



AGENDA
Committee of the Whole
Monday, January 14, 2019 @ 5:00 p.m. (note time)
City Council Chambers, City Hall 10th Floor

Council Member Wood, Chairperson
Council Member Spadafore, Vice Chairperson

1. **Call to Order**
2. **Roll Call**

3. **Minutes**

- January 7, 2019

4. **Public Comment on Agenda Items (Up to 3 Minutes)**

5. **Discussion/Action:**

A.) RESOLUTION - Reappointments:

Cassie Alley; Elected Officers Compensation Commission; Term to Expire Oct. 1, 2024
Christine M. Zarkovich; Downtown Lansing Inc. Board; Term to Expire June 30, 2022

B.) PLACE ON FILE- Amendments to the Rules of Procedures for the Lansing Park Board

C.) RESOLUTION - Appointment; Stephen Young; Member of Elected Officers Compensation Commission; Term to Expire June 30, 2023

D.) RESOLUTION - Amend List of Outside Counsel to Include Harvey Kruse, PC

E.) RESOLUTION – Consideration of Sale of Property; Miller Road Center (6025 Curry Lane) to Capital Area Soccer League (CASL)

F.) RESOLUTION – Deficit Elimination Plan; Special Assessment Capital Project Fund

G.) RESOLUTION – Brownfield Assessment Grant Application

H.) RESOLUTION – Acceptance of the Deed to the Townsend Parking Ramp from the Lansing Building Authority

I.) RESOLUTION – Set Public Hearing; ACT-33; Real Estate Sale/Purchase Agreement; Townsend Parking Ramp

- Notification of Real Estate Purchase Agreement on File, City of Lansing and Michigan Senate, Townsend Parking Ramp located at 221 Townsend Street

6. **Other**

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

[illegible]

DRAFT



MINUTES **Committee of the Whole** **Monday, January 7, 2019 @ 5:30 p.m.** **City Council Chambers**

CALL TO ORDER

City Clerk Swope called the meeting called to order at 5:30 p.m.

PRESENT

Councilmember Kathie Dunbar
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
Chris Swope, City Clerk
Samantha Harkins, Mayor Executive Assistant
Jim Smiertka, City Attorney
Lisa Hagen, Assistant City Attorney
Elaine Womboldt
Loretta Stanaway
Harold Leeman, Jr.
Mary Reynolds
John Miles
Heather Sumner, Deputy Chief City Attorney

Approval of Minutes

MOTION BY COUNCILMEMBER WASHINGTON TO APPROVE THE MINUTES OF DECEMBER 10, 2018 AS PRESENTED. MOTION CARRIED 8-0.

Public Comment on Agenda Items

Ms. Womboldt acknowledged Council leadership from 2018 and spoke on the future leadership in 2019. She spoke in support of Council Members who supported the opposition to recent variances, and concluded with support of Council Member Wood and Hussain for leadership.

DRAFT

Ms. Stanaway supported comments by Ms. Womboldt.

Mr. Miles read a statement from Ms. Miles who could not be present.

Ms. Reynolds spoke in support of the Council in 2018.

DISCUSSION/ACTION

Election of Council President

MOTION BY COUNCIL MEMBER HUSSAIN TO NOMINATE COUNCIL MEMBER WOOD AS THE 2019 COUNCIL PRESIDENT.

Council Member Hussain then acknowledged Council Member Wood's leadership role in 2018, and commitments over the last four (4) years.

Councilmember Wood accepted the nomination for Council President.

No other nominations were made for Council President.

Council Member Dunbar outlined her history with the choosing of leadership, recapped past year's leadership decisions and reference to running for re-election during a year of leadership.

Council Member Jackson asked the Committee why one would take a leadership role when running for re-election when there are other capable colleagues to step into the President role. Council Member Washington stated she was the person who asked Council Member Wood to take the President leadership for a second year. She opined that there was no additional interest by other members who would be running for re-election and in 2018 she lead Council in a good direction.

Council Member Spitzley acknowledged she did not have an interest in leadership in 2019, and as being elected by the public all Council Members are leaders. She supported the institutional knowledge of Council Member Wood. Council Member Spitzley stated that there are others who have been on Council for many years, but concern with statements made that referenced some Council Members were not fit or prepared to be the leader in 2019 because everyone was elected by the residents of the City.

MOTION CARRIED 6-2.

Election of Council Vice President

MOTION BY COUNCILMEMBER DUNBAR TO NOMINATE COUNCILMEMBER SPADAFORE AS THE 2019 COUNCIL VICE PRESIDENT.

Councilmember Spadafore accepted the nomination for Council Vice President.

No other nominations were made for Council Vice President.

MOTION CARRIED 8-0.

ADJOURN

The meeting was adjourned at 5:50 p.m.

Respectfully Submitted by,

Sherrie Boak, Recording Secretary

Lansing City Council

Approved by the Committee on

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

WHEREAS, the Mayor made the reappointments to various Boards as stated below:

- Elected Officers Compensation Commission:
Cassie Alley as an At-Large Member for a term to expire October 1, 2024; and
- Downtown Lansing Inc.:
Christine M. Zarkovich as a Business Owner for a term to expire June 30, 2022;
and

WHEREAS, the Mayor's office has verified that the nominees has been vetted and meets the qualifications as required by the City Charter; and

WHEREAS, the Committee of the Whole met on January 14, 2019 and took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the reappointments to various Boards as stated below:

Elected Officers Compensation Commission:
Cassie Alley as an At-Large Member for a term to expire October 1, 2024;

Downtown Lansing Inc.:
Christine M. Zarkovich as a Business Owner for a term to expire June 30, 2022.



Chris Swope
Lansing City Clerk

December 7, 2018

President Wood and Council Members
124 W. Michigan Ave., 10th Floor
Lansing, MI 48933

Dear President Wood and Council Members:

Pursuant to Article 5, Section 5-105.8 of the Lansing City Charter, the attached Rules of Administrative Procedure for the Lansing Park Board have been approved as to form by the City Attorney and placed on file in my office.

The Charter stipulates that these rules will be effective at the conclusion of the Council meeting at which they are received unless the Council directs otherwise. The Charter further allows the Council to object to the rules in whole or in part and to return them to the board proposing their adoption with a statement of its objections and recommendations.

Sincerely,

Chris Swope, CMMC/MMC
Lansing City Clerk

PARK BOARD RULES OF PROCEDURE

The Park Board is composed of citizens of the City of Lansing appointed by the Mayor, and confirmed by City Council. The goal of the Park Board is to improve the general welfare of Lansing citizens through the services of the Parks and Recreation Department. The Board shall perform its function in accordance with provisions of Section 5-106 of the Lansing City Charter.

1. The Park Board shall annually organize at the first meeting in July by electing one of its members as President and another member as Vice-President. The elected officers shall hold their office for a period of one year. They may be re-elected at that time. The Director of the Parks and Recreation Department or his or her designee shall act as recorder for each meeting and shall prepare draft copies of the minutes for each meeting to be approved at the next meeting.
2. The President shall conduct the monthly meetings, and may appoint sub-committees and act as a representative or spokesperson for the Board with the approval of the Board. In the absence of the President, the Vice-President will perform the duties of the President.
3. A majority of the members serving on the Park Board shall constitute a quorum for the transaction of business and the taking of official actions at its meetings.
4. No official action shall be taken as to the adoption of a compressive master plan, any part of a comprehensive master plan, or to recommend the renaming of property to the city council without an affirmative vote of 2/3 of the members serving on the Park Board.
5. Any amendment to a motion is by majority vote of those present.
6. Whenever a quorum is not present at a regular or special meeting, those present may adjourn the meeting to another time or may meet for the purpose of accumulating and accepting public comments on such matters as are on the agenda. However, no official action(s) may be taken.
7. If a member is absent for more than three (3) unexcused absences annually, the member may be removed from the Board by an affirmative vote of 2/3 of the members serving on the Park Board, excluding that member.
8. The Park Board shall schedule at least one regular meeting each month, usually on the second Wednesday of the month. Meetings will normally begin at 6:30 p.m. and may be held at appropriate locations decided by the Board. The date, time, and location of each meeting shall be posted in accordance with the Michigan Open Meetings Act.
9. A special meeting may be called at any time by the President with notice to all members and public notification as required.
10. Robert's Rules of Order will be used to conduct meetings.
11. All meetings of the Park Board shall be open to the public. Those in attendance shall have the opportunity to speak on any issue related to parks and recreation services not otherwise on the agenda at the end of the meeting and may speak on any agenda issue during the meeting after park board members have had an opportunity to discuss the issue or prior to the board voting on the issue. The President may impose a time limit on public comments.
12. Minutes of all Board Meetings shall be filed in the office of the City Clerk as a matter of public record.
13. As outlined in the City Charter, the Board is responsible for preparation and submission of an annual report by December 1st evaluating the department. The Board shall also provide recommendations concerning the department's budget, including capital improvement proposals.

APPROVED AS TO FORM

Revised Rules of Procedure approved by the Park Board on November 14, 2018

Approved by Council _____

Nina K. Hogen
Asst. **CITY ATTORNEY**

From: gruhndC flyfsoxvfrp
Sent: IuJd|/Ghfnp eh#7/534;#B3;#BP
To: Sexp p hu#P dub|q
Subject: R qdjh#rup #/xep lwd#Dssdfdwlrq#ru#Dssrlwp hq#wr#Erdug#ru#Frpp lwlrq

Application for Appointment to Board or Commission

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

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

Appointees to every board, commission or committee must not be in default to the City at the time of taking office (Charter Section 2-103.2) and 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 public trust; or any felony (Charter Section 2-103.1).

(Section Break)

Date	12/14/2018
First Name	Stephen
Middle	Ellsworth
Last Name	Young
Other name(s) by which you have been known, including maiden names	Field not completed.
Date of Birth	
Address	2133 Moores River Drive
City	Lansing
State	Michigan
Zip Code	48910
Email	young.s@gcsionline.com

Gender	Male
Ward	4
Precinct	<i>Field not completed.</i>
Best phone number to contact you	
Last 4 digits of social security number	
In what year did you move to Lansing?	1973
Additional information regarding experience and credentials	Lived and worked in Lansing proper since mid-90's; Lived in Lansing area since 1974; Recently appointed by Governor Snyder to the Northern Michigan University Board of Trustees for a term beginning 1/1/2019
Occupational Background	<i>Field not completed.</i>
Educational Background	BA, Michigan State University, 1979
Please attach a resume if available	SYResume2018.pdf
First choice for board to serve on	Elected Officers Compensation Commission
Second choice of a board to serve on	<i>Field not completed.</i>
Third choice of a board to serve on	<i>Field not completed.</i>
Fourth choice of a board to serve on	<i>Field not completed.</i>
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	Lansing has been my home for years. I am in a position both professionally and personally to give back to the community that I have been a part of for so many years and would like to serve.
Qualifications and Eligibility – At this time,	<i>Field not completed.</i>

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
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

Stephen Young

Date & Time

12/14/2018 5:00 PM

Email not displaying correctly? [View it in your browser.](#)

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

WHEREAS, the Mayor made the appointment of Stephen E. Young of 2133 Moores River Drive, Lansing, MI 48910 as an At-Large Member of the Elected Officers Compensation Commission for a term to expire October 1, 2023; 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 January 14, 2019 and took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Stephen E. Young of 2133 Moores River Drive, Lansing, MI 48910 as an At-Large Member of the Elected Officers Compensation Commission for a term to expire October 1, 2023.

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

WHEREAS, the City Attorney has requested and recommends the appointment of Michael T. Small of Harvey Kruse, P.C. as special outside legal counsel to represent the City in connection with the matters of La Fille Gallery, LLC v. City of Lansing, et al., Case no. 18-513-CB, and Motorists Mutual Insurance Company v. City of Lansing, et al., Case no. 18-268-ND pending before the Ingham County Circuit Court.

THEREFORE, BE IT RESOLVED that Michael T. Small of Harvey Kruse, P.C. is hereby approved as legal counsel to represent the City in the matters of La Fille Gallery, LLC v. City of Lansing, et al., Case no. 18-513-CB, and Motorists Mutual Insurance Company v. City of Lansing, et al., Case no. 18-268-ND before the Ingham County Circuit Court.

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

WHEREAS, the City of Lansing is the owner of real property commonly known as the Miller Road Center (the "Property") located 6025 Curry Lane, Lansing, Michigan and legally described as: COM 198 FT N OF SE COR LOT 2, TH N 139 FT, W 165 FT, S 40 FT, E 16.5 FT, S 99 FT, E 148.5 FT TO BEG; SUPERVISORS PLAT NO 9 T3N R2W, CITY OF LANSING), INGHAM COUNTY, MICHIGAN; and

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

WHEREAS, the electors of the City of Lansing on the November 4, 2014 ballot voted and approved to sell the physical structure known as the Miller Road Center currently located on the parcel of property located at 6025 Curry Lane in Lansing; and

WHEREAS, the City published a Request for Proposal, RFP 19/032, to purchase the Miller Road Center on July 23, 2018 which generated three (3) proposals; and

WHEREAS, the proposal that was best able to comply with the terms of the Request for Proposal was received from Capital Area Soccer League whose address is 2875 Northwind Drive, Suite 123, East Lansing, Michigan, for purchase in the amount of One Hundred Twenty Five Thousand Dollars (\$125,000), subject to the terms of the Request for Proposal.

NOW, THEREFORE, BE IT RESOLVED that City Council approves of the sale of the Miller Road Center, legally described as:

COM 198 FT N OF SE COR LOT 2, TH N 139 FT, W 165 FT, S 40 FT, E 16.5 FT, S 99 FT, E 148.5 FT TO BEG; SUPERVISORS PLAT NO 9 T3N R2W, CITY OF LANSING), INGHAM COUNTY, MICHIGAN.

Tax Parcel ID: 33-01-05-04-477-002

to Capital Area Soccer League, for One Hundred Twenty Five Thousand Dollars (\$125,000), subject to the restrictions on transfer as set forth in Request for Proposal RFP 19/032.

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

BE IT FINALLY RESOLVED, any net proceeds from the sale of the Property will be used for improvements in the City of Lansing park and recreation system.

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

WHEREAS, the Michigan Department of Treasury, through Numbered Letter 2016-1, requires a deficit elimination plan for funds in which future property tax or special assessment revenue offset special assessment balances; and

WHEREAS, the City's Special Assessment Capital Project Fund ended fiscal year 2018 with a current year deficit of \$155,261 due amounts fronted by the City for special assessment rolls which are to be repaid through special assessments in future years;

NOW, THEREFORE, BE IT RESOLVED that the attached schedules are adopted as the City's Special Assessment Capital Project Fund deficit elimination plan for special assessment roll balances as of June 30, 2018.

City of Lansing Special Assessments Capital Projects Fund Deficit Elimination Plan
Fiscal Year 2018

Roll	Special Assessment Type	Special	Special	Special	Special	Special	Special	Special	Special	Special	Special	Special	Special	Special	Special	Special	Special	Special
		Assessment	Assessment	Assessment	Assessment	Assessment	Assessment	Assessment	Assessment	Assessment	Assessment	Assessment	Assessment	Assessment	Assessment	Assessment	Assessment	Assessment
		Revenue	Revenue	Revenue	Revenue	Revenue	Revenue	Revenue	Revenue	Revenue	Revenue	Revenue	Revenue	Revenue	Revenue	Revenue	Revenue	Revenue
		<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>	<u>FY 2030</u>	<u>FY 2031</u>	<u>FY 2032</u>	<u>FY 2033</u>	<u>FY 2034</u>	<u>FY 2035</u>
A367	Stormsewer/Curb & Gutter	\$ 586	\$ 452	\$ 386	\$ 386	\$ 386	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A368	Stormsewer/Curb & Gutter	296	296	296	292	-	-	-	-	-	-	-	-	-	-	-	-	-
A369	Stormsewer/Curb & Gutter	533	533	533	533	343	-	-	-	-	-	-	-	-	-	-	-	-
A394	Stormsewer/Curb & Gutter	3,633	3,633	3,633	3,633	3,633	3,633	3,633	614	-	-	-	-	-	-	-	-	-
A395	Stormsewer/Curb & Gutter	4,132	4,132	4,132	4,132	4,132	4,132	4,132	-	-	-	-	-	-	-	-	-	-
B071	Sidewalk Repair	831	831	807	583	421	-	-	-	-	-	-	-	-	-	-	-	-
B077	Sidewalk Repair	200	99	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
B080	Sidewalk Repair	434	161	98	-	-	-	-	-	-	-	-	-	-	-	-	-	-
B081	Sidewalk Repair	617	450	185	-	-	-	-	-	-	-	-	-	-	-	-	-	-
B086	Sidewalk Repair	400	310	200	200	48	-	-	-	-	-	-	-	-	-	-	-	-
B087	Sidewalk Repair	100	96	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
B090	Sidewalk Repair	2,150	2,150	2,150	2,150	2,001	297	310	-	-	-	-	-	-	-	-	-	-
B091	Sidewalk Repair	2,391	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
B092	Sidewalk Repair	4,886	4,886	4,886	4,782	4,780	4,780	4,761	-	-	-	-	-	-	-	-	-	-
B094	Sidewalk Repair	3,023	3,023	3,023	3,023	3,023	3,023	3,023	3,023	3,023	3,023	3,023	3,023	3,023	3,021	3,020	2,056	1,876
B095	Sidewalk Repair	4,296	4,286	4,283	2,283	-	-	-	-	-	-	-	-	-	-	-	-	-
B096	Sidewalk Repair	1,128	1,128	1,128	1,126	822	-	-	-	-	-	-	-	-	-	-	-	-
F385	Sanitary Sewer	961	961	961	961	961	176	-	-	-	-	-	-	-	-	-	-	-
G350	Stormsewer/Curb & Gutter	206	206	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
G351	Stormsewer/Curb & Gutter	212	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
G357	Stormsewer/Curb & Gutter	293	293	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
G373	Stormsewer/Curb & Gutter	452	452	411	252	252	-	-	-	-	-	-	-	-	-	-	-	-
G376	Stormsewer/Curb & Gutter	468	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
G377	Stormsewer/Curb & Gutter	200	200	200	200	42	-	-	-	-	-	-	-	-	-	-	-	-
G378	Stormsewer/Curb & Gutter	2,899	2,899	2,854	2,299	2,191	1,863	1,863	661	-	-	-	-	-	-	-	-	-
G381	Stormsewer/Curb & Gutter	2,046	1,426	1,187	1,187	1,187	1,187	1,187	387	-	-	-	-	-	-	-	-	-
G382	Stormsewer/Curb & Gutter	588	588	588	588	588	588	588	235	-	-	-	-	-	-	-	-	-
G389	Stormsewer/Curb & Gutter	2,180	1,899	1,286	514	514	514	514	514	514	-	-	-	-	-	-	-	-
G391	Sidewalk Repair	350	172	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
G392	Sidewalk Repair	851	613	344	731	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		\$ 41,341	\$ 36,173	\$ 33,569	\$ 29,854	\$ 25,325	\$ 20,193	\$ 20,011	\$ 5,433	\$ 3,537	\$ 3,023	\$ 3,023	\$ 3,023	\$ 3,023	\$ 3,021	\$ 3,020	\$ 2,056	\$ 1,876
Special Assessment Expenditures		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Change in Net Position		\$ 41,341	\$ 36,173	\$ 33,569	\$ 29,854	\$ 25,325	\$ 20,193	\$ 20,011	\$ 5,433	\$ 3,537	\$ 3,023	\$ 3,023	\$ 3,023	\$ 3,023	\$ 3,021	\$ 3,020	\$ 2,056	\$ 1,876

Note: The above schedule reflects existing special assessments as of June 30, 2018. New special assessment rolls are likely to be authorized in future years.

Beginning Fund Balance	\$ (155,261)	(113,920)	(77,747)	(44,178)	(14,323)	11,002	31,194	51,205	56,638	60,175	63,198	66,220	69,243	72,265	75,286	78,307	80,362
Change in Net Position	41,341	36,173	33,569	29,854	25,325	20,193	20,011	5,433	3,537	3,023	3,023	3,023	3,023	3,021	3,020	2,056	1,876
Ending Fund Balance	\$ (113,920)	(77,747)	(44,178)	(14,323)	11,002	31,194	51,205	56,638	60,175	63,198	66,220	69,243	72,265	75,286	78,307	80,362	82,239

City of Lansing Special Assessments Capital Projects Fund Deficit Elimination Plan - Assessment Roll Receivable
Fiscal Year 2018

		FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
Roll	Special Assessment Type	Balance	Balance	Balance	Balance	Balance	Balance	Balance	Balance	Balance	Balance	Balance	Balance	Balance	Balance	Balance	Balance	Balance	Balance
A367	Stormsewer/Curb & Gutter	2,196	1,610	1,158	772	386	-	-	-	-	-	-	-	-	-	-	-	-	-
A368	Stormsewer/Curb & Gutter	1,180	884	588	292	-	-	-	-	-	-	-	-	-	-	-	-	-	-
A369	Stormsewer/Curb & Gutter	2,475	1,942	1,409	876	343	-	-	-	-	-	-	-	-	-	-	-	-	-
A394	Stormsewer/Curb & Gutter	26,045	22,412	18,779	15,146	11,513	7,880	4,247	614	-	-	-	-	-	-	-	-	-	-
A395	Stormsewer/Curb & Gutter	28,923	24,791	20,659	16,527	12,395	8,263	4,132	-	-	-	-	-	-	-	-	-	-	-
B071	Sidewalk Repair	3,472	2,641	1,811	1,004	421	-	-	-	-	-	-	-	-	-	-	-	-	-
B077	Sidewalk Repair	299	99	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
B080	Sidewalk Repair	692	258	98	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
B081	Sidewalk Repair	1,251	635	185	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
B086	Sidewalk Repair	1,158	758	448	248	48	-	-	-	-	-	-	-	-	-	-	-	-	-
B087	Sidewalk Repair	196	96	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
B090	Sidewalk Repair	11,208	9,058	6,908	4,758	2,608	607	310	-	-	-	-	-	-	-	-	-	-	-
B091	Sidewalk Repair	2,391	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
B092	Sidewalk Repair	33,762	28,876	23,990	19,104	14,322	9,542	4,761	-	-	-	-	-	-	-	-	-	-	-
B094	Sidewalk Repair	49,266	46,244	43,221	40,199	37,176	34,154	31,131	28,109	25,086	22,064	19,041	16,018	12,996	9,973	6,952	3,932	1,876	-
B095	Sidewalk Repair	15,149	10,853	6,566	2,283	-	-	-	-	-	-	-	-	-	-	-	-	-	-
B096	Sidewalk Repair	5,332	4,204	3,076	1,948	822	-	-	-	-	-	-	-	-	-	-	-	-	-
F385	Sanitary Sewer	4,979	4,018	3,057	2,097	1,136	176	-	-	-	-	-	-	-	-	-	-	-	-
G350	Stormsewer/Curb & Gutter	412	206	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
G351	Stormsewer/Curb & Gutter	212	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
G357	Stormsewer/Curb & Gutter	586	293	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
G373	Stormsewer/Curb & Gutter	1,820	1,367	915	504	252	-	-	-	-	-	-	-	-	-	-	-	-	-
G376	Stormsewer/Curb & Gutter	468	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
G377	Stormsewer/Curb & Gutter	842	642	442	242	42	-	-	-	-	-	-	-	-	-	-	-	-	-
G378	Stormsewer/Curb & Gutter	17,528	14,630	11,731	8,877	6,579	4,387	2,524	661	-	-	-	-	-	-	-	-	-	-
G381	Stormsewer/Curb & Gutter	9,794	7,748	6,322	5,135	3,948	2,761	1,574	387	-	-	-	-	-	-	-	-	-	-
G382	Stormsewer/Curb & Gutter	4,351	3,763	3,175	2,587	1,999	1,411	823	235	-	-	-	-	-	-	-	-	-	-
G389	Stormsewer/Curb & Gutter	8,450	6,270	4,371	3,084	2,570	2,056	1,542	1,028	514	-	-	-	-	-	-	-	-	-
G391	Sidewalk Repair	522	172	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
G392	Sidewalk Repair	2,539	1,687	1,075	731	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		237,500	196,158	159,986	126,416	96,562	71,237	51,044	31,034	25,600	22,064	19,041	16,018	12,996	9,973	6,952	3,932	1,876	-

Note: The above schedule reflects existing special assessments as of June 30, 2018. New special assessment rolls are likely to be authorized in future years.

June 30, 2018 Total	\$ 237,500
Less: Current portion (FY 2019 repayments)	(41,341)
Long Term Portion (Deferred Inflow)	\$ 196,158

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

WHEREAS, brownfields are properties such as former industrial sites, closed gas stations, dumps, or other sites that are vacant or underutilized due to contamination, functional obsolescence, or blight; and

WHEREAS, the cleanup and revitalization of brownfields can provide many community benefits, including protection of public health and the environment, opportunities for economic development, advanced manufacturing, job creation, neighborhood improvement, creation of parks and community spaces, shared water resource protection, and other benefits; and

WHEREAS, the City of Lansing faces the challenge of redeveloping brownfields at many sites throughout the community; and

WHEREAS, the Metro Lansing region, including the Lansing Brownfield Redevelopment Authority (LBRA), the City of Lansing, the City of East Lansing, the counties of Clinton, Eaton, and Ingham, have worked together in collaboration to revitalize brownfields and secure more resources for redevelopment of these sites for both the individual communities and the broader region; and

WHEREAS, these five local governments have formed the “Lansing Regional Brownfields Coalition” (LRBC); and

WHEREAS, the Lansing Economic Area Partnership (LEAP) is a non-profit economic development entity, which is prepared to seek, administer and implement new funding to support the Lansing Regional Brownfields Coalition and its local government participants; and

WHEREAS, the U.S. Environmental Protection Agency (EPA) is now soliciting applications for Fiscal Year 2019 funding, due January 31, 2019, for brownfields grants including grants of up to \$600,000 for coalitions of local governments and non-profits which can be used for assessment and reuse planning at brownfield sites (“EPA Brownfields Assessment grants”); and

WHEREAS, the LRBC was last awarded an EPA Coalition Assessment Grant in FY2015 for \$500,000 in which the LBRA was the applicant in partnership with the region; and

WHEREAS, the FY2015 grant funded vital assessment activities at 42 brownfield sites throughout the region, 17 of which are located in the City of Lansing, including for the LorAnn Oils expansion, Oliver Towers project, and the Provident Place development; and

WHEREAS, the FY2015 Assessment Grant has been fully expended and LEAP and the LRBC desire to be awarded a \$600,000 EPA Brownfields Assessment grant for the continued benefit of the entire region and its local governments, and

WHEREAS, at a regular meeting of the LBRA on December 7, 2018, the LBRA Board passed a resolution recommending the City of Lansing be the applicant on behalf of the entire coalition; and

WHEREAS, LEAP from its regional funds, is paying all consultants and fees to support this application on behalf of the City of Lansing and region; and

WHEREAS, if a FY2019 EPA Brownfields Assessment grant application by the City of Lansing is awarded, the LBRA will manage the Assessment Grant on behalf of the City of Lansing for the Lansing Regional Brownfields Coalition.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, affirms the City of Lansing to be a collaborative partner in the Lansing Regional Brownfields Coalition (Coalition).

BE IT FURTHER RESOLVED that the Lansing City Council, hereby, authorizes the City of Lansing's designated representative to apply for a FY2019 EPA Brownfields Coalition Assessment Grant on behalf of the City of Lansing.

BE IT FURTHER RESOLVED that the Lansing City Council, hereby, designates Karl Dorshimer, as its designated representative to participate in the "Lansing Regional Brownfields Coalition", a group of stakeholders created to advance the region's brownfields revitalization objectives.

BE IT FURTHER RESOLVED that the Lansing City Council, hereby, requests the designated representative and LEAP to work on its behalf in collaboration with the Coalition members, to develop and submit an EPA Brownfields Assessment Grant application.

BE IT FINALLY RESOLVED that the Lansing City Council, if the City of Lansing is awarded a FY2019 EPA Brownfields Assessment Grant, hereby, authorizes the LBRA to administer the grant on behalf of the City of Lansing and the Coalition, subject to compliance with all Grant requirements.

RESOLUTION # _____
BY THE COMMITTEE OF THE WHOLE
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, a certain quit claim deed dated January 9, 2019, has been presented to the City conveying property known as the Townsend Parking Ramp by the City of Lansing Building Authority.

BE IT RESOLVED that the City of Lansing hereby accepts the conveyance of the quit claim deed attached hereto as Exhibit A.

Exhibit A

space above this line for recording purposes

QUIT CLAIM DEED

City of Lansing Building Authority, a public body corporate, organized and existing pursuant to the provisions of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, whose address is c/o City of Lansing, 124 W. Michigan Avenue, Lansing, Michigan 48933, for consideration of One Dollar (\$1.00), quit claims to CITY OF LANSING, a Michigan municipal corporation, whose address is 124 W. Michigan Avenue, Lansing, Michigan 48933, the following described real property situated in the City of Lansing, County of Ingham, State of Michigan:

See Exhibit A attached hereto and made a part hereof

Tax Parcel Numbers: 33-01-01-16-327-013
33-01-01-16-327-040

Property Address: 221 Townsend Street, Lansing, Michigan 48933

Subject to conditions, restrictions, easements, limitations and rights-of-way of record, liens for property taxes, any matters which would be disclosed by a current survey, and zoning or other governmental restrictions.

This conveyance is exempt from transfer taxes pursuant to MCL 207.505 (a), MCL 207.505(h)(i), MCL 207.526(a) and MCL 207.526(h)(i).

(Execution occurs on following page)

AUTHORITY, a public body corporate, organized and existing pursuant to the provisions of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended

By: 
Andy Kilpatrick
Chairperson


James D. Smiertka, Secretary

2

Exhibit A – Legal Description

Land situated in the **City of Lansing, County of Ingham, State of Michigan**, and described as follows:

Lots 7, 8, 9, and 10, ALSO that part of Lot 11 described as beginning at a point on the East line of Lot 11 a distance of 104.04 feet Southerly from the Northeast corner of Lot 12; thence Southerly along the East line of Lot 11 to the Southeast corner of Lot 11; thence Westerly along the South line of Lot 11 to the Southwest corner of Lot 11; thence Northerly along the West line of Lot 11 to a point on the West line of Lot 11 a distance of 104.33 feet Southerly from the Northwest corner of Lot 12; thence Easterly to the point of beginning of Block 116, of the Original Plat of the City of Lansing, according to the recorded Plat as thereof recorded in Liber 2 of Plats, Page 36, Ingham County Records.

Subject to easements, encumbrances, and restrictions of record.

Tax Parcel Numbers: 33-01-01-16-327-013
33-01-01-16-327-040

Property Address: 221 Townsend Street, Lansing, Michigan 48933

LATE ITEM

RESOLUTION #2019-_____

ACT 33: _____

BY THE COMMITTEE OF THE WHOLE

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, a certain real estate purchase agreement relating to the Townsend Parking Ramp between the City of Lansing and the Michigan Senate has been submitted for the approval of this Council, having been on file with the City Clerk since December 20, 2018; and

WHEREAS, the City of Lansing Building Authority will convey title to the Townsend Parking Ramp to the City of Lansing for receipt by this Council; and

WHEREAS, a certain resolution authorizing the defeasance of bonds has been submitted for this Council's approval, including an Amendment #6 to a contract of lease; and

WHEREAS, an Act 33 review of the preceding purchase agreement is being conducted by the City of Lansing Planning Board, pursuant to its procedures; and

WHEREAS, a resolution authorizing the substitution of property under contract with the tax increment finance authority has been submitted for this Council's approval; and

WHEREAS, a public hearing is required on the above.

NOW, THEREFORE, BE IT RESOLVED that a public hearing be set for Monday, January 28, 2019, at 7 p.m. in City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, for the purpose of approving and/or opposing the above items.

BE IT FURTHER RESOLVED that the Lansing City Clerk is hereby directed to provide notice of this public hearing, as is required by City Charter.

1/7/19

**City of Lansing
Counties of Ingham and Eaton, State of Michigan**

**RESOLUTION AUTHORIZING SUBSTITUTION OF PROPERTY
UNDER CONTRACT WITH TAX INCREMENT FINANCE AUTHORITY**

WHEREAS, the City of Lansing Michigan (the "City") has previously created the Tax Increment Finance Authority of the City of Lansing (the "Authority") under and in pursuance of the provisions of Act 450, Public Acts of Michigan, 1980, as amended (the "TIFA Act"); and

WHEREAS, pursuant to the TIFA Act, the Authority has prepared its amended Development Plan and Tax Increment Financing Plan for the Phase III – Lansing Convention/Exhibition Center and Associated Facilities and Parking System Project (such Plan, as it may be amended or supplemented in the future, is referred to herein as the "Plan"); and

WHEREAS, in order to implement the Plan, the City leases various automobile parking structures and lots (the "Project") to the Authority pursuant to a Contract of Lease dated December 20, 1994 (the "Contract"); and

WHEREAS, under Section 10 of the Contract, the Authority may agree to release a portion of the Project and substitute other property of value equal to or greater than the value of the property being released; and

WHEREAS, the City wishes to release the portion of the Project described on Exhibit A of this resolution (the "Released Property") from the Contract; and

WHEREAS, the City wishes to substitute the property described on Exhibit B of this resolution (the "Substituted Property") for the Released Property;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City hereby requests that the Authority accept the Substituted Property as a portion of the Project subject to the Contract, and in exchange therefor that the Authority release the Released Property from the terms of the Contract. The actions authorized in this section are subject to the condition that the City Attorney is able to provide the Authority with an opinion that the conveyances are in compliance with the City Charter and applicable state law and City ordinances.

2. The City hereby determines that the value of the Project, after the consummation of such substitution of property, is equal to or greater than the value of the Project prior to the substitution.

3. Either the City Attorney or Finance Director is hereby directed to provide the Authority with an adequate legal description of that portion of the Project being released and of property to be substituted therefor, together with a survey thereof.

4. The City Council hereby approves Amendment No. 6 to Contract of Lease in substantially the form on file with the City Clerk, with such changes or revisions as may be

necessary or advisable as approved by the Mayor or the City Attorney. The Mayor and the City Clerk are hereby authorized to execute Amendment No. 6 and deliver it to the Authority.

5. The Mayor, City Clerk, City Finance Director, City Attorney, and other officers, administrators, agents and attorneys of the City are authorized and directed to execute such documentation and take all other actions necessary and convenient to facilitate the transactions authorized by this resolution.

6. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are rescinded.

I certify that the foregoing is a true and complete copy of a resolution duly adopted by the City Council of the City of Lansing, Counties of Ingham and Eaton, State of Michigan, at a Regular meeting held on _____, 201____, at 7:30 p.m., Eastern Time, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act 267.

I further certify that the following Members were present at said meeting: _____
_____ and that the following Members were absent: _____.

I further certify that Member _____ moved for adoption of said resolution and that Member _____ supported said motion.

I further certify that the following Members voted for adoption of said resolution: _____ and that the following Members voted against adoption of said resolution: _____.

City Clerk

**City of Lansing
Counties of Ingham and Eaton, State of Michigan**

RESOLUTION AUTHORIZING DEFEASANCE OF BONDS

WHEREAS, the City of Lansing, Counties of Ingham and Eaton, State of Michigan (the "City") has previously issued its \$7,200,000 General Obligation Limited Tax Refunding Bonds, Series 2012 (Taxable) dated December 27, 2012 (the "2012 Bonds") and its General Obligation Refunding Bonds (Limited Tax), Series 2018, dated September 27, 2018 (the "2018 Bonds" and together with the 2012 Bonds, the "Bonds"); and

WHEREAS, proceeds of the Bonds were used to refinance prior issues of bonds previously issued to finance the Townsend Parking Ramp; and

WHEREAS, the City has accepted an offer to sell the Townsend Parking Ramp, and it wishes to use a portion of the proceeds of the sale to purchase securities to defease the Bonds, and to enter into an escrow agreement to provide for defeasance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Proceeds of the sale of the Townsend Parking Ramp shall be applied first to purchase of securities to defease the Bonds.

2. U.S. Bank National Association, Lansing, Michigan is selected to serve as Escrow Trustee (the "Escrow Trustee"). The Finance Director is authorized to enter into an Escrow Agreement (the "Escrow Agreement") on behalf of the City to provide for the creation and disposition of an Escrow Fund (the "Escrow Fund") for deposit of monies for the payment of the Bonds which are defeased. The Escrow Agreement shall irrevocably direct the Escrow Trustee to hold the Escrow Fund in trust for the payment of the principal of and interest on the Bonds being defeased, and to take all necessary steps to call for redemption any Bonds which can be called for redemption prior to maturity. The Finance Director is authorized to execute and deliver the Escrow Agreement and to purchase escrow securities to deposit to the Escrow Fund. The Finance Director is authorized to transfer monies from the debt retirement funds for the Bonds to the Escrow Fund. Costs of the defeasance and related matters shall be paid from a fund established for that purpose in the Escrow Agreement, including but not limited to including but not limited to costs of notices of call and defeasance of the Bonds, escrow trustee fees, verification agent fees, bond counsel fees, municipal advisor fees and bidding agent fees.

3. The Finance Director is directed to select an independent certified public accountant to serve as verification Trustee to verify that the securities and cash to be deposited to the Escrow Fund will be sufficient to provide, at the times and in the amounts required, sufficient moneys to pay the principal of and interest on the Bonds being defeased as the principal and interest becomes due upon maturity or call for redemption.

4. The City requests PFM Financial Advisors LLC (the "Municipal Advisor") to act as municipal advisor to the City with respect to defeasance of the Bonds.

5. The City requests Miller, Canfield, Paddock and Stone, P.L.C. to act as counsel to the City with respect to defeasance of the Bonds.

6. The Finance Director is authorized, in her discretion, to select a bidding agent, which may be the Municipal Advisor, to assist the City with purchase of the securities to be deposited to the Escrow Fund.

7. In the event that the Finance Director is not available to undertake responsibilities delegated to her under this resolution, then a person designated by the Finance Director is authorized to take such actions. The officers, administrators, agents and attorneys of the City are authorized and directed to take all other actions necessary and convenient to facilitate defeasance of the Bonds, and to execute and deliver all other agreements, documents and certificates and to take all other actions necessary or convenient to complete the defeasance of the Bonds in accordance with this resolution, and to pay costs of the defeasance including but not limited to costs of notices of call and defeasance of the Bonds, escrow trustee fees, verification agent fees, bond counsel fees, municipal advisor fees and bidding agent fees.

8. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are rescinded.

I certify that the foregoing is a true and complete copy of a resolution duly adopted by the City Council of the City of Lansing, Counties of Ingham and Eaton, State of Michigan, at a Regular meeting held on _____, 201____, at 7:30 p.m., Eastern Time, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act 267.

I further certify that the following Members were present at said meeting: _____
_____ and that the following Members were absent: _____.

I further certify that Member _____ moved for adoption of said resolution and that Member _____ supported said motion.

I further certify that the following Members voted for adoption of said resolution: _____ and that the following Members voted against adoption of said resolution: _____.

City Clerk

AMENDMENT NO. 6 TO CONTRACT OF LEASE

THIS AMENDMENT No. 6 TO CONTRACT OF LEASE (the "Contract") IS MADE AND EXECUTED as of _____, 201__ by and between the CITY OF LANSING (the "City"), 124 W. Michigan Ave., Lansing, Michigan 48933, a Michigan corporation organized and existing under the Constitution and laws of the State of Michigan, and the TAX INCREMENT FINANCE AUTHORITY OF THE CITY OF LANSING (the "Authority" or "TIFA") 124 W. Michigan Ave., Lansing, Michigan 48933, a public body corporate organized and existing under the authority of Act 450, Public Acts of Michigan, 1980, as amended.

WITNESSETH:

WHEREAS, pursuant to the TIFA Act, the Authority has prepared its amended Development Plan and Tax Increment Financing Plan for the Phase III – Lansing Convention/Exhibition Center and Associated Facilities and Parking System Project (such Plan, as it has or may be amended or supplemented in the future, is referred to herein as the "Plan"); and

WHEREAS, in order to implement the Plan, the City leases various automobile parking structures and lots (the "Project") to the Authority pursuant to the Contract; and

WHEREAS, under Section 10 of the Contract, the Authority may release a portion of the Project from the Contract if the City substitutes other property therefor of value equal to or greater than the value of the property being released; and

WHEREAS, pursuant to Lansing City Council Resolution No. _____ adopted _____, 20__, the City has expressed its intent to release the portion of the Project described in Exhibit A attached hereto (the Released Property), from the Contract and to substitute the property described in Exhibit B attached hereto (the Substituted Property), in place of the Released Property; and

WHEREAS, [the City Finance Director certified to the City Council] \ [City Council has determined] that the value of the Project, after the consummation of such substitution of property, is equal to or greater than the value of the Project prior to the substitution.

IT IS, THEREFORE, AGREED BY AND BETWEEN THE PARTIES HERETO, for and in consideration of the agreement and covenants of each other and monies to be paid out to the other, as follows:

1. The Contract is hereby amended to release the Released Property described in Exhibit A from the terms and restrictions of the Contract and to substitute therefor the Substituted Property legally described in Exhibit B, subject to easement, restrictions, and agreements of record, and to make the Substituted Property subject to the terms and restrictions of the Contract.

2. The Authority acknowledges that the release from the Contract of the Released Property for the Substituted Property will not abate or diminish the Cash Rentals (as defined in

the Contract) or other obligations payable under the Contract. The Authority has determined that the purpose of the substitution is permitted under the Plan and will not adversely affect the obligations of the Authority under the Contract.

3. The Authority and the City hereby determine that the Contract, as amended by this Amendment No. 6, continues to constitute an "other protected obligation" as defined in the TIFA Act.

4. The City and the Authority agree that all conditions precedent to the release of the Released Property and substitution of the Substituted Property under the Contract have been met.

5. The Authority hereby determines that the purpose of the substitution is permitted under the Plan. The Authority and the City hereby determine that this Amendment will not adversely affect the obligations of the Authority hereunder.

IN WITNESS WHEREOF, the CITY OF LANSING, as authorized by its City Council, and the TAX INCREMENT FINANCE AUTHORITY OF THE CITY OF LANSING, as authorized by its Board, have each caused its name to be signed to this instrument by its duly authorized officers and its seal to be affixed hereto the day and year first above written.

CITY OF LANSING

By _____
Mayor

By _____
Clerk

TAX INCREMENT FINANCE AUTHORITY
OF THE CITY OF LANSING

By _____
Chairperson

By _____
Secretary

EXHIBIT A
Description of the Portion of the Project
to be Released

TOWNSEND RAMP

Lots 7 through 10 inclusive, also South approximately 28 feet of Lot 11, Block 118 of the original plat, City of Michigan (now Lansing), Ingham County, Michigan, described as: Commencing at a point on the East line of Lot 11 a distance of 104.04 feet Southerly from the Northeast corner of Lot 12; thence Southerly 291.81' to the Southeast corner of Lot 7; thence Westerly 165' along the South line of Lot 7 to the Southwest Corner of Lot 7; thence Northerly 291.98' along the East line of Townsend Street to the point of beginning. Contains approximately 1.10 acres, including the parking structure on the described parcel but excluding the air rights above the horizontal plane of 950'3" elevation of the described parcel.

EXHIBIT B
Description of the Portion of the Project
to be Substituted

32594880.1\050796-00054



City of Lansing

OFFICE OF THE CITY ATTORNEY

James D. Smiertka, City Attorney

TO: Chris Swope, City Clerk

FROM: Lisa K. Hagen, Assistant City Attorney

DATE: December 21, 2018

SUBJECT: Statement of necessity relating to sale of Townsend Ramp

STATEMENT PURSUANT TO LANSING CITY CHARTER PROVISION 8-403.3:

The City of Lansing and the Michigan Senate have entered into a Real Estate Purchase Agreement for sale of real property, commonly known as the Townsend Parking Ramp. This parking ramp is unnecessary for City operations. The sale of this structure is economically beneficial, will maintain parking available to the public, will serve a public purpose, and has been determined by the administration to be in the best interest of the City of Lansing.

RECEIVED
2018 DEC 21 AM 9:50
LANSING CITY CLERK

RECEIVED

2018 DEC 20 AM 8:10

REAL ESTATE PURCHASE AGREEMENT

This **Real Estate Purchase Agreement** (this "Agreement") is entered into effective December 19, 2018 (the "Effective Date"), by and between the **City of Lansing**, a Michigan municipal corporation, with offices located at 124 W. Michigan Avenue, Lansing, Michigan 48933 ("Seller"), and the **Michigan Senate**, established and existing pursuant to Article IV, Section 2 of the Constitution of the State of Michigan of 1963, with offices located at 201 Townsend Street, Suite 2500, Lansing, Michigan 48933 ("Purchaser"). Seller and Purchaser are sometimes collectively referred to as the "Parties" and individually as a "Party."

RECITALS

A. Seller is or will be the owner of certain real property, commonly known as the Townsend Parking Ramp, located in the City of Lansing, County of Ingham, State of Michigan, and legally described on the attached **Exhibit A** to this Agreement (the "Property").

B. Pursuant to Public Act 92 of 2001 (the "Act"), the Property is designated for use as a parking structure and is further subject to certain restrictions as stated in that certain quitclaim deed recorded at Liber 2936, Page 759, with the Ingham County Register of Deeds.

C. In accordance with the Act, Seller has reserved not fewer than 400 parking spaces for the benefit of Purchaser's employees for which there is an outstanding balance for parking fees currently owed to Seller from Purchaser.

D. Purchaser desires to purchase the Property from Seller, and Seller desires to sell the Property to Purchaser, subject to the terms and conditions of this Agreement, including but not limited to the resolution of the outstanding balance for parking fees.

E. The Parties acknowledge that this Agreement is made in full satisfaction of Seller's obligation to reserve not fewer than 400 parking spaces for the benefit of Purchaser's employees under the Act.

AGREEMENT

Now, therefore, the Parties mutually agree as follows:

1. Purchase and Sale. Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, all of Seller's right, title, and interest in and to the Property, subject to the terms and conditions of this Agreement.

2. Purchase Price. The purchase price for the Property shall be Eighteen Million Dollars (\$18,000,000) (the "Purchase Price"), payable as follows:

A. Deposit. Within five business days after the Effective Date, Purchaser shall deposit in escrow with an escrow agent mutually agreed to by the Parties ("Escrow Agent") an earnest money deposit in the amount of One Million Dollars (\$1,000,000) (the "Deposit"), which sum shall be held by Escrow Agent in an interest-bearing account. The Deposit shall be applied against the Purchase Price at the Closing; however, if the transaction contemplated by this Agreement is not consummated, Escrow Agent shall return the Deposit, together with any interest earned, to Purchaser.

B. Closing. Purchaser shall pay Seller the balance of the Purchase Price, as may be adjusted as provided herein, by cashier's check or wire transfer at the Closing.

3. Outstanding Parking Fees. The Parties mutually agree to the following provisions in order to fully and finally satisfy the outstanding balance for certain parking fees owed to Seller from Purchaser.

A. Parking Payment. Within five business days after Seller obtains any necessary approvals under Paragraph 6, Purchaser shall pay Seller the sum of One Million Dollars (\$1,000,000) in full satisfaction of the outstanding parking fees relating to the not fewer than 400 parking spaces reserved for Purchaser's employees in the Property (the "Parking Payment"). The Parties mutually acknowledge and agree that the Parking Payment fully and finally satisfies all outstanding obligations related to such parking for the time period from September 1, 2015, until and including the date of Closing.

B. Failure to Proceed to Closing; Treatment of Parking Payment. If the transaction contemplated by this Agreement does not proceed to Closing, the Parking Payment shall fully and finally satisfy the outstanding obligation of Purchaser related to such parking for the time period from September 1, 2015, until and including December 31, 2018.

C. Failure to Proceed to Closing; Parking Agreement. If the transaction contemplated by this Agreement does not proceed to Closing, the Parties shall, in good faith, negotiate the terms of a new parking agreement effective January 1, 2019, whereby Seller shall reserve for Purchaser not fewer than 400 parking spaces in the Property for use by Purchaser's employees at a rate to be negotiated by the Parties, taking into account the number and location of reserved parking spaces, the duration of the agreement, and any other relevant factors. While negotiations remain ongoing, Seller shall allow continued, uninterrupted parking access to the Property for Purchaser's employees and continue to reserve not fewer than 400 parking spaces for such purposes. If the Parties agree to a new parking agreement, Purchaser shall promptly pay Seller the negotiated rate for all reserved parking spaces for the period commencing January 1, 2019, until the date of the new parking agreement, and thereafter as provided in the new parking agreement.

D. Failure to Proceed to Closing; Notice to Vacate. If the transaction contemplated by this Agreement does not proceed to Closing and the Parties are unable to agree to a new parking agreement under subparagraph C, Seller shall give Purchaser and Purchaser's employees not less than 60 days' notice to vacate the not fewer than 400 reserved parking spaces in the Property, and Purchaser shall pay Seller the prevailing market rate currently established for the Property for the reserved spaces for the period from January 1, 2019, until the date the subject parking spaces are vacated by Purchaser's employees.

E. Survival. All of the provisions of this Paragraph 3 shall survive whether or not the transaction contemplated by this Agreement proceeds to Closing and whether or not the Agreement is sooner terminated by either Party.

4. Title Insurance. Within 15 days after the Effective Date, Seller, at its expense, shall furnish to Purchaser a commitment (the "Commitment") for an ALTA fee owner's policy of title insurance (the "Title Policy") to be issued at the Closing by a title company mutually agreed to by the Parties. After receiving the Commitment, Purchaser shall have 10 business days to make any objections to the state and quality of title as evidenced by the Commitment. Upon receiving notice of any objections from Purchaser, Seller shall cure the objections to Purchaser's reasonable satisfaction, at Seller's expense, or notify Purchaser that Seller is unable or unwilling to cure the objection. If Seller fails to cure any objection prior

to the Closing, Purchaser may either (a) proceed to the Closing, in which case Purchaser shall be deemed to have waived the objection, or (b) terminate this Agreement without penalty, in which case Purchaser shall be entitled to the return of the Deposit. In the event any previously undisclosed exception to title is discovered at or prior to the Closing, Purchaser shall have the same rights to object to the exception, and Seller shall have 10 days to cure the objection to Purchaser's reasonable satisfaction. Notwithstanding anything to the contrary, Seller shall discharge or remove of record all monetary liens disclosed in the Commitment. Purchaser need not agree to accept, as a cure to any objection, the title company's agreement to insure over any objection made by Purchaser.

5. Inspection and Survey. Any time prior to the Closing, Purchaser may access the Property for purposes of conducting an inspection and survey of the Property, or any part of the Property. Any inspection or survey shall be at Purchaser's expense.

6. Seller Approvals. Purchaser acknowledges that the sale of the Property is contingent on the affirmative vote of two-thirds of the members of the Lansing City Council (the "City Council"). Seller makes no representation that the City Council members will approve this Agreement.

7. Delivery of Deed. At the Closing, Seller shall deliver to Purchaser a covenant deed, in substantially the form attached as **Exhibit B** to this Agreement (the "Covenant Deed"), conveying to Purchaser marketable, fee simple title to the Property, subject to any exceptions and reservations expressly provided for in the Covenant Deed.

8. Parking Agreement. Within 10 days of the Effective Date, the Parties shall negotiate, in good faith, the terms of an agreement under which Purchaser agrees to provide a total of not more than 228 covered parking spaces for Seller's employees on floors six through eight of the Property at a rate of \$110 per space (to be adjusted annually by the Detroit consumer price index), for an initial term of five years, which term may be renewed, at Seller's option, for four additional five-year terms (the "Parking Agreement"). The Closing of the transaction contemplated by this Agreement shall be contingent on the Parties' entering into the Parking Agreement, which, when finalized, shall be attached as **Exhibit C** hereto and made a part hereof.

9. Conditions Precedent to Closing. Each Party's obligation to proceed to the Closing shall be conditioned on the satisfaction or written waiver, by the applicable Party, of each of the following conditions precedent:

A. Purchaser shall be satisfied with the title conditions of Paragraph 4 and with the inspection and survey, if any, obtained under Paragraph 5.

B. All of Seller's representations and warranties shall be true and correct as of the Effective Date and on the date of the Closing.

C. Prior to the Closing, Seller shall have caused the title company to deliver to Purchaser, at Seller's expense, an update of the Commitment, which shall confirm the resolution of any objections to the state and quality of title raised (but not waived) by Purchaser pursuant to Paragraph 4 and otherwise reaffirm the title company's commitment to issue the Title Policy.

D. Seller shall certify to Purchaser that no material adverse change has occurred in the condition of the Property.

E. No action or proceeding to restrain, prohibit, or declare illegal the transaction contemplated by this Agreement shall be pending or threatened. No order restraining or prohibiting the transaction contemplated by this Agreement shall be issued by any public authority, governmental agency, or court. No attachment, garnishment, levy, or lien shall be filed or in effect regarding the transaction contemplated by this Agreement.

F. The Parties shall execute the Parking Agreement.

G. Purchaser shall agree, by restriction stated on the Covenant Deed, to allocate a total of 50 parking spaces in the Property for a period of 20 years for the benefit of the public. Purchaser, in its discretion, may charge a reasonable market rate for use of parking spaces allocated for the public.

H. Purchaser shall remit to Seller the Parking Payment.

I. Seller shall obtain any approval required by the Lansing Building Authority, the Tax Increment Financing Authority, and any other municipal or governmental authority or agency to release their respective interests in and to the Property and to extinguish any encumbrances affecting the Property.

J. The City Council will have issued its approval to consummate the transaction contemplated by this Agreement.

10. Taxes and Assessments. The Parties acknowledge that the Property, under Seller's ownership, has not been subject to taxation and shall not be subject to taxation under Purchaser's ownership. In the event any taxes or assessments have been or will be levied against the Property, Seller shall pay all taxes and assessments attributable to the Property that are due and payable as of the Closing, and Purchaser shall pay all taxes and assessments attributable to the Property after the date of the Closing.

11. Representations and Warranties.

A. Seller represents and warrants to Purchaser as follows:

(i) The execution, delivery, and performance of this Agreement do not violate any contractual or other obligations of Seller.

(ii) Except as otherwise stated in this Agreement and pending approval of City Council, Seller is duly and validly authorized to execute this Agreement with full power to enter into and perform under this Agreement, and each individual executing and delivering this Agreement on behalf of Seller has authority to do so.

(iii) Seller has not received any notice and does not have any actual knowledge of any alleged violation of any federal, state, or local law affecting the Property.

(iv) Except as listed in **Exhibit D** to this Agreement, there are no leases or other contracts affecting the Property.

(v) To Seller's knowledge, the Property has not been used for disposing, refining, generating, manufacturing, producing, storing, handling, treating, transferring, releasing,

processing, or transporting any hazardous waste or hazardous substance, as those terms are defined in applicable state and federal law.

B. The representations and warranties of Paragraph 11(A) shall survive the Closing for a period of one year.

C. Purchaser represents and warrants to Seller that Purchaser is duly and validly authorized to execute this Agreement with full power to enter into and perform under this Agreement, and each individual executing and delivering this Agreement on behalf of Purchaser has authority to do so, but no such individual shall be personally liable hereunder.

12. Closing. The closing of the transaction contemplated by this Agreement (the "Closing") shall take place at the offices of Escrow Agent at the date and time agreed to by the Parties after all conditions precedent to the Closing have been satisfied or waived in writing; provided, however, that the Closing shall take place no later than February 15, 2019. Prior to or at the Closing, the following documents shall be executed by the appropriate Party and delivered to Escrow Agent:

- A. the Covenant Deed;
- B. a property transfer affidavit;
- C. Michigan real estate transfer tax valuation affidavit;
- D. a recertification of warranties by Seller;
- E. a resolution by City Council evidencing Seller's authority to enter into this Agreement and of the authority of Seller's named representative to execute all documents reasonably necessary to consummate the transaction contemplated by this Agreement;
- F. a closing statement mutually agreed to by the Parties;
- G. the Parking Agreement; and
- H. any other documents reasonably required by Escrow Agent or necessary to consummate the transaction contemplated by this Agreement.

All documents to be signed by both Parties shall be signed in counterparts and deposited with Escrow Agent. No documents shall be dated, and Escrow Agent shall date the documents as of the date of the Closing. Possession of the Property shall be delivered to Purchaser at the Closing.

13. Adjustments to Purchase Price. The Purchase Price shall be adjusted at the Closing in accordance with the allocation of closing costs to each Party, as provided in **Exhibit E** to this Agreement. Seller shall pay all applicable transfer taxes, if any, arising from the transaction contemplated by this Agreement.

14. Default by Seller. In the event of a default by Seller, Purchaser, as its sole and exclusive remedy, may terminate this Agreement without penalty, in which case Purchaser shall be entitled to the return of the Deposit, and Seller shall retain the Parking Payment in accordance with Paragraph 3(B).

15. Default by Purchaser. In the event of a default by Purchaser, Seller, as its sole and exclusive remedy, may elect to terminate this Agreement without penalty.

16. Broker. The Parties each represent and warrant to the other that no broker has been engaged in connection with the transaction contemplated by this Agreement. The Parties shall each indemnify the other against any costs, claims, or expenses, including reasonable attorney's fees, arising out of a breach of the foregoing representation by the indemnifying party. The indemnification provision of this Paragraph 16 shall survive the Closing or termination of this Agreement.

17. Notice. Any notice required or permitted under this Agreement shall be in writing and deemed to have been served and given when (a) delivered in person to the Party to whom the notice is given; (b) sent via U.S. mail, postage prepaid, by registered or certified mail, return receipt requested; or (c) deposited with a nationally recognized overnight courier service. Notices shall be addressed to the Parties at their respective addresses as follows:

If to Seller:	City of Lansing Attn: Mayor Andy Schor 124 West Michigan Avenue Lansing, Michigan 48933
With a copy to:	City Attorney James D. Smiertka 124 West Michigan Avenue Lansing, Michigan 48933
If to Purchaser:	Michigan Senate Attn: Jordan C. Hankwitz 201 Townsend Street, Suite 2500 Lansing, Michigan 48933
With a copy to:	Scott Hughes, General Counsel Capitol Building 100 N. Capitol Avenue, S-106 Lansing, Michigan 48933

18. Publicity. Prior to the Closing, unless disclosure of information is required by law, any news releases or other media releases to the public of information with respect to the sale and purchase of the Property or any matters set forth in this Agreement shall be mutually agreed upon by the Parties before being released.

19. Further Assurances. Each Party shall do and perform, or cause to be done and performed, such further acts and things (including the execution and delivery of such other agreements) as the other Party may reasonably request in order to carry out the intent of the Parties and accomplish the purposes of this Agreement and the consummation of the transaction contemplated by this Agreement. The provisions of this Paragraph shall survive the Closing.

20. Entire Agreement; Amendment. This Agreement embodies the entire agreement of the Parties concerning the subject matter of this Agreement. No amendment of this Agreement shall be binding on either Party unless set forth in a written agreement executed by both Parties.

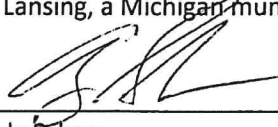
21. Governing Law. Michigan law governs this Agreement.
22. Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and assigns.
23. Construction. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties. This Agreement shall be interpreted in light of the probable intent of the Parties.
24. Counterparts; Facsimile. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile transmission, and a facsimile of this Agreement or of a signature of a Party will be effective as an original.
25. Recitals. The Parties mutually acknowledge and agree that the recitals to this Agreement are true and correct and are incorporated herein by reference.

[Signatures on following page]

The Parties have executed this Agreement as of the Effective Date.

SELLER

City of Lansing, a Michigan municipal corporation

By: 

Andy Schor
Mayor

PURCHASER

Michigan Senate, established and existing pursuant
to Article IV, Section 2 of the Constitution of the
State of Michigan of 1963

By: _____

Arlan B. Meekhof
Senate Majority Leader

By: _____

Jordan C. Hankwitz
Director, Senate Business Office

The Parties have executed this Agreement as of the Effective Date.

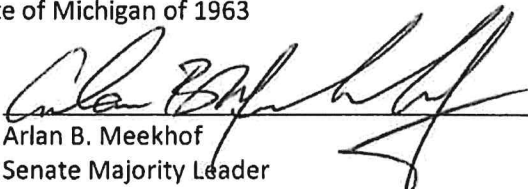
SELLER

City of Lansing, a Michigan municipal corporation

By: _____
Andy Schor
Mayor

PURCHASER

Michigan Senate, established and existing pursuant
to Article IV, Section 2 of the Constitution of the
State of Michigan of 1963

By:  _____
Arlan B. Meekhof
Senate Majority Leader

By: _____
Jordan C. Hankwitz
Director, Senate Business Office

The Parties have executed this Agreement as of the Effective Date.

SELLER

City of Lansing, a Michigan municipal corporation

By: _____
Andy Schor
Mayor

PURCHASER

Michigan Senate, established and existing pursuant
to Article IV, Section 2 of the Constitution of the
State of Michigan of 1963

By: _____
Arlan B. Meekhof
Senate Majority Leader

By:  _____
Jordan C. Hankwitz
Director, Senate Business Office

EXHIBIT A TO REAL ESTATE PURCHASE AGREEMENT
Legal Description

Lots 7, 8, 9, and 10, ALSO that part of Lot 11 described as beginning at a point on the East line of Lot 11 a distance of 104.04 feet Southerly from the Northeast corner of Lot 12; thence Southerly along the East line of Lot 11 to the Southeast corner of Lot 11; thence Westerly along the South line of Lot 11 to the Southwest corner of Lot 11; thence Northerly along the West line of Lot 11 to a point on the West line of Lot 11 a distance of 104.33 feet Southerly from the Northwest corner of Lot 12; thence Easterly to the point of beginning of Block 116, of the Original Plat of the City of Lansing, according to the recorded Plat as thereof recorded in Liber 2 of Plats, Page 36, Ingham County Records.

Subject to easements, encumbrances, and restrictions of record.

EXHIBIT B TO REAL ESTATE PURCHASE AGREEMENT
Form of Covenant Deed

COVENANT DEED

On _____, City of Lansing, a Michigan municipal corporation, whose address is 124 W. Michigan Avenue, Lansing, Michigan 48933 (Grantor), conveys to the Michigan Senate, established and existing pursuant to Article IV, Section 2 of the Constitution of the State of Michigan of 1963, with offices located at 201 Townsend Street, Suite 2500, Lansing, Michigan 48933 (Grantee), the real property commonly known as 221 Townsend Street, in the City of Lansing, Ingham County, Michigan, and described on Exhibit A (the Premises) together with all tenements, hereditaments, and appurtenances and subject to agreements, easements, restrictions of record, including, but not limited to, the following:

*

This deed is given for good and valuable consideration (a transfer valuation affidavit is filed with this deed).

Grantor hereby covenants to and with Grantee, its successors and assigns, that Grantor has not done or suffered to be done anything whereby the granted Premises are, or may be in any manner, encumbered or changed, except as herein recited; and Grantor covenants to and with Grantee that Grantor will warrant and defend the granted Premises unto Grantee, its successors and assigns, against the lawful claims and demands of all persons claiming by, from or under Grantor, but against no other claims or persons.

This conveyance is exempt from real estate transfer taxes pursuant to MCL 207.505(h)(i) and MCL 207.526(h), because the Grantor is a municipality of the State of Michigan.

City of Lansing

Dated: _____

By: _____
Andy Schor
Its: Mayor

STATE OF MICHIGAN)
INGHAM COUNTY)

Acknowledged before me in _____ County, Michigan, on _____,
by _____, of City of Lansing, a Michigan municipal corporation, on behalf of the
corporation.

/s/ _____
Print Name: _____

Notary public, State of Michigan, County of _____.

My commission expires _____.

Acting in the County of _____.

When recorded, return to: Grantee	Send subsequent tax bills to: Grantee	Drafted by: City of Lansing 124 W. Michigan Ave., 5 th Floor Lansing, MI 48933
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Exhibit A to Covenant Deed
Legal Description

Lots 7, 8, 9, and 10, ALSO that part of Lot 11 described as beginning at a point on the East line of Lot 11 a distance of 104.04 feet Southerly from the Northeast corner of Lot 12; thence Southerly along the East line of Lot 11 to the Southeast corner of Lot 11; thence Westerly along the South line of Lot 11 to the Southwest corner of Lot 11; thence Northerly along the West line of Lot 11 to a point on the West line of Lot 11 a distance of 104.33 feet Southerly from the Northwest corner of Lot 12; thence Easterly to the point of beginning of Block 116, of the Original Plat of the City of Lansing, according to the recorded Plat as thereof recorded in Liber 2 of Plats, Page 36, Ingham County Records.

Subject to easements, encumbrances, and restrictions of record.

EXHIBIT C TO REAL ESTATE PURCHASE AGREEMENT
Parking Agreement

EXHIBIT D TO REAL ESTATE PURCHASE AGREEMENT

Leases and Contracts Affecting the Property

EASEMENTS OF RECORD

- 1) **EASEMENT AGREEMENT dated August 19, 2005 between ACCIDENT FUND INSURANCE COMPANY OF AMERICA, INC., and LANSING BUILDING AUTHORITY. See attached.**
- 2) **EASEMENT AGREEMENT dated April 15, 2004 between BOJI GROUP OF LANSING, LLC and LANSING BUILDING AUTHORITY. See attached.**

CONTRACTS

- 1) **DOWNTOWN RESIDENTIAL PARKING PROGRAM administered by the CITY OF LANSING PARKING SERVICES OFFICE. See attached. (Currently 1 Resident)**
- 2) **PARKING PERMIT APPLICATION for resident, Malavika Padmanabhan-Kabana. See attached. (See #1)**
- 3) **PARKING AGREEMENT dated May 1, 2015 between DYKEMA GOSSETT PLLC and the CITY OF LANSING PARKING SERVICES OFFICE. See attached.**
- 4) **AMENDMENT TO REAL ESTATE PURCHASE AND DEVELOPMENT AGREEMENT dated May 22, 2013 to the Real Estate Purchase and Development Agreement dated July 25, 2003 between TOWER RAMP DEVELOPMENT COMPANY, LLC, BOJI GROUP OF LANSING, LLC, BOJI GROUP, LLC the CITY OF LANSING, and the LANSING BUILDING AUTHORITY. See attached.**

EXHIBIT E TO REAL ESTATE PURCHASE AGREEMENT
Allocation of Closing Costs

1. Escrow Agent Fee: Shared equally by the Parties
2. Title Insurance: Responsibility of Seller (See Paragraph 4)
3. Real Estate Taxes and Assessments: Responsibility of Seller for all assessments, if any, prior to and including Closing; responsibility of Purchaser for all assessments, if any, after Closing (See Paragraph 10)
4. Recording Fees: Responsibility of Purchaser
5. Real Estate Transfer Taxes (if any): Responsibility of Seller (See Paragraph 13)

An Agreement

between

MICHIGAN SENATE, as Lessor

and the

CITY OF LANSING, a Michigan Municipal Corporation, as Lessee

An Agreement ("Agreement") made and entered into this ____ day of _____, 2019, by and between the **Michigan Senate**, with offices located at 201 Townsend Street, Suite 2500, Lansing, Michigan 48933, as Lessor, and the **City of Lansing**, whose address is Lansing City Hall, 124 W. Michigan Avenue, Lansing, Michigan 48933, as Lessee.

ARTICLE I
GRANT, USE, TERM & CONDITION

1.1 - Lessor, for the consideration hereinafter described, covenants and agrees to rent to the Lessee the following described premises for the use described below:

Subject to Lessee's adjustments as provided in Section 1.2, up to Two Hundred Twenty-Eight (228) unassigned, covered parking spaces on floors six through eight (as depicted on the attached Exhibit A) in the parking ramp located at 221 Townsend Street, in the City of Lansing, County of Ingham, State of Michigan, and commonly referred to as the Townsend Parking Ramp ("Leased Premises"). The Leased Premises shall be available for the parking of motor vehicles for the Lessee's permitted employees and agents, twenty-four (24) hours a day, seven (7) days a week, and shall include the non-exclusive use of the parking deck common areas including improvements, ramps, stairwells, and the southeast elevator, unless otherwise agreed upon by both parties in writing.

1.2 – The Lessee agrees to pay to the Lessor a base monthly rate of One Hundred Ten Dollars (\$110) per parking space, for a total base annual rent of Three Hundred Thousand Nine Hundred Sixty Dollars (\$300,960), to be paid in monthly installments of Twenty-Five Thousand Eighty Dollars (\$25,080), beginning _____ 1, 2019, and on the first day of each consecutive month thereafter during the term and any renewal of this Agreement. Rent payments received after the 30th day of the month will be assessed a late fee equal to 5% of the monthly payment. The rental rate shall be adjusted annually in accordance with the Detroit consumer price index beginning _____ 1, 2020, and on _____ 1 of each consecutive year during the term or any renewal of this Agreement. The Lessee, at its option, may annually adjust the number of spaces reserved for its use by providing written notice to the Lessor at least 60 days in advance of the annual rate adjustment described in the preceding sentence. If the Lessee fails to provide timely notice to adjust the number of reserved spaces in any year, then the Lessee shall be deemed to have elected to reserve the same number of spaces as the previous year, with the monthly rate per space to be adjusted as described above.

1.3 – The term of this Agreement shall be for an initial term of five years beginning _____ 1, 2019, and ending _____ [30/31], 2024, which term shall be automatically renewed for four additional five-year terms, unless the Lessee provides written

notice to the Lessor at least 60 days prior to the end of the then-current term. The rate for any renewal term shall be adjusted as provided in section 1.2 of this Agreement.

1.4 – The Lessor shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq., and other applicable federal, state, and local fair employment practices and equal opportunity laws. The Lessor shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to a decision to hire or the tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Lessor agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

1.5 – The Lessor shall, at its expense, during the term and any renewal of this Agreement, insure the Leased Premises with general liability insurance, naming the Lessee as an additional insured, which protects against claims, demands, actions, suits, causes of action, judgments, settlements, and recoveries for bodily injury or property damage arising out of a condition of the Leased Premises, except to the extent resulting from the sole negligence of the Lessee or its employees or agents. The Lessor agrees to maintain minimum policy limits in the amount of Five Hundred Thousand Dollars (\$500,000) per occurrence for property damage and One Million Dollars (\$1,000,000) per occurrence for bodily injury, with an aggregate limit of Two Million Dollars (\$2,000,000). The Lessor shall provide to the Lessee a certificate of insurance, naming the Lessee as an additional insured, within 30 days following execution of this Agreement. The policy of insurance shall provide that it may not be modified, cancelled, or allowed to expire except upon 30 days' written notice given to the Lessee. However, in lieu of obtaining the above-described insurance from a third-party, the Lessor may self-insure against such risks, provided that the Lessee's interests are protected to the same extent as if insurance had been obtained from third-party. If the Lessor elects to self-insure against such risks, it shall provide written notice to the Lessee, and Lessee may request reasonable documentation that its interests are adequately protected as described in this section.

ARTICLE II CANCELLATION

2.1 – The Lessee may cancel this Agreement at any time by providing written notice to the Lessor at least 90 days prior to the effective date of cancellation.

2.2 – The Lessee may void this Agreement if the Lessor or any contractor, subcontractor, manufacturer, or supplier of the Lessor appears in the register compiled by the Michigan Department of Labor under the Contracts with Employers Engaging in Unfair Practices Act, MCL 423.321 et seq.

ARTICLE III SERVICES BY LESSOR AND LESSEE

3.1 – The Lessor shall, at its expense, be responsible for the following:

Security. The Lessor shall provide and maintain personnel and related facilities suitable, in the Lessor's reasonable discretion, for the proper care, security, and management of the entire

parking facility, including the Leased Premises. Entry by the Lessee and its permitted employees and agents shall be by parking card access or other reasonable means mutually agreed to by the parties.

Electrical. The Lessor shall pay all utility charges applicable to the Leased Premises.

Real Estate Taxes. The Lessor shall pay all applicable real estate taxes and special assessments, if any, relating to the Leased Premises.

Illuminated Parking. Parking areas in the Leased Premises shall be properly paved, striped, and illuminated and maintained in compliance with applicable municipal code requirements. Illumination of the parking areas shall be not less than two foot-candles with uniformity not greater than 4 to 1 measured on the parking surface. The Lessor shall replace all parts and equipment necessary to provide and maintain exterior illumination required under this section, including but not limited to tubes, bulbs, starters, and fuses.

3.2 – The Lessee shall not be required to furnish any services for purposes of parking under this Agreement.

ARTICLE IV OBLIGATION TO MAINTAIN AND REPAIR

4.1 – The Lessor shall, at its expense, maintain the Leased Premises and keep the same in good repair, free from dangerous or defective conditions. The Lessor may enter upon the Leased Premises at any time for the purpose of inspection and to make necessary repairs and replacements.

4.2 – The Lessee shall reimburse the Lessor for any repairs to the Leased Premises from damage that exceeds normal wear and tear to be expected from the lawful and proper use of the Leased Premises and the sole cause of which was the intentional or negligent acts or omissions of the Lessee's employees or agents. Except as provided in this section, the Lessee shall not be responsible for any repair or maintenance of the Leased Premises.

4.3 – The Lessee shall notify the Lessor of the need for any repairs or replacements to the Leased Premises. The Lessor shall provide to the Lessee a list of phone numbers for emergency and maintenance services. If the Lessee is unable to contact the Lessor or its authorized agent for repairs to the Leased Premises within a reasonable length of time, and in order to maintain the Leased Premises in a suitable condition for use by the Lessee under this Agreement, in such circumstances the Lessee may reasonably contract for such repairs, which will be paid for by the Lessor or deducted from the rental installments remaining to be paid by the Lessee.

ARTICLE V MISCELLANEOUS

5.1 – The Lessee may not assign, sublet, or otherwise transfer or convey its interest, or any portion of its interest, in the Leased Premises to any third party without the prior written consent of the Lessor. Any attempted transfer in violation of this section shall be void. This section shall not prohibit Lessee from providing parking privileges to Lessee's employees, guests, and agents.

5.2 – Any notice required or permitted under this Agreement shall be in writing and deemed to have been served and given when (a) delivered in person to the party to whom the notice is given; (b) sent via U.S. mail, postage prepaid, by registered or certified mail, return receipt requested; or (c) deposited with a nationally recognized overnight courier service. Notices shall be addressed to the parties at their respective addresses as follows:

If to the Lessor: Michigan Senate
Attn: Jordan C. Hankwitz
201 Townsend Street, Suite 2500
Lansing, Michigan 48933

With a copy to: Scott Hughes, General Counsel
S-106 Capitol Building
100 N. Capitol Avenue
Lansing, Michigan 48933

If to the Lessee: City of Lansing
Attn: Mayor Andy Schor
124 West Michigan Avenue
Lansing, Michigan 48933

With a copy to: City Attorney James D. Smiertka
124 West Michigan Avenue
Lansing, Michigan 48933

5.3 – This Agreement embodies the entire agreement of the parties concerning the subject matter of this Agreement. No amendment of this Agreement shall be binding on either party unless set forth in a written agreement executed by both parties.

5.4 – Michigan law governs this Agreement.

5.5 – This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

5.6 – This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile transmission, and a facsimile of this Agreement or of a signature of a party will be effective as an original.

5.7 - The person signing this Agreement on behalf of each party acknowledges and certifies that he/she does so with the requisite authority to act on behalf of and bind the party.

In witness whereof, the parties execute this Agreement to be effective on the date first stated above.

Witness:

Michigan Senate, Lessor

Name: _____

Jordan C. Hankwitz
Director, Senate Business Office

Witness:

City of Lansing, Lessee

Name: _____

Name: _____
Title: _____

EXHIBIT A TO AGREEMENT
Depiction of Leased Premises