AGENDA
Committee of the Whole
Monday, June 11, 2018 5:30 p.m.
City Council Chambers, City Hall 10th Floor
Updated 6.8.18 - PM

Council Member Wood, Chairperson
Council Member Washington, Vice Chairperson

1. **Call to Order**
2. **Roll Call**
3. **Minutes**
   - June 4, 2018
4. **Public Comment on Agenda Items (Up to 3 Minutes)**
5. **Presentation:**
   - CADL Annual Reporting
   - Lansing Board of Water and Light Strategic Plan
   - Lansing Board of Water and Light New Power Poles on the west side of Lansing
6. **Discussion/Action:**
   A.) **RESOLUTION** – Introduction & Setting of Public Hearing; Eliminate the Cable Advisory Board

   B.) **RESOLUTION** – Licensing Agreement; Fenner Conservancy for Fenner Nature Center
7. **Other**
   - Council Members Reports on Boards/Commissions
8. **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 June 11, 2018

Please print

NAME	ADDRESS	Purpose for Attending	Email Address	PHONE
Merel Bossenberry	2513 Arbor Forest Lansing 48910	CADL Annual Report	Bossenberym@gmail	
Kathy Miles		Fenner		
Liz Roxberry		Fenner	director@mynaturecenter	
Melissa Cole		CADL South Lansing	colem@cadl.org	
Michele Brussow		CADL Downtown	brussowm@cadl.org	
Scott Duimstra		CADL Downtown	duimstras@cadl.org	
Debora Bloomquist		CADL chair	debora.bloomquist@lansingschools.net	
Elaine Womboldt		Library		
Jean Bolley		CADL	bolleyj@cadl.org	
Vern Johnson		CADL		
Deb Parrish			Design326@aol.com	
Mary E Reynolds	1416 Jerome #1			721-1343

MINUTES
Committee of the Whole
Monday, June 4, 2018 @ 5:30 p.m.
City Council Chambers, City Hall 10th Floor

CALL TO ORDER

Council President Wood called the meeting to order at 5:30 p.m.

PRESENT

Councilmember Kathie Dunbar-arrived at 6:14 p.m.
Councilmember Jeremy A. Garza
Councilmember Adam Hussain
Council Member Brian T. Jackson
Councilmember Peter Spadafore
Councilmember Patricia Spitzley
Councilmember Jody Washington
Councilmember Carol Wood

OTHERS PRESENT

Sherrie Boak, Council Staff
Jim Smiertka, City Attorney
Samantha Harkins, Mayor's Executive Assistant
Lisa Hagen, Assistant City Attorney
Greg Venker, Assistant City Attorney
Eric Brewer, Council Internal Auditor
Kathy Miles
Elaine Womboldt
Jennifer Ferguson
Joel Ferguson
G. Sal Gani, Attorney for Binni's Bar & Grill
Love Singh
Walter Sorg
Rina Risper
Darlene Rhodes
Nick Tate, City Labor Negotiator
Bob Trezise, President/CEO, LEAP
Steve Willobee, COO, LEAP
Brian Lefler, Managing Director, Baird
Christopher Stralkowski, Continental/Ferguson Lansing, LLC
Eric Helzer, Advance Redevelopment Solutions
Alan Boyer, Principal, LSG Engineers & Surveyors

Minutes
MOTION BY COUNCIL MEMBER WASHINGTON TO APPROVE THE MINUTES FROM MAY 21, 2018 AS PRESENTED. MOTION CARRIED 7-0.

Public Comment on Agenda Items
Ms. Miles spoke in support of the revocation of the license at Binni's Bar, spoke in opposition to the Red Cedar Development and their proposed Brownfield, and lastly in opposition to the parking changes and costs.

Mr. Sorge spoke on his concerns if the City walks away from the Red Cedar Development after all this time, asking them to work with the developers.

Ms. Womboldt on behalf of Rejuvenating South Lansing spoke in support of the revocation of the liquor license at Binni's Bar and Grill. Ms. Womboldt also spoke in opposition to the Red Cedar development and her opinion of the financial impacts based on comments made previously to Council by the FHT.

Mr. Sal Gani, attorney for Binni's Bar and Grill informed the Committee that Liquor Control Commission has granted his client, the new owners, and a conditional license. The new owners are working on the building, and once renovated will listed it for sale along with the business. He appealed that his understanding was that the majority of the issues in the past were with the previous management, and the new owner does not have the same management plan.

Presentation
UPDATE- Law – Revocation Hearing Binni's Bar and Grill Inc., 820 W Miller Road
Council President Wood outlined the steps, which would be Mr. Tate updating the Committee tonight and once the official transcript is received the Committee and Council will take action.

Mr. Tate confirmed for the Committee the hearing was held earlier today, with the owner and his attorney present. The hearing was recorded and they are waiting on those transcripts to write the findings and recommendations. Mr. Tate stated his intent was to have those findings and recommendations done for the Committee and Council meeting on June 11th. Council President Wood confirmed for the Committee there will be no action taken at this meeting.

Council Member Jackson asked for an update on their Cabaret License. Mr. Tate stated that based on the testimony he heard there was no cabaret license at this time. Council Member Jackson referred to the complaints which were loud music and dancing which would only be allowed with a Cabaret License, and Mr. Tate confirmed that statement. Mr. Smiertka clarified for the Committee that information he received stated the prior owners Cabaret License expired and the new owner's application is pending.

Council Member Jackson asked if there was a way for the owners to keep their current liquor license while they make their reinvestments into the property to resell, but not operate. Mr. Tate deferred to law. Mr. Smiertka stated a Cabaret License and dance permit are necessary. Council Member Jackson then asked Mr. Tate if there was any discussion in the hearing on denying or not approving the Cabaret License. Mr. Tate stated any discussion was about the Cabaret License in condition to denial, but he would look into the transcript for confirmation of any discussion.

Council Member Spitzley reiterated back to a statement by the applicants attorney which stated they were granted a provisional license, but based on what happens with Council he will or will not get a license. If that is the case, he is still marketable. Council Member

Jackson asked if there was a way to have a license and not run an operation with the conditional to sell. Council President Wood answered that he could put the license into escrow which would allow them to make investments. Council Member Jackson asked if anyone has asked the new owners if they want to escrow. Council President Wood stated more information could come out when they get the transcripts.

Council Member Spitzley asked that no presentation or action be taken until the June 25th meeting since there will be 3 Members absent on June 11th. Council President Wood stated she had no problem waiting, and would confirm with the State there would be no issues in waiting either.

Discussion/Action

RESOLUTION – Revocation Hearing Binni's Bar and Grill Inc., 820 W Miller Road

Council President Wood moved any action on a resolution to the June 11th or June 25th meeting depending on the acquisition of the transcripts.

RESOLUTION – Creation of a Task Force to Research Gun Safety Policies & Priorities

Council Member Washington presented her proposed resolution on gun safety and the creation of a task force. She amended the draft resolution to change the "Be It Further Resolved" to state "the City Council Committee on Public Safety will work with the Mayor to form a task force…."

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE RESOLUTION WITH AMENDMENTS. MOTION CARRIED 7-0.

ORDINANCE- Amendment to Chapter 230, Section 230.01; Renaming of Dept. of Planning & Neighborhood Development to Department of Economic Development & Planning

MOTION BY COUNCIL MEMBER WASHINGTON TO APPROVE THE ORDINANCE TO AMEND CHAPTER 230, SECTION 230.01. MOTION CARRIED 7-0.

ORDINANCE - Amendment to Chapter 1210, Section 1210.01; Department of Economic Development & Planning Supervision over Planning, Development, Building Safety, Code Compliance, and Parking

MOTION BY COUNCIL MEMBER WASHINGTON TO APPROVE THE ORDIANCE TO AMEND CHAPTER 1210, SECTION 1210.01. MOTION CARRIED 7-0.

ORDINANCE -Amendment to Chapter 224, Section 224.01; Removal of Code Compliance from the Lansing Fire Department and placing all duties and functions of Code Compliance, Code Compliance Manager and Officers to the Department of Economic Development & Planning without change or interruption.

MOTION BY COUNCIL MEMBER WASHINGTON TO APPROVE THE ORDINANCE TO AMEND CHAPTER 224, SECTION 224.01. MOTION CARRIED 7-0.

Presentation –Law & LEAP; Amended & Restated Real Estate Purchase & Development Agreement; Ferguson/Continental Lansing, LLC

Council President Wood asked Law for a brief review, the difference between the first agreement on file and the new one, and then stated Council will go through the recent agreement line by line.

Mr. Smiertka went through the document which was placed on file with the Clerk's office in February 2018, adding an appraisal will be performed, Council will hold the public hearing and then they will consider action. Mr. Smiertka then highlighted the project which includes hotels, commercial spaces, market rate housing, student housing, assisted living memory care, a boardwalk and walkable pathway to MSU. The site is a total of 35.72 buildable acres, per Mr. Smiertka, and the park property is a different component, not part of the sale.

The Committee began the review of the document page by page. While on Page 1 Council Member Jackson asked what the ballot language was in 2012 when they slated to sell. Council President Wood stated the language was only the question to sell, no potential sale price. During that time, she added, Council was given information during the process that it was valued at $7.5 million.

Page 2

Council Member Jackson asked for the cost to clean up the area, what contaminates were and a question was added inquiring in to what phase it was. Mr. Boyer confirmed phase 1 was done, and he could not confirm phase 2 was done. Phase 1 is an assessment that looks at the history of the property to identify if there is potential, phase 2 is a more comprehensive review looking for specifics. Mr. Boyer noted contaminates that were identified were heavy metals associated with golf course chemicals to treat greens and tees. These will be removed as part of the construction. Mr. Helzer commented on the cost questions, noting there was a supplemental investigation that was done under the EPA grant. The cost will be part of the mass excavation across the site and affected the soils, coming in about $1.1 million.

Council Member Spitzley asked if there was a recent appraisal done. Mr. Smiertka stated that the Charter requires it and that it has to be sold for less than appraised value. There were other appraisals completed in prior years, performed by Intergra Services and done on the sales comparison method on comparable property in Michigan. On this site there were two parcels appraised; the corner lot and the Red Cedar site. The value on the smaller parcel was $1.9 million and the larger was $4.9 million. Mr. Smiertka noted that throughout the appraisal it was noted no deductions were made for the necessity of correcting the defects in the property. Council Member Spitzley referred back to that statement, and asked what the impediments and costs of those were, and should the City consider offsetting those costs by the incentives they will be giving. Council Member Washington also voiced a concern on how the final price was found. Mr. Trezise noted there were a variety of appraisals, the recent one they were provided with the engineering reports, and one issue they found that was impending was the floodway. That appraisal was contracted through the City Attorney office. The earlier appraisal he noted was $7.5 million, and Mr. Trezise added a third appraisal was done by the developer which they believe comes in at $45 million in the red. The Committee questioned the last appraisal amount. Mr. Boyer noted that it is $45 million to build the cost for the structures, not an appraisal. The integrated structures bring the site to a buildable area. In the development itself Mr. Boyer stated, is a flood plain, and they will need to be specific to what needs to be constructed to make the project buildable. Council Member Spitzley again asked what the impediments were and incidentals, noting if the City agrees to a purchase price of $2.2 million with an appraisal of $7 million, it doesn't take those into account. Mr. Boyer again stated that the $45 million mentioned earlier brings the site one foot above to a buildable site. Mr. Lindemann stepped to the podium clarifying that $7 million in an appraisal is as; flat land. The $45 million would bring it up to what it can be built on.

Council Member Washington asked for the Brownfield agreement and what would be captured, what they will get back, and what it will pay for. Mr. Smiertka assured Council that the Brownfield will be back before Council for approval. Mr. Trezise attempted to provide details to the question, noting they were working on a variety of numbers. Currently the property is not providing for taxes because it is City owned, there is contamination, but with the Brownfield there will be a review over the 35 years of the plan which is a net gain to the City. Mr. Trezise concluded that procedurally Council should review the development agreement now, and capping the City portion at $10.7 million. At this time he could not provide a date when the Brownfield will be submitted. Council Member Washington noted that previously Council was told that $2.2 million of the sale would go back to parks, not developer. Council Member Hussain suggested if they are going to continue to reference funds they are putting into the project, the Council should consider doing away with the Brownfield incentive

and any bonding. He then suggested, when looking at the sale price, to include language that the funds go to the parks throughout Lansing.
Page 3
Council Member Washington referred to the last sentence in (a) which referenced "May 1, 2018" and asked if it was still relevant. Mr. Smiertka confirmed that it was fulfilled and does not need to be changed.
Page 4
Mr. Smiertka explained that Section 2.1 references Section 2.4.1 and 2.4.2 which later in the document speaks to a closing in 60 days following the meeting of the conditions.
Page 5
Council Member Spadafore asked if in a scenario the City approved the agreement today, what the timeline would be for the closing, and how long the conceptual drawings would take to be presented before the closing. Mr. Willobee and Mr. Trezise noted that all requirements have to be met before a closing. After the agreement, the next step would be the construction documents, then the Brownfield Applications, and bonding. His estimate would be late Fall or early Winter 2018.
Under Section 2.3, Closing Costs, Council President Wood asked if they will have to have all taxes and assessment paid before start they start the Brownfield work, and would they pay summer and winter taxes during that time. Mr. Willobee assured them.

Council Member Spitzley stepped away from the meeting at 7:00 p.m.,

Page 6
Council President Wood referenced items (b), (c), (d) and (e) where it stated "The City" and asked who that represents. Mr. Trezise stated it would depend on the Law, Charter, and regulations.

Council Member Spitzley returned to the meeting at 7:02 p.m.

He noted it was intentionally a place holder for all "City" where it applies. Mr. Smiertka added that there are two parties; the City as a municipal corporation acting through the appropriate department, and in this Section is the "shall action" section. Council President Wood then questioned approval process of the Brownfield, recapping that on a past development Council approved the development agreement, and when reviewing the Brownfield were told they had to approve that as well since they already approved the agreement. Mr. Trezise stated that the Brownfield Authority has to approve and has to be approved or not approved by City Council. Mr. Willobee noted there are conditions and stipulations listed later in the document that should prevent this from happening again.

Mr. Boyer assured the Council that under item 2.4.1 (a), they have already obtained two (2) permits. The first in 2015 for work in a flood plain, and January 2016 a permit for full development.

Council Member Spadafore referenced 2.4.1 (j) and asked if any parcel in East Lansing will affect the tax capture. Mr. Willobee detailed that initially there was some property, based on the boundaries. There were three (3) parcels owned by the City of Lansing, but located in the East Lansing boundaries. Over the last couple years they have moved, so all parcels are in the City of Lansing.

Council Member Hussain voice a concern that in his opinion it appeared the developer could move forward and believed they are entitled to a Brownfield. Council Member Washington had a concern with no say in the conceptual drawings. Mr. Willobee assured them that once they agree to the development agreement, it moves forward to engineering.
Page 7

Council President Wood noted that there were a number of places that speak to the fact the City shall approve conceptual drawings, and so asked what their plan was to report to Council as the process moves forward, and asked them to commit to come back. Mr. Smiertka noted that Law will be involved in this matter going forward.

Council Member Spadafore stepped away from the meeting at 7:14 p.m.

Council President Wood continued with her concern that by the time the project gets to conceptual drawings, which is not a requirement, they are never approved by Council. She again asked the Ms. Harkins if the Administration would commit to coming back to the Council, at which Ms. Harkins could not respond but stated she would have to follow up with the Mayor.

Council Member Spadafore returned to the meeting at 7:15 p.m.

Ms. Harkins noted her opinion that this was an Administrative function, but they don't want to hold up the development. Council Members made Ms. Harkins aware that in the past there were situations where Council never saw the renderings and changes were made to what they were originally told was going to occur. They voiced their concerns that Council will not be able to review or comment. They encouraged a mechanism in the document that would allow Council to see the documents.
Page 8
Council Member Washington referenced (j) and (p) and inquired into when they might be able to see plan.

Council Member Jackson stepped away from the meeting at 7:18 p.m.

Mr. Lindemann stated it is 96% done and they have some utility conflicts to work out.

Council Member Jackson returned to the meeting at 7:21 p.m.

Mr. Stralkowski noted they had finished the last version; those documents and performances will follow and be presented for an impact study, with the intent of occurring before passage of this agreement.
Page 9
Council Member Washington asked what litigation was still pending. Mr. Trezise stated the case with *Jerome* was in Federal Court in Grand Rapids. The applicant's attorney stated that the first litigation was dismissed on technicalities. Then a second was filed by *Jerome*, and he filed a motion to dismiss a year ago in May and the Judge allowed an amended complaint. A motion to dismiss was filed in October 2017, and they are waiting on a decision to dismiss at this time.
Page 10
The Council reviewed the handout they received at the start of the meeting that listed the uses. The applicants outlined there will be 264 total units for the Hotel full service and select; the market rate housing went from 170 units to 200 units and the senior housing went to 98 units. Council Member Hussain asked if the market rate was for active senior housing, and was told 98 of the 298 would be. He then asked how the developer was going to capture the funds for the student housing. Mr. Stralkowski stated the design of the model for students is a one room one bed unit. They were interested in Councils advice on how to assure them. Council Member Hussain inquired into who the operating partners were and where they were based out of. The Council was referred to late item C-2 which listed all the investors.
The Committee discussed detail differences between full service and select hotels, proposed restaurants and retail. Council Member Washington asked if the market rate housing would be townhouses as they have proposed in the past. Mr. Helzer noted he had not seen the study yet, but it would consider the counts and quantity. They are currently proposing

apartments with high end finishes, and a four story feel. Mr. Helzer could not confirm the specifics at this time. Council Member Spitzley inquired into the number of student units, and was told 296. Council Member Spadafore referred the presenters to exhibit C-1 in the agreement versus the one they received today, and noted there appeared to be a change in surface parking. Mr. Helzer concurred noting the buildings have gone higher, making the footprints shrink with an emphasis on surface parking. Council Member Spadafore asked if there were any discussions on reducing parking spaces, and Mr. Trezise stated there will be further discussions. Council Member Dunbar asked Mr. Lindemann if there were any landscaping and solar options proposed. Mr. Lindemann noted the developer will have amenities to have solar but his office has not seen or had input for landscaping. Council Member Garza asked if the parking lot will have catch basins to prevent any of the run off from the cleanup. Mr. Lindemann concurred their goal is to reduce 96% of the pollutants. If they build pavement they have to put in a reduction process. Council Member Hussain inquired into a list of investors and management, and was told they did not have that information but would provide it.

Page 11

Council Member Garza stepped away from the meeting at 7:59 p.m.

Council Member Spitzley inquired into 5.1.3 (b) and asked if there was a maximum height proposed for those buildings. She was told they are always encouraged to go larger along Michigan Avenue, but currently proposing the minimum.

Council Member Hussain stepped away from the meeting at 8:00 p.m.

Council Member Washington referred to the recent spreadsheet that was provided that spoke to uses and management, and encouraged them to consider local management.
Council President Wood asked if the proposed assisted living is taxable, and was told it was. She then asked who will maintain the trails noted in 5.1.2.

Council Member Hussain returned to the meeting at 8:03 p.m.

Council Member Spitzley also inquired into what part of the trails is part of the drain project and what is part is the developer is opting to put in. Council President Wood asked if the drain assessment would pay for maintenance.

Council Member Garza returned to the meeting at 8:04 p.m.

Mr. Willobee referred the Committee to page 13 of the agreement which address Maintenance of Park Property Riverwalk (5.8).

Page 12

Council Member Spitzley asked if there was language that protects the City in case the developer changes the plans, and they have a to come back to Council or the City for approval. Mr. Trezise stated that there are remedies, and if there are violations that can be discussed if things don't get done as promised, and Mr. Smiertka referred the Committee to the last page for that language.

Page 13

Council President Wood referred the Committee to a document that was submitted at the beginning of the meeting that detailed 5.9 Prevailing Wage. Council Member Spadafore asked the applicants if the Senate action on prevailing wage anticipated for June 5th would affect the document. The developer's attorney noted that the Senate is looking at an initiative that would repeal the State prevailing wages for projects by the State and Universities. If the Senate does not act in 45 days it goes on the ballot. This development would be contractually bound by the agreement. Mr. Ferguson assures the Council that no matter what happens with the legislation, he agrees to the agreement presented to them.

Council Member Wood passed the gavel at 8:12 p.m. and stepped away from the meeting.

The Committee went through the Local Labor Agreement dated June 4, 2018.

Council Member Washington passed the gavel at 8:14 p.m. when Council Member Wood returned to the meeting.

Council Member Spadafore asked that the newest language be made part of the development agreement. Mr. Trezise concurred it would more than likely be another Exhibit. Council Member Jackson inquired into the specifics on what steps they have in place if they hire non-local labor. Mr. Trezise informed them that the Administration will put together the criteria. Council President Wood asked if there were issues if the Council can revoke the incentive. Mr. Smiertka noted it would depend on the incentive, and there is an ability to recommend revocation. Beyond on that this agreement has default provisions.

Council Member Dunbar stepped away from the meeting at 8:21 p.m.

Council Member Garza referenced the definition in the Local Labor Agreement that defined local labor as “employees whose permanent home address is within the City’s boundaries”, asking if once that is utilized can they reach outside the region. Mr. Trezise stated it could be done but the developer would have to follow all the steps documenting it. Council Member Jackson asked if the “local labor” was the company itself in the boundaries of the employees of that company. Mr. Trezise noted it was hiring of the employees.

Council Member Dunbar returned to the meeting at 8:25 p.m.

Mr. Smiertka pointed out that in 5.9 on page 13 notes a 50 mile radius from Lansing, and the recent Local Labor Agreement and the development agreement will be meshed to address the concerns.

Council Member Washington stepped away from the meeting at 8:29 p.m.

Council President Wood referred to 5.7 which stated no existing business can move to the location, how the developer was proposing to have those businesses. Mr. Stralkowski noted they were hoping to have them open a second location there not relocate.

Council Member Washington returned to the meeting at 8:31 p.m.

Page 14
Council President Wood referred to 6.3 which stated progress reports are to be made quarterly to the City, and asked they be made to Council. Council Member Spitzley noted 6.2 spoke to completion, and inquired into an estimated timeline. Mr. Smiertka stated it is later in the document. Council Member Garza asked about the safety standards referenced in 6.4. Mr. Ferguson stated those standards are a given and will be followed.
Page 15
Council Member Jackson asked if the Brownfield goal is to mitigate the City risk, and if once it is built if they will then know the revenue side. He added that 7.3.1. notes the bond not to exceed $10.7 million. Council President Wood added a question if the developer was responsible to build the roads and sewer. Mr. Stralkowski stated yes, and the City letter of intent has the process, and will cover the cost of an oversight consultant. Council Member Spadafore asked if the growth is faster than and the cost is lower, is the maximum 20 years. Mr. Trezise noted the maximum is 30 years, and if all items come in better, and pay off bonds faster, the City can cancel out the tax capture sooner.

Council Member Spadafore stepped away from the meeting at 8:42 p.m.

Council Member Hussain questioned the spending of $921,000 for pocket park and $515,000 for an amphitheater. Mr. Helzer stated those were suggestions from the public input on the first agreement. A development this size requires a lot of public activity. Mr. Stralkowksi assured them they will not be private areas but public.

Council Member Spadafore returned to the meeting at 8:47 p.m.

Council Member Washington asked how the City will get paid back before the developer. Mr. Lefler detailed that first the Brownfield is a 30 year capture, and if the growth is greater than projected then can be paid off faster. The MEDC is paid first by statue, then LBRA and LSRRF then the City. The estimated dollars for the 5% admin fee would be $1.72 million over 30 years, the local fund $1.72 million, the State 3 mills is $3.79 million. The debt service will take 30 years, at $700,000 a year. It will first go into the City debt service, then the next obligation which is the retain obligation fund.

Council Member Spitzley stepped away from the meeting at 8:58 p.m.

Council Member Jackson asked if, using their example, if there was a scenario where revenue will increase to make payments less than 30 years. Mr. Lefler noted it there is not because they are not sure of the new numbers under the development plan. About a year's worth of debt service can go back to the LBRA. He added that the developer is never reimbursed for the full funds.

Council Member Spitzley returned to the meeting at 9:00 p.m.
Page 18
Council President Wood inquired into the details of 7.3.7.

Council Member Jackson stepped away from the meeting at 9:04 p.m.

Mr. Willobee stated it embodies it if they get tax exempt use and bonds, they will still have to pay. The City bonds will be issued on a tax exempt basis, so they want to make sure they keep everything. Once they get the Brownfield plan, and based on the projections, that will set the floor. The developer will enter into an agreement, and the Brownfield only works on the projection.

Council Member Jackson returned to the meeting at 9:07 p.m.

Page 19
Law was asked if all the clauses in the document satisfy good standards for the City. Mr. Smiertka stated they are standard default provisions and reflects back, if the developer does not do something, there is a default remedy.
Page 20
8.7 reflect back to an earlier question on the timeliness of a construction schedule.
Page 21-22
12.3 have a typo that should be corrected in the last line from "Counsel" to "Council". Council Member Spitzley asked if in 12.4 the November 2014 is significant any more. Mr. Smiertka noted that were personal guarantees in 2014 that are no longer in this agreement.
Page 24
Under 12.17, Mr. Smiertka assured the Committee that even though the LLC is registered in Delaware, the Law is Michigan.

Council Member Jackson asked if Council will receive an addendum after they approve it if there are any changes. Mr. Trezise stated non-substantive changes are done Administrative.

Council Member Spitzley asked that Council also be notified. Mr. Smiertka noted that some changes such as the bonding, finance provisions, etc. will.

Council President Wood asked Law if the new proposed revisions would require a new "30 Days on File" time period. Mr. Smiertka confirmed the revisions were not that significant to call for a refiling. Council Member Washington asked for a clean copy of the development agreement before Monday, June 11th. Mr. Willobee stated they could provide a clean copy and a red-line copy by Friday. Council President Wood then stated the Council will set the public hearing on June 11th for June 25th, and encourage Council to submit any additional questions they may have to LEAP or the Administration.

ADJOURN

The meeting was adjourned 9:21 p.m.
Respectfully Submitted by,
Sherrie Boak, Recording Secretary
Lansing City Council
Approved by the Committee on

Hometown People. Hometown Power.℠

Richard R. Peffley
General Manager
517-702-6006

March 12, 2018

City Council Members,

BWL customers want reliable power, first and foremost, and substantially cleaner power delivered at affordable rates, and that's precisely what our Lansing Energy Tomorrow plan delivers. The BWL Strategic Plan commits to provide customers 30 percent clean energy by the end of 2020 and 40 percent clean energy by 2030, and 80 percent reduction in carbon emissions by the end of 2025 when our last coal-fired power plant retires.

In fact, Lansing Energy Tomorrow will make the BWL Michigan's cleanest electric utility while improving our ability to keep the power on and restore power faster when necessary, while improving our ability to deliver reliable power at rates that remain competitive.

An EPIC MRA survey of 400 residential and 300 business customers of the BWL found strong support for replacing coal generation with a balanced energy mix that would include a cleaner natural gas-powered plant and more renewable energy sources like solar and wind, and for boosting programs and technologies that improve energy conservation and efficiency.

We respect and applaud those who are calling for a future of cleaner electric power. The BWL's support for a cleaner energy future is demonstrated clearly and strongly in our move to end our use of coal, reduce greenhouse gases by 80 percent and become the state's cleanest electric provider.

We are very uncomfortable designing Lansing's energy future entirely on unproven, future clean energy technologies or intermittent renewables. These technologies, at best, would drive rates substantially higher for our customers and at worst fail and threaten our mission to provide safe, reliable and affordable power.

Our customers have told us repeatedly they want a BWL that is reliable and affordable, and that's what Lansing Energy Tomorrow delivers. In the aforementioned survey, 77 percent of business and 82 percent of residential customers oppose the BWL buying power from the interstate power grid instead of creating new reliable affordable local energy sources.

- Lansing Energy Tomorrow is scalable, meaning we can do things in the future to increase our renewable sources if all the hopes and possibilities of new technologies become real. We strongly believe that's a much wiser way to manage our ratepayers' dollars.
- We are moving forward with to become Michigan's cleanest electric utility, at rates we forecast to be affordable to our customers. If we can do more with renewables in the future, we will have the ability to do so and we will.
- We held more than a year of public hearings on Lansing Energy Tomorrow. During that entire process, which was covered by local news media and attended by dozens and dozens of local citizens and experts, we were told to deliver an energy future that is reliable, affordable and cleaner, and that's exactly what we're doing with Lansing Energy Tomorrow.

Richard R. Peffley
General Manager
517-702-6006

- We already know we must raise rates on our customers to support a future energy delivery plan that's proven to be more reliable and substantially cleaner. It's simply unwise management and contrary to our mission to raise rates even more for a future energy delivery plan that is based on unproven and what-if-technologies.

I believe in BWL's clean energy plan the and whole-heartedly support moving this company to become the utility of the future I know we can be.

Sincerely,

Dick Peffley
BWL General Manager

New power poles appearing on the west side of Lansing and extending into Delta township are part of the Lansing Energy Tomorrow program and serve multiple purposes. First, they are needed to remove the Eckert coal fired power plant from service in 2020. For 60 years, the Eckert plant has served as the center for energy production and reliability in Lansing's downtown and surrounding residential areas. Because Eckert played a major role in ensuring electric reliability in Lansing, the BWL's transmission system must be expanded and upgraded to ensure electric reliability can be maintained with Eckert's retirement. This is the first major electric transmission line constructed by the BWL in over 35 years. You can learn more about the Lansing Energy Tomorrow initiative at lansingenergytomorrow.com.

The new transmission line will also allow the BWL to replace part of the coal-fired Eckert Power Station's energy production with clean, renewable energy options. For example, the BWL's Delta solar project will be producing electricity for the Lansing area later this spring. The new transmission line will allow the BWL to bring in this power and distribute it throughout its service territory. The BWL also has power purchase agreements for wind energy in Gratiot and Tuscola counties. The new transmission line will also allow electricity from these facilities to be imported into the BWL's service territory. These solar and wind installations were recommended by a Citizen Review Committee as part of the replacement for Eckert's operation.

The transmission line connects BWL's Erickson substation (Canal / Millet) with BWL's Willow substation (Willow / Sunset). The project is scheduled for completion in July of 2018.

Hope all is well. I am getting many questions pertaining to these structures that are being built up and down old Lansing Road and beyond. I am hoping that you might be able to give me a quick summary of what these are, what they are for, and where they are being built.

INTRODUCTION OF ORDINANCE

________ introduced:

An Ordinance of the City of Lansing, Michigan, to repeal Chapter 810, Section 810.21 of the Codified Ordinances, to eliminate the Cable Advisory Board and its duties and functions

The Ordinance is referred to the ___________

RESOLUTION SETTING PUBLIC HEARING
BY __________

RESOLVED BY THE CITY COUNCIL, CITY OF LANSING, that a public hearing be set for ______ at 7:00 p.m. in the City Council Chambers, 10th Floor Lansing City Hall, 124 W. Michigan Ave., Lansing, MI for the purpose of considering An Ordinance of the City of Lansing, Michigan, to repeal Chapter 810, Section 810.21 of the Codified Ordinances, to eliminate the Cable Advisory Board and its duties and functions.

Interested Persons are invited to attend this Public Hearing

DRAFT #1
APRIL 25, 2018

ORDINANCE NO. ___________

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO REPEAL CHAPTER 810, SECTION 810.21 OF THE CODIFIED ORDINANCES, TO ELIMINATE THE CABLE ADVISORY BOARD AND ITS DUTIES AND FUNCTIONS.

THE CITY OF LANSING ORDAINS:

Section 1. That Chapter 810, Section 810.21, of the Codified Ordinances of the City of Lansing, Michigan, be and hereby is repealed in its entirety and shall be null and void and of no effect.

Section 2. All ordinances, resolutions or rules, parts of ordinances, resolutions or rules inconsistent with the provisions hereof are hereby repealed in their entirety and shall be null and void and of no effect.

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

Section 4. This ordinance repeal shall take effect on the 30th day after enactment, unless given immediate effect by City Council.

Approved as to form:

____
City Attorney

Dated: ______________________________

BY THE LANSING PARK BOARD
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the mission of Fenner Nature Center is to connect people to nature in the heart of Lansing through conservation, education, and stewardship; and

WHEREAS, the mission of Fenner Conservancy is to support the mission of Fenner Nature Center by providing leadership, oversight, and support to the nature/environmental programming staff of Fenner Nature Center. Fenner Conservancy will accomplish its mission through an organized structure of volunteers, fundraising efforts, and collaboration with the City of Lansing, community groups, and entities; and

WHEREAS, the City of Lansing shares these missions; and

WHEREAS the City of Lansing desires to enter into an agreement with Fenner Conservancy regarding the maintenance of Fenner Nature Center, a public park; and

WHEREAS the City of Lansing shall at all times continue to own the premises and all improvements therein;

WHEREAS the City of Lansing agrees to provide operational funding to Fenner Conservancy in a cash amount of $30,000 paid on July 1, 2018 and $25,000 paid on July 1, 2019;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council hereby approves the license agreement between the City of Lansing and Fenner Conservancy regarding operation of Fenner Nature Center subject to the following conditions:

1. The City of Lansing, in consideration of the covenants and agreements specified to be kept by Fenner Conservancy, grants to Fenner Conservancy a non-exclusive license and permit to the area described in the license agreement.

2. Fenner Conservancy shall be entitled to conduct workshops, classes, nature walks, and other activities promoting outdoor recreation and nature/environmental education, as well as volunteer work days to improve the physical condition of the park. All programs are to be conducted in accordance with current practices consistent with Fenner's mission. All programs to be offered are subject to prior approval by the City Director of Parks and Recreation. Additional use consistent with outdoor nature /environmental recreation, which were not explicitly stated in the License Agreement, shall be subject to prior approval of the City Director of Parks and Recreation.

3. Fenner Conservancy shall provide and coordinate significant community outreach, as described in the License Agreement, and shall provide an

annual report to the City of Lansing regarding community outreach activities.

4. The City of Lansing shall be responsible for all reasonable water, electricity, and gas services used on the premises. The City of Lansing shall be responsible for all park, building, and forestry maintenance and repairs at its sole and absolute discretion, including snow removal. All other utility and custodial expenses shall be paid as denoted in the licensing agreement.

5. Fenner Conservancy shall open to the public and staff the Visitor Center a minimum of 24 hours per week, including at least 4 hours on weekends.

BE IT FINALLY RESOLVED that the terms of the License Agreement shall be for 25 years, commencing on February 1, 2018 and expiring on February 1, 2043, unless the license agreement is terminated pursuant to the terms of the agreement prior to stated expiration date. The term shall have an option of a 1-year extension, pursuant to the terms of the license agreement

LICENSE
BETWEEN THE CITY OF LANSING
AND
FENNER CONSERVANCY
FOR OPERATION OF
FENNER NATURE CENTER

THIS LICENSE AGREEMENT ("License") made this 1st day of February, 2018, by and between THE CITY OF LANSING ("City"), a Michigan municipal corporation, whose address is 124 W. Michigan Avenue, Lansing, Michigan 48933 ("Licensor") and **FENNER CONSERVANCY**, a Michigan not-for-profit corporation, whose address is 2020 E. Mt. Hope Avenue, Lansing, Michigan 48910 ("Licensee"), hereby agree as follows:

RECITALS

WHEREAS, the mission of Fenner Nature Center is to connect people to nature in the heart of Lansing through conservation, education, and stewardship; and

WHEREAS, the mission of Fenner Conservancy is to support the mission of Fenner Nature Center by providing leadership, oversight and support to the nature/environmental programming staff of Fenner Nature Center. Fenner Conservancy will accomplish its mission through an organized structure of volunteers, fundraising efforts and collaboration with the City of Lansing, community groups and entities; and

WHEREAS, the City of Lansing shares these missions; and

WHEREAS, the parties desire to enter into this License to facilitate the mutual goals of the parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **GRANT OF LICENSE**. Licensor, in consideration of the covenants and agreements herein specified to be kept by the Licensee, hereby grants to Licensee a non-exclusive license and permit to use the following described premises situated and being in the City of Lansing, County of Ingham and State of Michigan, including the Fenner Visitor Center, associated trails and buildings located thereon, to wit:

Starting at the Northwest corner of Section 26, which point is also the common corner of Sections 22, 23, 26, and 27, and is marked by a marble monument underlain by a concrete post lying at the intersection of the center-lines of Mt. Hope Avenue and Aurelius Road, in T4N, R2W, Lansing Township, Ingham County, Michigan,

Thence Eastward along the center-line of Mt. Hope Avenue for a distance of approximately 1433 feet to a point lying 33 feet North of a point 5 feet West of the center of the Westerly of two galvanized steel drive-gate posts set in concrete, said point in the center of Mt. Hope Avenue being 201 feet, more or less, in a direction about North 51 ° West from the center of the permanent bronze tablet marked Sta. 1, Elev. 842.58, Scott Turner, 1937, which tablet is set in a reinforced concrete post extending 3 feet into the ground, thence Southerly at a right angle for a distance of 660 feet, thence East at a right angle for 660 feet, thence North at a right angle for 660 feet, to the center-line of Mt. Hope Avenue, thence East along that center-line to the North quarter-post of Section 26, a distance of 541 feet, more or less, thence South toward the center of Section 26 for 1980 feet along the West line of Evergreen Cemetery, thence West for 1320 feet, thence South for 660 feet to the center line of Forest Avenue, thence West for 660 feet, more or less, along said center-line toward the West quarter post of Section 26, thence North for 660 feet, thence West for 660 feet to the centerline of Aurelius Road, thence North for 1980 feet along that center-line to the point of beginning, the intention being to thus convey all the land lying in the Northwest quarter of Section 26 with the exception of the South half of the Southeast quarter, the Southwest quarter of the Southwest quarter, and a fourth square area containing 10 acres, measuring 660 feet on a side, the North line of which lies on the center-line of Mt. Hope Avenue and extends thereon for a distance of 660 feet, the parcel herein conveyed containing an area of 120 acres, more or less.

AND

A parcel of land described as: Beginning at a point in the East Mt. Hope Avenue approximately 1,433.5 feet East of the Northwest corner of said Section 26; thence South 660 feet; thence East 660 feet; thence North 660 feet; thence West 660 feet to place of beginning; being a part of the Northeast 1/4 of the Northwest 1/4 of Section 26, T4N, R2W, City of Lansing, Ingham County, Michigan.

(hereinafter, the "Premises") to be occupied and used for the sole purpose of promoting outdoor recreation and nature education programs and subject to the limitations and requirements contained herein. The Director or any City employee may enter and inspect the Premises at any time.

2. **USE OF PREMISES.** Licensee shall be entitled to conduct workshops, classes, nature walks and other activities promoting outdoor recreation and nature/environmental education, as well as volunteer work days to improve the physical condition of the park. All programs, including community outreach programs in Paragraph 5, are to be conducted in accordance with current practices and consistent with Fenner's mission. All programs to be offered are subject to prior approval by the City Director of Parks and Recreation (referred to herein as the "Director"). Additional uses consistent with outdoor nature/environmental recreation, which are not explicitly stated in this License, are also subject to prior approval of the Director.

3. **TERM OF LICENSE AND LICENSE FEE.** The term of this License shall be for 25 years, commencing on February 1, 2018, and expiring on February 1, 2043, except as defined in section 6, or unless terminated or ended as otherwise set forth herein. Licensee shall pay the Licensor the sum of One Dollar ($1.00) in consideration for this License Agreement. The term may be renewed for one (1) year by the parties' by written agreement at least fourteen (14)

days in advance of expiration. Payment of each year shall always be due on the first day of the extended license.

4. **CITY OWNERSHIP** The City will at all times continue to own the Premises and all improvements thereon.

5. **COMMUNITY OUTREACH.** In further consideration for this License Agreement, Licensee shall provide and coordinate significant community outreach in outdoor nature programming for the benefit of the citizens of Lansing and the surrounding area. Programming options shall include, but not limited to:

a) Workshops and classes on outdoor nature/environmental education
b) Conducting outdoor nature walks and interpretative studies
c) Outreach classroom visits in the Lansing School District and onsite school tours of the facility
d) Youth Summer Nature Day Camps
e) Conducting one or more major festival(s) annually.

Licensee shall provide, on an annual basis, a report to the Licensor community outreach activities provided pursuant to this section.

6. **LICENSOR'S SUPPORT OF OPERATIONS.** Licensor agrees to provide operational funding to Licensee in a cash amount *with a payment schedule to be distributed as follows:*

$30,000.00 – Paid July 1, 2018
$25,000.00 – Paid July 1, 2019

All paid staff will be employees of the Licensee. Licensor support will be reviewed every three years beginning on July 1, 2019, and every three (3) years after that date on July 1. The amount of Licensor support is subject to Licensee availability of funds and may be modified by written stipulation of Licensor and Licensee.

7. **UTILITY COST, CUSTODIAL EXPENSES AND PARK MAINTENANCE.** Licensor shall be responsible for all reasonable water, electricity and gas services used on the Premises. Licensor shall be responsible for all park, building and forestry maintenance and repairs at its sole and absolute discretion, including the plowing of snow from all parking areas and paved trails. Licensee shall keep the Premises clean and orderly and all trash kept inside and out of view until the designated pick-up day(s). Licensee shall be responsible for all reasonable custodial services on the Premises. Licensor will provide janitorial supplies and floor waxing services. The Licensor shall pick up trash, so long as it is bagged and placed in designated Licensor owned barrels on the designated days. Licensor shall not be required to pick up any hazardous waste, as defined below. Licensee shall be responsible for the care and maintenance of animals at the Visitor Center. Licensee shall be responsible for routine inspection of the Premises, including the recreational trails, to notify Licensor of impending safety issues and

repairs. Licensor and Licensee shall meet annually to discuss capital improvements to the Premises.

8. **INSTALLATION OF ELECTRONIC EQUIPMENT OR OTHER IMPROVEMENTS.** Licensor shall be responsible for the costs of installing telephone lines, computer cables, and any other changes to the electrical system needed for additional equipment within the Visitor Center as determined to be necessary by the Director. All additional telephone lines, computer cables and other electrical system needs of the Licensee will be at the sole expense of the Licensee. No changes to the building may be made without the prior written approval of the Director at the Director's sole and absolute discretion.

9. **POLICING.** Lansing Police or any other police agency with jurisdiction may patrol the Premises at any time.

10. **HOURS OF OPERATION.** Licensor requires the Visitor Center to be staffed and open to the general public a minimum of 24 hours per week, including at least four (4) hours on weekends. Licensee may determine the hours of operation and publicize such hours in advertisements and signs, both subject to the prior approval of the Director. The hours of operation and signage shall be in accordance with Lansing Ordinances.

11. **PROGRAM FEES.** Licensee may only charge participants in programs reasonable fees subject to the approval of the Director. Licensee will have full control of those revenues received from all educational and recreation programs, major festivals, facility rentals and special fundraising activities. Licensee agrees that all monies generated by its operations shall be used to continue to operate and improve Fenner Nature Center. This does not preclude the Licensee from maintaining savings accounts, special services accounts, certificates of deposit or an endowment fund.

12. **TAXES.** Licensee agrees to pay any and all sales, use or other taxes that may be legally due and owing to any governmental agency as a result of its operation of Fenner Nature Center or occupation of the premises.

13. **ACCOUNTING.** For the purpose of ascertaining revenues and expenditures, Licensee agrees to maintain records showing all income, expenditures and other receipts with respect to the Licensee's operations at Fenner Nature Center. Licensor shall have the right to examine the records at any time. Licensee further agrees to meet the Director and/or his or her designated representatives at any time requested by the Director, but at least once a calendar year, for the purpose of jointly evaluating the operation of Fenner Nature Center and programming pursuant to the License. Licensee shall further provide to the Licensor an annual verification or certification status as a Michigan Non-Profit Organization. Licensee will provide an annual report to the Licensor and include financial reporting of revenues, expenditures and programming reviews.

14. **VENDING MACHINES.** Licensee may provide vending machines for their participants, subject to the prior approval of the Director at his or her sole and absolute discretion.

15. **ALCOHOL AND TOBACCO USE.** Because the Fenner Nature Center is a facility for use by individuals of all ages, participants and observers shall abide by all laws, including city ordinances, regulating the use of tobacco and alcoholic beverages. Persons who refuse to cooperate may be removed by officials or any police agency. Licensor retains the right to all alcohol and tobacco to be used or served in all other parts of the park.

16. **NON-ASSIGNABILITY.** Licensee's privilege to use the Premises shall be solely in connection with this License and Licensee shall not transfer or assign this License or any rights hereunder. This license is non-assignable.

17. **CONSTRUCTION, IMPROVEMENTS AND REPAIRS.** Any and all construction or other work to be performed on or about the Premises shall not occur without the prior written consent of the Director at his or her sole and absolute discretion, following discussion with the Licensee. Any approved construction work shall be performed in a safe, proper and workmanlike manner and as expeditiously as possible so as to minimize any interference with the use of the Premises and its surrounding environs and in such a manner so as to not interfere with the use and operation of any utilities, except as mutually agreed by the parties, that may be located within the Premises.

18. **SIGNS.** Licensee shall not install or place any permanent signs on the Premises without the prior written consent of the Licensor by its Director at his or her sole and absolute discretion. Signs must be in accordance with applicable City ordinances.

19. **CAPITAL EXPENSES.** The Licensor shall be responsible for long term capital costs to the facilities located on the Premises at its sole and absolute discretion.

20. **FIRE OR OTHER LOSS.** Licensor shall not be responsible or liable to Licensee, or anyone else, for any fire, theft or damage to the Premises or any property located, kept or stored on the Premises, or any loss or damage to property that may be occasioned by or through the acts or omissions of the Licensee, its employees, agents, officers, business invitees or any other person; or any of their heirs, representatives, agents or assigns, whether that property be owned by the Licensor or the Licensee. Licensee shall give immediate written notice to the Licensor in case of fire, damage or accidents at or to the Premises.

21. **USE OF SEWERS.** Licensee shall not use, deposit or discharge any material, debris or goods down any drains or sewers that in any way may cause or result in blockage or obstruction of normal sewer activities.

22. **NO WARRANTIES.** Licensee has inspected the Premises and accepts the Premises "as is" and "where is" and without warranties or representations regarding the condition or quality of the Premises; or its suitability for Licensee's proposed use, have been made by the Licensor.

23. **MUTUAL AUTHORSHIP.** This License shall be deemed to have been mutually authored by the parties.

24. **COMPLIANCE WITH LAW.** Licensee shall comply with all laws, rules, ordinances and regulations which are now or may hereafter be made effective by the United States or its agencies or the State of Michigan, or any other governmental or governing body, including the City of Lansing, which may now or hereafter have jurisdiction over the parties and subject matter of this License. Licensee shall comply with all permit requirements (including building permits) of Licensor. Licensee shall comply with all park rules.

25. **HAZARDOUS MATERIALS.** Licensee shall not, in any event, manufacture or produce any hazardous material. Nor shall Licensee allow any other person or entity to do so. Licensee shall be granted limited quantity storage so long as it is in a controlled access storage building and held in small quantities. Licensee shall be permitted to discharge materials used for land management purposes only. Licensee shall comply with all local, state and federal laws, ordinances or regulations relating to Hazardous Materials and above ground and underground storage tanks on, in, or about the licensed Premises. "Hazardous Materials" shall mean any flammable explosives, radioactive materials, hazardous wastes, injuries substance, toxic substances or related materials, including without limitation any substance defined as or included in the definition of hazardous substance, hazardous wastes, hazardous materials, toxic substances, contaminants or pollutants under any applicable federal or state law or regulation.

26. **INSURANCE.** Licensee and Licensor shall maintain insurance as required below in this section. The insurance policies shall be written by an insurance company authorized to do business in the State of Michigan. Licensee's certificate of insurance shall be filed with the City Clerk of the City of Lansing, subject to prior approval as to form only by the Lansing City Attorney.

Licensor's Property Coverage:
During the time of this License, the Licensor shall, at the Licensor's sole cost, procure property insurance insuring the Premises, including all improvements, for their full replacement value.

Licensor's Public Liability Coverage:
Licensor shall, at its sole cost, provide and maintain during the life of this License standard public liability insurance in the amount of Five Hundred Thousand Dollars ($500,000.00) for all damages arising out of bodily injury to, or death of, one person and subject to that limit per person, a total limit of One Million Dollars ($1,000,000.00) for all damages arising out of bodily injuries to, or death of two or more persons in any one occurrence; standard property damage liability insurance in the amount of One Hundred Thousand Dollars ($100,000.00) for all damages arising out of injury to or destruction of property in any one occurrence due to acts or omissions of Licensor.

Licensee's Personal Property Coverage:
Licensee shall, at Licensee's sole cost, procure insurance for its own personal property located on the premises, including Gift Shop inventory.

Licensee's Public Liability Coverage:

Licensee shall, at its sole cost, provide and maintain during the life of this License standard public liability insurance in the amount of Five Hundred Thousand Dollars ($500,000.00) for all damages arising out of bodily injury to, or death of, one person and subject to that limit per person, a total limit of One Million Dollars ($1,000,000.00) for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence; standard property damage liability insurance in the amount of Two Hundred Thousand Dollars ($200,000.00) for all damages arising out of injury to or destruction of property in any one occurrence due to acts or omissions of Licensee. Licensor shall be an additional named insured on this policy.

Nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Licensor or its employees by statute or court decisions. Nothing herein creates any rights in third parties.

27. **INDEMNIFICATION.** Licensee shall be solely responsible for and shall indemnify, defend and hold harmless the City of Lansing, its officers, agents, and employees from and against any and all claims, suits, damages, losses and all other liabilities whatsoever, including related expenses and actual attorney's fees, for or on account of injuries to or death of any person, including but not limited to employees of the city and/or loss of or damage to the licensed Premises, including but not limited to the property of the city, in any way sustained or alleged to have been sustained, directly or indirectly, by reason of or in connection with the acts or omissions of Licensee, its employees, agents, officers, invitees, or students involved in programs at the Premises including without limitations:

a. The use and maintenance of the Premises by Licensee, its employees, invitees, students, agents or officers, or anyone else who is an authorized user of the Premises;
b. The presence of Licensee, its employees, invitees, agents, officers, or students who are authorized users of the Premises;
c. Licensee's breach of any of the terms or conditions of this license;
d. Licensee's release on or contamination of the Premises, during the time this license is in effect, by any hazardous waste, environmental toxin or underground tank, as broadly defined by federal, state or local law; whether such claims, suits, damages, losses and liabilities are based upon or result in part from the active or passive negligence of Licensor, its employees, agents or officers provided, however, that the foregoing shall not be construed to be an agreement to indemnify the City against liability for damages caused by or resulting from the negligence of the City, its agents, employees or officials, under circumstances whereby said agreement would be in violation of Michigan Public Act 1966 No.165, Sect ion 1 (MCL 691.991), if applicable, it being the intent of the foregoing Section to absolve and protect the City, its agents, employees and/or officials from and to indemnify the City against any and all liability and loss by reason of the Licensee's use of the Premises.

The indemnification provided herein shall not apply to amounts recovered by the City of Lansing from any third party and/or insurance policy by or on behalf the Licensee or City of Lansing in respect of the related loss. Notwithstanding any other provisions of this License Agreement, it is the intention of the parties that no insurer or any other third party shall be (i) entitled to a benefit it would not be entitled to receive in the absence of the foregoing indemnification provisions, or (ii) relieved of the responsibility to pay any claims for which it is obligated. If the City of Lansing has received the payment from the Licensee pursuant to this Indemnification Clause and later receives insurance proceeds or other amounts in respect to such indemnifiable loss, then the City of Lansing shall hold such insurance proceeds or other amounts in trust for the benefit of the Licensee and shall pay to the Licensee, as promptly as practicable after receipt, a sum equal to the amount of such insurance proceeds or other amounts received, up to the aggregate amount of any payments received from the Licensee pursuant to this paragraph in respect of such indemnifiable loss.

28. **DISREGARDING TITLES.** The titles of the sections set forth in this License Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this License.

29. **SURRENDER OF PREMISES ON TERMINATION FOR ANY REASON.** Licensee shall peaceably surrender the Premises to the Licensor at the expiration or termination of this License clean and in the same condition as at the commencement date, excepting normal wear and tear.

30. **NON-DISCRIMINATION.** Licensee shall not discriminate in the hiring of any employees or contractors, or in its use of the Premises, directly or indirectly on the basis of age, race, color, religion, national origin, sex, height, weight, disability, familial relationship, political orientation or any other illegal basis.

31. **NOTICES.** All notices under this License Agreement shall be writing and be sent by certified mail addressed to the respective party at the address indicated below or at such other address as the parties shall designate in writing. A change in address may be effected by a certified letter sent by either party to the other. Notices shall be deemed to have been given when mailed, as evidenced by receipt for said mailing. In the alternative, notice may be given by personal service on the party and is deemed given when served.

If to Licensor:

Director of Parks and Recreation
200 North Foster Avenue
Lansing, MI 48912

with copy to:

Lansing City Attorney
124 West Michigan Avenue
City Hall, 5th Floor
Lansing, MI 48933

If to Licensee:

Fenner Conservancy
Attention: President
2020 E. Mount Hope Ave
Lansing, MI 48910

32. **RENEWAL AND TERMINATION.** Except as provided in this Section, this License shall be in effect from the date it is executed until expiration as set forth in Paragraph 3.

a. This License may be renewed for up to an additional one (1) year if both parties agree, in writing, at least fourteen (14) days prior to expiration. In the event they do not agree to renew, it shall expire on the designated date.

b. Licensee acknowledges the Premises is part of the City of Lansing public park and, therefore, if the City, in its sole and unreviewable discretion, determines the Premises are needed for a public park purpose, or that the use by the Licensee in any way conflicts with or restricts the use of the adjoining park premises for its public park purpose, the City may terminate this License upon thirty (30) days written notice.

c. If the Licensor determines at its sole and unreviewable discretion that the Licensee has failed to provide or perform the services agreed to in this License Agreement, Licensor may terminate this License Agreement upon thirty (30) days written notice.

d. This License will terminate without action of the parties upon the happening of one or more of the following:

1. The expiration of the License term without a written extension of the License;

2. The non-use of the licensed Premises by Licensee for the stated purpose for a continuous THREE (3) month period.

33. **PARKS AND RECREATION DEPARTMENT RULES.** The Licensee hereby agrees to abide by all of the rules and regulations of the City of Lansing's Parks Department.

34. **WHOLE AGREEMENT.** This agreement constitutes the sole and only agreement of the parties and supersedes any prior understanding or written or oral agreement between the parties respecting the within subject matter. Nothing in this License Agreement creates any rights in third parties. Nothing in this License Agreement creates an agency or employment relationship between the parties.

35. **AMENDMENTS IN WRITING.** No amendment, modification or alteration of the terms contained in this Agreement shall be binding unless the same are in writing, dated subsequent to the dates hereof and duly executed by the parties to this License Agreement.

36. **NON-WAIVER.** No waiver by the parties of any default or breach of any term, condition or covenant of this agreement shall be deemed to be a waiver of any other breach of the same or any other term, conditions or covenant.

37. **GOVERNING LAW.** This License shall be governed by and interpreted in accordance with the laws of the State of Michigan. In the event any provision of this License is in conflict with any statute or rule of any law in the State of Michigan or is otherwise unenforceable for any reason whatsoever, then that provision shall be deemed severable from or enforceable to the maximum extent permitted by law, as the case may be, and that provision shall not invalidate any other provision of this License. Venue for any action brought under this Agreement shall lie in Ingham County, Michigan.

38. **TIME IS OF THE ESSENCE.** Time is of the essence in all the Sections of this License.

39. **CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT.** The persons signing this License Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of said parties and that this License Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the parties hereto have caused this License to be executed by their authorized officers on this _____ day of February, 2018.

LICENSOR: CITY OF LANSING

BY: ______________________________ Andy Schor, Mayor

______________________________ Date

BY: ______________________________ Chris Swope, City Clerk

3/22/2018 Date

BY: ______________________________ Brett Kaschinske, Director

1/25/18 Date

LICENSEE: FENNER CONSERVANCY

BY: ______________________________ Peggy Roberts, President, Fenner Conservancy

1·25·2018 Date

Approved as to form only:

______________________________ City Attorney

1/23/2018 Date

Certification as to availability of funds:

______________________________ City Controller

______________________________ Date

Account #: 101-783837-743000-0