



AGENDA
Committee of the Whole
Monday, November 27, 2017 – 5:30 p.m.
City Council Chambers, City Hall 10th Floor

Council Member Spitzley, Chairperson
Council Member Wood, Vice Chair

1. **Call to Order**
2. **Roll Call**
3. **Minutes**
 - November 13, 2017
4. **Public Comment on Agenda Items (Up to 3 Minutes)**
5. **Discussion/Action:**
 - A.) General Fund Status Report for 1st Quarter FY2018
 - B.) RESOLUTION- Appointment of Brockton Feltman; 1st Ward Member of Medical Marihuana Commission; 3 Year Term
 - C.) RESOLUTION – Appointment of Anita Turner; 3rd Ward Member of Medical Marihuana Commission; 1 Year Term
 - D.) RESOLUTION – Appointment of John Addis; 4th Ward Member of Medical Marihuana Commission; 3 Year Term
 - E.) RESOLUTION – Appointment of Tracy Winston; At-Large Member of Medical Marihuana Commission; 2 Year Term
 - F.) Property Redevelopment Agreement; City of Lansing and Beitler Real Estate Services, LLC RE: David C Hollister Lansing City Hall located at 124 W. Michigan Avenue and construction of new City Hall on a proposed site
6. **Other- City Council Facebook Page Policy**
7. **Adjourn**

The City of Lansing's Mission is to ensure quality of life by:

- I. Promoting a vibrant, safe, healthy and inclusive community that provides opportunity for personal and economic growth for residents, businesses and visitors
- II. Securing short and long term financial stability through prudent management of city resources.
- III. Providing reliable, efficient and quality services that are responsive to the needs of residents and businesses.
- IV. Adopting sustainable practices that protect and enhance our cultural, natural and historical resources.
- V. Facilitating regional collaboration and connecting communities

PUBLIC COMMENT AND SIGN IN SHEET

COMMITTEE OF THE WHOLE

DATE Nov 27, 2017

Please print

[illegible]



MINUTES
Committee of the Whole
Monday, November 13, 2017 @ 5:30 p.m.
City Council Chambers

CALL TO ORDER

Council President Spitzley called the meeting to order at 5:32 p.m.

PRESENT

Councilmember Brown Clarke
Councilmember Kathie Dunbar
Councilmember Tina Houghton
Councilmember Adam Hussain
Councilmember Patricia Spitzley
Councilmember Jody Washington- excused
Councilmember Carol Wood
Councilmember Jessica Yorko-arrived at 5:50 p.m.

OTHERS PRESENT

Sherrie Boak, Council Staff
Jim Smiertka, City Attorney
Chris Swope, City Clerk
Brian Jackson, Deputy City Clerk
Heather Sumner, Assistant City Attorney
Debbie Parrish
Elaine Womboldt
Jarren Osmar
Gillian Dawson
Steve Monti
Samantha Wilber
Ms. Walkowski
Steve Monti

Minutes

MOTION BY COUNCIL MEMBER BROWN WOOD TO APPROVE THE MINUTES FROM OCTOBER 30, 2017 AS PRESENTED. MOTION CARRIED 5-0.

Presentation

Update on Chapter 1300 Medical Marihuana Establishments (City Attorney and City Clerk)

Council President Spitzley asked Mr. Smiertka to provide any updates on any challenges on the recent petition determination. Mr. Smiertka confirmed there was a challenge to the decision of the City Clerk under the City Charter, which questioned if his determine that the petition that was filed to put the 2017 Ordinance on the ballot was insufficient. The petitioners were given 10 additional days, and they did submitted signatures and filed challenges on the rulings on those signatures. The Clerk, after the 10 days determined that the petition was insufficient. Subsequent to that being made, the petitioners filed a law suit against the City Clerk, mandamus, where a public official can be sued if someone believes there are discretions in their decisions. Mr. Smiertka pointed out that as of the time of this meeting; the City Clerk has not been served, so the action is not joined in circuit court. Therefore, this has no effect and so the City is still on the 2017 Medical Marihuana Ordinance.

Council Member Wood asked since the City has not been served, is there the potential to ask the courts for an injunction to stop the City from using the current ordinance or is that mute because they have already started the process. Mr. Smiertka stated an injunction was not requested, the action is a mandamus. The Court does have defenses to the mandamus and the court could offer options. But since nothing has joined in court, the Clerk is still acting under the Charter.

Mr. Smiertka moved onto the topic of updates from LARA, who has only issued non-bridging advisory opinions. Binding now is Section 205 of the MMFLA Act. They have provided four opinions, one on the capitalization which will be \$150,000 – \$500,000 depending on the type of license. Of that, 25% must be in liquid assets, which includes inventory. The City ordinance only requires \$100,000 of net worth. The second advisory is temporary operation; that being the municipality must authorize temporary operation, and the City Clerk must attest to that. Currently under the City Ordinance there are provisions for conditional licenses, so the Clerk could establish a process. With a conditional license, the City must opt in, but the City is still waiting to see what those rules will be. A third advisory option was on the ability for staking licenses, where applicants can apply for multiple licenses. The City does not address staking of licenses in their current ordinance. Lastly, the four opinions was regarding co-locations; the State will let a grower, processor and provision center in the same location as long as they are separated, however the local ordinance can limit them, and the City ordinance does address that.

Mr. Swope informed the Committee that the 2017 Ordinance is in effect, and unless and until the court directs otherwise, it will remain in effect. On this date, the Clerk announced the 30 day window, beginning at 8 am on November 16, 2017 and will continue through 5 pm on December 15, 2017. The applications have been available on the website along with the scoring criteria. The Clerk's office is still working in the process and finding a business expert, and also working with purchasing on a selection process to obtain the expert. There is a two-step process the applicants go through; the 1st step is zoning, distance, back ground checks, and other items. An application that comes in will go through that process first. Lastly, Mr. Swope stated they have a process where if anyone wants to receive updates on the process they can contact his office at 483-4131 or email the clerk to get added to the list for updates.

Council Member Hussain asked about the process on the Commission. Mr. Swope stated that the mayoral appointments are on the Council agenda for referral later in the evening.

Council Member Wood asked how many pre-applications have been submitted for the growers, processing, testing and transportation. Mr. Swope confirmed zero.

Council Member Wood asked for further clarification on the "stacking" item with LARA, and if here could be multiple growing licenses issued to one person. Mr. Smiertka stated there could

be a greater number at one location. Council Member Wood then asked if they have to be separated in any way. Ms. Sumner stated they specifically could put all in one location, but still subject to zoning, and nuisance. Mr. Smiertka added that with co-location provisions per LARA, they have to be separated.

Council Member Wood asked if the Commission is only in effect to look at appeals in a denial of a license, and Mr. Swope agreed.

Council Member Brown Clarke asked in the case of “stacking”, when those applicants go through the licensing process for their multiple licenses, do they have to provide assets of \$150,000-\$500,000 for each, or can they use the same financial information. Mr. Swope acknowledged he would have to review the ordinance, but his first reaction would be they would have to provide it for each application, not allowed to use just \$150,000-\$500,000 for all of them.

Council Member Dunbar asked what the time frame window is for a grower to apply, and Mr. Swope informed the Committee it has no limit.

Council Member Dunbar asked if “stacking” is allowed in the City. Ms. Sumner confirmed that the 2017 Ordinance does not permit a grower to dispense, but grow and processor, and a provisioning center and processor would be permitted. Council Member Dunbar then asked if the zoning is reviewed under per address or per parcel. Mr. Smiertka noted that the ordinance determines location and does not use the term “addresses”, the Clerk will have to make an administrative decisions in the process.

Public Comment on Agenda Items

Ms. Parrish spoke against the definition of “playground” in the 2017 Medical Marihuana Ordinance, and then asked for Council to consider Committee of the Whole meetings weekly when they look at their 2018 Meeting Schedule, also to address different option for public comment to provide better timing for those who use public transportation.

Mr. Monti spoke against the 25 limit in the 2017 Medical Marihuana Ordinance.

Mr. Osmar spoke in support of dispensaries and was opposed to the cap of 25, and requested a higher cap up to 48. Mr. Osmar also spoke about concerns regarding the point systems the Clerk has established.

Ms. Dawson spoke with concerns with the zoning boundaries in the Medical Marihuana Ordinance, and asked Council to consider the local business owners in comparison to outside entities coming to town. Ms. Dawson also spoke on a concern with point system on the licensing.

Ms. Wilber spoke as a patient and voice concern with future access to her medical needs, and asked them to raise the cap on dispensaries to 50.

Ms. Walkowski spoke as a patient and asked for a higher cap on dispensaries to 48-50.

Ms. Womboldt spoke in opposition to the current 2017 Medical Marihuana Ordinance, and felt the public was left out of the due process in creation. Ms. Womboldt encouraged Council to create limits on the other four (4) establishments. Lastly, Ms. Womboldt addressed the Form Based Code setting of a public hearing on the agenda, and asked Council to take adequate time to review the document.

Mr. Sova spoke as a business owner in Lansing, not a resident, and asked the cap on dispensaries to be set at 48.

Council Member Wood asked Law and the Clerk if they could put something on their website that would show a list of locations where applications have been made. Mr. Swope stated with that he would fear there would be a “race for the door”, and first in does not mean best scoring. They do not make any license public when in a pending phase, so he would have to confer with the City Attorney, however his opinion was that it was not viable. Mr. Smiertka confirmed, that under FOIA, there are provisions that would exempt this from disclosure.

Council Member Dunbar brought up the topic of signage, and asked if Council would consider changing the scoring criteria to grant more points if they do not place a sign up. Mr. Smiertka advised the Council that that would be a first amendment issue, however they can place restrictions on how large the sign is. Starting to regulate the content would have an issue and could end up with freedom of speech lawsuits. If that is listed in the criteria in the ordinance that the City is penalizing it could be a deformation of civil rights.

Council Member Yorko referred back to earlier public comments about amendments, and suggested that with all the recent changes from 2017 ordinance to 2011 ordinance and now the possible mandamus, there are too many moving parts to make any other changes. Per the Ordinance, Council has no oversight, the Clerk creates the rules. Mr. Smiertka stated the Commission can make recommended changes based on what they see. Council Member Brown Clarke pointed out that the 2017 Ordinance, the Commission was also given the charge to look at the process over the year and make recommendations. Council Member Swope confirmed there were 4 referrals to the Commission on the Council agenda later tonight, but he was not aware if any were patient advocates.

Discussion/Action:

RESOLUTION – Introduction and Setting of a Public Hearing on the City of Lansing Form Based Code

Council President Spitzley removed the item from the agenda per the Planning and Neighborhood Development Department until a further date. This item will also be pulled from the Council agenda later in the evening.

RESOLUTION – 2018 City Council Meeting Schedule

Council President Spitzley presented the schedule with changes to correct earlier proposed dates which were in conflict to holidays, and also to address the Charter required 26 meetings.

Council Member Yorko stepped away from the meeting at 6:29 p.m.

Council President Spitzley addressed earlier comments on the required public comments and their limits, noting in some cases based on the public present, time limits are set at 2 minutes. Council Member Brown Clarke added that it should also be recognized that where there are passionate subjects going late is not unusual to allow the public comment and a Council the opportunity to know and hear everything. She continued by stating that her belief is that “charged” issues everyone needs to be heard, and if it takes that long everyone needs to be heard, and maybe consider a second meeting. Council Member Dunbar suggested that when there is a passionate topic, ask the public initially if they rely on public transportation and hear them first. Council President Spitzley spoke in opposition to the recommendation, because the public would not hear all the discussions, and public transportation is not an issue Council can control.

Council Member Hussain proposed also looking at the Charter which states 26 meetings and that needs to be part of the conversation.

Council Member Wood pointed out that new Council Members are not of the conversation, and will be impacted so that should be considered. She also noted that some Council meetings go late because the Committee of the Whole goes late.

Council Member Hussain stepped away from the meeting at 6:38 p.m.

Council Member Wood continued with what she thought was another issue with having Committee of the Whole the same night as Council, and passing items the same night. Council should consider a monthly meeting of just Committee of the Whole.

Council President Spitzley suggested to add to the second WHEREAS, "5:30 p.m. or at another time or date as determined..." Council consensus.

Council Member Hussain returned to the meeting at 6:39 p.m.

Council Member Houghton suggested considering looking into other forms that the public can communicate with Council if they are homebound.

Council Member Brown Clarke reminded the Committee that the Council President can call a special meeting at any time, but when it is written in the resolution the Council commits to those dates, and if things get canceled everyone's scheduled should be considered.

Council Member Yorko returned to the meeting at 6:40 p.m.

Council Member Yorko pointed out to the Committee and public that in the past meetings have started and ended on time, however with many items of controversial nature there is a trend for long meetings, and she noted also during election years the meetings go longer.

Council President Spitzley acknowledged the new Council Members and their time.

Clerk Swope suggested not splitting up Committee of the Whole and Council because some public attend because they can attend two meetings in one night, which provides a convenience.

Council President Spitzley proposed the first meeting to be January 8th because of holidays, vacations and traveling.

Council Member Wood stated she spoke to the recently elected Mayor Schor who informed her he was getting sworn in on January 1, 2018, then voiced a concern with no leadership from January 1 to January 8, 2018. If there was a COW meeting on January 3, 2018, then they should schedule a Council the same night so that if leadership is resolved that night, they can take action at Council.

The Committee reviewed the changes including correcting by removing meetings on Memorial Day and Veterans Day and adding in other meetings to meet the Charter required 26.

MOTION BY COUNCIL MEMBER WOOD TO ADD A COUNCIL MEETING ON THE SCHEDULE FOR JANUARY 3, 2018 AFTER THE COMMITTEE OF THE WHOLE MEETING. MOTION CARRIED 6-1.

Council Member Swope suggested May 7th as a meeting option.

MOTION BY COUNCIL MEMBER DUNBAR TO ADD MAY 7TH, 2017, REMOVE AUGUST 6TH, 2017 AND ADD NOVEMBER 19, 2017.

Council President Spitzley read the dates of the 2018 meetings as follows:

January 3, 2018
January 8, 2018
February 12, 2018
February 26, 2018
March 12, 2018
March 26, 2018
April 9, 2018
April 23, 2018
April 30, 2018
May 14, 2018
May 21, 2018
June 11, 2018
June 25, 2018
July 9, 2018
July 23, 2018
August 13, 2018
August 27, 2018
September 10, 2018
September 24, 2018
October 8, 2018
October 22, 2018
November 5, 2018
November 19, 2018
November 26, 2018
December 10, 2018

MOTION CARRIED 7-0.

Council Member Spitzley referenced an additional WHEREAS that was added that placed Committee of the Whole meetings on January 3rd, and if needed January 10th and January 17th.

Council Member Yorko stepped away from the meeting at 6:59 p.m.

Other

- City Council Facebook Page Policy

Council President Spitzley stated she is working with Council Staff on the policies for a City Council Facebook page.

Adjourn

Adjourned at 7:04 p.m.

Respectfully Submitted by,
Sherrie Boak, Recording Secretary
Lansing City Council
Approved by Committee on



Chris Swope
Lansing City Clerk

November 9, 2017

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

Dear President and Council Members:

My office has received and placed on file:

General Fund Status Report – FY 2018 1st Quarter

This document is available for review at the office of the City Clerk or at <http://www.lansingmi.gov/clerk> under the heading of Documents Placed on File.

Sincerely,

Chris Swope, CMC
Lansing City Clerk

General Fund Status Report – FY 2018 1st Quarter

Please see accompanying summary detail (page 3)

Revenues

In total, General Fund revenues collected in the first quarter of Fiscal Year 2018 (July – September), as a percent of budget, were slightly higher than the average of the prior three years' first quarter collection rates, as a percentage of year-end amounts, at 36.8% compared to 36.3%.

- The vast majority of **Property Taxes** are collected in the first month of the fiscal year. At the end of the first quarter this year, they were higher, as a percentage of budget, to the average of the past three year's first quarter collection rates. It should be noted that property tax collections exceed budget at this time of year, but are subject to tax appeals and other adjustments throughout the year.
- As a percentage of budget, **Income Tax** collections, as a percent of budget, were on par with the average collection rate for the past three years, at 9.2% of budget, compared to 9.3%. It should be noted that income tax revenues fluctuate from previous trends due to timing differences in remittances; however, the trend is consistent with that of the past several quarters.
- **State Revenue Sharing** and Fire Protection/Bad Driver Fees were on target for the first quarter.
- **Charges for Services** were just slightly lower than collection rates from the average of the same period for the last three years, at 16.3% of budget compared to 16.9% in prior years, due to slightly lesser rates of collection for code compliance inspection fees than the average of the previous three years.
- In total, **Licenses and Permits** revenues were lower than the average collection rate of the same period for the last three years as a percentage of year-end totals, at 1.5% of budget, compared to 2.4%. Licenses and permits make up only 1.5% of General Fund revenues.
- Collection rates for **Fines and Forfeiture** for the first quarter were lower as a percentage of year-end totals for the average of the last three years, at 13.6% of the budget compared to 16.2%, due mainly to penal case revenues.
- The City's **Return on Equity** payment from the Board of Water and Light (BWL), which accounts for 17% of General Fund revenues, is not collected until later in the year. Previous years' collection rates for the first quarter included a return on equity payment for the City's wastewater treatment plant, which ended in FY 2017.
- As a category, **Interest and Rents** were ahead of previous years' trends due to timing of cell tower revenue payments. Interest revenue is posted as investments mature, the timing of which varies from year-to- year.
- **Other Revenues** were higher as of the first quarter-end due to Parks & Recreation donations received.

(continued)

Expenditures

In total, taking into account the vacancy factor, expenditures for General Fund operating departments (excluding debt service and transfers to other funds) were within the budgetary target -- at 21.3% as of September 30, compared to a budgetary target (taking into account the timing of payroll dates) of 21.9%. All departments were within budgetary targets as of September 30th, with the exception of the City Clerk's Office, due to election preparation, and the Fire Department, due to the timing of ratification and implementation of the new International Association of Firefighters (IAFF) Local 421 collective bargaining agreement.

It should be noted that no General Fund debt service payments were due in the first quarter; the only amount paid was a debt service administration fee.

Summary

For the first quarter, total General Fund revenues and expenditures were close to budgetary expectations.

Year-to-date revenues always exceed expenditures in the first quarter of the year as a result of the collection of the majority of property taxes, comprising 31% of total General Fund revenues, at the beginning of the fiscal year.

General Fund Status Report – FY 2018 (as of September 30, 2017)

Revenues	Annual Budget	Actual as of 09/30/17	Percent of Budget	Avg. Percent of Year-End Actuals as of September 30 FY 2015 - 2017
Property Taxes	\$ 40,505,000	\$ 41,882,587	103.4%	101.4%
Income Taxes	35,600,000	3,290,773	9.2%	9.3%
Revenue Sharing	15,764,500	84,146	0.5%	0.4%
Licenses & Permits	1,906,500	28,980	1.5%	2.4%
Charges for Services	9,422,900	1,538,356	16.3%	16.9%
Fines & Forfeitures	2,961,600	401,880	13.6%	16.2%
Interest & Rent	38,500	61,193	158.9%	19.4%
Return on Equity	22,300,000	- (2)	0.0%	1.4%
Other Revenue	451,000	141,607	31.4%	29.1%
Total Revenues	\$ 128,950,000	\$ 47,429,524 (1)	36.8%	36.3%
Less: Addition to Reserves	(500,000)			
	<u>\$ 128,450,000</u>			

Expenditures	Annual Budget	Actual as of 09/30/17	Percent of Budget	09/30/17 Budgetary Target
Council	\$ 698,000	\$ 145,015	20.8%	22.5%
Internal Audit	180,700	41,126	22.8%	23.5%
Courts	6,579,900	1,302,186	19.8%	23.2%
Mayor's Office	1,044,600	226,080	21.6%	23.2%
Media Center	437,400	88,121	20.1%	23.3%
Clerk's Office	1,062,800	255,464	24.0%	23.3%
Planning & Neighborhood Development	1,129,500	263,259	23.3%	24.7%
Finance	5,806,300	1,110,839	19.1%	25.1%
Human Resources	2,254,000	534,971	23.7%	23.7%
Attorney's Office	2,026,500	412,663	20.4%	23.1%
Vacancy Factor	(500,000)	-		
Police	41,295,000	8,695,754	21.1%	21.7%
Fire	34,983,000	7,940,168	22.7%	22.3%
Public Service	11,115,500	1,873,037	16.9%	18.2%
Human Relations & Community Service	1,332,700	241,310	18.1%	23.1%
Parks & Recreation	8,350,300	1,920,891	23.0%	23.0%
Subtotal - Departmental Budgets	\$ 117,796,200	\$ 25,050,882	21.3%	21.9%
Human Services & City Supported Agencies	\$ 2,081,400	\$ 511,408	24.6%	
Library Lease	165,000	44,098	26.7%	
Debt Service	1,065,000	100 (3)	0.0%	
Transfers	7,342,400	6,232,275	84.9%	
Subtotal - Non-departmental Budgets	10,653,800	6,787,880		
Total General Fund	<u>\$ 128,450,000</u>	<u>\$ 31,838,762 (1)</u>		

Please see Pages 1 and 2 for an explanation of revenues and expenditures.

(1) **Note: Year-to-date revenue is always greater than expenditures at this time of year**, as property taxes, accounting for 31% of General Fund revenues, are collected at the beginning of the year. Property taxes include delinquent amounts that will be reimbursed by the counties upon settlement. Property tax collections exceed budget at this time of year, but are subject to tax appeals and other adjustments throughout the year.

(2) Return on equity payments (ROE) for the wastewater treatment plant ended in FY 2017; prior year average percentages included that ROE.

(3) No debt service payments were due as of September 30; only fees for debt service administration were due.

Date 1/9/2017

First Name Brockton

Middle Field not completed.

Last Name Feltman

Other name(s) by which you have been known, including maiden names Field not completed.

Date of Birth 1/27/1991

Address 234 N Clemens Ave

City Lansing

State Michigan

Zip Code 48910

Email feltmanb@msu.edu

Gender Gender

Ward 1

Precinct 10

Best phone number to contact you 517-803-6766

Last 4 digits of social security

number

In what year did you move to
Lansing? 2011

Additional information
regarding experience and
credentials I have served on several boards at Michigan State University -
including the Council of Graduate Students, the Graduate Student
Organization in the Department of Community Sustainability, and the
College of Agriculture and Natural Resources Faculty-Student Liason

Occupational Background Currently I am a masters student at MSU in the Department of
Community Sustainability studying water policy in Michigan. I've had
numerous research jobs on campus, and have done several
professional internships - including the Michigan House of
Representatives and Michigan Department of Environmental Quality.

Educational Background Bachelors degree from MSU in Fisheries and Wildlife and a Minor in
Philosophy. Will obtain a masters of science in Community
Sustainability in May of 2017.

Please attach a resume if
available [Resume.pdf](#)

First choice for board to serve
on Economic Development Corporation/Tax Increment Finance
Authority/Borwnfield Redevelopment Authority

Second choice of a board to
serve on Planning Board

Third choice of a board to serve
on Ethics Board

Fourth choice of a board to
serve on Parks Board

Please comment briefly on why Generally speaking, it is important for citizens to be politically active

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

and I desire to serve my community. I wish to serve on the Economic Development Corporation Board because I have an interdisciplinary background that focuses on how the economic structure of societies/cities impact the well-being of citizens. I am interested in learning what the City of Lansing has planned for the future of the city, both in terms of development projects and funding schemes. I am confident that I will provide thoughtful perspectives and be a value addition to the Board. I am interested in ways to incorporate natural assets - such as the River Trail - in economic development conversations. Regarding the Planning Board, I have had courses on land use zoning and want to learn more about the Design Lansing Comprehensive Plan because I am interested in how the City combines social, economic and environmental factors in its approach to Lansing's prosperity. I would like to serve on the Ethics Board because it is important to recognize that certain issues are open to interpretation, that is, the law does not always provide clear cut answers to whether an action was right or wrong and deciding this depends on careful consideration of the issue, the law, and what is ethically just. I am considering law school and think that this opportunity would be excellent practice for understanding and interpreting cases. Lastly, my interest in the Parks Board stems from a background in natural resources management and belief that healthy communities need green spaces for recreation. I'd like to serve on this Board to improve Lansing's parks systems.

Qualifications and Eligibility – At this time, if you do not meet one or more of the qualifications or eligibility requirements listed at the top, please state here the requirement to be met and explain how you will be qualified or eligible before you would be sworn in to an appointed office

I meet all qualifications and eligibility requirements.

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

Brockton Feltman

Date & Time

1/12/2017 1:00 PM

BY THE COMMITTEE OF THE WHOLE
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Mayor made the appointment of Brockton Feltman of 234 N. Clemens in Lansing, MI, 48912, as a First Ward Member of the Medical Marijuana Commission for a three year term to expire ____; 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 of the Whole met on November 27, 2017 and took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Brockton Feltman of 234 N. Clemens in Lansing, MI, 48912, as a First Ward Member of the Medical Marijuana Commission for a three year term to expire ____.



OFFICE OF THE MAYOR

9th Floor, City Hall
124 W. Michigan Avenue
Lansing, Michigan 48833-1694
(517) 483-4141 (voice)
(517) 483-4479 (TDD)
(517) 483-8066 (Fax)

Ving Bernero, Mayor

APPLICATION FOR APPOINTMENT TO A CITY BOARD OR COMMISSION

Thank you for your interest in serving on a Lansing Board, Commission or committee. The Lansing City Charter requires that every appointee to a board, commission, or committee established by Charter or ordinance must meet the following qualifications and eligibility requirements:

- Be a registered elector in the City of Lansing (Charter Section 2-102).
- Be a resident of Lansing for one year prior to taking office (Charter Section 2-102).
- Not be in default to the City at the time of taking office (Charter Section 2-103.2).
- Not have been convicted, within 20 years of taking office, of a violation of the election laws of the City of Lansing, State of Michigan, or the United States; a violation of a public trust; or any felony (Charter Section 2-103.1).

Date: August 11, 2017

Full Name: Anita Louise Turner

Other name(s) by which you have been known, including maiden names: Williams

Date of Birth: 12/02/38 Gender: Female Ward: 3 Precinct: 23 Last four digits of Soc. Sec. # ██████

Address: 3925 Burneway Drive (10 years)

City LANSING or Other Lansing Zip 48911-2752

Rent or Own? Rent

Home Phone: (517) 455-0833 Work Phone: () - - - -

Cellular Phone: (517) 803-6791 Email _____

Educational Background: High School Graduate with honor - 1957; BS Nursin - 1961; RN-CA - 1961;
Certification - Public Health Nursing - 1965; Certification School Nursing - 1965; MA
Health Services Administration 1978

Occupational Background (attach résumé if available):
Pediatric & Medical Nursing 2 years; Staff Public Health Nursing - 5 years; Supervision
in Public Health Nursing - 10 years. Public Health Nursing Administration - 30 years

Boards on which you are interested in serving:

- TCOA Advisory Council
- 1) _____ 2) _____
- 3) _____ 4) _____

Additional information regarding experience and credentials:

During my tenure as Public Health Nurse Administrator I served on the Tri-County Office on Aging Rural Ingham Meals on Wheels Advisory. Served on Planning Committee meeting for mental health needs of older citizens in the Lansing area. Served on Home Health Agency Advisory Board.

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:

Throughout my personal and professional life I have had a keen interest in the quality of life for all ages.

My focus throughout this journey has been to seek to enhance the quality of living for persons as they advance in age. I have encouraged individuals and family/care-givers to take advantage of resources that will sustain family members in their homes or other assisted living arrangements.

I seek to provide advice to designate leader(s) who are charged with program planning, development and implementation.

Qualifications and Eligibility — At this time, if you do not meet one or more of the qualifications or eligibility requirements listed at the top of page 1, please state here the requirement to be met and explain how you will be qualified or eligible before you would be sworn in to an appointed office:

N/A

By clicking this box you signify that you can serve on a board or commission and the information in this application is accurate to the best of your knowledge.

I certify that the statements and information included on this application are accurate.

A handwritten signature in cursive script, reading "Anita L. Turner". The signature is written in dark ink and is centered on the page.

BY THE COMMITTEE OF THE WHOLE
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Mayor made the appointment of Anita Turner of 3925 Burneway in Lansing, MI, 48911, as a Third Ward Member of the Medical Marijuana Commission for a one year term to expire _____; 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 of the Whole met on November 27, 2017 and took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Anita Turner of 3925 Burneway in Lansing, MI, 48911, as a Third Ward Member of the Medical Marijuana Commission for a one year term to expire _____.

Date 9/25/2017

First Name John

Middle Kennedy

Last Name Addis

Other name(s) by which you have been known, including maiden names *Field not completed.*

Date of Birth 4/17/1977

Address 1307 S Genesee Dr.

City Lansing

State MI

Zip Code 48915

Email john@aenow.com

Gender Gender

Ward 4

Precinct 37

Best phone number to contact you 517-763-1445

Last 4 digits of social security 

number

In what year did you move to
Lansing?

2009

Additional information
regarding experience and
credentials

Lansing resident and business-owner.

Occupational Background

CEO & Creative Director, Addis Enterprises

Educational Background

Bachelor's Degree, Michigan State University

Please attach a resume if
available

[John K Addis-Resume-CV.pdf](#)

First choice for board to serve
on

Lansing Entertainment and Public Facilities (LEPFA)

Second choice of a board to
serve on

Historic District Commission

Third choice of a board to serve
on

Lansing Housing Commission

Fourth choice of a board to
serve on

Parks Board

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 picked some examples above based on my own personal interests,
but I will serve as needed on any board or commission as long as the
reviewers of this application feel I will be useful, including Zoning
Appeals, Medical Marijuana, and so on.

Qualifications and Eligibility – *Field not completed.*

At this time, if you do not meet one or more of the qualifications or eligibility requirements listed at the top, please state here the requirement to be met and explain how you will be qualified or eligible before you would be sworn in to an appointed office

Background Check I agree
Authorization

Please type your name in this John K. Addis
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

Date & Time 9/25/2017 4:45 PM

BY THE COMMITTEE OF THE WHOLE

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Mayor made the appointment of John Addis of 1307 S. Genesee in Lansing, MI, 48915, as a Fourth Ward Member of the Medical Marijuana Commission for a three year term to expire _____; 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 of the Whole met on November 27, 2017 and took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of John Addis of 1307 S. Genesee in Lansing, MI, 48915, as a Fourth Ward Member of the Medical Marijuana Commission for a three year term to expire _____.

Date 8/22/2017

First Name Tracy

Middle D

Last Name Winston

Other name(s) by which you have been known, including maiden names *Field not completed.*

Date of Birth 11/24/1984

Address 3514 Churchill Ave

City Lansing

State MI

Zip Code 48911

Email tracyd.winston@gmail.com

Gender Female

Ward 3

Precinct 30

Best phone number to contact you 5178997334

Last 4 digits of social security



number

In what year did you move to
Lansing?

2016

Additional information
regarding experience and
credentials

Field not completed.

Occupational Background

Field not completed.

Educational Background

Field not completed.

Please attach a resume if
available

Tracy Winston Esq.docx

First choice for board to serve
on

Human Relations and Community Services Board (HRCS)

Second choice of a board to
serve on

Community Corrections Advisory Board

Third choice of a board to serve
on

Redevelopment Authority

Fourth choice of a board to
serve on

Field not completed.

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 would prefer to serve on the HRCS board to help rebuild either lost or fragile relationships within the community. If Lansing is going to grow more than it has, the city must cultivate an environment for all persons to have access to basic services from health care to education. I bring a background of State and local level exposure with an awareness of current issues. Its time to build the bridges for the next generation with innovative ideas and strengthen those that are in place.

Qualifications and Eligibility – *Field not completed.*

At this time, if you do not meet one or more of the qualifications or eligibility requirements listed at the top, please state here the requirement to be met and explain how you will be qualified or eligible before you would be sworn in to an appointed office

Background Check I agree
Authorization

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 Tracy Winston

Date & Time 8/22/2017 2:00 PM

BY THE COMMITTEE OF THE WHOLE
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Mayor made the appointment of Tracy Winston of 3514 Churchill in Lansing, MI, 48911, as an At-Large Member of the Medical Marijuana Commission for a two year term to expire _____; 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 of the Whole met on November 27, 2017 and took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Tracy Winston of 3514 Churchill in Lansing, MI, 48911, as an At-Large Member of the Medical Marijuana Commission for a two year term to expire _____.



Chris Swope

Lansing City Clerk

November 9, 2017

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

Dear President Spitzley and Council Members:

Pursuant to Article 8, Chapter 4, Section 8-403.3 of the Lansing City Charter, on November 9, 2017 the Mayor's Office placed on file in my office a Redevelopment Agreement for Property between the City of Lansing and Beitler Real Estate Services LLC. for the David C. Hollister Lansing City Hall Building located at 124 W. Michigan Avenue, City of Lansing, Michigan. The Redevelopment agreement includes the current City Hall property and construction of a new City Hall on a proposed site.

Under the Charter, a public hearing may be held on this matter on or after December 8, 2017

This document is available for review at the office of the City Clerk or at <http://www.lansingmi.gov/clerk> under the heading of Documents Placed on File.

Sincerely,

Chris Swope, CMC
Lansing City Clerk

BY THE COMMITTEE OF THE WHOLE
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the City made a Request for Qualifications and Proposals for the sale of the current City Hall located at 124 West Michigan Avenue, Lansing, Michigan, and relocation of City operations to a new, up-to-date City Hall facility; and

WHEREAS, the Mayor has reviewed all Proposals and scrutinized them with assistance from both internal and external review teams; and

WHEREAS, the Proposal of Beitler Real Estate Services LLC has been overwhelmingly selected for further negotiations of a Redevelopment Agreement; and

WHEREAS, a Redevelopment Agreement for City Hall, signed by Beitler Real Estate Services LLC, was placed on file with the Clerk for public consideration on November 9, 2017;

NOW, THEREFORE, BE IT RESOLVED that a Public Hearing be held in accordance with Article 8, Chapter 4 of the City Charter, and Chapter 208 of the Codified Ordinances on December 11, 2017 at 7:00 p.m. in the City Council Chambers, Tenth Floor, City Hall, 124 West Michigan Avenue, Lansing, Michigan, to receive public comment on and to consider the Redevelopment Agreement for City Hall, which includes redevelopment of the current City Hall property and construction of a new City Hall on a proposed site.

RECEIVED
2017 NOV -9 PM 4:49
LANSING CITY CLERK

REDEVELOPMENT AGREEMENT

by and among

THE CITY OF LANSING, MICHIGAN

and

BEITLER REAL ESTATE SERVICES LLC

Submitted @ CMTS

EXHIBITS

- Exhibit A Legal Description of the Property
- Exhibit A-1 Legal Description of the New City Hall Property
- Exhibit B Real Estate Sale Agreement Term Sheet
- Exhibit C Ground Lease Agreement Term Sheet

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (this "**Agreement**"), dated as of _____, 2017 (the "**Effective Date**"), is made by and among the CITY OF LANSING, a municipal corporation (the "**City**"), and BEITLER REAL ESTATE SERVICES LLC, an Illinois limited liability company (the "**Developer**").

RECITALS

WHEREAS, the City owns certain real property commonly known as 124 W. Michigan Avenue, Lansing, Michigan 48933 and legally described on **Exhibit A** attached hereto (the "**Property**"), which Property is currently utilized as the Lansing, Michigan City Hall ("**City Hall**").

WHEREAS, the City and the Developer desire to cooperate in the redevelopment of the Property in accordance with the terms of this Agreement; and

WHEREAS, the City and the Developer desire to cooperate in the relocation of the City's City Hall and the governmental operations currently taking place at the Property to a new building ("**New City Hall**"); and

WHEREAS, the parties hereby desire to enter into this Agreement to set forth the following terms and conditions related to the redevelopment of the Property and relocation to a New City Hall.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

REDEVELOPMENT OF THE PROJECT

Section 1.1. Redevelopment. The Developer will redevelop the Property in accordance with this Agreement and the City will cooperate with the Developer in connection therewith as set forth in this agreement.

Section 1.2. Project Description. The redevelopment of the Property contemplated by this Agreement consists of the rehabilitation of the existing building(s) on the Property to include the following components: (a) an urban mixed use hotel component having approximately 183 guest rooms within approximately 128,930 gross square feet of floor area (the "**Hotel Component**"); (b) ancillary parking in the building; (c) a boutique specialty restaurant and cocktail lounge to be constructed in the upper most floor of the existing shorter portion of the building; and (d) a retail component consisting of approximately 2,961 square feet (collectively, the "**Project**"). The Project is more fully described in Developer's Response to RFQP dated August 21, 2017. The final room count of the Hotel Component shall be subject to: (i) completion of the necessary design development documents; (ii) completion of a market and feasibility analysis to be prepared by the Developer; and (iii) the Land Use Approvals (as defined herein). As part of the Project, the exterior of the building will be

completely replaced except for the westernmost and southernmost faces of the building which are currently clad in Indiana limestone, and on which westernmost face Leonard Jungwirth's famous sculpture and the City Hall name are displayed.

ARTICLE II

RELOCATION OF CITY HALL; DEVELOPMENT OF NEW CITY HALL; AND LEASING OF THE PROPERTY

Section 2.1. Relocation of City Hall. As part of the redevelopment of the Project by the Developer, the City shall entirely vacate the Property and relocate the City's City Hall and any and all operations conducted therein, including, without limitation, all administrative offices, police headquarters, courts and all other related City functions to the New City Hall within thirty (30) days from the closing contemplated in the Real Estate Sale Agreement (as defined herein) (the "**City Relocation**"). The City shall deliver possession of the Property to the Developer pursuant to and in accordance with the Ground Lease Agreement (as defined herein) which shall be the date that the Developer obtains a building permit for the Project ("**Possession Date**"). Upon taking possession, the Developer shall be responsible for all carrying costs, utilities, and insuring and indemnifying agreements related to the Property as contemplated in the Ground Lease Agreement.

Section 2.2. Development of New City Hall. As part of the City Relocation, the Developer has entered, or intends to enter, into a Real Estate Purchase Agreement (as may be amended from time to time, the "**Purchase Agreement**") in connection with either the real property commonly known as 120 E. Lenawee Street and vacant property on S. Grand Avenue, Lansing, Michigan 48933 or other real property approved by the City (the "**New City Hall Property**"). Subject to the terms and conditions of this Agreement, Developer shall acquire the New City Hall Property in accordance with and subject to the terms and conditions of the Purchase Agreement provided that the Acquisition Conditions Precedent (as defined herein) contemplated in Section 2.3 are satisfied. As soon as reasonably possible after consummation of the closing contemplated in the Purchase Agreement, Developer shall commence all construction and rehabilitation of the New City Hall Property ("**New City Hall Construction Work**") as may be necessary for the City's operation of the City's new City Hall pursuant to plans and specifications reasonably approved by the City and Developer in accordance with the terms and conditions of the Real Estate Sale Agreement (as defined herein).

Subject to Section 2.4, the Developer shall sell and the City shall purchase the New City Hall Property pursuant to a real estate sale agreement (the "**Real Estate Sale Agreement**"). The Real Estate Sale Agreement shall be based upon the material terms identified in Exhibit C attached hereto. The execution of the Real Estate Sale Agreement shall occur as promptly as possible after the Effective Date. The City will reasonably cooperate with the Developer in the Developer's procurement of financing and/or equity in connection with Developer's acquisition of the New City Hall Property and completion of the New City Hall Construction Work by reaffirming its obligations under the Real Estate Sale Agreement and/or otherwise providing any letters and/or confirmations as Developer may reasonably require confirming the City's commitment to acquire the New City Hall Property in accordance with the terms and conditions of the Real Estate Sale Agreement and/or as contemplated in this Agreement.

Section 2.3. Acquisition Conditions Precedent. The Developer's obligations to consummate the closing contemplated in the Purchase Agreement are conditioned on satisfaction of each of the following conditions (collectively, the "**Acquisition Conditions Precedent**");

(a) the Developer's procurement of all financing and/or equity placement necessary to acquire the New City Hall Property and complete the New City Hall Construction Work.

(b) the satisfaction of all condition precedents to closing contemplated in the Purchase Agreement, including, without limitation, the Developer's satisfaction and approval of its due diligence under the Purchase Agreement.

(c) the City's satisfaction of the Sale Agreement Conditions Precedent (as defined herein) as contemplated in Section 2.4.

Section 2.4. City's Conditions Precedent to Consummation of the Real Estate Sale Agreement. The City's obligations to consummate the Real Estate Sale Agreement are conditioned on satisfaction of each of the following conditions (collectively, the "**Sale Agreement Conditions Precedent**");

(a) Approval of a Brownfield Redevelopment Agreement for the capture of tax incremental financing from the Project for payment towards eligible expenses the City generates through relocation and renovation of the site for the New City Hall. The City shall use good faith and best efforts to expedite and obtain such approval.

(b) The actual purchase price (as determined in accordance with the Real Estate Sale Agreement) of the New City Hall Property under the Real Estate Sale Agreement being equal to or greater than the appraised value of the New City Hall Property as described in the City's Acquisition Ordinance, as determined by the median of three (3) appraisals performed by three different, experienced and reputable commercial real estate appraisers. Such appraisals shall be based upon the approved plans and specifications for the New City Hall (taking into consideration of the value of the land, construction costs and anticipated value upon completion of the New City Hall Construction Work, e.g. a "so-called plans and specs" appraisal). Such appraisals shall be commissioned by the City promptly after approval of the plans and specifications pursuant to the terms and conditions of the Real Estate Sale Agreement.

(c) Review by the City's Planning Board of the purchase of the New City Hall Property, pursuant to the City's Acquisition Ordinances and the Michigan Planning Enabling Act (Public Act 33 of 2008, formerly enabled in Public Act 285 of 1931). The City shall use good faith and best efforts to expedite and obtain such approval.

Section 2.5. Real Estate Lease. Subject to Article 5 hereof, the City shall lease to Developer and Developer shall lease the Property from the City for the purpose of the Project (the "**Ground Lease Agreement**"). The Ground Lease Agreement shall be based upon the

material terms identified in **Exhibit C** attached hereto. The execution of the Ground Lease Agreement shall occur prior to commencement of construction of the Project as contemplated in **Section 4.1(e)**, unless otherwise agreed to by the parties. The commencement date of the Ground Lease Agreement shall be the date that Developer obtains a Certificate of Occupancy for the Project (the "**Ground Lease Commencement Date**"). Payment of rent shall commence six (6) months after the Ground Lease Commencement Date. A short form memorandum of the Ground Lease Agreement shall be recorded promptly upon the full execution of the Ground Lease Agreement.

Section 2.6. Real Estate Holding Company. To facilitate the overall redevelopment of the Project and development of the New City Hall, the Developer may, assign its rights and obligations under the Ground Lease Agreement, the Purchase Agreement and/or Real Estate Sale Agreement to one or more entities to be formed by the Developer (the "**Holding Company or Holding Companies**") as the case may be) as further set forth in the Ground Lease Agreement, the Purchase Agreement and/or Real Estate Sale Agreement.

Section 2.7. Access. From and after the Effective Date, Developer shall have access to the Property for all investigation and planning for the Project at all reasonable times provided that during such access Developer shall not unreasonably interfere with the City's ongoing business operations at the Property. The City shall be responsible for all repairs and maintenance of the Property and otherwise shall be responsible for properly securing the Property until the Possession Date.

ARTICLE III

LAND USE APPROVALS; PERMITTING

Section 3.1. Land Use Approvals.

(a) **Applications.** As soon as reasonably possible after approval of the Design Plans by the City, the Developer will submit application materials required under the City of Lansing municipal code for zoning and any other municipal land use and development approvals required, if any, in order to undertake the Project (collectively, the "**Land Use Approvals**"). All applications for any Land Use Approvals shall be reviewed in accordance with the ordinances of the City of Lansing.

(b) **City Cooperation.** The City will reasonably cooperate with and assist the Developer in applying for and processing the applications for Land Use Approvals in connection with the Project.

Section 3.2. Building and Construction Permits; Fees. The Developer shall comply with all applicable City building codes and construction requirements and shall be responsible for obtaining all building permits with respect to construction of the Project and the Developer shall pay the normal and customary City charges and shall be responsible for obtaining all building permits prior to such construction.

ARTICLE IV

CONSTRUCTION/REHABILITATION OF PROJECT

Section 4.1. Project Redevelopment.

(a) Design. The Developer shall prepare and submit detailed plans and specifications for the Project for review and approval by the City (collectively, the "**Design Plans**"), which approval shall not be unreasonably withheld, conditioned or delayed.

(b) Pre-Development Costs. The Developer shall be solely responsible for all pre-development costs associated with the Project incurred by Developer, including, without limitation, architectural, engineering, planning and design fees; legal, accounting and other professional fees; and any, filing or other development or redevelopment fees.

(c) Bidding. No portion of the Project shall be construed as "public construction" and, as such, the Developer shall not be required to comply with any Michigan law governing public construction with respect to the Project.

(d) Financing. The Developer shall be solely responsible for the total cost and expense for the construction of the Project. The closing of financing for the Project (the "**Financing Closing**") shall occur no later than thirty (30) days prior to Project Commencement. The Developer shall provide proof of financing to the City on or before Financing Closing.

(e) Commencement of Construction. Subject to Unavoidable Delays (as defined herein), commencement of construction of the Project shall take place within ninety (90) days from the date of the City Relocation (the "**Project Commencement**") unless extended at the request of Developer and approval by the City, which approval shall not be unreasonably withheld.

(f) Design; Style, Size. The Project shall be built in accordance with the terms of Section 1.2.

(g) Project Completion. Subject to Unavoidable Delays (as defined herein), Developer shall use good faith and best efforts to substantially complete the Project within eighteen (18) months from Project Commencement (the "**Target Completion Date**").

ARTICLE V

CONDITIONS PRECEDENT TO PROJECT COMMENCEMENT

Section 5.1. Conditions Precedent to Project Commencement. The Developer's obligations to undertake the Project contemplated by this Agreement are conditioned on satisfaction of each of the following conditions (collectively, the "**Project Conditions Precedent**") at or prior to Project Commencement:

(a) Completion of the City Relocation.

(b) Approval of any required Land Use Approvals for the Project.

(c) Delivery by the City to the Developer, and acceptance by the Developer, of a current Phase I environmental report covering the Property ("**Phase 1**").

(d) Completion of any follow-up testing (e.g. phase 2 environmental testing) recommended by the Phase I. If the Phase I or any such follow-up testing reveal the need for remediation, this condition precedent shall also include the City completing such remediation in a timely manner and obtaining and delivering to the Developer a written "no further action" or "no further remediation" or similar confirmation from all governmental entities with jurisdiction that the remediation has been completed in accordance with all applicable laws and requirements.

(e) Consummation of the Financing Closing.

ARTICLE VI

INSURANCE

Section 6.1. Insurance. The parties shall purchase and maintain such insurance coverages as may be reasonably required by the parties' respective lenders and risk managers and as the parties otherwise agree is necessary to adequately protect the parties' respective interests in the Project, including coverage for the activities contemplated in Section 2.7. The insurance policies and provisions to be set forth in the Ground Lease contemplated by this Agreement to be shall be subject to the review and approval of the City's Risk Manager and the Developer.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES

Section 7.1. Representations and Warranties by the City. The City represents and warrants that:

(a) The City is a municipal corporation duly organized and existing under the laws of the State of Michigan. The City has the power to enter into this Agreement and carry out its obligations hereunder and provision has been made to pay the liability that will accrue under this Agreement.

(b) The City has no knowledge as to the presence of hazardous substances as the same are described in the regulations promulgated under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, and/or in the environmental laws of the State of Michigan in, on or under the Property. With respect to the Project, the City of Lansing is aware of no facts the existence of which would cause it to be in violation of any state, local or federal environmental law, regulation or review procedure, or which would give any person a valid claim under the environmental laws of the State of Michigan.

(c) There is not pending, nor to the best of the City's knowledge after due inquiry is there threatened, any suit, action or proceeding against the City before any court, arbitrator, administrative agency or other governmental authority that materially and adversely affects the validity of any of the transactions contemplated hereby, the ability of the City to perform its obligations hereunder, or the validity or enforceability of this Agreement.

Section 7.2. Representations and Warranties by the Developer. The Developer represents and warrants that:

(a) The Developer is a limited liability company organized and validly existing under the laws of the State of Illinois.

(b) The Developer has duly authorized the execution of this Agreement and the performance of its obligations hereunder, and neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, is prevented, limited by or conflicts with or results in a breach of, any indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(c) There are no pending or threatened legal proceedings of which the Developer has knowledge which seek to restrain or enjoin the transactions contemplated by this Agreement or which question the authority of the Developer to execute and deliver this Agreement or the validity of this Agreement.

ARTICLE VIII

EVENTS OF DEFAULT

Section 8.1. Notice and Opportunity to Cure. Whenever any party to this Agreement alleges a default by the other, the party alleging the default shall provide written notice to the other specifying the nature of the default and the actions necessary to cure the default. Subject to Unavoidable Delays, if the alleged default is not cured within thirty (30) days after the defaulting party's receipt of such notice, the non-defaulting party may take any one or more of the actions set forth below:

(a) The non-defaulting party may suspend its performance under this Agreement until it receives in writing and accepts in writing assurances from the defaulting party that the defaulting party will cure its default and continue its performance under this Agreement.

(b) The non-defaulting party may cancel and terminate this Agreement.

(c) Take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to the defaulting party, including any actions to collect any payments due under this Agreement or to pursue any claims for monetary damages at law or to enforce performance and observance of any obligation, agreement, or covenant to the defaulting party under this Agreement.

The non-defaulting party may elect to take no such action, notwithstanding an event of default not having been cured within said thirty (30) day period, if the defaulting party provides the non-defaulting party with written assurances satisfactory to the non-defaulting party that the event of default will be cured as soon as reasonably possible. No notice of such election by the non-defaulting party shall be required. As used in this Agreement, the term "**Unavoidable Delays**" means delays which are the direct result of strikes or other labor troubles, lack of responsible bidders, unforeseeable and unavoidable casualties to the Project, governmental actions, judicial action commenced by third parties, the implementation of an environmental agency-approved work plan for remediation, or severe weather, acts of God, fire or other casualty, or other events or conditions beyond the reasonable control of the parties.

Section 8.2. No Remedy Exclusive. No remedy hereunder is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right accruing upon any default shall impair any such right or shall be construed to be a waiver thereof, but any such right may be exercised from time to time and as often as may be deemed expedient.

Section 8.3. No Implied Waiver. In the event any agreement contained herein should be breached by any party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed a waiver of any rights or remedies which the non-breaching party shall have and shall not be deemed a waiver of any subsequent default of any such terms, conditions and covenants to be performed hereunder.

ARTICLE IX

ADDITIONAL PROVISIONS

Section 9.1. Amendments; Incorporation of Exhibits. As the parties continue work on the pre-development activities contemplated herein and prepare the Ground Lease Agreement in connection with the design, development, and financing of the Project, the parties will amend this Agreement to incorporate additional details, terms and conditions referenced herein. The parties may amend this Agreement, including but not limited to extending any deadlines, only by a written document agreed to by the parties, and in conformity with Section 10.2 below.

Section 9.2. Consents and Approvals; Good Faith. Except for matters for which there is a standard of discretion specifically set forth herein, wherever this Agreement provides for a determination, decision, selection, consent, approval, acceptance, adoption, satisfaction, or other action, the parties hereto shall exercise good faith in undertaking such actions and shall not unreasonably withhold, condition or delay any determination, decision, selection, consent, approval, acceptance, adoption, satisfaction or other action that may be necessary to fully implement the terms of this Agreement.

Section 9.3. Conflict of Interests. No member, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such

member, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. No member, official, or employee of any party to this Agreement shall be personally liable to any other party, or any of their respective successors in interest, in the event of any default or breach by a party to this Agreement for any amount which may become due to any other party on any obligations under the terms of this Agreement.

Section 9.4. Restrictions on Use. The Developer shall not discriminate upon the basis of race, color, creed, sex or national origin in the sale, lease, or rental or in the use or occupancy of the Project, or any part thereof.

Section 9.5. Broker's Commission. The parties acknowledge that no broker's commission or finder's fee is payable with regard to this transaction except to CBRE/Martin ("CBRE") pursuant to a separate agreement with the City in that the City shall be responsible for any and all commissions due CBRE in connection with this Agreement, the Purchase Agreement and/or the Real Estate Sale Agreement as contemplated per separate agreement; provided, however, notwithstanding the foregoing, the commission due CBRE in connection with the Purchase Agreement ("**Purchase Agreement Commission**") shall be paid by Developer on or about the closing contemplated in the Purchase Agreement (or a reasonable time thereafter in accordance with a construction draw schedule); further, provided, however, that the City shall reimburse the Developer such Purchase Agreement Commission as part of the purchase price contemplated under the Real Estate Sale Agreement (i.e. such commission shall be identified as a cost to be included within the actual purchase price to be paid at the closing under the Real Estate Sale Agreement). Each party agrees to indemnify and hold the other harmless from and against all liability, claims, demands, damages, or costs of any kind arising from or connected with any other broker's commissions or finder's fees or other charges claimed to be due any person arising from the indemnifying party's conduct with respect to this transaction.

Section 9.6. Titles of Articles and Sections. Any titles of the several parts, Articles and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 9.7. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, transmitted by facsimile, delivered by a recognized overnight carrier, or delivered personally to the following addresses:

If to the Developer: Beitler Real Estate Services LLC
Attn: J. Paul Beitler
980 North Michigan Avenue, Suite 1225
Chicago, IL 60611
Phone: 312-768-7000
Fax: 312-768-7001

With a copy to: Thompson Coburn LLP
Attn: James Oakley
55 East Monroe Street. 37th Floor
Chicago, Illinois 60603
Phone: 312-580-2344
Fax: 312-580-2201

If to City: City of Lansing Mayor's Office
9th Floor, City Hall
124 W. Michigan Avenue
Lansing, Michigan 48933
Phone: 517-483-4000
Fax: 517-483-6066

With copy to: Office of City Attorney
5th Floor, City Hall
124 W. Michigan Avenue
Lansing, Michigan 48933
Phone: 517-483-4320
Fax: 517-483-4081

Section 9.8. Counterparts. This Agreement may be executed with facsimile (or PDF or similar) signatures and/or in counterparts, each of which shall constitute one and the same instrument.

Section 9.9. No Third-Party Beneficiaries. It is the intention of the parties to this Agreement that no person who is not a party signatory to this Agreement shall, under a third party beneficiary theory or otherwise, have any rights or interests hereunder as against the City, and no such other party shall have standing to complain of the City's exercise of, or alleged failure to exercise, its rights and obligations, or of its performance or alleged lack thereof, under this Agreement.

Section 9.10. Litigation. The City and the Developer will reasonably cooperate with one another with respect to any litigation commenced by third parties in connection with this Agreement, provided, however, that any party to this Agreement that is not a party to the actual litigation shall not be required to incur substantial expense in so cooperating.

Section 9.11. Exclusivity. During the term of this Agreement, the Developer shall have the exclusive right to negotiate with the City concerning development, redevelopment, leasing and acquisition of the Property and the City agrees that it shall not directly or indirectly solicit or entertain any other proposals for such development, leasing or acquisition of the Property during the term of this Agreement.

Section 9.12. Adequate Consideration. The parties acknowledge and agree that this Agreement is intended to be binding and enforceable and each party waives any right to challenge the enforceability of this Agreement based on discretion afforded either party in evaluating the fulfillment of certain conditions precedent to the redevelopment of the Project.

City acknowledges that this Agreement requires Developer to commit time and resources in pursuing the Project and that such expenditures constitute good and sufficient consideration to City for entry into this Agreement. Furthermore, the parties agree that, upon satisfaction or waiver of the last of the contingencies set forth herein, this Agreement shall be deemed affirmed without inclusion of such contingencies.

Section 9.13. 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 of the City of Lansing.

ARTICLE X

TERMINATION OF AGREEMENT

Section 10.1. Termination. This Agreement shall terminate upon the following:

(a) In the event all of the Project Conditions Precedent are not satisfied on or before the Project Commencement, the Developer shall have the option to terminate this Agreement upon written notice to the City, unless the parties agree in writing to extend such date.

(b) In the event the Developer fails to commence construction of the Project as contemplated in Sections 4.1(e), the City shall have the option to terminate this Agreement upon written notice to the Developer, unless the parties agree in writing to extend such date.

(c) In the event that all of the Acquisition Conditions Precedent are not satisfied, the Developer shall have the option to terminate this Agreement upon written notice to the City.

(d) In the event that all of the Sale Agreement Conditions Precedent are not satisfied, the City shall have the option to terminate this Agreement upon written notice to the Developer.

Section 10.2. Expiration. If not terminated pursuant to Section 10.1 above, this Agreement shall terminate upon the date all of the parties' other respective obligations hereunder are satisfied, but no such termination shall terminate any indemnification or other rights or remedies arising hereunder due to any default which occurred and was continuing prior to such termination.

Section 10.3. Effect of Termination. Upon termination of this Agreement pursuant to this Article XI, this Agreement shall be null and void and, except for obligations that expressly survive termination, neither party shall have any further obligations or liabilities hereunder. Upon such termination the Developer and the City shall deliver to each other such documents as may be necessary to evidence the termination of this Agreement.

(Signatures begin on next page)

CITY OF LANSING, MICHIGAN, a municipal corporation

By: _____
Virg Bernero, Mayor

By: _____
Chris Swope, City Clerk

BEITLER REAL ESTATE SERVICES LLC

By: _____


J. Paul Beitler, Manager

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOTS 6 & 7, W 50 FT LOT 8, LOTS 4 & 5 EXC N 105 FT, ALSO COM 16 FT W OF SE COR LOT 3, TH N 25 FT, W 24 FT, N 6 FT, W 26 FT, S 31.12 FT TO SW COR LOT 3, E 50 TO BEG; BLOCK 101 ORIG PLAT.

Property Parcel No.: 33-01-01-16-183-009

Commonly Known as the Lansing City Hall, 124 West Michigan Ave, Lansing, Michigan 48933.

EXHIBIT A-1

LEGAL DESCRIPTION OF THE NEW CITY HALL PROPERTY ON EFFECTIVE DATE

Lots 1, 2, 3, 4 and the North 1/2 of Lot 5, except the West 10 feet of said Lots. ALSO the East 6 rods of the South 1/2 of Lot 5 and the East 6 rods of Lot 6, all in Block 150. ALSO Lots 3, 8, 9 and 10, except the North 1 foot of said Lot 10, Block 151, of the Original Plat of the Town of Michigan, now City of Lansing, Ingham County, Michigan, as recorded in Liber 2 of Plats, Page 36.

Parcel Identification Numbers: 33-01-01-16-455-091; 33-01-01-16-456-012 and 33-01-01-16-456-101.

EXHIBIT B

REAL ESTATE SALE AGREEMENT TERM SHEET

Seller. Holding Company or Holding Companies

Purchaser. The City of Lansing

Closing Date. Within thirty (30) days of substantial completion of the New City Hall.

Purchase Price. An amount equal to 105% of the Seller's Acquisition/Development Costs; provided, however, the actual purchase price shall not exceed \$50,000,000.00 ("**Maximum Purchase Price**") unless otherwise approved by the City. The term "**Seller's Acquisition/Development Costs**" shall mean the aggregate of: (i) the property acquisition and related costs (including, without limitation, the Seller's acquisition purchase price, all closing costs, all costs associated with negotiating the purchase agreement and Seller's due diligence in acquiring the subject property); (ii) all construction costs (including, without limitation, all hard and soft construction costs, including, without limitation, architectural and engineering fees); and (iii) all financing, debt and/or equity placement costs and expenses (including, without limitation, any points, interest, investment returns or the like required to be paid by Seller).

Plan/Specifications Approval. The Real Estate Sale Agreement shall contain provisions allowing the City to maintain control of the cost and specification for the development of the New City Hall (provided, however, the City shall not cause the Purchase Price to exceed the Maximum Purchase Price in that the City in approving the plans and specifications as contemplated herein shall take into account any and all Seller's Acquisition/Development Costs to ensure that the Maximum Purchase Price is not exceeded). In that regard, the City shall have the right to approve, which approval shall not be unreasonably withheld, conditioned or delayed, (i) the plans and specifications for the New City Hall, and (ii) all bid packages by contractors and subcontractors; provided, however, notwithstanding the foregoing, Seller shall retain the right to select the architect and/or engineers for the development of the New City Hall.

EXHIBIT C

GROUND LEASE AGREEMENT TERM SHEET

Landlord. The City of Lansing

Tenant. Holding Company or Holding Companies

Premises. The Property as described in Exhibit A

Possession Date. As defined in Section 2.1 of the Agreement.

Project Commencement. As defined in Section 4.1(e) of the Agreement.

Project Completion. Subject to Unavoidable Delays, Developer shall use good faith and best efforts to substantially complete the Project by the Target Completion Date.

Term. Ninety-nine (99) years with two fifty (50) year extension options with the commencement of the term to be the Ground Lease Commencement Date.

Rent. \$225,000 annually

Tax Assurance/Payment in Lieu. In the event of any assignment of the Ground Lease Agreement to any entity that is exempt from paying real estate taxes on the Premises, the Ground Lease shall contain a provision that such exempt assignee shall make a payment in lieu of taxes, in addition to rent under the Ground Lease, in an amount equal to the amount of such taxes that would have been imposed against the Premises without such tax exemption, on an annual basis, during the period of time of any such claimed exemption.

Rent Escalation. Beginning in the fifth lease year, the Rent shall escalate five percent (5%) every five (5) years.

Rent Commencement. The first payment of Rent shall begin six (6) months after the Ground Lease Commencement Date.

Property/Leasehold Interest Taxes. The Tenant shall pay its Property/Leasehold Interest Taxes.

Insurance. Tenant shall maintain, at its sole cost, a policy of commercial general liability insurance, in an amount to be agreed upon by the parties.

Assignment and Transfer. The Ground Lease Agreement shall be assignable and transferable by Tenant.

Subordination. Any debt encumbering the Project shall be subordinate to the Ground Lease Agreement.

Termination. The Ground Lease Agreement shall terminate upon the follow events: 1) at the end of the term of the Ground Lease Agreement, including any extensions; 2) in the event of default under the Ground Lease Agreement subject to reasonable notice and cure periods; and 3) upon mutual agreement of the parties.

General Fund Status Report – FY 2018 (as of September 30, 2017)

Revenues	Annual Budget	Actual as of 09/30/17	Percent of Budget	Avg. Percent of Year-End Actuals as of September 30 FY 2015 - 2017
Property Taxes	\$ 40,505,000	\$ 41,069,120	101.4%	99.3%
Income Taxes	35,600,000	3,347,272	9.4%	9.3%
Revenue Sharing	15,764,500	84,146	0.5%	0.4%
Licenses & Permits	1,906,500	28,980	1.5%	2.4%
Charges for Services	9,422,900	1,537,230	16.3%	16.9%
Fines & Forfeitures	2,961,600	401,880	13.6%	16.2%
Interest & Rent	38,500	61,193	158.9%	19.4%
Return on Equity	22,300,000	- (2)	0.0%	1.4%
Other Revenue	451,000	141,607	31.4%	29.1%
Total Revenues	\$ 128,950,000	\$ 46,671,429 (1)	36.2%	35.6%
Less: Addition to Reserves	(500,000)			
	<u>\$ 128,450,000</u>			

Expenditures	Annual Budget	Actual as of 09/30/17	Percent of Budget	09/30/17 Budgetary Target
Council	\$ 698,000	\$ 148,951	21.3%	23.1%
Internal Audit	180,700	41,126	22.8%	23.5%
Courts	6,579,900	1,321,408	20.1%	23.3%
Mayor's Office	1,044,600	229,886	22.0%	23.2%
Media Center	437,400	88,121	20.1%	23.3%
Clerk's Office	1,062,800	265,866	25.0%	23.6%
Planning & Neighborhood Development	1,129,500	265,118	23.5%	24.7%
Finance	5,806,300	1,144,042	19.7%	25.3%
Human Resources	2,254,000	540,394	24.0%	24.4%
Attorney's Office	2,026,500	419,124	20.7%	23.2%
Vacancy Factor	(500,000)	-		
Police	41,295,000	8,736,240	21.2%	21.7%
Fire	34,983,000	7,994,321	22.9%	22.3%
Public Service	11,115,500	2,280,687	20.5%	21.5%
Human Relations & Community Service	1,332,700	247,070	18.5%	23.2%
Parks & Recreation	8,350,300	2,000,871	24.0%	24.2%
Subtotal - Departmental Budgets	\$ 117,796,200	\$ 25,723,228	21.8%	22.4%
Human Services & City Supported Agencies	\$ 2,081,400	\$ 511,476	24.6%	
Library Lease	165,000	44,098	26.7%	
Debt Service	1,065,000	100 (3)	0.0%	
Transfers	7,342,400	6,232,275	84.9%	
Subtotal - Non-departmental Budgets	10,653,800	6,787,948		
Total General Fund	<u>\$ 128,450,000</u>	<u>\$ 32,511,176</u> (1)		

Please see Pages 1 and 2 for an explanation of revenues and expenditures.

(1) Note: Year-to-date revenue is always greater than expenditures at this time of year, as property taxes, accounting for 31% of General Fund revenues, are collected at the beginning of the year. Property taxes include delinquent amounts that will be reimbursed by the counties upon settlement. Property tax collections exceed budget at this time of year, but are subject to tax appeals and other adjustments throughout the year.

(2) Return on equity payments (ROE) for the wastewater treatment plant ended in FY 2017; prior year average percentages included that ROE.

(3) No debt service payments were due as of September 30; only fees for debt service administration were due.

submitted 9/26/17

Vacancy Factor Report

FY 2018

As of : 9/30/2017

<u>Dept/Div</u>	<u>Position</u>	<u>Bargaining Unit</u>	<u>Amount Towards Vacancy Factor 09/30/17</u>	<u>Hiring Status</u>
Vacancies Counted toward General Fund Vacancy Factor				
Finance/Accounting	Budget Analyst	T-243 CTP	18,840	On Hold
Finance/Accounting	Administrative Specialist	T-243 CTP	offset by contract	On Hold
Finance/Treasury	Auditor	T-243 CTP	offset by contract	Active
Finance/Treasury	Part-Time Customer Service Rep.	T-243 CTP	6,221	Filled 10/30/17
Finance/Assessing	Residential Appraiser	T-243 CTP	10,656	Active
Finance/Assessing	Administrative Assistant	T-243 CTP	offset by contract	On Hold
Human Resource/Finance	Clerk	T-243 CTP	offset by contract	Active
Human Resources	Recruiter	T-243 CTP	offset by contract	On Hold
Mayor's Office	Special Assistant to the Mayor	Mayoral	18,625	On Hold
City Attorney's Office	Assistant City Attorney	T-214	10,749	Active
City Attorney's Office	Legal Advisor	T-214	offset by contract	On Hold
City Attorney's Office	Legal Assistant	T-214	offset by contract	Filled 10/19/17
City Attorney's Office	Legal Secretary	T-214	offset by contract	Filled 11/20/17
City Attorney's Office	Deputy City Attorney	NB	29,281	On Hold
HRCS	Commission Investigator	T214NS	offset by contract	Active
HRCS	Contract Administrative Technician	T-243 CTP	22,136	On Hold
HRCS	Clerk	T-243 CTP	18,839	Active
Public Service/Facilities	Facility Maintenance Worker (2)	UAW	offset by contract	On Hold
Parks & Recreation	Part-Time Clerk	T-243 CTP	offset by contract	On Hold
Fire	Code Compliance Officer	T-243 CTP	17,424	Filled 10/7/17
Fire	Part-Time Premise Officer	T-243 CTP	7,644	Active
Fire	Inspector	IAFF	22,029	Promotional Process
Fire	Firefighters (5)	IAFF	offset by overtime	On Hold
Police	Administrative Specialist	T-214	offset by contract	On Hold
Police	Clerk	T-243 CTP	offset by contract	Active
Police	Law Enforcement Data System Admin.	T-243 CTP	offset by overtime	Filled 10/16/17
Police	Secretary	T-243 CTP	6,942	Active
Police	Quartermaster Technician	T-243 CTP	15,035	On Hold
Police	Police Technicians (3)	T-243 CTP	43,517	2 Filled; 1 Active
Police	Detective	CCLP NS	substantially offset	Promotional Process
Police	Sergeant	CCLP Sup	by overtime costs	Promotional Process
Police	Detention Officers (3)	T-243 CTP	and/or overfills	Filled 10/12/17
			\$ 247,939	

FY 2018 Budgeted Vacancy Factor Expectation: \$ 125,000

<u>Dept/Div</u>	<u>Position</u>	<u>Bargaining Unit</u>	<u>Amount Towards Vacancy Factor 09/30/17</u>	<u>Hiring Status</u>
Non-Vacancy Factor (non-General Fund) Vacancies				
PND/Development	Rehab Construction Specialists (2)	T-243 CTP	22,608	1 filled 10/16/17; 1 Active
PND/Development	Administrative Assistant	T-243 CTP	offset by contract	On Hold
PND/Parking	Parking Manager	NB	24,093	Active
PND/Parking	Assistant Parking Coordinator		21,169	On Hold
PND/Parking	Parking Revenue Collector	UAW	8,983	4 filled 10/09/017
PND/Building Safety	Plan Review Analyst	T-243 CTP	8,684	Active
PND/Building Safety	Mechanical Inspector	T-243 CTP	offset by contract	Active
IT	Information Technology Manager	T-243 Sup	19,830	Active
IT	Secretary	T-243 CTP	offset by contract	Active
IT	Network Administrator	T-243 Sup	24,381	Active
IT	Data Communications Specialist	T-243 CTP	17,143	Active
IT	Programmer Analysts (2)	T-243 CTP	offset by contract	Active
Public Service/Eng	Engineering Technician	T-243 Sup	offset by contract	Active
Public Service/Eng	Deputy Public Service Director	NB	33,039	On Hold
Public Service/Eng	Permit Supervisor	T-214	11,423	On Hold
Public Service/O&M	Accounting & Operations Specialist	T-243 CTP	13,607	Filled 11/6/17
Public Service/O&M	Senior Maintenance Supervisors (2)	T-243 Sup	offset by contract	On Hold
Public Service/O&M	Parks Operator Worker	UAW	15,253	On Hold
Public Service/O&M	Arborists (3)	T-243 CTP	50,095	Active

submitted 9/27/17

<u>Dept/Div</u>	<u>Position</u>	<u>Bargaining Unit</u>	<u>Amount Towards</u>		<u>Hiring Status</u>
			<u>Vacancy</u>	<u>Factor</u>	
			<u>09/30/17</u>		
Public Service/O&M	Driver Workers (4)	UAW	58,244		On Hold
Public Service/O&M	Landscape Manager	T-243 Sup	17,433		On Hold
Public Service/O&M	Maintenance Workers (2)	UAW	32,583		On Hold
Public Service/O&M	Parks Maintenance Worker	UAW	14,352		On Hold
Public Service/O&M	Solid Waste Supervisor	T-243 Sup	offset by contract		On Hold
Public Service/O&M	Public Service Supervisor	T-243 Sup	22,205		Active
Public Service/O&M	Equipment Operators (2)	UAW	28,705		On Hold
Public Service/Fleet	Mechanics (5)	UAW	85,804		Active
Public Service/Fleet	Vehicle Maintenance Workers (2)	UAW	29,455		On Hold
Public Service/Fleet	Assistant Shift Garage Supervisor	T-243 Sup	18,840		On Hold
Public Service/WWTP	Assistant Plant Superintendent	NB	19,923		On Hold
Public Service/WWTP	Electrical Technician	T-243 CTP	offset by contract		On Hold
Public Service/WWTP	Wastewater Plant Laborer	UAW	13,956		On Hold
Public Service/WWTP	Lab/IPP Supervisor	T-243 Sup	18,459		On Hold
Public Service/WWTP	Lab/IPP Technician	T-243 CTP	15,361		On Hold
Public Service/WWTP	Plant Operations Supervisor	T-243 Sup	offset by contract		Active
Public Service/WWTP	Utility Electrical Worker	UAW	16,176		On Hold
Public Service/WWTP	WW Plant Operators (2)	UAW	offset by contract		On Hold
Public Service/WWTP	Wastewater Systems Analyst	T-243 CTP	20,425		On Hold
Public Service/WWTP	Wastewater Maintenance Workers (2)	UAW	44,182		2 Filled 10/14/17

Hiring Status Codes Definitions

Filled - This position has been filled subsequent to the report date.

Active - This job has already been posted or is in preparation for posting.

On Hold - Temporarily on hold by department and/or part of the next set of jobs in the priority list to fill.

Promotional Process - The job will post and fill according to a promotional process for internal candidates.