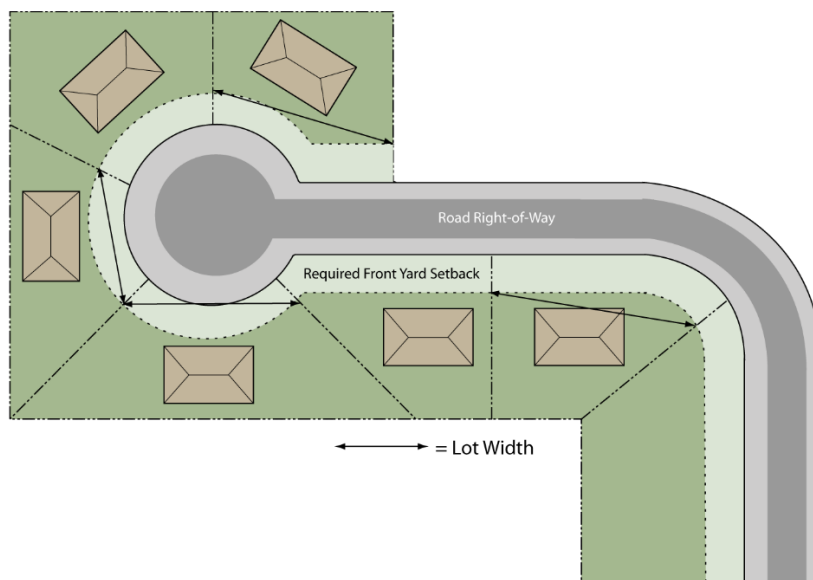
Lot line, rear means a lot line which is opposite the front lot line. In the case of a corner lot, the rear lot line may be opposite either front lot line, but there shall be only one rear lot line. In the case of a lot converging toward the rear, the rear lot line shall be an imaginary line parallel to the front lot line, not less than ten feet long and wholly within the lot.

Lot line, side means any lot line not a front lot line or a rear lot line.

Lot of record means a parcel of land which is part of a subdivision, the dimension and configuration of which has been recorded on a map in the office of the Register of Deeds for the appropriate county, or a parcel described by metes and bounds in any instrument of conveyance recorded at the appropriate Register of Deeds.

Lot width means the horizontal distance from one side lot line to the opposite side lot line, beginning and ending where the side lot lines meet the required setback from the front lot line.

Figure 7



1 *Low impact development* means land development that uses nature, through preserving or
2 recreating natural landscape features and minimizing effective imperviousness, to reduce, reuse
3 and/or manage stormwater thereby protecting water quality.

4 *Maintenance of structure* means to keep up, to keep from change, to preserve, to hold or
5 keep in any particular state or condition or to support what has already been brought into
6 existence.

7 *Mid-rise and high-rise* means a medium to large size structure that can incorporate a
8 mixture of uses and may often have integrated parking. Mid-rise buildings are typically four to
9 eight floors in height, and high-rise buildings are nine or more floors in height.

10 *Mixed-use* means a development that blends a combination of residential and
11 nonresidential where those functions are physically and functionally integrated. Mixed-use
12 development typically uses a combination of vertical and horizontal mixed-use development
13 practices.

14 (1) *Mixed-use, horizontal.* Horizontal mixed-use refers to development patterns
15 where uses within a development site or along a block are mixed along the extent
16 of the building and/or development. Horizontal mixed-use can be combined with
17 vertical mixed-use.

18 (2) *Mixed-use, vertical.* Vertical mixed-use refers to development patterns where uses
19 within a building are mixed, often with retail or active commercial uses on the
20 ground and lower floors, and office or residential uses on the upper floors.

21 *Mobile home* means a structure, transportable in one or more sections, which is built on a
22 chassis and designed to be used as a dwelling, with or without a permanent foundation, when

1 connected to the required utilities, and includes the plumbing, heating, air conditioning and
2 electrical systems contained in the structure.

3 *Mobile home park* means a parcel or tract of land under the control of a person upon
4 which three or more mobile homes are located on a continual, non-recreational basis and which
5 is offered to the public for that purpose regardless of whether a charge is made therefor, together
6 with any building, structure, enclosure, street, equipment, or facility used or intended for use
7 incident to the occupancy of a mobile home.

8 *Motel* means a series of attached, semidetached or detached rental units containing a
9 bedroom and a bathroom. A motel provides for overnight lodging which is offered to the public
10 for compensation and caters primarily to the public traveling by motor vehicle.

11 *Motor vehicle* means any self-propelled vehicle, whether operable or not, and includes,
12 but is not limited to, an automobile, bus, truck, pickup truck, truck tractor, van, wrecker or
13 construction equipment such as loaders/backhoes, bulldozers, rollers and forklifts.

14 *Motor vehicle repair station* means a use where minor repairs (as defined in "Motor
15 vehicle service station") are performed and any of the following major repairs are performed:
16 Bumping, vehicle painting, replacement of body parts and collision service, engine repair, engine
17 rebuilding or replacement, replacement of transmission or internal transmission parts, and
18 rebuilding or reconditioning of motor vehicles.

19 *Motor vehicle service station* means a use for supplying gasoline, oil and minor
20 accessories at retail directly to the customer and which performs minor repairs. "Minor repairs"
21 means: Engine tune up, alternator or generator replacement, battery replacement, fan belt
22 replacement, radiator hose replacement, radiator repair or replacement, tire and strut repair or

1 replacement, wheel balancing, oil change, windshield repair or replacement, brake repair or
2 replacement, muffler and exhaust system replacement, front end alignment, and automobile
3 washing and detailing.

4 *Nonconformity* means a use, structure or lot which does not conform with a use or
5 dimensional provision or any combination of a use or dimensional provision of this Zoning
6 Code, but which use, structure or land was lawfully established prior to the effectiveness date of
7 such use or dimensional provision.

8 *Nonresidential* use means any use not a residential use.

9 *Nursery* means any land used to raise trees, shrubs, flowers and other plants for sale or
10 for transplanting.

11 *Nursing home*. See "Adult care facilities."

12 *Occupant* means a person who takes or enters upon possession of all or part of a building,
13 parcel, or lot.

14 *Off-street parking facility* means an off-street parking surface lot or an off-street parking
15 structure.

16 *Off-street parking structure* means a structure which provides for vehicular parking
17 spaces, along with drives and aisles for maneuvering, so as to provide access for entrance and
18 exit for the parking of two or more vehicles.

19 *Off-street parking surface lot* means the use of an area for vehicular parking spaces,
20 along with drives and aisles for maneuvering, so as to provide access for entrance and exit for the
21 parking of more than two vehicles on the surface of a lot.

1 *Office* means a structure in which a person transacts his or her business or carries on his
2 or her stated occupation.

3 *Open space* means the ground area, and the space above such ground area, which is
4 unimpeded from the ground to the sky by any structure, except that the area may be used for
5 landscaping, gardening or recreational purposes such as swimming, shuffleboard, tennis or
6 similar uses. Parking lots and storage areas for vehicles and material shall not be considered as
7 open space.

8 *Open storage* means any of the following items which are stored in the open and which
9 are inoperable, damaged and/or deteriorated in such a condition that any such item cannot be
10 used for the purpose for which it was manufactured, or is not reasonably associated with the
11 principal use of the lot itself, including but not limited to, motor vehicles, machinery, appliances,
12 motor vehicle parts; and other materials, including, but not limited to, metal, pipes, rags, papers
13 or building materials.

14 *Outdoor play space* means the outside area on a lot reserved at a day care or group day
15 care home for outside exercise, large motor skill development and play space of children.

16 *Outdoor storage* means the keeping, in an unroofed area, of any goods, junk, junk
17 vehicles, material, merchandise or vehicles in the same place for more than 24 hours.

18 *Panelized structure* means a structure consisting of preconstructed units for walls, roofs,
19 and floors, which may include structural framing, windows, doors, exterior finishes, interior wall
20 finishes, installed wiring, plumbing and insulation, which is brought on-site and erected thereon
21 on a permanent foundation.

22 *Parcel* means a tract of land officially described and registered under one ownership.

1 *Parking space* means an area of defined length and width for the parking of motor
2 vehicles. Such area shall be exclusive of drives, aisles or entrances giving access thereto.

3 *Peak hour parking demand* means the number of parking spaces required during the
4 highest intensity of use.

5 *Perimeter line or boundary line* means the exterior limits of a lot.

6 *Personal service establishment* means any premises or business in which collaborative
7 creative workspace or services for persons are performed, including, but not limited to,
8 'Makerspace', shoe repair, tailoring, beauty parlors, nail salons, tanning salons, barbershops.

9 *Places of assembly* means any structure wherein persons regularly gather for
10 entertainment, social, educational or recreational activities, or political purposes including, but
11 not limited to, theaters, fraternal organizations, community centers, and trade union halls.

12 *Places of worship* means any structure wherein persons regularly gather for religious
13 activity including, but not limited to, churches, synagogues, mosques, and temples, and the usual
14 accessory structures and uses, such as convents, rectories, parsonages, monasteries, and church
15 halls.

16 *Planned unit development* means an office, residential, commercial, industrial or mixed
17 complex developed as a single entity, which complex contains more than one structure on a lot,
18 not including accessory structures, and which is planned and developed as an integral unit in a
19 single development operation according to the requirements of Chapter 1264.

20 *Plot plan* means a diagram depicting the existing and proposed structures, lot lines,
21 setbacks, parking areas and the location of any known wells.

22 *Porch.* See "Frontage type."

1 *Premanufactured unit* means an assembly of materials or products intended to comprise
2 all or part of a building or structure, and that is assembled at other than the final location of the
3 unit of the building or structure by a repetitive process under circumstances intended to ensure
4 uniformity of quality and material content.

5 *Primary facade.* See "Facade, primary."

6 *Primary frontage.* See "Frontage, primary."

7 *Principal use means* the primary, major, main, leading, outstanding or chief use which a
8 lot serves or is intended to serve.

9 *Probate* means the period of probate, as defined in Public Act 386 of 1998, as amended,
10 being MCL 700.1101 et seq.

11 *Production facilities* means facilities for the production of consumer goods such as food,
12 beverages, art, clothing, textiles, etc. and have a minimum of 20 percent floor area dedicated to
13 retail sales.

14 *Public utility* means electric light and power companies, whether private, public,
15 corporate or cooperative; gas companies; water, telephone, telegraph, oil, gas and pipeline
16 companies; motor carriers; and all public transportation and communication agencies other than
17 railroads and railroad companies.

18 *Real property* means a lot, plot or parcel of land recorded and located in the City of
19 Lansing.

20 *Recognized benefit* means the provision of certain elements or improvements that are
21 desired by the City, as either expressed in the Comprehensive Plan or as stated in the Zoning
22 Ordinance, or that go beyond the minimum requirements.

1 *Reconstruction* means the act of rebuilding a structure to meet the standards of the
2 Building Code or Housing Code.

3 *Recreational equipment* means a watercraft, vehicle, or other conveyance designed to be
4 used primarily off of public streets and roads, and not regulated by the Michigan Vehicle Code,
5 including by way of example, but not limited to: Snowmobiles; boats and boat trailers; jet skis,
6 floats and rafts, including transportation equipment.

7 *Recreational facility* means a structure or open space which provides activities, including
8 but not limited to, swimming, racquet sports, exercise and fitness rooms or areas, and
9 gymnasiums.

10 *Recreational vehicle* means a vehicle primarily designed and used as temporary living
11 quarters for recreational, camping, or travel purposes, including a vehicle having its own motor
12 power or a vehicle mounted on or drawn by another vehicle. This includes by way of example,
13 but is not limited to: Travel trailers; camp trailers; tent trailers; campers, pop-up campers, and
14 pickup campers; folding tent trailers; and utility trailers.

15 *Repair* means to restore to a sound or good state after decay, injury, dilapidation or
16 partial destruction.

17 *Residential use* means a use all or part of a lot, parcel, or building as a single-family, two-
18 family or multifamily residence, or residential child care facility, and accessory uses thereto.

19 *Restaurant* means an establishment serving foods and/or beverages to a customer in a
20 ready-to-consume state. The method of operation may be characteristic of a carry-out, drive-in,
21 drive-through, fast food, standard restaurant, or lounge/tavern, or combination thereof, as defined
22 below:

- 1 (1) *Restaurants with outdoor seating.* A use that involves the sale or delivery of any
2 prepared food or beverage for consumption in a defined area on premises but
3 outside of the building in which it is prepared. Examples of defined areas include
4 an external deck, patio, mall, garden, balcony or sidewalk.
- 5 (2) *Carry-out restaurant.* A use that involves the sale of food, beverages, and/or
6 desserts in disposable or edible containers or wrappers in a ready-to-consume
7 state for consumption mainly off the premises. A carry out restaurant differs from
8 a drive through restaurant in that a customer must park and walk up to the
9 restaurant or an employee must exit the restaurant and deliver the food to a
10 customer in a parked car.
- 11 (3) *Drive-in restaurant.* A use that involves delivery of prepared food so as to allow
12 its consumption within a motor vehicle while parked on the premise.
- 13 (4) *Drive-through restaurant.* A use that involves the delivery of prepared food to the
14 customer within a vehicle, typically passing through a pass-through window, for
15 consumption off of the premises.
- 16 (5) *Standard restaurant.* A standard restaurant is a use that involves either of the
17 following:
- 18 a. The delivery of prepared food by waiters and waitresses to customers
19 seated at tables within a completely enclosed building.
- 20 b. The prepared food is acquired by customers at a cafeteria line and is
21 subsequently consumed by the customers within a completely enclosed
22 building.

(6) *Bar/lounge/tavern.* A bar, lounge or tavern is a type of restaurant that is operated primarily for the dispensing of alcoholic beverages. The preparation and sale of food or snacks to customers may be permitted.

Restoration means to put back into original or historic condition.

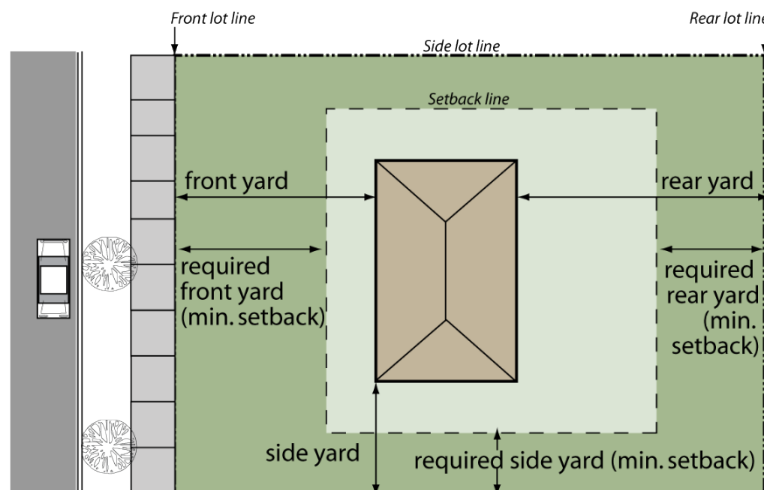
Resumption means to begin the use of a nonconformity after it has been previously discontinued from use.

Retail store means an establishment which primarily serves the surrounding neighborhood and includes, but is not limited to, the following: Limited service food store, drug store, hardware store, laundry or cleaners pickup, jewelry store, florist, gift shop, book store, clothing store, photographer, and bakery whose products are sold only on the premises.

Salvage yard means a lot where any product, including, but not limited to, any of the following, is taken apart in such a way that the usable parts are separated from the nonusable: Motor vehicles, machinery, appliances, fixtures, goods, and merchandise.

Setback means the minimum horizontal distance measured from the lot line, as required under this ordinance, for the front, side, or rear property line as appropriate.

Figure 8



1 *Shared parking* means a parking facility that serves two or more parcels of land or
2 multiple uses under different ownership. A recorded shared parking agreement is generally used.

3 *Sheltered care facility* means a governmental or nongovernmental establishment having
4 as its principal function the provision of supervision, personal care, and protection for more than
5 six adults, in addition to room and board, for up to 24 hours a day, five or more days a week and
6 for two or more consecutive weeks, with or without compensation. "Sheltered care facility"
7 includes, but is not limited to, emergency shelters, facilities for persons who are homeless,
8 parolees, ex-offenders, aged, or developmentally or physically disabled, who may require
9 supervision on an on-going basis but do not require continuous nursing care. A sheltered care
10 facility does not include any of the following:

- 11 (1) A nursing home licensed under Article 17 of Public Act 368 of 1978, as amended,
12 being M.C.L.A. 333.20101 to 333.22181;
- 13 (2) A hospital licensed under Article 17 of Public Act 368; or
- 14 (3) A hospital for the mentally ill or a facility for the developmentally disabled
15 operated by the Department of Mental Health under Public Act 258 of 1974, as
16 amended, being M.C.L.A. 330.1001 to 330.2106.

17 *Shopping center* means a grouping of two or more business establishments developed in
18 accordance to an overall plan and designed and built as an interrelated project. Buildings
19 constructed on outlots shall not be considered part of the shopping center unless access and
20 parking easements are provided.

21 *Site plan* means a plan that conforms to the requirements contained in Chapter 1260.

22 *Stable* means a structure used to keep horses for commercial purposes.

1 *Stoop*. See "Frontage types."

2 *Storage* means the holding or safekeeping of goods to await the happening of some future
3 event or contingency which will call for the removal of the goods.

4 *Storefront*. See "Frontage types."

5 *Street* means a public thoroughfare, avenue, road, highway, boulevard, parkway, way,
6 drive, lane or court which affords the principal means of access to abutting property.

7 *Street, private* means a street which is not public.

8 *Street type* means a classification or typologies for streets that considers the
9 characteristics of vehicle travel (speed and volume), the street's function in the transportation
10 network (types of travel accommodated: Through traffic, cross-town, connections to highways or
11 local), the extent of pedestrian and bicycle accommodation, typical types of land uses served, the
12 design context (block length, building setbacks), and access system design. In many cases, a
13 streets classification may change as it traverses different zoning districts. The following street
14 types are illustrated on the official Street Typology Map:

15 (1) *Expressway*. Restricted access divided Interstate and U.S. highways for motor
16 vehicle use only that are typically under the jurisdiction of the State of Michigan
17 or the Federal Highway Administration.

18 (2) *Non-local streets*:

19 a. *Activity corridor*. An arterial or major street that traverses an area that
20 typically is designed to promote a multi-modal balance between vehicle,
21 pedestrian and bicycle travel. Such streets may have more frequent traffic
22 signals, a higher level of service of public transit, on-street parking, and

1 more abundant locations for pedestrian crossings to encourage activity

2 along the sidewalks.

3 b. *Prime connector*. Major collector streets that link higher class streets with
4 local streets. Prime connector typically traverse residential districts and are
5 designed for moderate traffic speeds and volumes, often with special
6 design features to bicyclists.

7 c. *Suburban corridor*. A class of arterial or major streets that are similar in
8 traffic function as arterial corridors, but typically are lined with more
9 suburban style auto-oriented development with lower density and deeper
10 setbacks.

11 d. *Arterial corridor*. Major streets that, compared to most other types of
12 streets, are designed accommodate higher volumes of vehicle traffic and
13 often are "cross town" routes that are, or may connect with, state
14 trunklines or roads in adjacent communities. May also be referred to as
15 principal or major arterials.

16 e. *Neighborhood connector*. Minor residential collector streets that link local
17 streets with higher classes of streets. Neighborhood connectors are
18 designed for lower traffic volumes and speeds to complement the
19 character of the neighborhoods served. Dedicated bike facilities may be
20 provided.

21 (3) *Local street*. Lowest traffic streets providing access to residents. Lanes are
22 typically unmarked with on-street parking and stop-controlled intersections.

1 *Structural alteration* means any change in the supporting members of a building, such as
2 bearing walls, columns, beams or girders, or any substantial changes in the roof and exterior
3 walls.

4 *Structure* means that which is built or constructed, an edifice or building of any kind or
5 any piece of work artificially built up or composed of parts joined together in some definite
6 manner.

7 *Structure, minor* means a structure having a replacement cost of not more than \$5,000.00.

8 *Structure, temporary* means a structure which is located on a lot for less than one year,
9 or, if the structure is connected with a construction activity on a lot, until the construction
10 activity is completed.

11 *Substitution* means to put in place of another.

12 *Tavern.* See "Restaurant: Bar/tavern."

13 *Temporary use* means any use that is not permitted as a principal use, accessory use or a
14 conditional use in a zoning district, and which is limited in its duration.

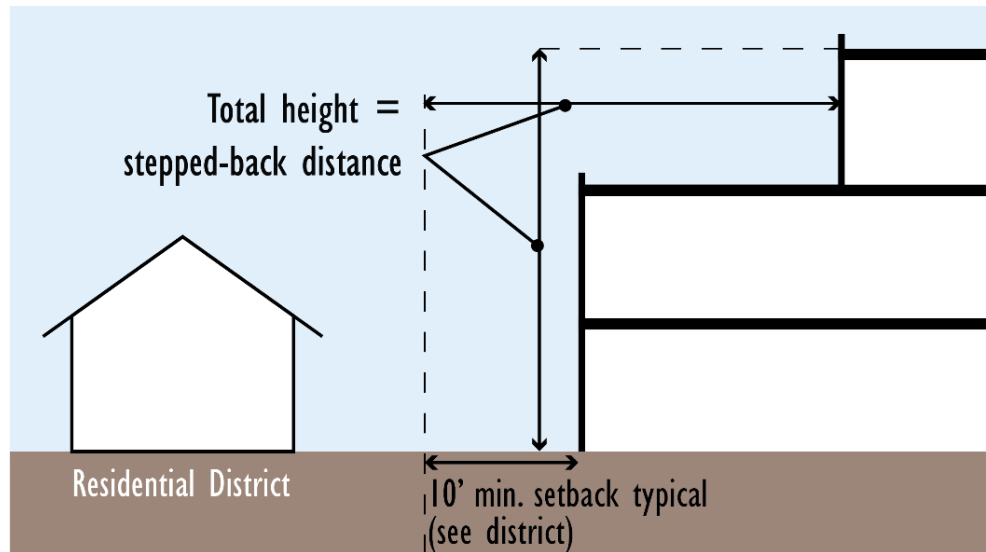
15 *Townhouse* means a group of dwellings having party walls with each other and located
16 side by side.

17 *Trailer* means a vehicle with or without motive power, other than a pole-trailer, designed
18 for carrying property or persons and for being drawn by a motor vehicle and so constructed that
19 no part of its weight rests upon the towing vehicle. As defined in this Code, trailer is not
20 exclusive of recreational vehicles.

21 *Upper floor stepbacks, for the elevation adjacent to a residential district (R-1 through R-*
22 *6),* means the floors above the second story shall be tiered-back so that the highest point of the

building is setback from the adjacent residential district a distance at least equal to the height of the building.

Figure 9



Use means:

- (1) Any purpose for which a structure or lot may be designed, arranged, intended, maintained or occupied; or
- (2) Any activity, occupation, business or operation carried on in a structure or on a lot.

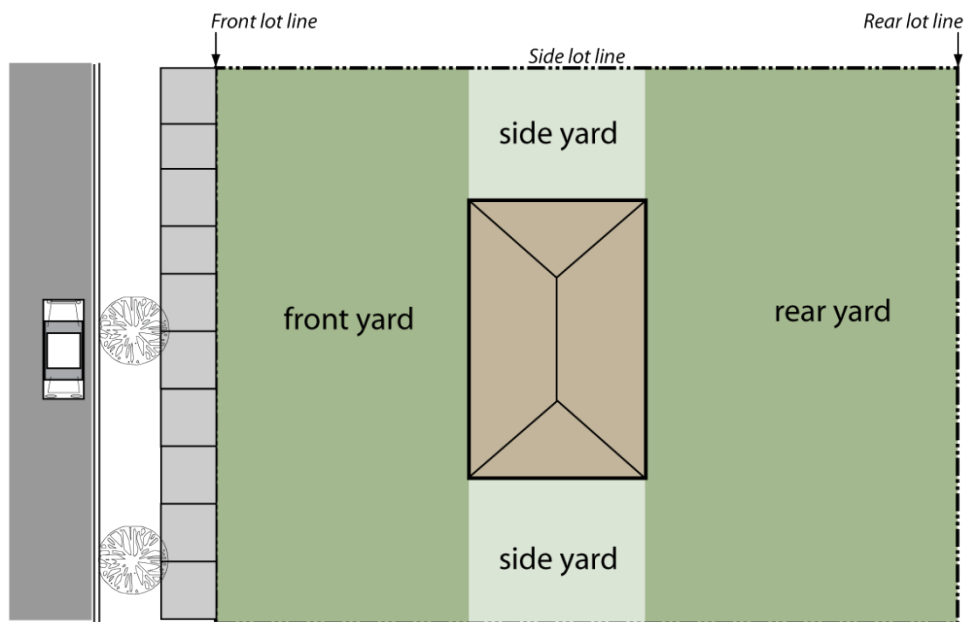
Vertical mixed-use. See "Mixed-use, vertical."

Yard means a space on a lot with a structure, which space is unobstructed and unoccupied from the ground upward, except as occupied or obstructed as permitted in this Zoning Code.

- (1) *Front yard* means a yard extending across the full width of a lot between the front lot line of the structure containing the principal use and the front lot line.

- (2) *Rear yard* means a yard extending the full width of a lot between the rearmost structure containing the principal use and the rear lot line, the depth of which is the least distance between the rear lot line and the rear of the structure containing the principal use.
- (3) *Side yard* means a space within a lot between a side lot line and a structure containing the principal use or an attached accessory structure, whichever is closer to the side lot line. A side yard extends on each side of a lot from the front line of the structure to the rear line of the structure.

Figure 10



Zoning variance means a modification of the strict letter of this Zoning Code granted by the Board of Zoning Appeals when, by reason of exceptional conditions, the strict application of this Zoning Code results in peculiar, exceptional or practical difficulties or unnecessary hardship to the owner of the lot.

Section 3. Should any section, clause or phrase of this ordinance be declared to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof other than the part so declared to be invalid.

6 Section 4. This ordinance shall take effect on the 30th day after enactment, unless given
7 immediate effect by City Council, and shall expire December 31, 2034.

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9
0
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City Attorney

Dated: _____

PASSAGE OF ORDINANCE

An ordinance – cut and paste from first paragraph of ordinance.

Is read a second time by its title. The Ordinance was reported from the Committee on Public Safety and is on the order of immediate passage.

COUNCIL MEMBER	YEAS	NAYS
Brown	☐	☐
Carter	☐	☐
Garza	☐	☐
Hussain	☐	☐
Jackson	☐	☐
Kost	☐	☐
Pehlivanoglu	☐	☐
Spadafore	☐	☐
	_____	_____
☐ ADOPTED	☐ FAILED	

INTRODUCTION OF ORDINANCE

Council Member Pehlivanoglu introduced:

An ordinance of the City of Lansing, Michigan, to amend Section 1240.04 of the Lansing Codified Ordinances to define the term “liquor store” within the Zoning Code.

The Ordinance is read a first time by its title and referred to the Committee on Public Safety.

Resolution #2025-###

By the Committee on Public Safety
Resolved by the City Council of the City of Lansing

Resolved by the City Council of the City of Lansing that a public hearing be set for _____, 2025 at 7 p.m. in the Tony Benavides Lansing City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, for the purpose of amending Section 1240.04 of the Lansing Codified Ordinances to define the term “liquor store” within the Zoning Code.

**CITY OF LANSING
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a Public Hearing will be held on Monday, , 2025 at 7:00 p.m. in the Tony Benavides Lansing City Council Chambers, 10th Floor Lansing City Hall, 124 W. Michigan Ave., Lansing, MI for the purpose of considering:

An Ordinance of the City of Lansing, Michigan, to amend Section 1240.04 of the Lansing Codified Ordinances to define the term “liquor store” within the Zoning Code.

Persons with disabilities who need an accommodation to fully participate in these meetings should contact the City Council Office at 517-483-4177 (TDD (517) 483-4479) 24 hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodation requests.

For more information, please call 517-483-4177. If you are interested in this matter, please attend the public hearing or send a representative. Written comments will be accepted between 8 a.m. and 5 p.m. on City business days if received before 5 p.m., on the day of the Public Hearing at the City Clerk’s Office, Ninth Floor, City Hall, 124 West Michigan Ave., Lansing, MI 48933 or email city.clerk@lansingmi.gov.

Chris Swope, Lansing City Clerk, MMC/MiPMC
www.lansingmi.gov/Clerk
www.facebook.com/LansingClerkSwope

PASSAGE OF ORDINANCE

An ordinance of the City of Lansing, Michigan, to amend Section 1250.02 of the Lansing Codified Ordinances to add Subsection 1250.02.13 to provide for a limitation within the Zoning Code of proximity of liquor stores to each other.

Is read a second time by its title. The Ordinance was reported from the Committee on Public Safety and is on the order of immediate passage.

COUNCIL MEMBER	YEAS	NAYS
Brown	☐	☐
Carter	☐	☐
Garza	☐	☐
Hussain	☐	☐
Jackson	☐	☐
Kost	☐	☐
Pehlivanoglu	☐	☐
Spadafore	☐	☐
	_____	_____
☐ ADOPTED	☐ FAILED	

ORDINANCE NO. _____

An ordinance of the City of Lansing, Michigan, to amend Section 1250.02 of the Lansing Codified Ordinances to add Subsection 1250.02.13 to provide for a limitation within the Zoning Code of proximity of liquor stores to each other.

THE CITY OF LANSING ORDAINS:

Section 1. That Chapter 1250, Section 1250.02, of the Codified Ordinances of the City of Lansing, Michigan, be and is hereby amended to add a new Subsection 1250.02.13 to read as follows:

1250.02.13. -Liquor stores.

No liquor store shall be located within 1,000 feet of another liquor store. The distance between liquor stores shall be measured by the shortest straight line between the respective lots in which each liquor store is located, from the two points of each lot line closest to the other lot.

Section 2. All ordinances, resolutions or rules, parts of ordinances, resolutions or rules inconsistent with the provisions are repealed.

Section 3. Should any section, clause or phrase of this ordinance be declared to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof other than the part so declared to be invalid.

Section 4. This ordinance shall take effect on the 30th day after enactment, unless given immediate effect by City Council, and shall expire December 31, 2034.

Approved as to form:

City Attorney

Dated: _____

INTRODUCTION OF ORDINANCE

Council Member Pehlivanoglu introduced:

An ordinance of the City of Lansing, Michigan, to amend Section 1250.02 of the Lansing Codified Ordinances to add Subsection 1250.02.13 to provide for a limitation within the Zoning Code of proximity of liquor stores to each other.

The Ordinance is read a first time by its title and referred to the Committee on Public Safety.

Resolution #2025-###

By the Committee on Public Safety
Resolved by the City Council of the City of Lansing

Resolved by the City Council of the City of Lansing that a public hearing be set for _____, 2025 at 7 p.m. in the Tony Benavides Lansing City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, for the purpose of amending Section 1250.02 of the Lansing Codified Ordinances to add Subsection 1250.02.13 to provide for a limitation within the Zoning Code of proximity of liquor stores to each other.

**CITY OF LANSING
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a Public Hearing will be held on Monday, , 2025 at 7:00 p.m. in the Tony Benavides Lansing City Council Chambers, 10th Floor Lansing City Hall, 124 W. Michigan Ave., Lansing, MI for the purpose of considering:

An ordinance of the City of Lansing, Michigan, to amend Section 1250.02 of the Lansing Codified Ordinances to add Subsection 1250.02.13 to provide for a limitation within the Zoning Code of proximity of liquor stores to each other.

Persons with disabilities who need an accommodation to fully participate in these meetings should contact the City Council Office at 517-483-4177 (TDD (517) 483-4479) 24 hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodation requests.

For more information, please call 517-483-4177. If you are interested in this matter, please attend the public hearing or send a representative. Written comments will be accepted between 8 a.m. and 5 p.m. on City business days if received before 5 p.m., on the day of the Public Hearing at the City Clerk's Office, Ninth Floor, City Hall, 124 West Michigan Ave., Lansing, MI 48933 or email city.clerk@lansingmi.gov.

Chris Swope, Lansing City Clerk, MMC/MiPMC
www.lansingmi.gov/Clerk
www.facebook.com/LansingClerkSwope

ORDINANCE NO. _____

An ordinance of the city of Lansing, Michigan, to amend the Lansing Codified Ordinances by amending Chapter 1060, Sections 1060.02, 1060.04, 1060.06, 1060.09, 1060.14, and 1060.17 and to add section 1060.18, to reduce waste hauler traffic in the City by establishing the City as the provider of all curbside solid waste collection, and to clarify recyclable items to be collected.

THE CITY OF LANSING ORDAINS:

Section 1. That Chapter 1060, Sections 1060.02, 1060.04, 1060.06, 1060.09, 1060.14, and 1060.17 and to add Section 1060.18, of the Codified Ordinances of the City of Lansing, Michigan, be and is hereby amended to read as follows:

1060.02. - Definitions.

As used in this chapter:

Containers means an appropriate bin, cart, bag of plastic or paper, or other vessel specified or provided by the City or private company for purpose of holding solid waste, yard waste, or recyclable materials until collected.

***Curbside solid waste collection* means the regularly scheduled collection of solid waste from residential sites of generation.**

Hazardous substance means any waste (including "hazardous waste" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and "solid waste" as defined in the Resource Conservation and Recovery Act of 1976, as amended, and State counterpart laws thereto), substance, pollutant, contaminant, oil petroleum product, commercial produce or other substance which is listed, regulated or designated as toxic

1 or hazardous (or words of similar meaning and regulatory effect), or with respect to which
2 remedial obligation may be imposed, under any environmental law, or exposure to which may
3 pose a health or safety hazard.

4 *Garbage* means rejected food wastes, including waste accumulation of animal, fruit or vegetable
5 matter used or intended for food or that attends the preparation, use, cooking, dealing in or
6 storing of meat, fish, fowl, fruit or vegetables, with the exception of fruit and/or vegetable matter
7 properly composted.

8 *Generator* means a person generating solid waste.

9 *Industrial recyclable materials* means source separated from solid waste fiber, plastic, ferrous or
10 nonferrous metal scrap directed and/or delivered to a scrap processor or to a re-user of ferrous or
11 nonferrous products and slag or slag products directed to a slag processor or to a re-user of slag
12 or slag products.

13 *Licensed waste hauler* means any waste hauler licensed by the City pursuant to Chapter 852 of
14 the Business Regulation and Taxation Code.

15 *Multiple residential facility* means any multifamily dwelling containing five or more units and
16 any mobile home located in a mobile home park, as defined in the Michigan Mobile Home
17 Commission Act, as amended.

18 *Multiple residential site of generation* means any site of generation containing a multiple
19 residential facility.

20 *Nonresidential entity* means any person who uses, occupies or possesses a premises, or any part
21 thereof or unit therein, which is not a single-family dwelling, a multifamily residential dwelling
22 containing four units or less or a multiple residential facility. Nonresidential entity includes, but

1 is not limited to, commercial, office, industrial, governmental, educational, religious, medical

2 and food institutions, businesses and establishments, whether for profit or not for profit.

3 *Commercially recyclable materials* means all residential recyclable materials and such other

4 materials as may be recommended by the Public Service Department and established by Council

5 from time to time by resolution.

6 *Nonresidential site of generation* means any site of generation of a nonresidential entity. It is

7 intended that this classification include all non-residential premises and any part thereof or unit

8 therein.

9 *Person* means any individual, firm, public or private corporation, partnership, trust, public or

10 private agency or any other entity, or any group of such persons.

11 *Premises* means any enclosed areas which are used for residential, commercial or industrial

12 purposes, separately or in combination, to which a separate street address, postal address or box,

13 tax roll description or other similar identification has been assigned to or is in use by a person

14 having control of the area.

15 *Residential recyclable materials* means materials ~~such as newspaper, clear and brown glass~~

16 ~~bottles and jars, tin (steel) cans, high-density polyethylene (HDPE) plastic bottles and jugs with~~

17 ~~threaded neck, polyethylene terephthalate (PET) bottles, aluminum cans, trays and foil, glossy-~~

18 ~~paged magazines and catalogs, and such other material as may be recommended by the Public~~

19 Service Department and established by Council from time to time by resolution.

20 *Residential site of generation* means any site of generation containing a single-family dwelling

21 or multifamily residential dwelling which contains four units or less.

1 *Right-of-way* means the area between the sidewalk and the curb, or within six feet from the curb
2 if no sidewalk is in place, whichever is applicable.

3 *Solid waste* means garbage; ashes; incinerator ash; incinerator residue; street cleanings;
4 Municipal and industrial sludge; solid commercial and solid industrial waste and animal waste;
5 but does not include human body waste; liquid or other waste regulated by statute; source
6 separated from solid waste fiber, plastic, ferrous or nonferrous metal scrap directed and/or
7 delivered to a scrap processor or to a re-user of ferrous or nonferrous products and slag or slag
8 products directed to a slag processor or to a re-user of slag or slag products.

9 *Site of generation* means any premises in or on which solid waste is generated by any person.

10 *Waste hauler* means any person engaged, in whole or in part, in the business of collecting,
11 transporting, delivering or disposing of solid waste, recyclable materials or yard waste within the
12 City.

13 *Yard waste* means leaves, grass clippings, garden debris, shrubbery or brush or tree trimmings
14 less than four feet in length and two inches in diameter, that can be converted to composted
15 humus. This term does not include stumps, agricultural wastes, animal waste, roots, sewage
16 sludge or garbage.

17 *Acceptable bulk items for collection* means any item which cannot be fully contained within a
18 City collection bag or which exceeds thirty pounds, except as defined in subsection (t) hereof.

19 *Unacceptable bulk items for collection* includes, but is not limited to, logs; stumps; trees (except
20 Christmas trees); buildings or demolition materials; concrete; rocks; abandoned or junk vehicles,
21 including automobiles, trucks and buses; automobile or truck parts (excluding tires); and
22 manufacturing or trade wastes.

1 1060.04. - Yard waste, solid waste and recyclable material container specifications; price.

2 (a) The containers for recyclable materials from a residential site of generation shall be as
3 specified by the Public Service Department. Its contents shall not exceed ~~thirty~~ **XXXX**
4 pounds, ~~excluding the weight of the bagged or bundled newspaper that may be placed on~~
5 ~~top of the container,~~ and shall be properly prepared and separated from the solid waste
6 prior to collection, and maintained in a fly and vermin proof condition. The recycling
7 containers shall be kept in a sanitary condition by the users thereof.

8 (b) The containers for solid waste **materials from a residential site of generation shall**
9 **be as specified by the Public Service Department.** ~~which shall be picked up by Public~~
10 ~~Service Department employees from residential sites of generation, shall be plastic bags~~
11 ~~or carts of City-approved quality. Specifications for City-approved collection bags or~~
12 ~~carts for solid waste shall be promulgated by the City through its Public Service Director.~~
13 **Residential site generators may purchase bag tags for solid waste bags from the City**
14 **for those times when additional solid waste services are needed up and beyond what**
15 **the container will hold.** ~~The contents of the City-approved collection bags for solid~~
16 ~~waste~~ **Any bag, containing solid waste, affixed with a City-approved bag tag and**
17 **containers for yard waste shall not exceed thirty pounds. City collection bags tags shall**
18 **be sold at a price determined by resolution of Council and shall be sold at outlets**
19 **designated by the City. Designated sales outlets shall sell City collection bags tags**
20 **only at the price established by Council. However, the appropriate sales tax may be**
21 **charged by the retail establishment if so required by the laws of the State.**

1 ~~(1) — City collection bags shall be a distinctive color and printed with the City~~
2 ~~seal or appropriate words which will readily indicate to the Public Service~~
3 ~~Department that the collection bags are intended for the weekly City-wide~~
4 ~~residential collection service.~~

5 ~~(2) City collection bags shall be sold at a price determined by resolution of~~
6 ~~Council and shall be sold at outlets designated by the City. Designated sales~~
7 ~~outlets shall sell City collection bags only at the price established by Council.~~
8 ~~However, the appropriate sales tax may be charged by the retail establishment if~~
9 ~~so required by the laws of the State.~~

10 (c) Yard waste in plastic bags will not be picked up by public service department
11 employees from residential sites of generation. Specifications for City-approved
12 collection containers for yard waste shall be promulgated by the City through its Public
13 Service Director. The contents of the containers shall not exceed thirty (30) pounds.

14 (d) All brush shall be neatly bundled in accordance with the City's pre-collection
15 requirements.

16 1060.09. - Licensing of waste haulers.

17 (a) No person shall engage in the business of collecting, transporting, delivering or
18 disposing of solid waste residential recyclable materials and/or commercial recyclable
19 materials and/or yard waste within the City without first obtaining a license issued by the
20 City. A waste hauler license shall be valid from the date of issuance to the following
21 April 30 (unless revoked earlier). It shall be an express condition of each license that the
22 waste hauler shall:

1 (1) Comply with all provisions of this chapter, Federal and State laws;

2 (2) Have suitable types of containers and an appropriate number of containers to
3 provide adequate service;

4 (3) Have a schedule of pick-ups; and

5 (b) Every person required to obtain a waste hauler license shall make application to the
6 City on forms provided by the ~~City Clerk's office. The application shall require such~~
7 ~~information as will enable the Department of Public Service's designee to determine~~
8 ~~whether the applicant, if licensed, will serve the public in compliance with the~~
9 ~~requirements of this chapter, and all other applicable laws, statutes, ordinances, rules and~~
10 ~~regulations. The application for the waste hauler license, or the renewal of the license~~
11 **shall require the following: a general description of materials handled, weight**
12 **and/or volume of materials to be collected, and collection schedule (if applicable),**
13 **and such other information that will enable the City to determine whether the**
14 **applicant, if licensed, will serve the public in compliance with the requirements of**
15 **this Chapter and all other applicable laws, statutes, ordinances, rules, and**
16 **regulations.** The nonrefundable fee for a waste hauler license shall be determined by
17 Council resolution.

18 (c) Upon receipt of an application for a waste hauler license and payment of a
19 nonrefundable license fee established by resolution of Council, the Department of Public
20 Service shall make a recommendation regarding whether to grant the waste hauler
21 license. The City may deny the issuance of a waste hauler license for any of the following
22 reasons:

1 (1) Failure of the applicant to comply with this chapter, and any rules and
2 regulations promulgated by the Department of Public Service and adopted by
3 Council;

4 (2) Violations of this chapter or any other applicable laws, statutes, ordinances,
5 rules and regulations;

6 (3) Prior criminal convictions, other than minor traffic offenses, or prior license
7 revocations, when such criminal conviction or license revocation bears on the
8 ability of the applicant to serve the public as a waste hauler in a fair, honest, safe
9 and lawful manner; or

10 (4) Misrepresentation of any material fact in the application for the license. In the
11 event that the waste hauler license is denied, the City shall provide to the
12 applicant written findings of fact in support of the denial based on the standards
13 described above.

14 (d) Any waste hauler license granted pursuant to this chapter may be suspended or
15 revoked by the City for any of the reasons for denial of such license set forth in
16 subsection (c) hereof. The Public Service Department shall make written findings of fact
17 in support of any license suspension or revocation. A person shall have the right to a
18 hearing before Council on any recommended license suspension or revocation, provided
19 that a written request therefor is filed with the City Clerk within five business days after
20 receipt of notice of such suspension or revocation. In the event that such written request
21 is filed with the City Clerk, Council shall hold a public hearing on such suspension or
22 revocation, and shall have the power to reverse, affirm or modify the decision of the

Public Service Department. Council shall, in its determination, make written findings of fact supporting its decision. The determination by Council shall be final, subject to appeal to a court of competent jurisdiction.

(e) Any vehicle used by a waste hauler for the collection, transportation, delivery or disposal of solid waste within the City shall have the waste hauler's name, address, telephone number and the number of its license issued pursuant to this chapter, plainly marked upon both sides of the vehicle in letters and figures not less than two inches high.

1060.14. - Conditions for bulk item collection service.

The owner or occupant of a residential site of generation unit qualifying for ~~weekly~~ bulk item collection service under this chapter, and intending to utilize the service, ~~shall place a bulk item sticker on each item to be collected.~~ **shall pay the City the collection service fee which shall be determined by resolution of Council.** Bulk items intended for collection shall be placed by the owner or occupant of the residential dwelling unit at the curb in front of the residence not earlier than 4:00 p.m. of the day preceding the bulk item collection day, and not later than 7:00 a.m. of the day of collection. ~~Bulk items shall be placed at the curb with the sticker facing the roadway.~~ The owner or occupant shall not place or cause to be placed any unacceptable bulk item for collection. No person, other than the owner or occupant, shall place City bulk collection items on the premises of ~~the~~ **any** residence or in front of ~~the~~ **any** residence for the City-wide residential bulk collection service.

1060.15. - Bulk item collection schedule; exception for holidays.

1 The schedule of routes and days for the bulk item collection service established under this
2 chapter shall be determined by resolution of Council. Bulk items shall be collected on a
3 weekly basis, except as otherwise approved by Council. ~~The Department of Public~~
4 ~~Service shall schedule the collection of bulk items on the next working day following the~~
5 ~~regularly scheduled refuse collection. Council, by resolution, may suspend bulk item~~
6 ~~collection service during the months of December, January, February and March.~~

7 1060.17. - Annual collection and enforcement fee; unpaid fees.

8 (a) The City shall establish an annual collection and administrative fee, which fee shall be
9 established by resolution of Council.

10 (1) The annual collection and administrative fee shall ~~only~~ be imposed upon those
11 units of residential site of generation which utilize the Public Service Department
12 to pick up the recyclables, **solid waste**, and yard waste.

13 (2) Any person who is billed for a collection ~~fee~~ and administrative **fee** and who
14 ~~has not used the Public Service Department and exercised another approved~~
15 ~~option~~ **can demonstrate by documentation acceptable to the Public Service**
16 **Department that they are utilizing another legal option** for the ~~picking up~~
17 **disposal** of recyclables, **solid waste**, and/or yard waste shall submit **the**
18 **documentation** to the Public Service Department ~~appropriate documentation;~~
19 and, if the Public Service Department determines that the ~~user~~ **person** has utilized
20 another ~~approved~~ **legal** option, the ~~Public Service Department~~ **City** shall rebate
21 the collection fee and administrative fee.

1 (3) The annual collection and administrative fee shall provide for covering the
2 complete costs, direct and indirect, of administering the enforcement program and
3 picking-up the recyclables, **solid waste**, and yard waste.

4 (b) The annual collection and administrative fee, if unpaid, shall be placed upon the tax
5 roll of the parcel of property on which the unit is located.

6 (c) The Public Service Department shall promulgate rules and regulations which will
7 govern the implementation of the collection of recyclables, **solid waste, and yard waste**
8 by the Public Service Department and the billing procedure.

9 **1060.18. – City of Lansing curbside solid waste collection.**

10 **(a) The City of Lansing, by and through its Public Service Department, shall be**
11 **solely responsible for curbside solid waste collection. The City of Lansing may contract**
12 **with one or more licensed waste haulers to assist in the curbside solid waste collection.**

13 **(b) It shall be a violation of this Chapter for any person, other than a Public Service**
14 **Department employee or contractor designated by the City, to collect or pick up or cause to**
15 **be collected or picked up from residential sites of generation any solid waste which has**
16 **been placed in the right-of-way.**

17 **(c) Nothing in this subsection shall be construed to limit the right of residential**
18 **property owners to have solid waste removed outside of the curbside solid waste collection**
19 **schedule or by the use of commercially available dumpsters, as is otherwise authorized by**
20 **City ordinance, state law, and all applicable zoning ordinances.**

21 Section 2. All ordinances, resolutions or rules, parts of ordinances, resolutions or rules
22 inconsistent with the provisions are repealed.

6 Approved as to form:
7
8
9 _____
10 City Attorney
11 Dated: _____

PASSAGE OF ORDINANCE

An ordinance of the city of Lansing, Michigan, to amend the Lansing Codified Ordinances by amending Chapter 1060, Sections 1060.02, 1060.04, 1060.06, 1060.09, 1060.14, and 1060.17 and to add section 1060.18, to reduce waste hauler traffic in the City by establishing the City as the provider of all curbside solid waste collection, and to clarify recyclable items to be collected.

Is read a second time by its title. The Ordinance was reported from the Committee _____ and is on the order of immediate passage.

COUNCIL MEMBER	YEAS	NAYS
Brown	☐	☐
Carter	☐	☐
Garza	☐	☐
Hussain	☐	☐
Jackson	☐	☐
Kost	☐	☐
Pehlivanoglu	☐	☐
Spadafore	☐	☐
	_____	_____
☐ ADOPTED	☐ FAILED	

INTRODUCTION OF ORDINANCE

Council Member Pehlivanoglu introduced:

An ordinance of the City of Lansing, Michigan, to amend Chapter 1060 of the Lansing Codified Ordinances by amending Sections 1060.02, 1060.04, 1060.06, 1060.09, 1060.14, and 1060.17 and to add Section 1060.18, to reduce waste hauler traffic in the City by establishing the City as the provider of all curbside solid waste collection, and to clarify recyclable items to be collected.

The Ordinance is read a first time by its title and referred to the Committee on Public Safety.

Resolution #2025-###

By the Committee on Public Safety
Resolved by the City Council of the City of Lansing

Resolved by the City Council of the City of Lansing that a public hearing be set for _____, 2025 at 7 p.m. in the Tony Benavides Lansing City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, for the purpose of amending Chapter 1060 of the Lansing Codified Ordinances by amending Sections 1060.02, 1060.04, 1060.06, 1060.09, 1060.14, and 1060.17 and to add Section 1060.18, to reduce waste hauler traffic in the City by establishing the City as the provider of all curbside solid waste collection, and to clarify recyclable items to be collected.

**CITY OF LANSING
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a Public Hearing will be held on Monday, , 2025 at 7:00 p.m. in the Tony Benavides Lansing City Council Chambers, 10th Floor Lansing City Hall, 124 W. Michigan Ave., Lansing, MI for the purpose of considering:

An Ordinance of the City of Lansing, Michigan, to amend Chapter 1060 of the Lansing Codified Ordinances to by amending Sections 1060.02, 1060.04, 1060.06, 1060.09, 1060.14, and 1060.17 and to add Section 1060.18, to reduce waste hauler traffic in the City by establishing the City as the provider of all curbside solid waste collection, and to clarify recyclable items to be collected.

Persons with disabilities who need an accommodation to fully participate in these meetings should contact the City Council Office at 517-483-4177 (TDD (517) 483-4479) 24 hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodation requests.

For more information, please call 517-483-4177. If you are interested in this matter, please attend the public hearing or send a representative. Written comments will be accepted between 8 a.m. and 5 p.m. on City business days if received before 5 p.m., on the day of the Public Hearing at the City Clerk's Office, Ninth Floor, City Hall, 124 West Michigan Ave., Lansing, MI 48933 or email city.clerk@lansingmi.gov.

Chris Swope, Lansing City Clerk, MMC/MiPMC
www.lansingmi.gov/Clerk
www.facebook.com/LansingClerkSwope



STATE OF MICHIGAN

GRETCHEN WHITMER
GOVERNOR

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

MARLON I. BROWN, DPA
DIRECTOR

Friday, July 25, 2025

Steve Grobbel, Attorney
c/o TRIO BROTHERS LLC
sgrobbel@cebhlaw.com

RID # RQ-2507-08340 **Reference/Transaction:** Transfer Ownership Escrow 2025 Class C & SDM License from Deluca Brothers Inc; New Sunday Sales Permit (AM); New Sunday Sales Permit (PM) for Class C License – Spirits and Mixed Spirit Drink; New Sunday Sales Permit (PM) for SDM License – Mixed Spirit Drink at 2006 W Willow St, Lansing, MI 48917-1814 in Lansing City in Ingham County

Please let this letter serve as notice the Michigan Liquor Control Commission has referred your application to our Enforcement Division for investigation of your request.

Applicant/Licensee: TRIO BROTHERS LLC

Business address and phone number: 2006 W Willow St, Lansing, MI 48917-1814 in Lansing City in Ingham County

Home address and phone number of partner(s)/subordinates:
Khan Muhammad; 4905 Malpas Lansing MI 48917; Business and Cell: 517-402-0876

As part of the licensing process, an investigation is required by the Michigan Liquor Control Commission Enforcement Division. The Enforcement investigation will be conducted from the following designated District Office:

Lansing District Office (517) 284-6330

You may contact your designated District Office regarding any appointments or questions on documentation requested by the Investigator. **Failure to provide requested information or to keep scheduled appointments will cause the application to be returned to the Lansing office for cancellation.**

Since this request is a transfer under MCL 436.1529(1), approval of the local unit of government is not required. However, a copy of this notice is also being provided to **Local Governmental Unit** should they wish to submit an opinion on the application or advise of any local non-compliance issues.

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. The licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcoholic liquor. Approval of this license by the Michigan Liquor Control Commission does not waive any of these requirements.

MICHIGAN LIQUOR CONTROL COMMISSION
Retail Licensing Division
(866) 813-0011

cc: TRIO BROTHERS LLC kmuhammad499@gmail.com
DELUCA BROTHERS INC. delpizza@ameritech.net
LANSING CITY city.clerk@lansingmi.gov

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Public Comment on City Government Matters Registration

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Topic(s) to be addressed CHAPTER 1060 INTRODUCTION OF ORDINANCE

Name (print) TODD J. GITANGER E-Mail (optional) _____

cp
Address (street, city, zip) _____

Company or organization represented, etc. (if applicable) GITANGER WASTE SERVICES

Signature [Handwritten Signature] Pronouns _____

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Thank you for your involvement and interest in our City,
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Topic(s) to be addressed

Name (print)

E-Mail (optional)

Address (street, city, zip)

Company or organization represented, etc. (if applicable)

Signature

Pronouns

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Topic(s) to be addressed Homeless Population In Lansing

Name (print) Apollo Geisenhaver E-Mail (optional) thesa5fire@gmail.com
cp

Address (street, city, zip) 3503 Parkway Dr Lansing MI 48910

Company or organization represented, etc. (if applicable) _____

Signature [Signature] Pronouns He/Him

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Topic(s) to be addressed homeless population of Lansing

Name (print) TJ (Terra) Debra E-Mail (optional) terrajustice@gmail.com

Address (street, city, zip) preferred homeless

Company or organization represented, etc. (if applicable) α

Signature TJ Debra Pronouns _____

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Topic(s) to be addressed ENCAMPMENT

Name (print) ERIC ALMOROSI E-Mail (optional) _____

Address (street, city, zip) 4615 S. PENNSYLVANIA LANSING

Company or organization represented, etc. (if applicable) _____

Signature _____ Pronouns _____

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Topic(s) to be addressed Life O'Riley Mobile Home Park that closed in 2014

Name (print) Michael Mercer E-Mail (optional) _____

cp

Address (street, city, zip) 4530 Sycamore St. Holt, Mi. 48842

Company or organization represented, etc. (if applicable) Michael Mercer 824 @ G Mail - com

Signature Michael Mercer Pronouns _____

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Topic(s) to be addressed Items 23, 24, 26, 28 & 30

Name (print) Mitch Rice E-Mail (optional) mrice@live.com

Address (street, city, zip) 509 E. Edgewood Blvd. #214 Lansing

Company or organization represented, etc. (if applicable) _____

Signature  Pronouns _____

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Topic(s) to be addressed Law Suit

Name (print) Mat T E-Mail (optional) _____

cp
Address (street, city, zip) _____

Company or organization represented, etc. (if applicable) _____

Signature Mat T Pronouns She/Her

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Public Comment on City Government Matters Registration

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Topic(s) to be addressed Housing

Name (print) Carl Ticking E-Mail (optional) alkieaall@yahoo.com

Address (street, city, zip) 1835 Fletcher St.

Company or organization represented, etc. (if applicable) One Day Industries

Signature Carl Ticking Pronouns _____

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Topic(s) to be addressed Housing Crisis

Name (print) Sarah E-Mail (optional) _____

cp
Address (street, city, zip) Southside Lansing

Company or organization represented, etc. (if applicable) _____

Signature _____ Pronouns _____

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Topic(s) to be addressed Dietrich Park camp

Name (print) AIDAN WOOD E-Mail (optional) aidanwood@gmail.com

Address (street, city, zip) 1229 Bement St. Lansing MI 48912

Company or organization represented, etc. (if applicable) _____

Signature [Signature] Pronouns _____

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Topic(s) to be addressed Honduras

Name (print) Darren E-Mail (optional) _____

cp
Address (street, city, zip) Lansing

Company or organization represented, etc. (if applicable) _____

Signature [Signature] Pronouns _____

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Topic(s) to be addressed Accessibility of Meetings

Name (print) Annesia Dillard E-Mail (optional) annesiaditp@gmail.com

Address (street, city, zip) 545 E Edgwood Blvd Apt 524

Company or Organization represented, etc. (if applicable) _____

Signature [Handwritten Signature] Pronouns she/her

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