

AGENDA

Committee on Development and Planning September 10, 2025 at 3:30 PM



Lansing City Hall, City Council Conference Room
124 W. Michigan Avenue, 10th Floor

To provide input or ask questions on any item that is listed on the agenda, members of the public may contact the City Council at city.council@lansingmi.gov or (517) 483-4177 prior to the meeting. To view the meeting live and participate in virtual public comment: <https://www.lansingmi.gov/1212/Council-Committee-Meetings>

Council Member Garza, Chairperson
Council Member Hussain, Vice Chairperson
Council Member Kost, Member

- 1. Call to Order**
- 2. Roll Call**
- 3. Minutes**
 - A. August 27, 2025
- 4. Public Comment on Agenda Items (Up to 3 Minutes)**
- 5. Discussion/Action:**
 - B. RESOLUTION - Act-3-2025; Utility Easement, 2020 and 2600 E. Mount Hope Ave. for Consumers Energy
 - C. DISCUSSION - Committee Budget Priorities for Fiscal Year 2026/2027
- 6. Other**
- 7. Adjourn**

Persons with disabilities who need an accommodation to fully participate in these meetings should contact the City Council Office at 517-483-4177 (TTY 711) 24 hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodation requests.

DRAFT



MINUTES
Committee on Development & Planning
Wednesday, August 27, 2025 @ 3:30 p.m.
City Council Conference Room

CALL TO ORDER

Council Member Garza called the meeting to order at 3:34 p.m.

PRESENT

Council Member Jeremy Garza, Chair
Council Member Adam Hussain, Vice Chair
Council Member Ryan Kost, Member- excused

OTHERS PRESENT

Sherrie Boak, Council Office Manager
Daniel Duchane, OCA
Andy Fedewa, EDP
Rawley Van Fossen, EDP
Eric Hertzog, Turner North Development
Justin Golden, Evergreen Townhomes
Matt Templeton, Evergreen Townhomes

Minutes

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE AMENDED AUGUST 6, 2025, MINUTES AS PRESENTED. MOTION CARRIED 2-0.

Public Comment

No public comment at this time.

Discussion/Action:

RESOLUTION- Re-appointment; Carol Skillings; At Large Member; Historic District Commission; Term to Expire June 30, 2028

Council Member Hussain asked the Chairperson to invite reappointments in the future.

Mr. Fedewa stated that they confirmed that the application is up to date, and as a staff member for this Commission he spoke in support of her role, with good attendance, and chairs this Commission.

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE RESOLUTION FOR THE REAPPOINTMENT OF CAROL SKILLINGS AS AN AT LARGE MEMBER TO THE HISTORIC DISTRICT COMMISSION WITH A TERM EXPIRING JUNE 30, 2028. MOTION CARRIED 2-0.

RESOLUTION- Set a Public Hearing; Act-2-2025; Sale of City Property, Lot 57, 1400 Block of Turner St.

Mr. Fedewa state the City plans to sell; looked at historical aerials which has been vacant back to the 1970's and Lansing obtained in 1994 for \$75 for DNR. This was taken on for overflow parking but never improved for parking per zoning standards. It does not produce revenue because the City does not sell permits for it. The appraisal in 2023 was \$100,000, and they are proposing to purchase for \$105,000. LEDC submitted and RFP but there was only one applicant and plan to build apartments on the lot and the project does meet the planning goals for the area, and the Planning Commission recommended approval of the sale.

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE RESOLUTION FOR THE SETTING OF A PUBLIC HEARING FOR 9/22/2025 ON THE SALE OF LAND AT 1400 BLOCK OF TURNER STREET; LOT 57. MOTION CARRIED 2-0.

Council Member Garza asked for the applicant to be present on September 8, 2025 for a presentation at Council.

Mr. Heltzer was participating remotely.

RESOLUTION- Set a Public Hearing; Brownfield Plan #89; Turner North Development, 1400 Block of Turner Street

Mr. Klein distributed a presentation to the Committee and the packet was updated and republished on the website. Mr. Heltzer went through the presentation remotely. It was noted not in the presentation that they plan to begin demolition October, 2025 and start construction August 2026.

Council Member Garza asked if there is enough proposed parking, and Mr. Heltzer stated they to think the proposed are enough, also they have on street parking.

Council Member Hussain asked if they plan to own and operate or manage out. Mr. Heltzer stated they will own and use outside management. Council Member Hussain asked about 19 2-3 bedroom apartments, and if there are onsite recreational areas. Mr. Heltzer stated that with proximity to public parks they did not believe they do not need to create a private park.

Mr. Klein stated this is a housing TIF Brownfield, utilizing the new tool for the housing finance cap, difference between the rents and the market rents based on calculations that MSHDA provides. There is the demolition cost, infrastructure improvements. During due diligence there was infrastructure that needs to be re-routed and they are working with their developers. Overall the total capture is \$13.2 million over the term of the plan; 30 years.

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE RESOLUTION FOR THE SETTING OF A PUBLIC HEARING FOR 9/22/2025 FOR THE BROWNFIELD PLAN #89 FOR LOT 57 FOR THE 1400 BLOCK OF TURNER STREET. MOTION CARRIED 2-0.

RESOLUTION – Introduction/Set Public Hearing; PILOT Evergreen Homes; 900 Long Blvd. for Workforce Housing

Mr. Van Fossen spoke historically about the workforce PILOT program, which follows the traditional PILOT with slight differences, regardless of the percentage they all have to get Council approval, and this type is a higher range of the area median income. For this project, formally

DRAFT

Autumn Ridge, this is the City's largest rental complex, and also offers highest need of the larger unit options. The administration sees the investment made already, and when purchased there were pink and red tag items, and all red tags but two have been lifted. This would be a 15 year 8% PILOT starting in tax year 2026. PILOT's are calculated on total rents collected, and so they are not the same amount year to year.

Council Member Garza asked if Long is a public or private, and Mr. Van Fossen stated it is public and was asked when it would be repaired. Mr. Golden stated the office buildings across from the property appear to be vacant.

Mr. Golden and Mr. Templeton went through the presentation that was included in the packet. It was acquired in May 2024, the previous ownership filed a lawsuit against the City. There are 618 units and within the year they have removed all but 2 red tags, and they are working on the townhome property. In addition they have done new asphalt and repairs and upgrade to amenities. They have cut 30% emergency services to the property, by maintain higher quality. The 8% is designed to make the turn around, and will allow them to invest further. Also included in the presentation were photos from when they purchased and have they have corrected 78 roofs, brought neglected garages back to usable. When it was taken by these owners, no one would insure the property, since all the improvements to remove life safety risks.

Council Member Garza asked about the YMCA relationship, and Mr. Golden stated they have met with YMCA and they are supportive. They have rolled out a program, with residents good standing they will subsidize a portion of the membership. Council Member Garza asked how much they have invested thus far, and was told \$8 million. Right now the property is 55% occupied, and when they took it over there were a number of residents that were not paying and as the pink tags are getting removed they are renting them. The one bed average is \$800, 2 - \$1,000 and 3- \$1,200.

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE RESOLUTION TO APPROVE THE RESOLUTION TO SET THE PUBLIC HEARING FOR THE PILOT EVERGREEN HOMES, 900 LONG BLVD FOR 9/22/2025. MOTION CARRIED 2-0.

OTHER

No other topics.

ADJOURN

Adjourned at 4:35 p.m.

Submitted by, Sherrie Boak, Recording Secretary,
Lansing City Council

Approved by the Committee on

Act-3-2025, 2020 and 2600 E Mt. Hope Ave., Utility Easement - 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: Consumers Energy

PROPOSAL: Permanent easement for natural gas distribution line infrastructure

PARCEL(S): 2020 E Mt. Hope Ave. PID # 33-01-01-26-101-003
2600 E Mt. Hope Ave. PID # 33-01-01-26-276-111

CURRENT OWNER(S): City of Lansing

EXISTING LAND USE: Use: Fenner Nature Center (2020), Evergreen Cemetery (2600)

& ZONING: Zoning: R-1 Residential

PROPERTY SIZE AND SHAPE: Easement 15’ running length of north property line(s).

SURROUNDING ZONING & LAND USE: North: MX-1, R-1; neighborhood commercial, residential
South: R-1, MFR; single- and multi-family residential
West: R-1; cemetery
East: R-1; golf course

ANALYSIS

BACKGROUND:

Consumers Energy proposes to create a 15-foot wide utility easement along the north property lines of Fenner Nature Center and Evergreen Cemetery, 33 feet from the right-of-way, for the purpose of installing underground natural gas distribution lines that will serve customers within the City.

Existing infrastructure within the area will be replaced and is scheduled for June 1, 2026 to October 1, 2026. All work will be done by directional boring to minimize site disturbances. Neither property will be closed during any construction. Consumers estimates a 100-year lifespan on the new line. Requirements for site maintenance and restoration are covered in the draft easement agreement. Construction is not expected to impact any residential neighbors and no streets are expected to be closed. Any closures or disruptions to the sidewalk or street network would be properly approved and coordinated by the Public Service Department.

LOCATION:

Fenner Nature Center and Evergreen Cemetery are in the south-central area of the City, along the eastern city limits. The easement area covers a 15-foot wide path, 33 feet from the E Mt. Hope

Ave. right of way and extending along the entirety of both north property lines. The proposed easement area does not have any structures or infrastructure and is existing greenspace.

CHARACTER:

All infrastructure will be underground under unimproved greenspace. The area will continue to be greenspace in perpetuity. Part of the easement agreement is that no development takes place, but according to the Parks and Recreation Department, no development has been planned for the subject area.

EXTENT:

The extent of the infrastructure will be underground, within the 15 feet space along the north border of the property, approximately 38,100 square feet (Fenner) and 19,760 square feet (Evergreen). The terms of the easement prohibit any future improvements within the area of the easement

Any trees that are removed during construction should have replacement trees planted on-site, or as street trees within nearby neighborhoods, as approved by Parks and Recreation, Public Service, and the applicant.

AGENCY REFERRALS

Lansing Board of Water and Light (BWL)

- No comment received.

Public Service Department: (Nicole McPherson, City Engineer)

- Transportation: no comment received.
- No objection from Public Service.

Lansing Fire Department:

- No comment received.

Lansing Parks and Recreation Department:

(Brett Kaschinske, Director)

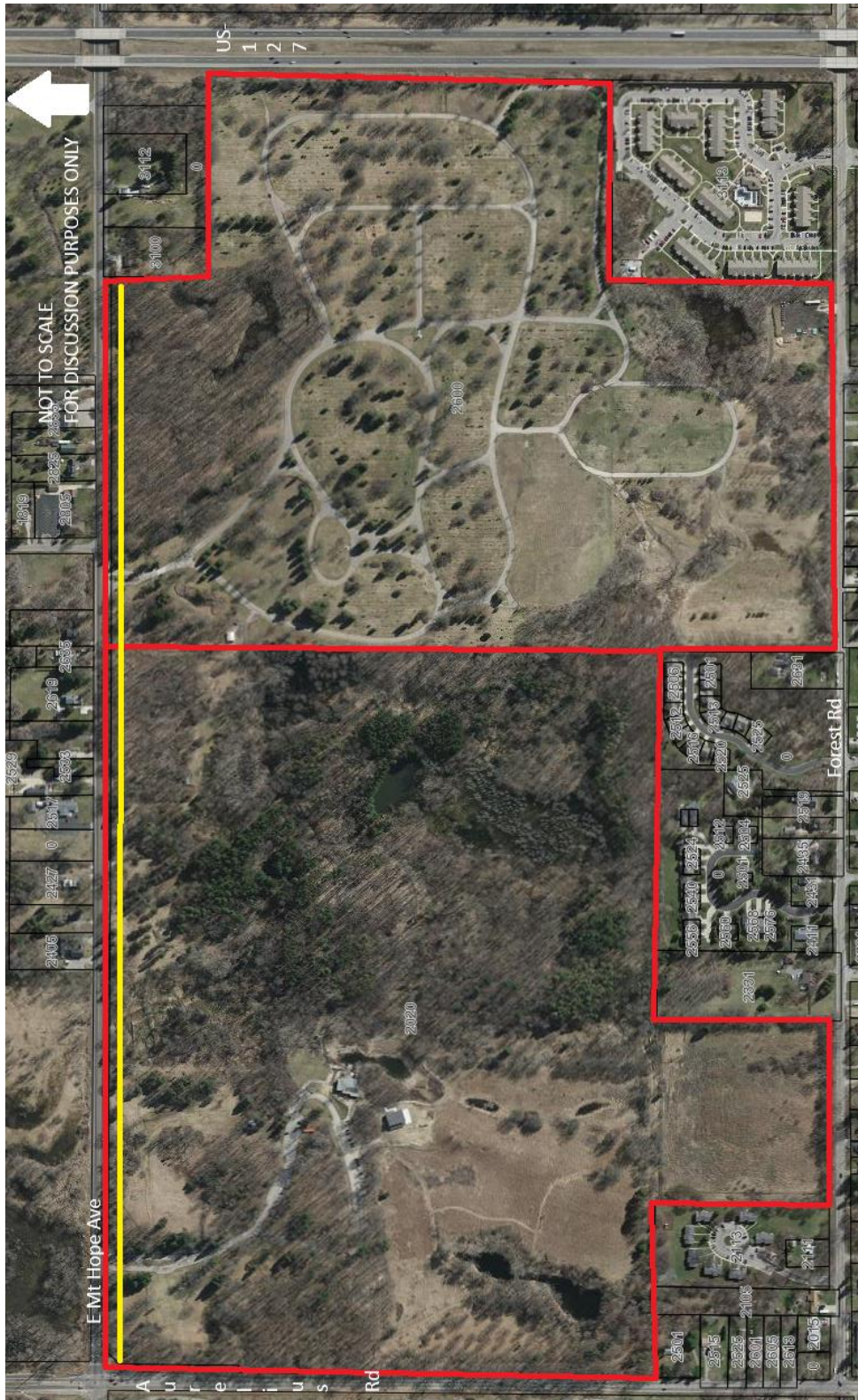
- Consumers has worked with us on this and we have no issues. We have met in regards to the trees and see very little impact.

STAFF RECOMMENDATION

Staff recommends approval of Act-3-2025 as proposed.

**Respectfully submitted,
Andy Fedewa, Planner**

AERIAL



EASEMENT FOR GAS FACILITIES

Line 1026 Mt. Hope DAPP 22996

SAP# 44335303

Agreement# MI00000086661

CITY OF LANSING PARKS & RECREATION DEPARTMENT, a Michigan municipal department, whose address is 124 West Michigan Avenue, 8th Floor, Lansing, Michigan 48933 (hereinafter "Owner") for \$1.00 and other good and valuable consideration [exempt from real estate transfer tax pursuant to MCL 207.505(f) and from State real estate transfer tax pursuant to MCL 207.526(f)] grants and warrants to CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201 (hereinafter "Consumers") a permanent easement to enter Owner's land (hereinafter "Owner's Land") located in the City of Lansing, County of Ingham, and State of Michigan as more particularly described in the attached Exhibit A to construct, operate, maintain (including cathodic protection systems), inspect (including aerial patrol), survey, replace, reconstruct, improve, remove, relocate, change the size of, enlarge, protect, and abandon in place a pipeline or pipelines in, on, under, over, across, and through a portion of Owner's Land (hereinafter "Easement Area") as more fully described in the attached Exhibit B, together with any associated valves, fittings, location markers and signs, communication systems, utility lines, protective apparatus and all other equipment, appurtenances, and facilities, whether above or below grade, necessary, useful or incidental to or for the operation or protection thereof, and to conduct such other activities as may be necessary or convenient in connection therewith as determined by Consumers for the purpose of transmitting and distributing natural gas.

Acceptance of the Property: Consumers has examined the Easement Area prior to the execution of this agreement and accepts same in the condition as it exists at the execution of this agreement and waives any and all claims Consumers may at any time have against Owner related to the condition of the Easement Area, except where provided in the Section titled Environment below or required by law. Owners shall have no obligation to make any repairs to the Easement Area.

Additional Work Space: Owner further grants to Consumers, during initial construction and installation only a temporary easement to use additional work space (hereinafter "Temporary Work Area" or "TWA"), and during any such use, Consumers' rights with respect to the TWA shall be exclusive even as to the Owner, and Owner shall not use or allow others to use the TWA during said initial construction and installation.

Access: Consumers shall have the right to unimpaired access to said pipeline, and the right of ingress and egress on, over, and through Owner's Land for any and all purposes necessary, convenient, or incidental to the exercise by Consumers of the rights granted hereunder.

Blocking Access: Except in case of emergency, Consumers shall use its best efforts not to block ingress and egress to Owner's Land during construction and other activities on Owner's Land.

Trees and Other Vegetation: Owner shall not plant any trees within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation within the Easement Area.

Buildings/Structures: Owner agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, engineering works, installation or any other type of structure over, under, or on said Easement Area, whether temporary or permanent, natural or man-made, without a prior written agreement executed by Consumers' Real Estate Department expressly allowing the aforementioned.

Ground Elevation: Owner shall not materially alter the ground elevation within the Easement Area without a prior written agreement executed by Consumers Real Estate Department allowing said alteration.

Restoration: Consumers shall restore as reasonably as practicable all that portion of Owner's Land damaged by Consumers during the original installation, maintenance, repair, replacement, or removal of Consumers' facilities on Owner's Land pursuant to this easement to a condition existing immediately prior to the damage to Owner's Land; provided however, the provisions of this paragraph shall not apply to anything located within the Easement Area in violation of any other provisions contained in this easement.

Exercise of Easement: The nonuse of the Easement Area for any period of two (2) or more years shall be deemed a termination of this agreement and Consumers, at its sole cost and expense, shall perform work necessary to stabilize the abandoned facilities, including, but not limited to purging the pipes with nitrogen or as is standard in the industry and subsequently restore the surface of such Easement Area, subject to normal wear and tear.

Environmental: Without limiting any other provision of this agreement, Consumers shall comply in all material respects with all applicable constitutional provisions, laws, ordinances, orders, requirements, rules, and regulations made by any governmental entity, body, or authority relating to its property and operations under this agreement. If Consumers' use of the Easement Area results in the presence on, in, or under the Easement Area (which includes but is not limited to the groundwater underlying the Easement Area) of contaminants, hazardous waste, hazardous substances, pollutants, or toxic substances, as currently or hereafter defined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 USCA 9601 *et seq*; the Resource Conservation and Recovery Act (RCRA), 42 USCA 6901 *et seq*; the Toxic Substances Control Act (TSCA), 15 USCA 2601 *et seq*; the Michigan Natural Resources and Environmental Protection Act, MCL 324.101 *et seq*; or any other similar existing or future statutes, Consumers will to the extent caused by Consumers, its employees, agents, contractors, and/or subcontractors or anyone authorized by or on behalf of Consumers at no cost to Owner, immediately notify Owner and promptly take:

- 1) all actions that are required by any federal, state, or local governmental agency or political subdivision, and
- 2) all actions that are necessary to restore the Easement Area to the condition existing prior to the release or introduction of such contaminants, hazardous waste, hazardous substances, pollutants, or toxic substances, notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies. The actions required by Consumers pursuant to this paragraph include, but are not limited to:
 - a) the investigation of the environmental condition of the Easement Area;
 - b) the preparation of any feasibility studies, reports, or remedial plans required by law or governmental policy, and
 - c) the performance of cleanup, remediation, containment, operation, maintenance, monitoring, or restoration work, whether on or off the Easement Area. Consumers will proceed continuously and diligently with such investigatory and remedial actions.

The parties will provide to each other copies of all test results and reports generated in connection with the above activities and copies of all reports submitted to any governmental entity free of cost. No cleanup, remediation, restoration, or other work required to be performed pursuant to this paragraph will require or result in the imposition of any limitation or restriction on the use of the Easement Area without prior notification and approval, which shall not be unreasonably withheld, to the other. The provisions of this paragraph will survive the term or any termination of this agreement.

Ownership: Owner covenants with Consumers that they are the lawful fee simple owner of the aforesaid lands, and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

Successors: This easement shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.

Counterparts: This easement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

Indemnification: Consumers shall at all times assume all liability for and protect, indemnify and save Owner, its successors and assigns, harmless from and against all actions, judgments, losses, orders, decrees, costs, and expenses brought or recovered against or incurred by Owner by reason of any death, bodily injury, personal injury, and loss or damage to Owner's Land as a result of Consumers' exercise of the rights granted hereunder or Consumers' presence on Owner's Land pursuant to this agreement. To the fullest extent allowable by law, Consumers shall at all times assume all liability for and protect, indemnify and save Owner, its successors and assigns, harmless from and against all actions, judgments, losses, orders, decrees, costs, and expenses brought or recovered against or incurred by Owner by reason of any death, bodily injury, personal injury, and loss or damage to Owner's Land in the Easement Area, to the fullest extent provided by law, as a result of Consumers' exercise of the rights granted hereunder or Consumers' presence on Owner's Land pursuant to this agreement. With respect to 3rd party claims, nothing herein shall be construed as a status, such as governmental tort liability. Consumers shall not permit any liens on the Owner's Land for any labor or material furnished to Consumers in connection with its use of the Easement Area.

Choice of Law: This License shall be governed by the laws of the State of Michigan, including as to interpretation, enforceability, validity, and construction. Venue shall be deemed proper in Ingham County, Michigan.

Disclaimer of Warranties: Owner has not and does not make any express, implied, or statutory representations or warranties of any kind to Consumers concerning the Owner's Land or Easement Area; the status of Owner's title with respect to the Owner's Land, the condition or usability of the Easement Area; or the parties' use of the Easement Area being in compliance with any statute, ordinance, or regulation, including, but not limited to those relating to the environment. The provisions of this section shall survive any termination of this agreement.

Damage: Owner shall have no liability for any loss or damage caused to Consumers' Facilities that may be occasioned by or through the acts or omissions of others.

Notice: Any notices required or permitted to be given under the terms of this agreement shall be in writing and mailed by registered or certified U.S. mail, return receipt requested, postage prepaid, and in any case duly and properly addressed to the party indicated below or such other address or recipient as the party to whom such notice is to be given may specify from time to time by notice to the other party in accordance with this paragraph:

To Consumers: Consumers Energy Company
Business Services - Real Estate One Energy
Plaza
Jackson, Michigan 49201

To Owner: City of Lansing
124 W. Michigan Ave. Lansing, Michigan
48933

With copy to:
Office of the City Attorney
124 W. Michigan Avenue, 5th Floor Lansing, MI 48933

Each such notice shall be deemed to have been given and effective when mailed, as evidenced by the receipt of said mailing.

Date: _____

Owner: CITY OF LANSING PARKS & RECREATION DEPARTMENT, a Michigan municipal department

Signature

By: Andy Schor_____

Its: Mayor_____

Acknowledgment

The foregoing instrument was acknowledged before me in _____ County, _____,

on _____ by Andy Schor, Mayor of the City of Lansing Parks & Recreation Department, a Michigan municipal department, on behalf of the department.

Notary Public

Print Name

County, _____

Acting in _____ County

My Commission expires: _____

Prepared By: Tabitha Metcalf, 7/17/2025
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201
Project Manager: Stacy L. Gilbertson

After recording, return to:
Carrie Main, EP7-464
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

EXHIBIT A

Owner's Land

Land situated in the City of Lansing, County of Ingham, State of Michigan:

The Northwest 1/4 of Section 26, Town 4 North, Range 2 West, except the Southwest 1/4 of the Southwest 1/4, also except the South 1/2 of the Southeast 1/4, also except lands in the Northwest 1/4 of the Northwest 1/4 used for Aurelius Road widening.

Also known as: 2020 East Mt. Hope Avenue, Lansing, Michigan 48910

Parcel ID: 33-01-01-26-101-003

AND

The Northeast 1/4 of Section 26, Town 4 North, Range 2 West, described as: Commencing at the North 1/4 corner; thence South 2640.00 feet to the centerline of Forest Road; thence East 1320.00 feet; thence North 825.00 feet; thence East 720.32 feet to the West right of way line 1446.00 feet; thence West 723.50 feet; thence North 369.50 feet; thence West 1320.00 feet to the Beginning.

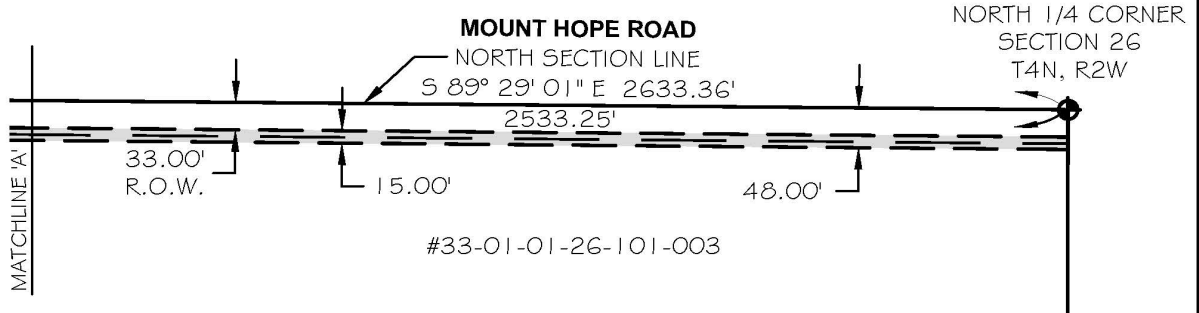
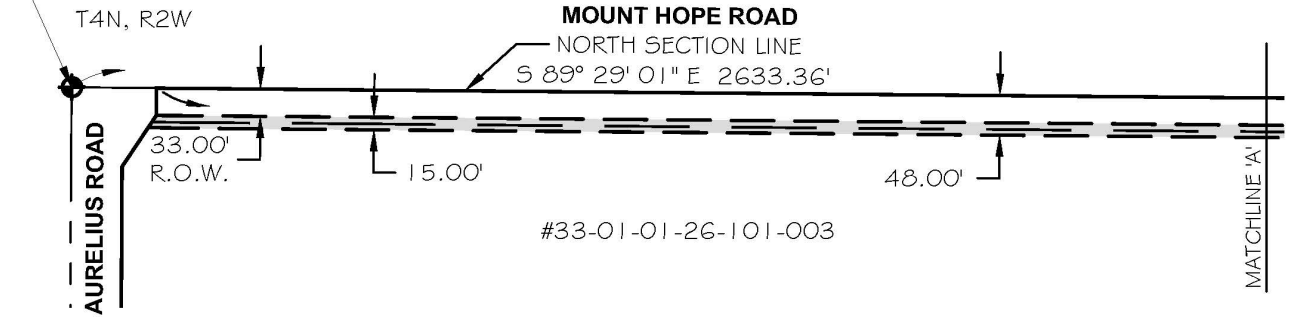
Also known as: 2600 East Mt. Hope Avenue, Lansing, Michigan 48910

Parcel ID: 33-01-01-26-276-111

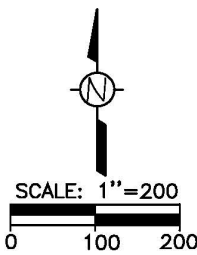
EXHIBIT B

Gas Pipeline No. 1026F Mt Hope - DAPP 22996

NORTHWEST CORNER
SECTION 26
T4N, R2W



- Legend**
- Approximate Property Line
 - UG Gas Pipeline - Proposed
 - Proposed Gas Facilities Easement (0.87 acre)



Basis of Bearing
Michigan State Plane Coordinate System
South Zone (NAD83 2011)



Matthew Schuelke

Consumers Energy

SSI
surveying solutions, inc.
SURVEYING • ENGINEERING • CONSTRUCTION SERVICES

Gas Pipeline No. 1026F
Mt Hope - DAPP 22996
NW 1/4 Section 26
T4N, R2W, City of Lansing
Ingham Co., Michigan

Drawing No. SA-26394PARCEL33-01-01-26-101-003

Filename: SA26394PARCEL33-01-01-26-101-003.dwg
Field Crew: n/a
Field Book No. 24299
Drawn By: M. Schuelke
Date: 8/13/2025
Scale: 1" = 200'
Sheet 1

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EXHIBIT B

Gas Pipeline No. 1026F Mt Hope - DAPP 22996

Legal Description: Proposed Gas Facilities Easement

The South 15.00 feet of the North 48.00 feet of the following described parcel:

The Northwest 1/4 of Section 26, Township 4 North, Range 2 West, City of Lansing, Ingham County, Michigan.
Except the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4, Also except lands in the Northwest 1/4 of the Northwest 1/4 used for Aurelius Road widening.

Description for Parcel 33-01-01-26-101-003 is based upon Ingham County Tax Records and GIS.



Matthew Schuelke

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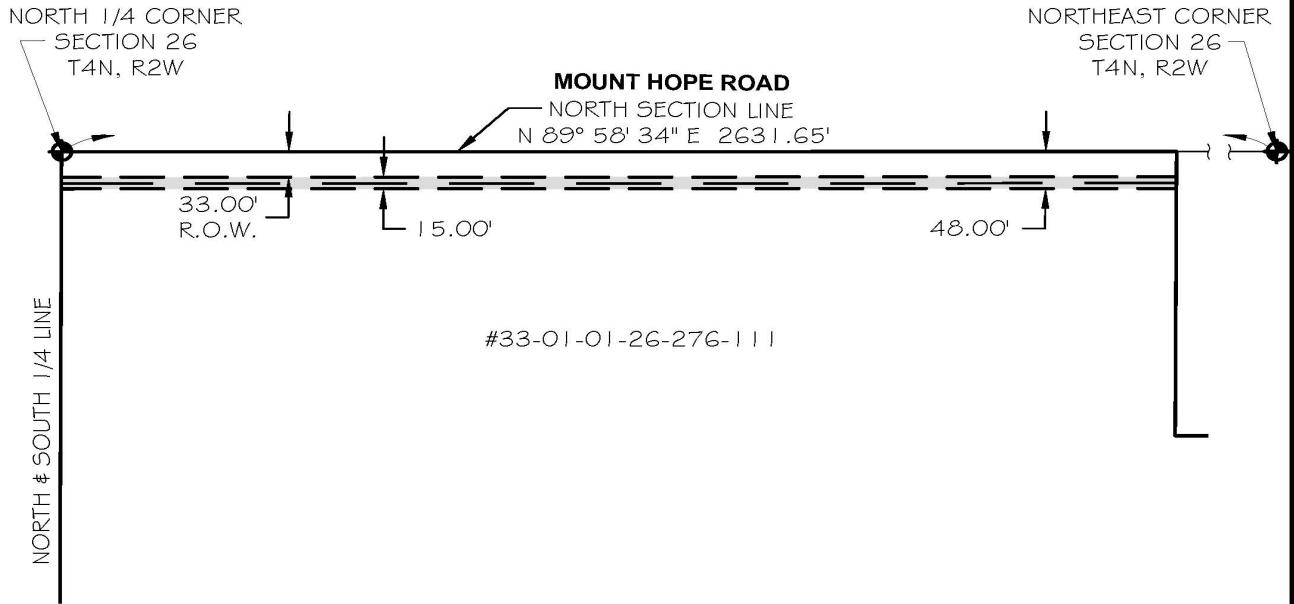
Gas Pipeline No. 1026F
Mt Hope - DAPP 22996
NW 1/4 Section 26
T4N, R2W, City of Lansing
Ingham Co., Michigan

Drawing No. 5A-26394PARCEL33-01-01-26-101-003

Filename: 5A26394PARCEL33-01-01-26-101-003.dwg
Field Crew: n/a
Field Book No. 24299
Drawn By: M. Schuelke
Date: 8/13/2025
Scale: n/a
Sheet 2

EXHIBIT B

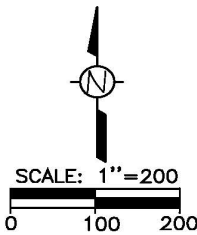
Gas Pipeline No. 1026F Mt Hope - DAPP 22996



#33-01-01-26-276-111

Legend

- Approximate Property Line
- UG Gas Pipeline - Proposed
- Proposed Gas Facilities Easement (0.45 acre)



Basis of Bearing

Michigan State Plane Coordinate System
South Zone (NAD83 2011)



Matthew Schuelke

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Consumers Energy

SSI
surveying solutions, inc.
SURVEYING • ENGINEERING • CONSTRUCTION SERVICES

Gas Pipeline No. 1026F
Mt Hope - DAPP 22996
NE 1/4 Section 26
T4N, R2W, City of Lansing
Ingham Co., Michigan

Drawing No. 5A-26394PARCEL33-01-01-26-276-111

Filename: 5A26394PARCEL33-01-01-26-276-111.dwg
Field Crew: n/a
Field Book No. 24299
Drawn By: M. Schuelke
Date: 8/13/2025
Scale: 1" = 200'
Sheet 1

EXHIBIT B

Gas Pipeline No. 1026F Mt Hope - DAPP 22996

Legal Description: Proposed Gas Facilities Easement

The South 15.00 feet of the North 48.00 feet of the following described parcel:

A parcel of land in the Northeast 1/4 of Section 26, Township 4 North, Range 2 West, City of Lansing, Ingham County, Michigan described as: Beginning at the North 1/4 corner of said Section 26; thence South 2640 feet to the centerline of Forest Road; East 1320 feet; North 825 feet; East 720.32 feet to the West Right of Way line of I-496; North on West Right of Way line of I-496, 1446 feet; West 723.5 feet; North 369.5 feet; West 1320 feet to the Point of Beginning.

Description for Parcel 33-01-01-26-276-111 is based upon Ingham County Tax Records and GIS.



Matthew Schuelke

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Gas Pipeline No. 1026F
Mt Hope - DAPP 22996
NE 1/4 Section 26
T4N, R2W, City of Lansing
Ingham Co., Michigan

Drawing No. SA-26394PARCEL33-01-01-26-276-111

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Field Crew: n/a
Field Book No. 24299
Drawn By: M. Schuelke
Date: 8/13/2025
Scale: n/a
Sheet 2



ACT 33 REVIEW APPLICATION

CITY OF LANSING
PLANNING OFFICE

Reset Form

Print Form

FILE NUMBER: ACT-_____

DATE SUBMITTED:_____

Applicant: _____

Address (including zip code): _____

Phone number: _____

Fax number: _____ Email: _____

Interest in Property:

Owner Represent owner Option to buy

Other: _____

If applicant of not the owner, or if there is more than one owner, provide the following information (attach additional sheets if necessary):

Name of owner(s): _____

Address (including zip code): _____

Phone number(s): _____

Fax number: _____ Email: _____

SUBJECT PROPERTY GENERAL INFORMATION:

Address (if any): _____

Location description: _____

Permanent parcel #: _____

Legal description (see note below):

Applicant's proposal:

REQUESTED ACTION: (please check one)

_____ City Acquisition of Property

_____ Street or Alley Closure

_____ City Sale of Property

_____ Vacation of R.O.W

_____ Significant Change of Use of City Property

_____ Other: _____

What positive impacts (if any) will occur as a result of approving this proposal?

What negative impacts (if any) will occur if this proposal is not approved?

What negative impacts (if any) will occur as a result of approving and implementing your proposal?

Please fill out this application **COMPLETELY** and make sure that the following items are included:

Maps describing proposal. Maps should be readable and drawn to a specific scale.

Any other materials, brochures, pictures, etc. which will further explain the proposal.

NOTE:

If the action applied for will result in transfer of legal title from the City to the applicant or another or if the City otherwise requires, the applicant agrees to provide at the applicant's expense:

- A certified legal description
- Title insurance
- An appraisal
- An environmental report for the property

or to pay for same at closing, whichever the City determines.

FEES:

Consolidated Rate: \$650.00

Signature of applicant:

_____/_____
Date

Signature of owner(s):

_____/_____
Date

_____/_____
Date

_____/_____
Date

SUBMIT THE FULLY COMPLETED APPLICATION TO THE ADDRESS BELOW.

For assistance, please contact:

PLANNING OFFICE
316 N. CAPITOL AVE., SUITE D-1
LANSING, MI 48933
(517) 483-4066
FAX: (517) 483-6036

BY THE COMMITTEE ON DEVELOPMENT & PLANNING
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

Act-3-2025, 2020 and 2600 East Mount Hope Avenue, Utility Easement

WHEREAS, Consumers Energy has requested a fifteen (15) feet-wide utility easement, beginning 33 feet from the north property line of 2020 East Mount Hope Avenue, Parcel Identification Number 33-01-01-26-101-003, for the installment of natural gas distribution lines; and

WHEREAS, Consumers Energy has requested a fifteen (15) feet-wide utility easement beginning 33 feet from the north property lines of 2600 East Mount Hope Avenue, Parcel Identification Number 33-01-01-26-276-111, for the installment of natural gas distribution lines; and

WHEREAS, Consumers Energy will replace and install a natural gas main within the easement area; and

WHEREAS, the City of Lansing shall not plant any trees or install any improvements within the easement area; and

WHEREAS, Consumers Energy shall restore any area of the easement damaged during their original installation, maintenance, repair, replacement, or removal of Consumers' facilities, to its previous condition as reasonably practical; and

WHEREAS, on September 2, 2025, the Planning Commission reviewed the location, character, and extent of the proposal for the subject easement in accordance with its Act 33 review procedures and voted unanimously (6-0) to recommend approval of Act-3-2025, 2020 and 2600 East Mount Hope Avenue, Utility Easement, as proposed; 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 the request to create a utility easement extending fifteen (15) feet-wide along the north property lines of 2020 East Mount Hope Avenue, legally described as:

The South 15.00 feet of the North 48.00 feet of the following described parcel:

NW 1/4 SEC 26 EXC SW 1/4 OF SW 1/4, ALSO EXC S 1/2 OF SE 1/4, ALSO
EXC LANDS IN NW 1/4 OF NW 1/4 USED FOR AURELIUS RD WIDENING;
SEC 26 T4N R2W

And

The South 15.00 feet of the North 48.00 feet of the following described parcel:

COM N 1/4 COR SEC 26, TH S 2640 FT TO CL FOREST RD, E 1320 FT, N
825 FT, E 720.32 FT TO W R/W LINE I-496, N ON R/W LINE 1446 FT, W
723.5 FT, N 369.5 FT, W 1320 FT TO BEG; SEC 26 T4N R2W EVERGREEN
CEMETERY

for the amount of One Dollar (\$1.00) and other valuable consideration.

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

Development and Planning. Reviews economic development matters, E.D.C. projects and the five-year plan covering development goals, policies, services and overall direction; reviews all matters having to do with land use, including zoning, plats and historical designations; reviews proposed modifications to the Master Plan; reviews acquisition and disposition of public property; and reviews changes to the CDBG programming. (COUNCIL RULE 16 – STANDING COMMITTEES)

AS ADOPTED IN RES. 2024-213 FOR THE 2025/2026 CURRENT BUDGET

BE IT FURTHER RESOLVED, the **Committee on Development and Planning** has established the following priorities:

1. \$80,000: (1) FTE LEDC; RE: Focus on Small Business, Minority Businesses; Female Owned Businesses
2. \$250,000: Increase funding for the Façade Improvement Grant Program
3. Analysis of Facade Improvement Grant Program to include Return on Equity Report on Previous Façade Grants provided to small businesses including a statistical breakdown of what wards have been impacted by the program.
 - a. It's requested that this report be submitted to City Council no later than March 1, 2026.
4. \$40,000: Initiate an RFP for Engagement of Stakeholders and Completion of Community Facilities Plan, including school and county buildings, complete with inventory of assets and goals/objectives for facilities, that will serve as the basis for community facility decisions into the future.
5. \$80,000: (1) FTE compliance employee to ensure all development agreements are being followed including but not limited to: income tax collection, TIFAs, PILOTS, and Brownfields.