



AGENDA
Committee of the Whole
Monday, September 21, 2020 @ 5:00 p.m.

<https://us02web.zoom.us/j/85315048120>; ID 853 1504 8120; Dial In: (646) 876 9923
email comments prior to the meeting to sherrie.boak@lansingmi.gov

Council Member Spadafore, Chairperson
Council Member Hussain, Vice Chairperson

- 1) **Call to Order**
- 2) **Roll Call**
- 3) **Minutes**
 - September 14, 2020
- 4) **Public Comment on Agenda Items (Up to 3 Minutes)**
- 5) **Presentation:**
 - Lansing Shuffleboard and Social Club, LLC
- 6) **Discussion/Action:**
 - A.) RESOLUTION– Set Public Hearing; Lansing Economic Development Corporation (LEDC) Downtown Lansing Riverfront Project, Lansing Shuffleboard and Social Club, LLC
 - B.) DISCUSSION – Lease Agreement; Lansing Shuffleboard and Social Club, LLC 325 Riverfront Drive
 - C.) RESOLUTION – Fiscal Year 2021/2022 Budget Priorities
 - D.) ORDINANCE – Amend Property Tax Exemption Guidelines
- 7.) **Other**
- 8.) **Adjourn**

With Executive Order 2020-4, Governor Whitmer declared a statewide State of Emergency due to the spread of the novel coronavirus (COVID-19). To mitigate the spread of COVID-19 and to provide essential protections to vulnerable Michiganders and this State's health care system and other critical infrastructure, it is crucial that all Michiganders take steps to limit in-person contact, particularly in the context of large groups. Therefore, the above meetings will be conducted via audio/video conference.

The meetings are being held electronically in accordance with the Open Meetings Act in an effort to protect the health and safety of the public. Members of the public wishing to participate in the meeting may do so by logging into or calling into the meetings using the website or phone number above, and meeting ID provided. Michigan Executive Order 2020-154 provides temporary authorization of remote participation in public meetings and hearings.

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

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



MINUTES
Committee of the Whole
Monday, September 14, 2020 @ 5:00 p.m.

<https://us02web.zoom.us/j/81041850502>; ID: 810 4185 0502; Dial In: (646) 876 9923

CALL TO ORDER

Council President Spadafore called the meeting to order at 5:00 p.m.

PRESENT- via audio/video

Councilmember Peter Spadafore
Councilmember Adam Hussain
Councilmember Carol Wood
Councilmember Patricia Spitzley – arrive at 5:05 p.m.
Councilmember Kathie Dunbar
Councilmember Brandon Betz
Councilmember Jeremy Garza
Councilmember Brian T. Jackson

MEMBERS PRESENT- via audio/video

Sherrie Boak, Council Staff – arrived at 5:05
Jim Smiertka, City Attorney
Lisa Hagen, Assistant City Attorney
Samantha Harkins, Deputy Mayor
Greg Venker, Assistant City Attorney
Chris Swope, City Clerk
Brian Jackson, Deputy City Clerk
Don Kulhanek, EDP
Doris Witherspoon, EDP
Kim Coleman, HRCS Director
David Fisher
Dan Dekker
Dayna Reynolds
Doug Fleming, LHC
Robert Widigan
Brian Lefler
Jake Brower
Andy Kilpatrick, Public Service
Jim Kiefer
Katrina Urista, HRCS

Minutes

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE MINUTES FROM AUGUST 31, 2020 AS PRESENTED. ROLL CALL VOTE, MOTION CARRIED 7-0.

Public Comment

Mr. Fisher, spoke in opposition to the Red Cedar assessment.

Mr. Dekker, spoke in opposition to the Red Cedar assessment and asked for a new assessment.

Ms. Reynolds, asked for further discussions with the residents on the Montgomery Drain Special Assessment.

Discussion/Action

RESOLUTION – Disposition of City Property; Transfer of Properties Administered by the Lansing Housing Commission to the Lansing Housing Commission

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE RESOLUTION FOR THE TRANSFER OF PROPERTIES TO THE LANSING HOUSING COMMISSION.

Council Member Wood explained to the Committee members that the property is in the City name only because LHC was not able to own them solely in their name. The funds to purchase these were HUD dollars applied for by the LHC and they can only obtain them by removing the City name. Council Member Jackson asked why if the only thing the City has is name only, why there is even action required if it is not official City property, and also asked if there are any plans for those parcels and other action required besides removing the name only. Mr. Fleming confirmed they are not official City properties and HUD will not allow the City to hang onto properties they do not own. As relates to the sale, the process they have to go through to dispose of the house; the deeds need to be in the Lansing Housing Commission name. Once they own them they can transfer. With the pre-approval with HUD, they can make a bid available, work with outside groups and organizations on obtaining the homes from them, but he clarified none of that can be done until they own them. Council Member Jackson appealed that in his opinion he believed that can be done without ownership, making arrangements as a pending purchase.

ROLL CALL VOTE, MOTION CARRIED 7-1.

RESOLUTION – Set Public Hearing; Montgomery Drain District Public Improvement III; Assessment Roll

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE RESOLUTION TO SET THE PUBLIC HEARING FOR OCTOBER 12, 2020 FOR THE MONTGOMERY DRAIN DISTRICT PUBLIC IMPROVEMENT.

Council Member Spitzley noted that there appears to still be a lack of information to the public and would like to impress upon the Ingham County Drain Commissioner he needs to be better at communication to the residents. Council President Spadafore offered to hold a neighborhood meeting(s) with the 1st Ward Council Member and Director of Public Service on the topic. Council Member Wood supported that meeting, and asked Mr. Kilpatrick to speak to the Committee on how they came up with the figures. She also inquired into if there would be details on the City website. Lastly, she asked the OCA to make sure Council was not making potential decisions on this action that were similar to a fee and potential litigation. Mr. Smiertka stated this was not similar to a fee, and the procedure is in the Charter and ordinances. He also assured the Committee that the public, after the assessment would have 60 days to write an appeal. Mr. Kilpatrick confirmed that the City used the same method that

the Drain Commissioner used; acreage in the district and using that factor for the drainage. Council President Spadafore asked what the average would be and Mr. Kilpatrick speculated \$6,000-\$7,000 for residential and \$50,000 to \$2.7 million commercial. He did note that one unusual parcel is owned by BWL which is vacant and it was calculated as "meadow" on 2-6% slope and not included in the spreadsheet. Council Member Wood asked if they measured property line to property or included the right of way. Mr. Kilpatrick confirmed they only used the acreage of the parcel. Council Member Wood noted for the record and the public present, that since the City is performing and collecting the assessment it is important the City provide the public with details on the assessment, even though it is a Drain Commission construction project. Mr. Kilpatrick acknowledged his department will be establishing a separate City webpage specific to the project, and referring any questions on the project itself to the Ingham County Drain office. Council President Spadafore asked if Mr. Kilpatrick could provide the exact numbers to his earlier question before Council and Mr. Kilpatrick confirmed.

COUNCIL MEMBER HUSSAIN WITHDREW HIS MOTION AT THIS TIME, PENDING FURTHER INFORMATION FROM MR. KILPATRICK IN THE MEETING,

RESOLUTION – Annual Action Plan; Substantial Amendment; Second Allocation of CARES Act Funds for Emergency Solutions Grant-CV2

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE RESOLUTION FOR THE ANNUAL ACTION PLAN, AMENDMENT SECOND ALLOCATION CARES ACT FUNDS FOR EMERGENCY SOLUTIONS GRANT –CV2.

Mr. Kulhanek confirmed this is the 2nd round of CARES Act funds, just focused on ESG. This request is for approval to provide those funds, and they have followed all the same processes they have done in the past. Ms. Coleman and Ms. Urista were available for questions at this time. Council Member Wood asked if the City will be reimbursed on what they have already spent or were these new dollars. Also a question on a timeline for the funding was asked by Council Member Wood. Ms. Urista confirmed they are new dollars and the time they can spend is from March 1, 2020 to September, 2022. Some of the funds have been spent by agencies but the City has not been reimbursed yet. Council Member Wood asked if those will be able to be reimbursed and Ms. Urista confirmed those agencies could be as long as they are eligible. Council Member Spitzley asked what entities work with the homeless and what the plan is for funds to those. She also asked if entities have already spent can they re-apply, and if so is there a limit. Ms. Urista confirmed that Continuum of Care is a group of human service agencies and they had an open application process for those agencies to apply. There were four (4) agencies that did the application process and as part of that there is a strategic plan to set guidelines and help mitigate and address homelessness. The next thing they are working on will be helping citizens from getting evicted.

ROLL CALL VOTE, MOTION CARRIED 8-0.

RESOLUTION – Set Public Hearing; Montgomery Drain District Public Improvement III; Assessment Roll- CONTINUED

To the earlier question from Council President Spadafore on the average cost per residence and commercial, Mr. Kilpatrick was able to provide the following at this time:

SFR Residential - \$6,681.00 Commercial - \$243,445.00

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE RESOLUTION TO SET THE PUBLIC HEARING FOR OCTOBER 12, 2020 FOR THE MONTGOMERY DRAIN DISTRICT SPECIAL ASSESSMENT. ROLL CALL VOTE, MOTION CARRIED 8-0.

Presentation

City Clerk Overview on Absentee Ballots

Mr. Swope provided a brief presentation on voting, voter registration changes, absentee applications, and the absent process. Council President Spadafore asked if the City was paying for the returned postage on absentee ballots, at which Mr. Swope confirmed but stated the would be reimbursed. Council Member Wood asked for details to be provided on where inside Alfreda Schmidt the voting will take place. She then asked him to address the statements made in social media about voting more than once. Mr. Swope confirmed it is illegal to vote twice, and they do verify all signature. A resident can go to www.michigan.gov/vote to track their ballot and verify it is received. All collection boxes will be picked up the night of the election up until 8 pm. Council Member Garza asked what he would recommend on mailing the absentee ballots back, and Mr. Swope recommended not mailing if it is less than a week before the election, but to bring them to one of the many drop boxes they have.

RESOLUTION –Grant Acceptance; Election Equipment Grant (referred same night)

Mr. Swope noted in his presentation that funds would be used for drop boxes, long term items, expanding in person voting opportunities, and outreach for the potential 45,000 absentee voters. Council Member Hussain inquired if there would be a City match and was informed by Mr. Swope there would not be

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE RESOLUTION FOR THE GRANT ACCEPTANCE FOR ELECTION EQUIPMENT. ROLL CALL VOTE, MOTION CARRIED 8-0.

DISCUSSION – Fiscal Year 2021/2022 Budget Priorities

Council President Spadafore acknowledged the Committees for their work on the priorities thus far, and confirmed final action will take place at the 9/21/2020 Committee and Council meetings.

Adjourn

The meeting adjourned at 6:14 pm
Respectfully Submitted by,
Sherrie Boak, Recording Secretary
Lansing City Council
Approved by the Committee



Detroit Rising Development
1515 W. Lafayette
Detroit, MI 48216
www.detroitrisingdevelopment.com

DSC HOSPITALITY, LLC

DETROIT, MI

PREPARED FOR:

Lansing Shuffleboard & Social Club
325 Riverfront Drive
Lansing, Michigan

PREPARED BY:

DETROIT RISING DEVELOPMENT
Jonathan Hartzell



**Something new, something unique,
with a flavor that is all Lansing.**

INTRODUCTION

LANSING SHUFFLEBOARD AND SOCIAL CLUB

Lansing Shuffleboard and Social Club will be a community gathering space, known for its distinctive atmosphere, first-rate food, and engaging programming. We envision the space becoming a destination in Lansing, active with restaurants, retailers, artists, music, events and more - an eclectic blend that reflects the unique essence of its community.

We will create a dynamic two-story space that will be a vibrant destination. We will create a food hall with 6-7 food vendor units, a full-service bar, a common kitchen prep and cooler space, plus a portable wall system for flexible gallery and private event space, and a redesigned patio. A second floor mezzanine will be built out to house shuffleboard courts, an art gallery, and a small bar.

It's about offering something new, something unique, with a flavor that is all Lansing.

INSPIRED BY DETROIT SHIPPING CO.

Detroit Shipping Co. is a 10,000 sq. ft. restaurant collective and beer garden composed of 21 refurbished shipping containers. Inside this architecturally renowned space are five affordable, upscale food truck-style eateries, two full-service bars, a stage, galleries for local artists and retailers, and two private lounges. The goal was to bridge the gap between two established neighborhoods in Detroit by building something new and unexpected from something used and well travelled. Today, Detroit Shipping Co. is a unique destination and entertainment space, with its food hall vendors often cited as some of Detroit's best restaurants.



THE TEAM

DEVELOPER

Detroit Rising Development will oversee development & construction management of the project build out. Detroit Rising Development is a Detroit-specialized development and construction management group. Focused on the rehabilitation and revitalization of Detroit, they are making a name for themselves through innovative concepts and strong partnerships. They are the group behind Detroit Shipping Co. and other projects like Complex444, Pedaler Building, and Little Biscuit Brewing Company.

OPERATIONS/MANAGEMENT

Born from the success of Detroit Shipping Co., DSC Hospitality will be the operating team responsible for the day-to-day management and happenings at the Lansing Shuffleboard and Social Club.



PROJECT INSPIRATION

2017 Project Rendering



PROJECT INSPIRATION

2018 Completed Project Photo



EXECUTIVE SUMMARY

We will transform former Lansing City Market into the Lansing Shuffleboard and Social Club, a multi-purpose social experience offering local residents a gathering space with a variety of affordable food options, entertainment, and employment opportunities.

Brought to you by Detroit Rising Development, it will be modeled after our award-winning food hall and beer garden, Detroit Shipping Company. Lansing Shuffleboard and Social Club will be fashioned on these same principles: a distinctive atmosphere, first-rate food, and engaging programming.

We will activate the site by programming community and social events, such as weekly open mic nights, cooking classes, bar tastings, educational programming, and fun community date nights that are open to the public. We will build out a second-floor mezzanine to contain a bar, six shuffleboard courts, and an art gallery. We have seen the success of this concept at Detroit Shipping Co. and know it can work at the Lansing City Market property, a great location adjacent to the riverfront and nearby to large institutional and event anchors.



EXECUTIVE SUMMARY

DSC Hospitality, the newly formed operating entity affiliated with Detroit Rising Development, will be responsible for site programming, organizing the management team and all property operation financials. Detroit Rising Development is the developer and construction manager for the project. Having worked together before on Detroit Shipping Co. and other projects, the Lansing Market is a natural extension of their partnership.

The Lansing City Market building was constructed in 2010 and operated as a public urban market until 2018. Since then, there has been much public speculation about the highest and best use for the building but ultimately the City determined that an anchor food and beverage user would fit the bill.

The City of Lansing reached out to Detroit Rising Development, toured the successful Detroit Shipping Co., and requested we bring our fun and creative food hall and event concept to their City Market site. Our plans will add to the investment in Rotary Park and bring something exceptional to residents.



WE ARE

Focused on food and social gatherings.

An inclusive, all-ages, open environment.

A meeting spot for those attending Lansing events (Lansing Center, sports, etc).

A low risk entry for entrepreneurs.

A place to sit and eat and work on weekdays.

Family-friendly during appropriate hours.

A venue for local bands and atmospheric live music (think Sunday Jazz brunch).

An event space.

Dog friendly.



WE ARE NOT

A concert hall.

A dive bar.

A dance club.

A chain or part of a large corporation.

An after-hours bar.

An exclusive club.

THE MIX

6-7 Restaurants

Full service bar with pop-up stations for best experience

Art gallery featuring local artists

Private lounges with movable walls to allow for a variety of party sizes and activities

6 Shuffleboard courts

1 Stage

Outdoor covered patio

70+ new construction & permanent jobs

15,650 sq/ft after activation



PROJECT INSPIRATION

2017 Project Rendering



PROJECT INSPIRATION

2018 Completed Project Photo



PROJECT INSPIRATION

2017 Project Rendering



PROJECT INSPIRATION

2018 Completed Project Photo

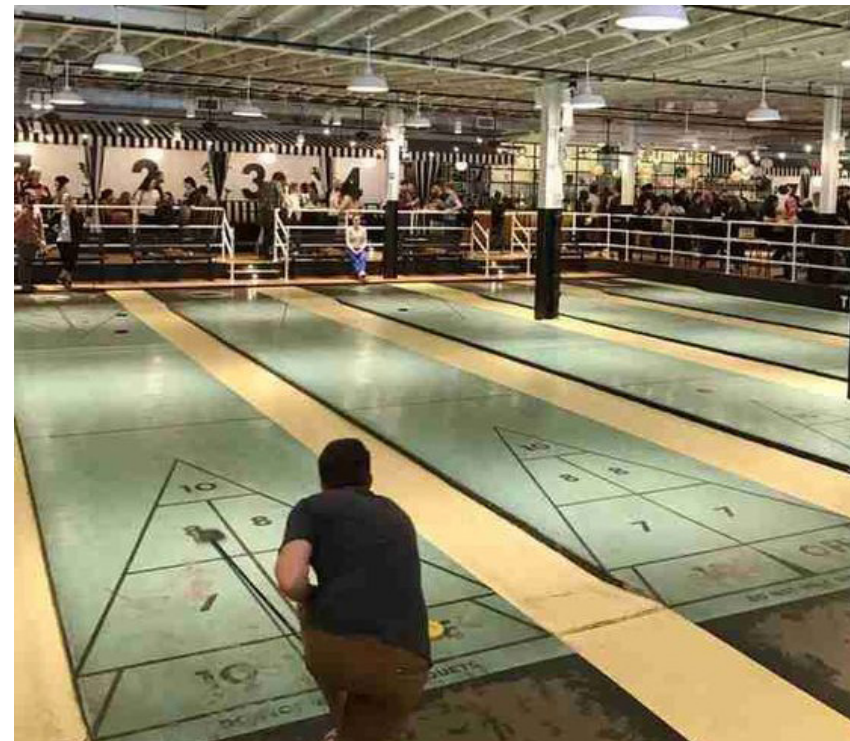


SHUFFLEBOARD CLUB

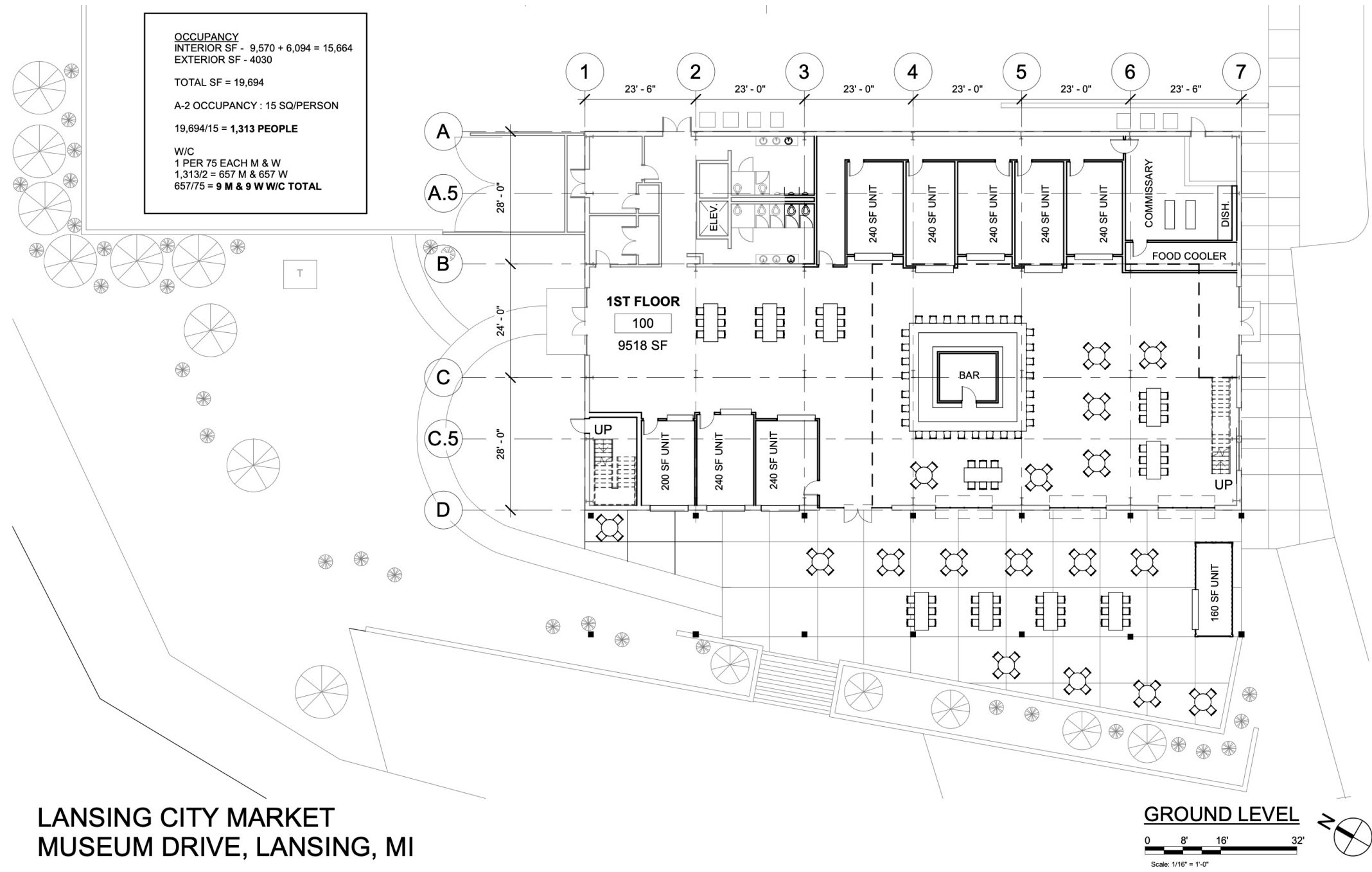
Private weeknight shuffleboard league by private reservation.

Courts open to public during weekends.

Helps attract happy hour crowds during slower business days.



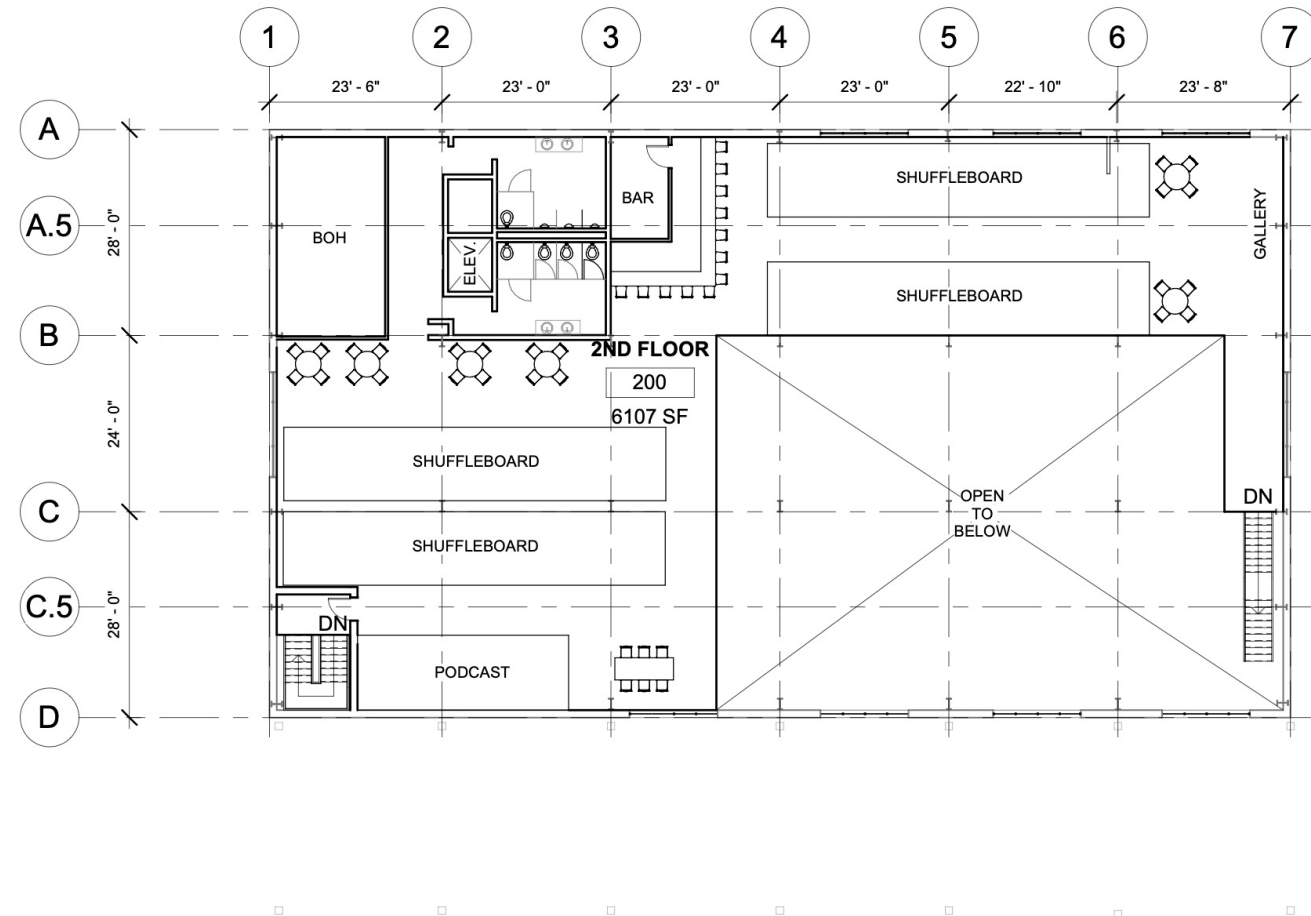
FLOOR PLANS



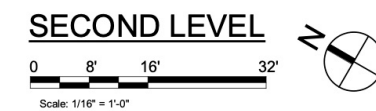
LANSING CITY MARKET
MUSEUM DRIVE, LANSING, MI



FLOOR PLANS



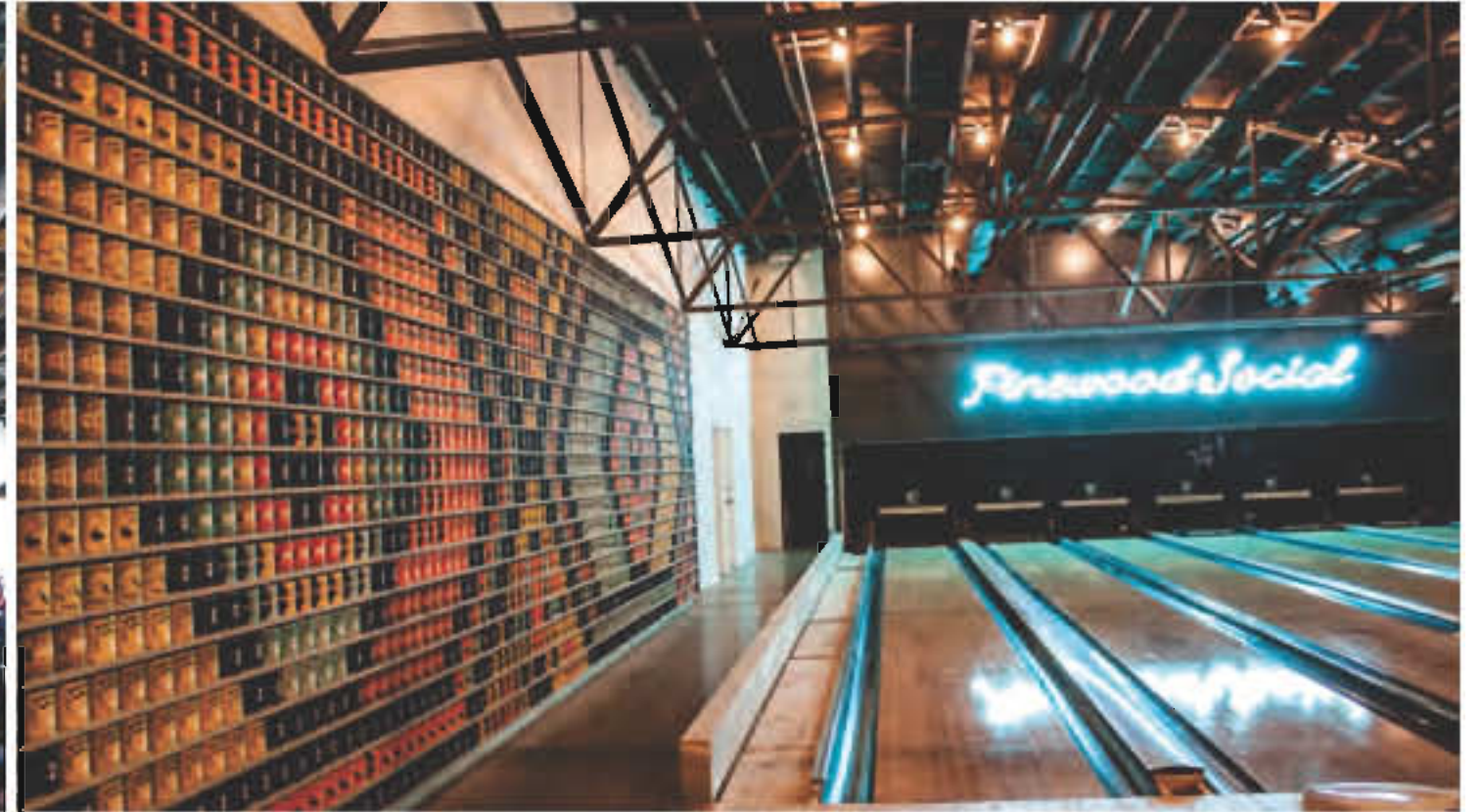
LANSING CITY MARKET
MUSEUM DRIVE, LANSING, MI



DETROIT **RI**SING









THANK YOU.

DETROIT  **RI**SING

LANSING ECONOMIC DEVELOPMENT CORPORATION

1000 S. Washington Square, Suite 201

Lansing, Michigan 48910

(517) 702-3387

Project Plan:

LANSING SHUFFLEBOARD AND SOCIAL CLUB LLC PROJECT

325 CITY MARKET DRIVE, LANSING, MI 48933

September 8, 2020

For

LANSING SHUFFLEBOARD AND SOCIAL CLUB LLC

1515 W Lafayette, Suite 201, Detroit, MI 48216

Approved by Lansing Economic Development Corporation: 09/11/2020

Approved by Lansing City Council: ___ / ___ / ____

The following information is submitted in response to the requirements of Section 8(4) of the Economic Development Corporations Act, No 338 of 1974, as amended, and this information accurately presents the intent of this enterprise to pursue and complete this project in the project area approved on September 11, 2020 by the Economic Development Corporation of the City of Lansing (the “Corporation”).

THE ACT REQUIRES THAT A PROJECT PLAN CONTAIN THE FOLLOWING INFORMATION:

A. THE LOCATION AND EXTENT OF EXISTING STREETS AND OTHER PUBLIC FACILITIES WITHIN THE PROJECT DISTRICT AREA, AND SHALL DESIGNATE THE LOCATION, CHARACTER, AND EXTENT OF THE CATEGORIES OF PUBLIC AND PRIVATE LAND USES THEN EXISTING AND PROPOSED FOR THE PROJECT AREA, INCLUDING RESIDENTIAL, RECREATIONAL, COMMERCIAL, INDUSTRIAL, EDUCATIONAL AND OTHER USES, AND SHALL INCLUDE A LEGAL DESCRIPTION OF THE PROJECT AREA. [Section 8 (4) (a)].

1. Location and extent of existing streets and other public facilities within the project area:

There are no existing public streets in the project area. Other public facilities within the project area include:

- Lansing City Market Building
- Riverfront Park (portion)
- Rotary Park
- Parking Facilities

2. Designation of the location, character and extent of the public and private land uses for the project area:

The project area is located at 325 City Market Drive, Lansing, MI 48933. The project area includes a 11,120 sq. ft. building, attached patio area, and underlying real property located at 325 City Market Drive, Lansing, MI 48933, which is commonly referred to as the “City Market Building Site” and is described as “Parcel 1” in EXHIBIT 1. The project area also includes publicly owned park property and parking facilities located at 325 City Market Drive, Lansing, MI 48933, which is commonly referred to as “Riverfront Park” and “Rotary Park”.

Lansing Shuffleboard and Social Club LLC (the “Developer”) has offered to lease the City Market Building Site from the City of Lansing for its proposed use as a food hall and events space, while continuing to provide City Parks and Recreation related activities for the benefit of the public, including, but not limited to, vending

refreshments, providing public entertainment and education, and space for public gathering.

Current Property Class: Residential-Exempt

Current Zoning: A-Residential-Exempt

3. Legal description of the project area:

325 CITY MARKET DRIVE, LANSING, MI 48933
Parcel Number: 33-01-01-16-253-002

COM 360 FT W OF NE COR LOT 1, TH S 00DEG 05MIN 21SCD W 323 FT, S 32DEG 43MIN 09SCD E 212.85 FT, SE'LY ON 451.57 FT RAD CURVE TO RT CHORD BEARING S 25DEG 08MIN 02SCD W 480.55 FT, S 07DEG 00MIN 46SCD E 12.59 FT, N 24DEG 26MIN 12SCD W 37.25 FT, N 89DEG 58MIN 20SCD W 140.91 FT TO GRAND RIVER, N'LY ALONG RIVER TO S R/W LINE OF SHIAWASSEE ST, S 89DEG 58MIN 20SCD E 167.38 FT TO BEG; BLOCK 245 ORIG PLAT

B. A DESCRIPTION OF EXISTING IMPROVEMENTS IN THE PROJECT AREA TO BE DEMOLISHED, REPAIRED, OR ALTERED. A DESCRIPTION OF REPAIRS AND ALTERNATIONS, AND AN ESTIMATE OF THE TIME REQUIRED FOR COMPLETION. [Section 8 (4) (b)].

1. Existing improvements to be demolished, repaired or altered:

Alterations to existing improvements to the City Market Building Site include interior remodel, exterior façade remodel, and the activation of the outdoor patio area.

2. Estimate of time for completion of repairs, alterations and improvements:

Construction and improvements, including all repairs and alterations, to the City Market Building Site are estimated to be completed by the Developer on or before December 31, 2021.

C. THE LOCATION, EXTENT, CHARACTER, AND ESTIMATED COST OF THE IMPROVEMENTS, INCLUDING REHABILITATION CONTEMPLATED FOR THE PROJECT AREA AND AN ESTIMATE OF THE TIME REQUIRED FOR COMPLETION. [Section 8 (4) (c)].

1. Location of improvements:

The improvements will be to both the interior and exterior of the existing City Market building and within the City Market Building Site.

2. Description of extent and character of improvements:

Redevelopment of the City Market Building Site including the existing building and attached patio area, for use as a food hall and events space. Improvements include build-out of dining areas, kitchens, bar space, and a mezzanine level. Additional improvements to the façade, exterior patio seating area, and restrooms.

3. Estimate of time required for completion:

Construction and improvements by the Developer are estimated to be completed on or before December 31, 2021.

4. Estimated cost of improvements:

Estimated Total Project Costs: \$2,963,534

Estimated Hard Costs of Building Renovation and Site Improvements: \$2,347,500

D. A STATEMENT OF THE CONSTRUCTION OR STAGES OF CONSTRUCTION PLANNED, AND THE ESTIMATED TIME OF COMPLETION OF EACH STAGE. [Section 8 (4) (d)].

The project will be completed in a single stage of construction.

E. A DESCRIPTION OF THE PARTS OF THE PROJECT AREA TO BE LEFT AS OPEN SPACE AND THE USE CONTEMPLATED FOR THE SPACE. [Section 8 (4)(e)].

The “Riverfront Park” and “Rotary Park” currently serves as improved public park property. No use beyond public park property is contemplated for this space.

F. A DESCRIPTION OF PORTIONS OF THE PROJECT AREA WHICH THE CORPORATION DESIRES TO SELL, DONATE, EXCHANGE, OR LEASE TO OR FROM THE MUNICIPALITY AND THE PROPOSED TERMS. [Section 8 (4) (f)].

The Corporation does not desire to sell, donate, exchange, or lease to or from the municipality any portion of the project area.

G. A DESCRIPTION OF DESIRED ZONING CHANGES AND CHANGES IN STREETS, STREET LEVELS, INTERSECTIONS, AND UTILITIES. [Section 8 (4) (g)].

1. A description of desired zoning changes:

No zoning changes are anticipated for this project.

2. A description of desired changes in streets, street levels, intersections, and utilities:

No changes in streets, street levels, intersections, and utilities are anticipated for this project.

H. THE STATEMENT OF THE PROPOSED METHOD OF FINANCING THE PROJECT INCLUDING A STATEMENT BY A PERSON DESCRIBED IN SUBPARAGRAPH (J) INDICATING THE PAYMENT TO ALL PERSONS PERFORMING WORK ON THE CONSTRUCTION PROJECT OF THE PREVAILING WAGE AND FRINGE BENEFIT RATES (IF REQUIRED BY LAW) FOR THE SAME OR SIMILAR WORK IN THE LOCALITY IN WHICH THE WORK IS TO BE PERFORMED AND A STATEMENT OF THE ABILITY OF THE CORPORATION TO ARRANGE THE FINANCING. THE PREVAILING WAGE AND FRINGE BENEFIT RATES SHALL BE DETERMINED PURSUANT TO ACT NO. 166 OF THE PUBLIC ACTS OF 1965, AS AMENDED, BEING SECTIONS 408.551 TO 408.558 OF THE MICHIGAN COMPILED LAWS. [Section 8 (4) (h)].

1. The statement of the proposed method of financing the project, and the ability of the Corporation to arrange the financing:

The project will be a combination of financing including Developer equity, bank loans, Lansing Economic Development Corporation Business Loan funds, and Lansing Brownfield Redevelopment Authority Revolving Loan funds. Estimates of sources are provided below.

Total Project Costs	\$2,963,534
LBRA Loan Funds (to be requested)	\$400,000
LEDC Business Loan Funds (to be requested)	\$65,000
Developer Equity Investment	\$810,379
Bank Loans (Senior Loan and SBA Loan)	\$1,688,155

2. **A statement by person described in (J), below, indicating the payment to all persons performing work on the construction project of the prevailing wage and fringe benefit rates for the same or similar work in the locality in which the work is to be performed (if required by law):**

This project will be subject to City of Lansing Ordinance No. 855 of 8-31-1992 as contained in Chapter 206.18 of the City of Lansing Codified Ordinances titled "Prevailing wage and benefit standards prescribed."

206.18. - Prevailing wage and benefit standards prescribed.

(a) No contract, agreement or other arrangement for construction on behalf of the City and involving mechanics and laborers, including truck drivers of the contractor and/or subcontractors, employed directly upon the site of the work, shall be approved or executed by the City unless the contractor and his or her subcontractors furnish proof and agree that such mechanics and laborers so employed shall receive at least the prevailing wages and fringe benefits for corresponding classes of mechanics and laborers, as determined by statistics compiled by the United States Department of Labor and related to the Greater Lansing area by such Department.

(b) Any person, firm, corporation or business entity, upon being notified that it is in violation of this section and that an amount is due to his, her or its employees, shall have 30 days from the date of the notice to pay the deficiency by paying such employee or employees, whichever is appropriate, the amounts due. If the person, firm, corporation or business entity fails to pay within the 30-day period, he, she or it shall be subject to the penalty provided in Section 206.99.

(c) The provisions of this section shall be inserted in all bid documents requiring the payment of prevailing wages.

(d) The enforcement agency for this section shall be as determined by the Mayor.

(Ord. No. 855, 8-31-92)

- I. **A LIST OF PERSONS WHO WILL MANAGE OR BE ASSOCIATED WITH THE MANAGEMENT OF THE PROJECT FOR A PERIOD OF NOT LESS THAN ONE YEAR FROM THE DATE OF APPROVAL OF THE PROJECT PLAN.**
[Section 8 (4) (i)].

Jonathan Hartzell, authorized agent for the Developer, Lansing Shuffleboard and Social Club LLC.

- J. DESIGNATION OF THE PERSON OR PERSONS, NATURAL OR CORPORATE, TO WHOM THE PROJECT IS TO BE LEASED, SOLD, OR CONVEYED IN ANY MANNER AND FOR WHOSE BENEFIT THE PROJECT IS BEING UNDERTAKEN IF THAT INFORMATION IS AVAILABLE TO THE CORPORATION. [Section 8 (4) (j)].**

The property comprising the City Market Building Site to be leased to:

LANSING SHUFFLEBOARD AND SOCIAL CLUB LLC
1515 W Lafayette, Suite 201, Detroit, MI 48216
Jonathan Hartzell, Authorized Agent

- K. IF THERE IS NOT AN EXPRESS OR IMPLIED AGREEMENT BETWEEN THE CORPORATION AND PERSONS, NATURAL OR CORPORATE, THAT THE PROJECT WILL BE LEASED, SOLD, OR CONVEYED TO THOSE PERSONS, THE PROCEDURES FOR BIDDING FOR THE LEASING, PURCHASING, OR CONVEYING IN ANY MANNER OF THE PROJECT UPON ITS COMPLETION. [Section 8 (4) (k)].**

The City Market Building Site is owned by the City of Lansing and is to be leased to the Developer, Lansing Shuffleboard and Social Club LLC.

- L. ESTIMATES OF THE NUMBER OF PERSONS RESIDING IN THE PROJECT AREA AND THE NUMBER OF FAMILIES AND INDIVIDUALS TO BE DISPLACED. IF OCCUPIED RESIDENCES ARE DESIGNATED FOR ACQUISITION AND CLEARANCE BY THE CORPORATION, A PROJECT PLAN SHALL INCLUDE A SURVEY OF THE FAMILIES AND INDIVIDUALS TO BE DISPLACED INCLUDING THEIR INCOME AND RACIAL COMPOSITION, A STATISTICAL DESCRIPTION OF THE HOUSING SUPPLY IN THE COMMUNITY, INCLUDING THE NUMBER OF PRIVATE AND PUBLIC UNITS IN EXISTENCE OR UNDER CONSTRUCTION, THE CONDITION OF THOSE IN EXISTENCE, THE NUMBER OF OWNER-OCCUPIED UNITS AND RENTER-OCCUPIED UNITS, THE ANNUAL RATE OF TURNOVER OF THE VARIOUS TYPES OF HOUSING AND THE RANGE OF RENTS AND SALE PRICES, AN ESTIMATE OF THE TOTAL DEMAND FOR HOUSING IN THE COMMUNITY, AND THE ESTIMATED CAPACITY OF PRIVATE AND PUBLIC HOUSING AVAILABLE TO DISPLACED FAMILIES AND INDIVIDUALS. [Section 8 (4) (l)].**

No persons are residing in the project area nor will any families or individuals be displaced as part of this project.

M. A PLAN FOR ESTABLISHING PRIORITY FOR THE RELOCATION OF PERSONS DISPLACED BY THE PROJECT IN NEW HOUSING IN THE PROJECT AREA. [Section 8 (4) (m)].

None is required, no persons will be displaced as part of this project.

N. PROVISIONS FOR THE COSTS OF RELOCATING PERSONS DISPLACED BY THE PROJECT AND FINANCIAL ASSISTANCE AND REIMBURSEMENT OF EXPENSES, INCLUDING LITIGATION EXPENSES AND EXPENSES INCIDENT TO THE TRANSFER OF TITLE, IN ACCORDANCE WITH THE STANDARDS AND PROVISIONS OF THE FEDERAL UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970, 42 U.S.C. 4601 to 4655. [Section 8 (4) (n)].

None is required, no persons will be displaced as part of this project.

O. A PLAN FOR COMPLIANCE WITH ACT NO. 227, OF THE PUBLIC ACTS OF 1972 (AN ACT TO PROVIDE FINANCIAL ASSISTANCE, ADVISORY SERVICES AND REIMBURSEMENT OF CERTAIN EXPENSES TO PERSONS DISPLACED FROM REAL PROPERTY OR DEPRIVED OF CERTAIN RIGHTS IN REAL PROPERTY), BEING SECTIONS 213.321 TO 213.332 OF THE MICHIGAN COMPILED LAWS. [Section 8 (4) (o)].

None is required, no persons will be displaced as part of this project.

P. OTHER MATERIAL AS THE CORPORATION, LOCAL PUBLIC AGENCY, OR GOVERNING BODY CONSIDERS PERTINENT. [Section 8 (4) (p)].

- Exhibit 1.** Legal Description of Project Area and City Market Building Site Survey
- Exhibit 2.** Transfer of Employment Certificate
- Exhibit 3.** Lease Agreement
- Exhibit 4.** LEDC Business Finance Loan Pre-Application Form

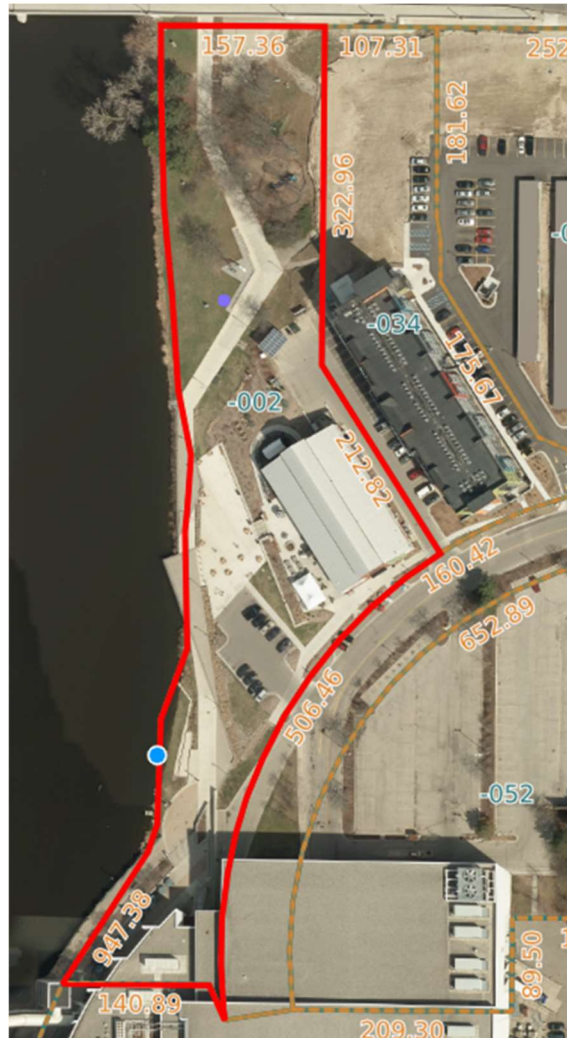
EXHIBIT 1
LEGAL DESCRIPTION OF PROJECT AREA
AND CITY MARKET BUILDING SITE SURVEY

Land and improved property in the City of Lansing, County of Ingham, Michigan, more particularly described as:

325 CITY MARKET DRIVE, LANSING, MI 48933

Parcel Number: 33-01-01-16-253-002

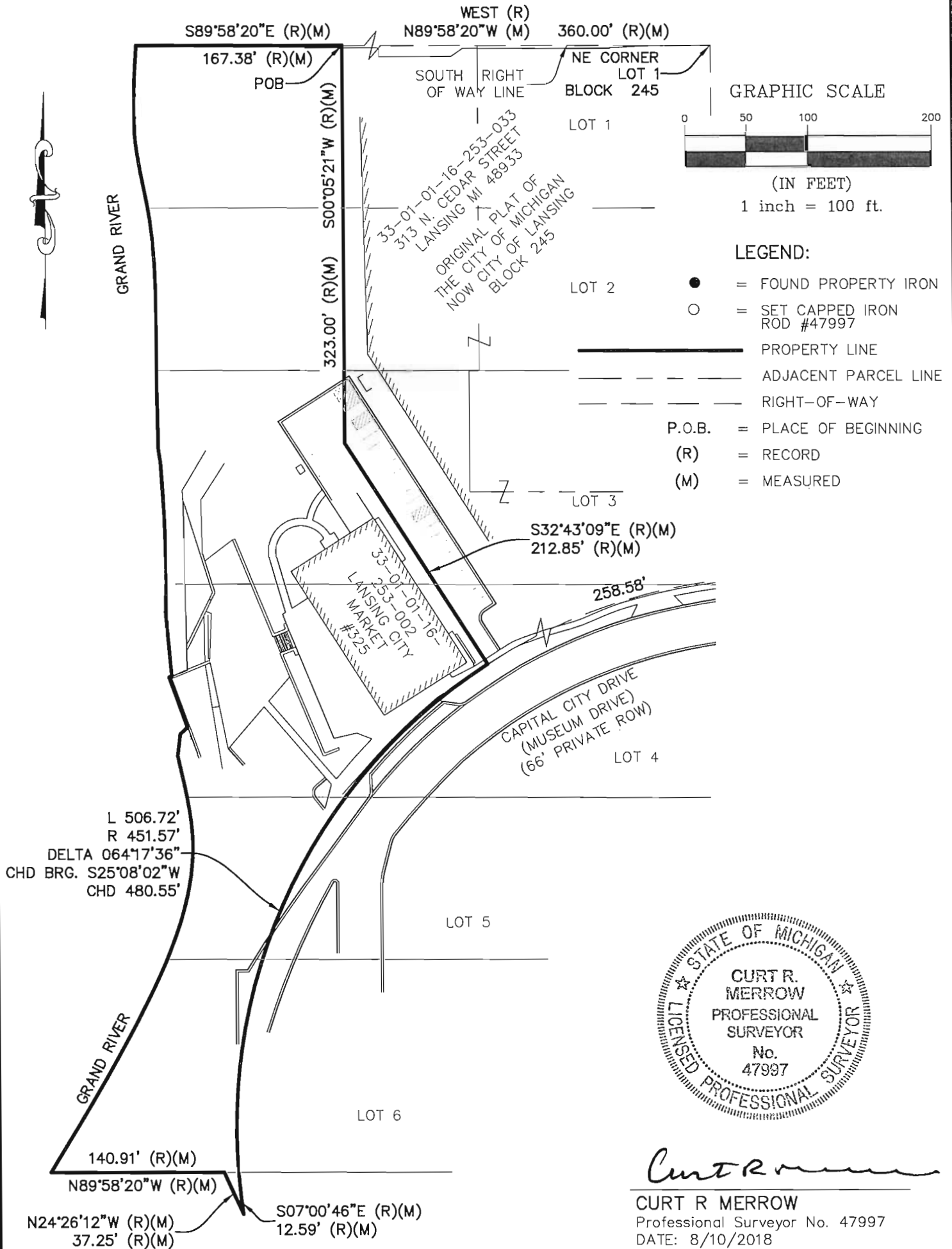
COM 360 FT W OF NE COR LOT 1, TH S 00DEG 05MIN 21SCD W 323 FT, S 32DEG 43MIN 09SCD E 212.85 FT, SE'LY ON 451.57 FT RAD CURVE TO RT CHORD BEARING S 25DEG 08MIN 02SCD W 480.55 FT, S 07DEG 00MIN 46SCD E 12.59 FT, N 24DEG 26MIN 12SCD W 37.25 FT, N 89DEG 58MIN 20SCD W 140.91 FT TO GRAND RIVER, N'LY ALONG RIVER TO S R/W LINE OF SHIAWASSEE ST, S 89DEG 58MIN 20SCD E 167.38 FT TO BEG; BLOCK 245 ORIG PLAT



Certificate of Survey

SHIAWASEE STREET

(82.5' PUBLIC ROW)



ENGINEERING PC

1210 N. CEDAR St., Suite B
LANSING, Michigan 48906
PHONE: (517) 853-7866
FAX: (517)-853-7869

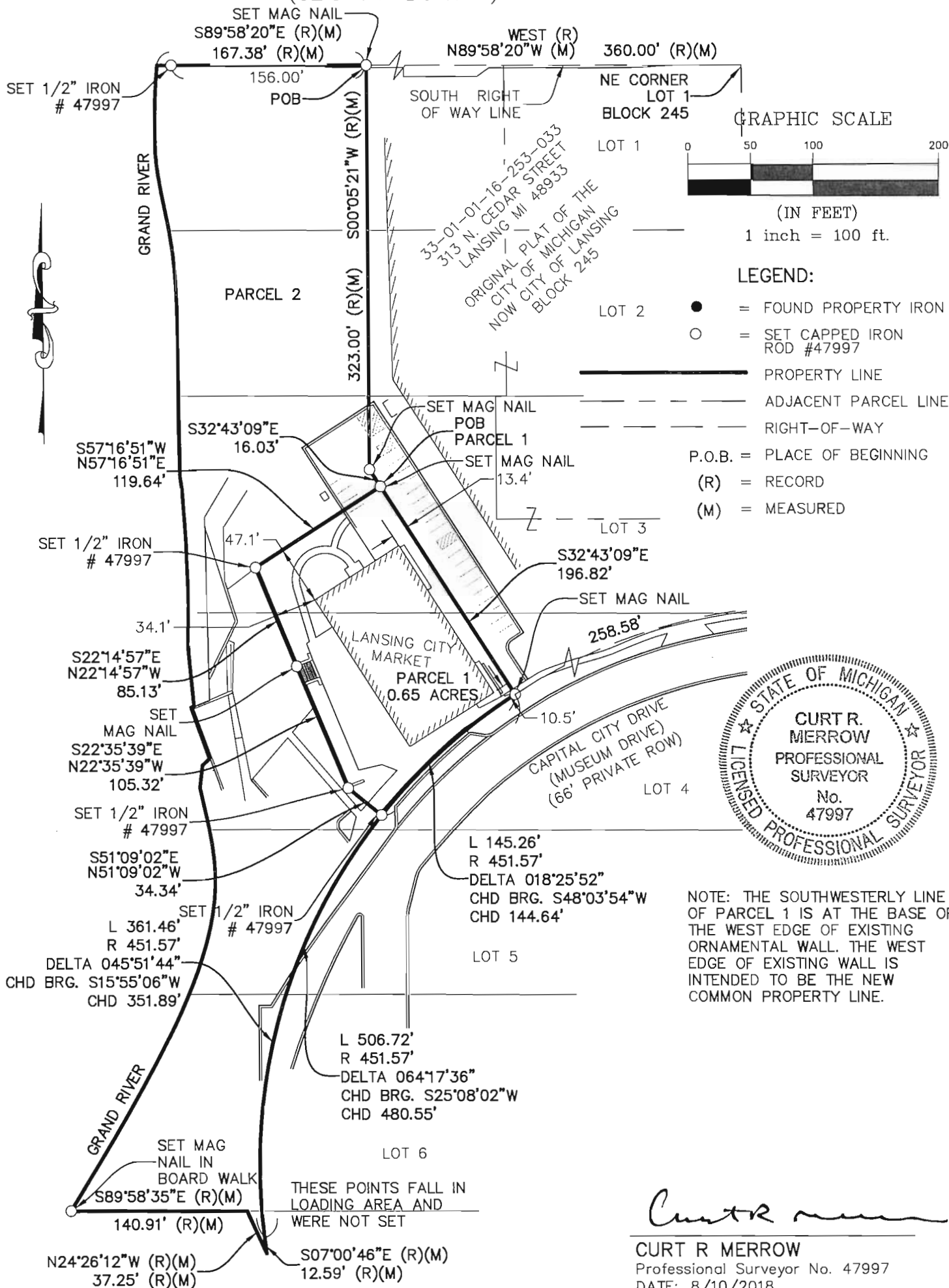
SURVEYED FOR:
CITY OF LANSING PARKS AND
RECREATION DEPARTMENT
200 N. FOSTER AVE.
LANSING, MI 48912
(517) 483-6936

FIELD: CRM	COMP: CRM
DRWG: RWL	CHKD: CRM
FILE NUMBER: CITY OF LANSING CITY MARKET SURVEY	
SHEET 1 OF 3	SHEET(S)

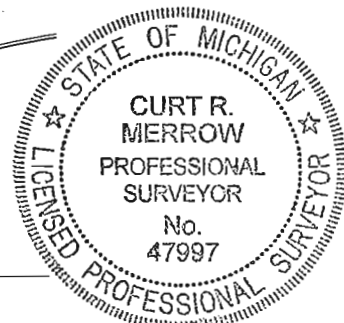
Certificate of Survey

SHIAWASEE STREET

(82.5' PUBLIC ROW)



NOTE: THE SOUTHWESTERLY LINE OF PARCEL 1 IS AT THE BASE OF THE WEST EDGE OF EXISTING ORNAMENTAL WALL. THE WEST EDGE OF EXISTING WALL IS INTENDED TO BE THE NEW COMMON PROPERTY LINE.



Curt R Merrow

CURT R MERROW
Professional Surveyor No. 47997
DATE: 8/10/2018



ENGINEERING PC

1210 N. CEDAR St., Suite B
LANSING, Michigan 48906
PHONE: (517) 853-7866
FAX: (517)-853-7869

SURVEYED FOR:
CITY OF LANSING PARKS AND
RECREATION DEPARTMENT
200 N. FOSTER AVE.
LANSING, MI 48912
(517) 483-6936

FIELD: CRM	COMP: CRM
DRWG: RWL	CHKD: CRM
FILE NUMBER: CITY OF LANSING CITY MARKET SURVEY	
SHEET 2 OF 3	SHEET(S)

Certificate of Survey

LEGAL DESCRIPTION AS PROVIDED:

TAX PARCEL 33-01-01-16-253-002 (325 CITY MARKET DRIVE)
COMMENCING 360 FEET WEST OF THE NORTHEAST CORNER OF LOT 1, THENCE S00°05'21"W 323 FEET;
THENCE S32°43'09"E 212.85 FEET; THENCE SOUTHWESTERLY ON A 451.57 FEET RADIUS CURVE TO THE
LEFT HAVING A CHORD BEARING S25°08'02"W 480.55 FEET; THENCE S07°00'46"E 12.59 FEET; THENCE
N24°26'12"W 37.25 FEET; THENCE N89°58'20"W 140.91 FEET TO GRAND RIVER; THENCE NORTHERLY ALONG
THE RIVER TO THE SOUTH RIGHT OF WAY OF SHIAWASSEE STREET; THENCE S89°58'20"E 167.38 FEET TO
THE POINT OF BEGINNING; BLOCK 245, ORIGINAL PLAT OF THE TOWN OF MICHIGAN, NOW CITY OF LANSING.

LEGAL DESCRIPTIONS AS SURVEYED:

PARCEL 1 (CITY MARKET BUILDING SITE)
COMMENCING 360.00 FEET N89°58'20"W (RECORDED AS WEST) OF THE NORTHEAST CORNER OF LOT 1, AND
S00°05'21"W 323.00 FEET AND S32°43'09"E 16.03 FEET TO THE POINT OF BEGINNING; THENCE
S32°43'09"E 196.82 FEET; THENCE SOUTHWESTERLY 145.26 FEET ALONG A 451.57 FEET RADIUS CURVE TO
THE LEFT HAVING A CHORD BEARING S48°08'54"W 144.64 FEET; THENCE N51°09'02"W 34.34 FEET; THENCE
N22°35'39"W 105.32 FEET; THENCE N22°14'57"W 85.13 FEET; THENCE N57°16'51"E 119.64 FEET TO THE
POINT OF BEGINNING; BLOCK 245, ORIGINAL PLAT OF THE TOWN OF MICHIGAN, NOW CITY OF LANSING,
CONTAINING 0.65 ACRES OF LAND, SUBJECT TO ANY AND ALL EASEMENTS AND/OR RESTRICTIONS OF
RECORD.

PARCEL 2
COMMENCING 360.00 FEET N89°58'20"W (RECORDED AS WEST) OF THE NORTHEAST CORNER OF LOT 1 TO
THE POINT OF BEGINNING, THENCE S00°05'21"W 323.00 FEET; THENCE S32°43'09"E 16.03 FEET; THENCE
S57°16'51"W 119.64 FEET; THENCE S22°14'57"E 85.13 FEET; THENCE S22°35'39"E 105.32 FEET; THENCE
S51°09'02"E 34.34 FEET; THENCE SOUTHWESTERLY 361.46 FEET ALONG A 451.57 FEET RADIUS CURVE TO
THE LEFT HAVING A CHORD BEARING S15°55'06"W 351.89 FEET; THENCE S07°00'46"E 12.59 FEET; THENCE
N24°26'12"W 37.25 FEET; THENCE N89°58'20"W 140.91 FEET TO GRAND RIVER; THENCE NORTHERLY ALONG
THE RIVER TO THE SOUTH RIGHT OF WAY OF SHIAWASSEE STREET; THENCE S89°58'20"E 167.38 FEET TO
THE POINT OF BEGINNING; BLOCK 245, ORIGINAL PLAT OF THE TOWN OF MICHIGAN, NOW CITY OF LANSING,
SUBJECT TO ANY AND ALL EASEMENTS AND/OR RESTRICTIONS OF RECORD.



Curt R Merrow

CURT R MERROW
Professional Surveyor No. 47997
DATE: 8/10/2018



1210 N. CEDAR St., Suite B
LANSING, Michigan 48906
PHONE: (517) 853-7866
FAX: (517)-853-7869

SURVEYED FOR:
CITY OF LANSING PARKS AND
RECREATION DEPARTMENT
200 N. FOSTER AVE.
LANSING, MI 48912
(517) 483-6936

FIELD: CRM	COMP: CRM
DRWG: RWL	CHKD: CRM
FILE NUMBER: CITY OF LANSING CITY MARKET SURVEY	
SHEET 3 OF 3	SHEET(S)

EXHIBIT 2
TRANSFER OF EMPLOYMENT CERTIFICATE

EXHIBIT 2
TRANSFER OF EMPLOYMENT CERTIFICATE

The undersigned, Jonathan Hartzell of LANSING SHUFFLEBOARD AND SOCIAL CLUB LLC, a Michigan Corporation (Name of "Company"), hereby certifies on behalf of said Company to the City of Lansing as follows:

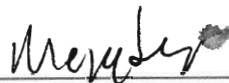
The LANSING SHUFFLEBOARD AND SOCIAL CLUB LLC Project (Name of "Project"), of the Economic Development Corporation of the City of Lansing shall not result in the transfer of the employment of more than 20 full-time persons from any municipality of the State of Michigan to the City of Lansing by reason of the use of the Project by the Company, or any other person, firm or entity presently anticipated by any officer, employee or other representative of the Company to be a potential user of any portion of the Project.

**LANSING SHUFFLEBOARD AND
SOCIAL CLUB LLC**
a Michigan Corporation

By: _____



Its: _____



Dated: _____

9-8-20

EXHIBIT 2
TRANSFER OF EMPLOYMENT CERTIFICATE

The undersigned, Karl Dorshimer of the ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF LANSING (the "Corporation"), hereby certifies on behalf of said Corporation to the City of Lansing as follows:

The LANSING SHUFFLEBOARD AND SOCIAL CLUB LLC Project (Name of "Project"), shall not result in the transfer of the employment of more than 20 full-time persons from any municipality of the State of Michigan to the City of Lansing by reason of the Project, or any other person, firm or entity presently anticipated by any officer, employee or other representative of the Corporation to be a potential user of any portion of the Project.

**ECONOMIC DEVELOPMENT
CORPORATION OF THE CITY OF
LANSING**

By: 

Dated: 9/9/2020

Its: Authorized Representative

EXHIBIT 3
LEASE AGREEMENT BETWEEN THE CITY OF LANSING AND LANSING
SHUFFLEBOARD AND SOCIAL CLUB, LLC

EXHIBIT 4
LEDC BUSINESS FINANCE LOAN PRE-APPLICATION FORM

**LANSING ECONOMIC DEVELOPMENT CORPORATION
BUSINESS FINANCING ASSISTANCE PROGRAM APPLICATION**

PRE-APPLICATION FORM

1. Name, mailing address, e-mail address, phone and fax numbers of applicant.
Jonathan Hartzell, Lansing Shuffleboard and Social Club LLC
1515 W Lafayette, Suite 201, Detroit, MI 48216
jon@detroitrisingdevelopment.com | (248) 854-8005
2. Project name and address of project.
Project Name: Lansing Shuffleboard and Social Club
Project Address: 325 City Market Drive, Lansing, MI 48933
3. Owner of project property.
City of Lansing
4. Project description. *Please include a thorough description of the new or expanded business activities that will be possible as a result of the project. Also include an explanation of how the project will stimulate business development and create positive economic benefits in the City of Lansing.*
See attached Project Introduction and Executive Summary
5. Collateral. *Provide an explanation of the collateral you plan to secure the LEDC loan. Include proof of ownership and current appraised value of property and outstanding mortgage balance.*
Class C Liquor License (financed by LEDC BFAP Loan Proceeds)
6. Complete the "Lansing City Treasurer Information Request Form".
See attached
7. Estimated sources and uses of funds. *Provide a DETAILED itemized budget in a spreadsheet format as shown below. Use as many line item categories as possible.*

Line Item Categories	<u>Funds Provided by Applicant</u>	<u>Funds Loaned by LEDC</u>	<u>Funds Loaned by LBRA</u>	<u>Funds Loaned by Other Lenders</u>	<u>TOTALS</u>
<u>Construction</u>	<u>\$475,000</u>	<u>\$0</u>	<u>\$400,000</u>	<u>\$1,425,000</u>	<u>\$2,300,000</u>
<u>FFE</u>	<u>\$11,875</u>	<u>\$0</u>	<u>\$0</u>	<u>\$35,625</u>	<u>\$47,500</u>
<u>Soft Costs</u>	<u>\$323,504</u>	<u>\$0</u>	<u>\$0</u>	<u>\$227,529</u>	<u>\$551,033</u>
<u>Liquor License & Fees</u>	<u>\$0</u>	<u>\$65,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$65,000</u>
<u>TOTALS</u>	<u>\$810,379</u>	<u>\$65,000</u>	<u>\$400,000</u>	<u>\$1,688,154</u>	<u>\$2,963,533</u>

**NOTICE OF PUBLIC HEARING
BEFORE THE CITY COUNCIL OF THE CITY OF LANSING
RELATING TO A PROJECT PLAN
FOR THE LANSING ECONOMIC DEVELOPMENT CORPORATION**

NOTICE IS HEREBY GIVEN that the City Council of the City of Lansing will hold a public hearing at 7:00 p.m., in the City Council Chambers, 10th Floor, Lansing City Hall (124 W Michigan Avenue), Lansing, Michigan, on October 12, 2020, on a Project Plan prepared by the Lansing Economic Development Corporation for a business finance assistance loan to Lansing Shuffleboard and Social Club, LLC (the "Project") for operational licenses necessary to open a proposed food hall concept and event space located on the property commonly known as 325 Riverfront Drive, formerly City Market Drive Lansing, but more particularly described as:

325 RIVERFRONT DRIVE, FORMERLY CITY MARKET DRIVE, LANSING, MI 48933

Parcel Number: 33-01-01-16-253-002

COM 360 FT W OF NE COR LOT 1, TH S 00DEG 05MIN 21SCD W 323 FT, S 32DEG 43MIN 09SCD E 212.85 FT, SE'LY ON 451.57 FT RAD CURVE TO RT CHORD BEARING S 25DEG 08MIN 02SCD W 480.55 FT, S 07DEG 00MIN 46SCD E 12.59 FT, N 24DEG 26MIN 12SCD W 37.25 FT, N 89DEG 58MIN 20SCD W 140.91 FT TO GRAND RIVER, N'LY ALONG RIVER TO S R/W LINE OF SHIAWASSEE ST, S 89DEG 58MIN 20SCD E 167.38 FT TO BEG; BLOCK 245 ORIG PLAT

A description of the proposed Project Plan is available for public inspection at the office of the Lansing Economic Development Corporation, 1000 S. Washington Ave., Suite 201, Lansing, Michigan. All aspects of the proposed Project Plan will be open for discussion at the public hearing, including the proposed loan of a maximum principal amount of \$65,000 by the Lansing Economic Development Corporation's Business Finance Assistance Program to assist in the financing of the Project. The Project Plan contains further information about the loan.

The City Council will consider the approval of the Project Plan only after the public hearing has been completed. The City Council shall provide an opportunity for all interested persons to be heard and shall receive and consider communications in writing with reference to the hearing. The public hearing shall provide the fullest opportunity for expression of opinion, for argument on the merits, and for introduction of documentary evidence pertinent to the proposed Project Plan.

NOTE: due to COVID -19, the public hearing may be held electronically in accordance with the Open Meetings Act in an effort to protect the health and safety of the public. Members of the public wishing to participate in the meeting may do so by logging into or calling into the meetings using the website or phone number and Meeting ID provided on the October 12, 2020 meeting agenda. Michigan Executive Order 2020-154 provides for temporary authorization of remote participation in public meetings and hearings.

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

BY THE COMMITTEE OF THE WHOLE
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING
RESOLUTION TO SET A PUBLIC HEARING
(Lansing Shuffleboard and Social Club LLC Project)

WHEREAS, Lansing Shuffleboard and Social Club LLC has made application with the Lansing Economic Development Corporation (LEDC) for a business financing assistance loan to obtain operational licenses necessary to open a proposed food hall concept and event space on the property commonly known as 325 Riverfront Drive, formerly City Market Drive, Lansing (the Project); and

WHEREAS, with a continued effort to foster business development, expansion and renovation of properties within the City of Lansing, the LEDC has initiated a Business Financing Assistance Program and finds the Project to be within the targeted area for revitalization; and

WHEREAS, the Business Financing Assistance Program may utilize a portion of the LEDC's capital to make funds available for financing the Project; and

WHEREAS, the LEDC Board of Directors, in conformity with Public Act 338 of 1974, as amended (the "Act"), has approved the Project Plan, including a Project Area and Project District Area for the Project; and

WHEREAS, Section 8 of the Act requires that before the LEDC acquires an interest in property or incurs obligations for a specific project, the corporation shall prepare a project plan, conduct a public hearing on the matter and secure the approval of the City Council; and

WHEREAS, at such hearing, the City Council shall provide an opportunity for interested persons to be heard and shall receive and consider communications in writing with reference to the hearing; and

WHEREAS, Section 4 of the Act requires the appointment of 2 additional Directors of the LEDC who shall serve only in respect to this project and shall be representative of neighborhood residents and business interests likely to be affected by the project proposed by the corporation and who shall cease to serve when the project is either abandoned or, if undertaken, is completed in accordance with the project plan;

NOW, THEREFORE, BE IT RESOLVED that a public hearing be held in the City Council Chambers of the City of Lansing, 10th Floor, Lansing City Hall, Lansing, Michigan, on October 12, 2020 at 7:00 p.m. for the Lansing Shuffleboard and Social Club LLC Project Plan and Project Area, as designated by the LEDC, under Public Act 338 of 1974 more particularly described as:

325 RIVERFRONT DRIVE, FORMERLY CITY MARKET DRIVE, LANSING, MI 48933
Parcel Number: 33-01-01-16-253-002

COM 360 FT W OF NE COR LOT 1, TH S 00DEG 05MIN 21SCD W 323 FT, S 32DEG 43MIN 09SCD E 212.85 FT, SE'LY ON 451.57 FT RAD CURVE TO RT CHORD BEARING S 25DEG 08MIN 02SCD W 480.55 FT, S 07DEG 00MIN 46SCD E 12.59 FT,

N 24DEG 26MIN 12SCD W 37.25 FT, N 89DEG 58MIN 20SCD W 140.91 FT TO GRAND RIVER, N'LY ALONG RIVER TO S RW LINE OF SHIAWASSEE ST, S 89DEG 58MIN 20SCD E 167.38 FT TO BEG; BLOCK 245 ORIG PLAT

BE IT FURTHER RESOLVED that the territory surrounding said designated Project Area will not be significantly affected by the Project and, therefore, a Project District Area is hereby recognized as having the same description as the Project Area.

BE IT FURTHER RESOLVED, due to COVID -19, the public hearing may be held electronically in accordance with the Open Meetings Act in an effort to protect the health and safety of the public. Members of the public wishing to participate in the meeting may do so by logging into or calling into the meetings using the website or phone number and Meeting ID provided on the October 12, 2020 meeting agenda. Michigan Executive Order 2020-154 provides for temporary authorization of remote participation in public meetings and hearings.

BE IT FURTHER RESOLVED that the City Clerk shall provide notice of the time and place of the hearing given by publication once in a newspaper of general circulation designated by the municipality, not less than 10 days before the date set for the hearing.

BE IT FINALLY RESOLVED that the Lansing City Council hereby advises and confirms to the appointment by the Mayor of Julian Darden and Robert Widigan as additional directors to the Board of Directors of the LEDC solely for this project, pursuant to Section 4(2) of the Act, said persons being representative of neighborhood residents and business interests likely to be affected by the Project.

PROPOSED APPROVALS SCHEDULE
LEASE AGREEMENT & LEDC PROJECT PLAN FOR CITY MARKET PROJECT

September 9, 2020*	DRAFT Recommendations, Project Plan, and Resolution submitted via Laserfiche to the Mayor.
	Lease Agreement signed and placed on file (min. 30 days before public hearing)
September 11, 2020 LEDC	LEDC Board designates Project Area and approves Project Plan by resolution; recommends appointment by the Mayor of Julian Darden and Robert Widigan as 2 additional temporary directors to the LEDC Board for loan approval.
September 14, 2020 City Council	Presentation of Project*
	Council receives recommendation and project plan from Mayor and refers to Committee on Development & Planning (D&P) for review.
	Council receives Lease Agreement and refers to Committee (D&P or Committee of the Whole)
September 15, 2020 Committee	D&P formulates recommendation to Council to: 1. Approve Resolution Setting a Public Hearing Date for Project Plan on October 12, 2020 2. Approve appointment of additional temporary Directors to the LEDC Board
	D&P formulates recommendation to Council to set Public Hearing Date for the Lease Agreement on October 12, 2020
September 21, 2020 City Council	Council approves by resolution setting Public Hearing and appoint temporary Directors to the LEDC Board.
	Council approves resolution setting Public Hearing for the Lease Agreement
By October 2, 2020	1. The Clerk is to publish notice of hearing in newspaper of general circulation. 2. The LEDC shall mail to property owners of record (not less than 10 days before the public hearing) within the Project District Area Notice of Public Hearing. 3. The LEDC shall post the Notice of Hearing on site not less than 10 days before the hearing.
October 12, 2020 City Council	Council holds Public Hearing on Project Plan – matter referred to D&P
	Council holds Public Hearing on Lease Agreement – matter referred to D&P

October 13, 2020 Committee	D&P meets to formulate recommendation to approve Resolution Approving Project Plan.
	D&P meets to formulate recommendation to approve Resolution Approving Lease Agreement.
October 26, 2020 City Council	Council action approving Project Plan.
	Council action approving Lease Agreement
Prior to November 6, 2020 LEDC Loan Committee	LEDC Loan Committee meets to review loan request and formulate recommendation of Loan Commitment Letter for LEDC Board Approval.
November 6, 2020 LEDC	LEDC Board meets to approve Resolution Approving Loan Commitment Letter. LBRA meets to approve Resolution Approving LBRF Loan
Immediately after November 6, 2020	LEDC and LBRA Loan Closing

PLEASE NOTE: THIS SCHEDULE IS SUBJECT TO CHANGE



Chris Swope
Lansing City Clerk

September 11, 2020

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

Dear President and Council Members:

Pursuant to Article 8, Chapter 4, Section 8-403.3 of the Lansing City Charter, on September 11, 2020 the Law Department placed on file in my office a Lease Agreement for Property between the City of Lansing and Lansing Shuffleboard and Social Club LLC,. for 325 Riverfront Drive, City of Lansing, Michigan.

Under the Charter, a public hearing may be held on this matter on or after October 11, 2020.

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

Sincerely,

A handwritten signature in cursive script that reads "Chris Swope".

Chris Swope, CMC
Lansing City Clerk

LEASE AGREEMENT

This Lease Agreement (the “Agreement”) is made as of _____, 2020, between Lansing Shuffleboard and Social Club, LLC, a Michigan limited liability company, whose address is 1515 West Lafayette Boulevard, Suite 201, Detroit, MI 48216 (the “Lessee”), and the City of Lansing, a Michigan municipal corporation, whose principal business address is 124 West Michigan Avenue, Lansing, MI 48933 (the “City”) (the Lessee and the City are collectively the “Parties”).

RECITALS

- A. The City owns the building, attached patio area, and underlying real property located at 325 City Market Drive, Lansing, MI 48912, which is commonly referred to as the “New Lansing City Market.”
- B. The Lessee has offered to lease the building and attached patio area from the City for its use as a food hall and events space, while continuing to provide City Parks and Recreation related activities for the benefit of the public, including, but not limited to, vending refreshments, providing public entertainment, community events, and space for public gathering.
- C. The Lessee has requested to construct certain improvements to the interior of the New Lansing City Market to facilitate Lessee’s use and the Parks and Recreation activities, and to be reimbursed for a portion of those improvements that are eligible activities pursuant to the Brownfield Redevelopment Act, Michigan Act 381 of 1996.
- D. The City is amenable to the Lessee’s offer and request, in accordance with the terms and conditions of this Agreement.

TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Agreement, the Parties agree as follows:

1. Lease. Subject to the City’s governing body approving this Agreement, the City agrees to lease to the Lessee the building and attached patio area of the New Lansing City Market, as legally described and depicted on the attached Exhibit A (collectively, the “City Market Building”), subject to the terms and conditions of this Agreement.

2. Lease Term. The term of this lease shall commence upon the approval of this Agreement by the City’s governing body and continue until _____, 2060, unless otherwise terminated as provided in this Agreement.

3. Rent Payment.

(a) During Construction. During construction of physical improvements contemplated in this Agreement, Lessee shall pay rent to the City of Lansing by wire transfer or cashier’s check of immediately available funds on a monthly basis in the amount of \$500 for each month or part of a month that Lessee has any business open to the public at or on the patio.

(b) During First Partial Year of Operation. After construction of physical improvements is complete and Lessee obtains a certificate of occupancy, in 2021, the Lessee shall pay rent to the City by wire transfer or cashier’s check of immediately available funds on a monthly basis in the amount of \$2000.00 during the first partial year of the term of the lease.

(c) During Remaining Years. Beginning with the first full year of operation under the Lease Agreement, on January 1, 2022, rent shall be due on January 1 each calendar year during the remaining term of the lease. Total annual rent shall be \$24,000.00. Each year thereafter during the remaining term of this lease, the total annual rent shall be increased annually by the Consumer Price Index or 2.5%, whichever is higher.

(d) On September 1 of the tenth year, 2029, Lessee will provide to City its annual fiscal reports, including gross and net receipts for all operations under the Agreement, for the duration of the Agreement up until that point, for the purpose of recalculating the annual rent. Such rent shall be based on the existing rent plus 10% of average Effective Gross Income over a calculated threshold. The threshold amount shall be calculated by dividing the annual rent of year 10 by 10%. The average Effective Gross Income over the calculated threshold shall be determined by subtracting the threshold amount from the average Effective Gross Income of the best three years of operation. Thereafter, total annual rent shall continue to increase per the terms of section 3(c).

4. Utilities. During the term of this lease all rent payments specified in paragraph 3 above shall be exclusive of public utility use. The Lessee shall be solely responsible for sanitary disposal of all waste and payment of all utilities, including but not limited to water, sanitary sewer and electric service provided by the City or the Lansing Board of Water & Light.

5. Building Use. After approval and execution of this Agreement, and completion of the improvements specified in paragraph 6 below, the City Market Building shall be used as a food hall and events space to be operated by the Lessee. Marijuana or cannabidiol related uses by Lessee or tenants of any nature are prohibited. Additionally, the Lessee shall support community programming by hosting weekly classes free for the community including, but not limited to open mic nights, cooking classes and bar classes. Such events shall be coordinated with the City's Parks and Recreation Department and consistent with its Parks and Recreation Master Plan. Additionally, Lessee shall make event space available for use by community groups, and allow reduced rates for City of Lansing based groups or individuals. The Lessee further covenants that any and all activities in the City Market Building shall be lawful and consistent with City of Lansing Park purposes. All uses and activities in the City Market Building shall be in compliance with all applicable City ordinances, and state and federal laws, including but not limited to federal controlled substance laws. The Lessee acknowledges and agrees that the operation and use of the City Market Building in accordance with this paragraph is a material part of the consideration to the City for this Agreement and the lease of the City Market Building. Upon notice given to Lessee, City may enter all parts of the Building and Premises for inspection and verification as to use in conformity with this Agreement and all applicable City ordinances, and state and federal laws. The Parties acknowledge that damages for violations of this section by Lessee are difficult to calculate given the public trust inherent to public park land and structures; as such, during any month in which this section is violated by Lessee, Lessee will pay \$10,000.00 in the form of liquidated damages to the City.

6. Requirements of the City. The lease under this Agreement is subject to the following terms and conditions:

(a) Within 90 days of the fulfillment of all conditions precedent in Section 15, the Lessee shall undertake construction and make certain improvements to the interior and exterior of the City Market Building as described on the attached Exhibit B and as depicted on the

attached Exhibit C. The Lessee agrees that such construction and improvements shall be completed on or before December 31, 2021, unless an extension is agreed to by the Parties in writing. The City acknowledges and agrees that a portion of the total cost for such construction and improvements is reimbursable as infrastructure improvements to a public structure, and Lessee acknowledges that reimbursement for the same is governed by the Lansing Brownfield Redevelopment Authority (LBRA) pursuant to terms and conditions contained in a Reimbursement Agreement between Lessee and LBRA. Notwithstanding the foregoing, the Lessee agrees that total construction and improvement costs or expenses shall be the sole responsibility of the Lessee. The development and construction of all improvements shall be conducted in accordance with all applicable laws and ordinances. Reimbursable improvements will not include any fixtures, furniture, and equipment of the Lessee, whether movable or affixed to the City Market Building. The Parties agree that in no event shall either Party demolish any portion of the City Market Building or substantially modify its character and appearance, unless first approved in writing by the City.

(b) Any changes to the work described and depicted in Exhibits B & C shall be done by change order(s) and only with prior written approval of the City.

(c) The Lessee shall be responsible for maintaining the City Market Building in good order and repair in accordance with applicable City ordinances.

(d) The City shall provide a maximum of 25 dedicated parking spaces for employees and tenants of Lessee, in a City owned lot or structure near the site.

(e) The Lessee shall have the option to purchase up to 2,000 2-hour parking validation cards each month, from the City Parking Division, at the rate of \$2 per card. The City may adjust the parking card rate at the same time as rent recalculation described in section 3(d), and at regular intervals thereafter, but agrees to maintain a similar bulk discount as set at the beginning of the lease. The 2-hour parking validation cards will be usable at any City-owned, hourly lot or structure. The total number of cards purchased each month must be purchased on or before the first day of each month and paid for in full at the time of purchase. The City agrees to cooperate with Lessee in providing known lot and structure occupancy information, and on request providing dates to Lessee that the City anticipates nearby lots and structures will be at maximum capacity. In the event that 50 or more parking spaces are needed for a single event, Lessee may contact the City of Lansing Parking Services Offices regarding parking availability. Upon adequate notice, at least two weeks prior to the event, the City will provide access to available parking in a City-owned lot or structure within ½ mile radius of the City Market building. If nearby parking becomes unavailable due to construction, sale, or other circumstances unrelated to this agreement, the parties agree to negotiate in good faith to find other suitable parking accommodations.

(f) Lessee shall have the option to request the City initiate proceedings necessary under its Charter and Ordinances to sell the Building and Premises, after taxes have been captured to repay all eligible activities described in subsection (a) herein, but in no event prior to the third full year of the Lease Term. Lessee acknowledges that the proceedings necessary for a sale of the Building and Premises involves, at a minimum, action by the City Council, which has complete decision making autonomy. Lessee further acknowledges that initiation of such proceedings by the City is not a promise or covenant that sale of the Building and Premises will result. The final purchase price shall be determined by taking an appraisal of the Building

and Premises prior to improvements contemplated in this Agreement, and increasing by the total contribution of public funds either in the form of City payments or captured tax dollars, with return on equity.

7. Surety Bond. Prior to the commencement of construction by the Lessee under paragraph 6 above, the Lessee shall secure and furnish to the City, at the Lessee's sole cost and expense, a surety bond issued by a corporate surety authorized to issue surety insurance in Michigan in an amount equal to the value of activities deemed reimburseable by the LBRA. Such surety bond shall remain in force and effect until such time as the construction and improvements to the interior of the City Market Building is complete. In the event that the Lessee shall terminate or otherwise breach the lease under this Agreement prior to such reimbursement, the City may utilize the funds under such surety bond to provide for its reimbursement.

8. Requirements of the Lessee. The lease under this Agreement is subject to the following terms and conditions any violation of which shall be considered a breach of this Agreement:

(a) The City Market Building shall be operated and used as specified in paragraph 5 of this Agreement, and for no other purpose. Such use shall include City Parks and Recreation related activities as specified above.

(b) During the term of this Agreement, the Lessee shall maintain at least one set of restrooms and one drinking fountain within the City Market Building open and accessible to the public, including non-patrons of the restaurant, during Lessee's normal business hours.

(c) Use of the City Market Building shall not be conducted in such a way as to become a nuisance and shall comply with all applicable City ordinances, and state and federal laws, including but not limited to federal controlled substance laws.

(d) The Lessee, at its sole cost and expense, shall be responsible for maintaining the exterior areas immediately adjacent to the City Market Building in a clean and sanitary condition in accordance with applicable City ordinances, including, but not limited to, grass maintenance, trash removal, and snow removal.

(e) The Lessee, at its sole cost and expense, shall be responsible for maintaining the interior portions of the City Market Building which it occupies, including the public restrooms and drinking fountain referenced in subparagraph (b) above, in a clean and sanitary condition in accordance with all applicable laws and ordinances.

(f) The Lessee, at its sole cost and expense, shall be responsible for maintaining any fixtures, furniture, and equipment, whether movable or affixed to the City Market Building, including any items, machines or other apparatus installed by the Lessee within the City Market Building, in a clean and sanitary condition in accordance with all applicable laws and ordinances.

(g) Any items, machines or other apparatus installed by the Lessee within the City Market Building shall comply with all applicable laws and ordinances.

(h) The Lessee, at its sole cost and expense, shall procure and maintain any licenses or requirements for the sale and consumption of alcoholic beverages at or related to the City Market Building.

(i) Any and all food preparation areas and food product shall be maintained in a clean and sanitary condition in accordance with all applicable laws and ordinances, including, but not limited to the Michigan Modified Food Code.

9. Representation and Warranties of the Lessee. As a material inducement for execution of this Agreement by the City, the Lessee represents and warrants to the City as follows:

(a) The Lessee is duly organized under the laws of the State of Michigan and is authorized to do business in the State of Michigan.

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

(c) The Lessee has not received any notice of, nor is it aware of, any pending demand, cause of action, suit, administrative, civil or criminal proceeding asserted by or against the Lessee that would materially and adversely impair its ability to perform its covenants and obligations under this Agreement.

(d) The Lessee is not a party to any agreement or instrument materially and adversely affecting its present or proposed business, properties or assets, operation or condition, financial or otherwise, not disclosed to the City in writing; and the Lessee is not in default in the performance, observance, or fulfillment of any of the material obligations, covenants, or conditions set forth in any agreement or instrument to which it is a party.

10. Representations and Warranties of the City. Subject to the Lansing City Council approval of this Agreement, the City: (i) has the authority to enter into this Agreement and perform its covenants and obligations as set forth hereunder; (ii) has entered into no agreement that would limit or restrict the City's right to enter into this Agreement and fulfill its obligations hereunder, and (iii) has not received any notice of, nor is it aware of, any pending demand, cause of action, suit, administrative, civil or criminal proceeding asserted by or against the City that would materially and adversely impair its ability to perform its covenants and obligations under this Agreement.

11. Assignment or Use by Others, Conditions. Lessee may rent out stalls or portions of the Building and Premises to various food and beverage vendors, and merchandise and recording retailers, and may charge such rents pursuant to such conditions as it finds reasonable, provided however that Lansing based vendors or retailers shall be eligible for 20% reduction in rent rates during the first 6 months of any tenancy from Lessee. However, in selecting vendors, Lessee may not discriminate directly or indirectly on the basis of age, race, color, religion, national origin, sex, gender identity, sexual orientation, height, weight, handicap, marital status or political orientation or any other illegal basis. Lessee agrees to make a good faith effort to create a food destination that is diverse in offerings and audience. The Lessee may only sublet or otherwise assign the lease under this Agreement or its associated rights, privileges, duties or obligations with the City's prior written consent, and subject to the following protocol and conditions:

(a) If the Lessee determines, and substantiates to the satisfaction of the City, that Lessee cannot continue operation pursuant to the Lease due to demonstrable financial operational losses, Lessee must give written notice to the City of this determination along with its intent to sublet or otherwise assign the lease under this Agreement, no less than 15 days prior to Lessee taking any action under subsection (b);

- (b) Upon the City's receipt of notice under subsection (a), Lessee shall have 90 days to make all reasonable efforts, at Lessee's sole expense, to find a suitable and appropriate entity with financial wherewithal that can and will abide by the Terms and Conditions of this Agreement, including but not limited to Park related objectives set forth in Section 5, and take assignment or sublease from Lessee and assume Lessee's obligations;
- (c) Upon the City's receipt of notice under subsection (a), City agrees to accommodate Lessee's efforts and actions under subsection (b), including making the City Market Building available for tour or inspection as needed and meeting with potential sublessees or assignees;
- (d) If a suitable and appropriate entity is located pursuant to Lessee's efforts and actions under subsection (b), City will not unreasonably withhold its written consent to Lessee subletting or otherwise assigning the lease under this Agreement to the entity, provided the entity assumes the Lease obligations of Lessee in writing;
- (e) If a suitable entity is not located pursuant to Lessee's efforts and actions under subsection (b), this Agreement shall be terminated, subject to the provisions of Section 7.

12. Indemnification and Insurance. The Lessee hereby assumes all risk and liability that may arise out of the Lessee's occupation and use of the City Market Building under this Agreement. The Lessee agrees to pay the cost of reasonable attorney fees to defend the City, and its successors in office and interest, representatives, members and employees against any and all claims or liability, regardless of kind or character, for injuries, losses, or damages allegedly sustained by any person or entity in any way directly related to the Lessee's occupation and use of the City Market Building claim or liability. The Lessee shall add the City as an additional insured to all applicable insurance policies for the City Market Building, including but not limited to general casualty, fire, flood, and liquor liability (or dram shop) insurance.

13. Breach of Agreement. Except as otherwise provided in paragraph 7 of this Agreement, upon breach of this Agreement by either Party, the non-breaching Party may, at its option, seek specific performance of this Agreement or seek any other remedy available under this Agreement or at law or in equity, including, but not limited to, the Summary Proceedings to Recover Possession of Premises Act, 1961 PA 236, as amended, MCL 600.5701 *et seq.* The Parties agree that legal remedies are inadequate, that they will suffer irreparable harm upon the breach of this Agreement and that specific performance is appropriate and necessary under such circumstances. The Parties agree that for any action brought pursuant to or to enforce any provision of this Agreement, to the extent not otherwise prohibited by law, the prevailing Party shall, in addition to any other remedies, be entitled to recover its actual costs, including, without limitation, actual reasonable attorneys' fees and other legal expenses incurred to bring, maintain or defend any such action from its first accrual or notice through any appellate proceedings and collection proceedings.

14. Termination. After the expiration of the lease term, this Agreement is automatically renewed from month to month, but may be terminated by either Party giving to the other a 30-day written notice of intention to terminate. The City Market Building shall be considered vacated only after all areas including storage areas are clear of all Lessee's equipment, and keys and other property furnished for Lessee's use are returned to the City. Should the Lessee hold over beyond the termination date or fail to vacate all possessions on or before the termination date, the Lessee shall be liable for additional rent and damages that may include damages due to the City's loss of prospective new tenants.

15. Agreement Condition Precedent. No Party to this Agreement shall be obligated to undertake any duties under this Agreement unless and until: (i) the City's Mayor executes and delivers this Agreement pursuant to the City Council approval of this Agreement; (ii) the Lessee duly authorizes and executes, and delivers this Agreement; and (iii) Lessee has secured necessary financing within 6 months of fulfillment of (i) and (ii).

16. Assignment of Agreement. Except as provided for in this Agreement pursuant to Section 11, no Party to this Agreement may transfer, assign or delegate to any other person or entity all or any part of its rights or obligations arising under this Agreement without the prior written consent of the other Party.

17. Interruption. During any period that Tenant's ability to operate is hindered by a force majeure (such as City or State orders which limit capacity or hours of operation), (1) rent for that same period shall be temporarily reduced in the same proportion as operating hours or capacity are ordered reduced, and (2) payment any such reduced rent will be deferred until, and amortized across, the next lease year.

18. Notices. Any notice required or permitted by this Agreement shall be sufficient if in writing and either delivered personally or by regular mail addressed to the Parties at their addresses specified below, and any notices given by mail shall be deemed to have been given as of the next business day following the date of posting.

In case of the City, addressed to or delivered personally to:

Attn: Director
Department of Economic Development and Planning
316 North Capitol Avenue
Lansing, MI 48933

and with a copy mailed or delivered to:

Attn: City Attorney
Office of the City Attorney
124 West Michigan Avenue
City Hall-5th Floor
Lansing, MI 48933

In case of the Lessee, addressed to or delivered personally to:

1515 W Lafayette, Suite 201
Detroit, MI 48216

and with a copy mailed or delivered to:

Either Party may change its address for notices, from time to time, by designating the new address in writing and forwarding it to the other Party as provided in this paragraph.

19. Amendment. No modification to or of this Agreement shall be binding upon any Party hereto until such amendment or modification is reduced to writing and executed by all Parties hereto. The City's approval of any substantive amendments to this Agreement requires approval by Lansing City Council, pursuant to its Charter and Ordinances. The determination of a substantive amendment will be made by the Lansing City Attorney. Non-substantive amendments can be made by the Mayor.
20. Binding Effect. This Agreement shall be binding upon the Parties hereto and upon their respective successors and assigns.
21. Severability. If any clause, provision or section of this Agreement shall be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect the validity of any of the remaining clauses, provisions or sections of this Agreement.
22. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
23. Captions. The captions and headings in this Agreement are for convenience only and in no way limit, define or describe the scope or intent of any provision of this Agreement.
24. Applicable Law. This Agreement shall be governed in all respects, whether as to validity, construction, performance and otherwise, by the laws of the State of Michigan.
25. Joint Drafting. This Agreement shall be construed as being jointly drafted by all Parties hereto.
26. Entire Agreement. The Agreement, including all exhibits attached and made a part hereof, contains all agreements between the Parties as of the Effective Date. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

The Parties have signed this Agreement as of the date first above written.

CITY OF LANSING

LESSEE
Lansing Shuffleboard and Social Club LLC

By: _____
Andy Schor, Mayor

By:  _____
Its: Member

By: _____
Chris Swope, Clerk

By: _____
Its: _____

Approved as to form:

By: _____
James Smiertka, City Attorney

I certify that funds are available in Account
No. _____

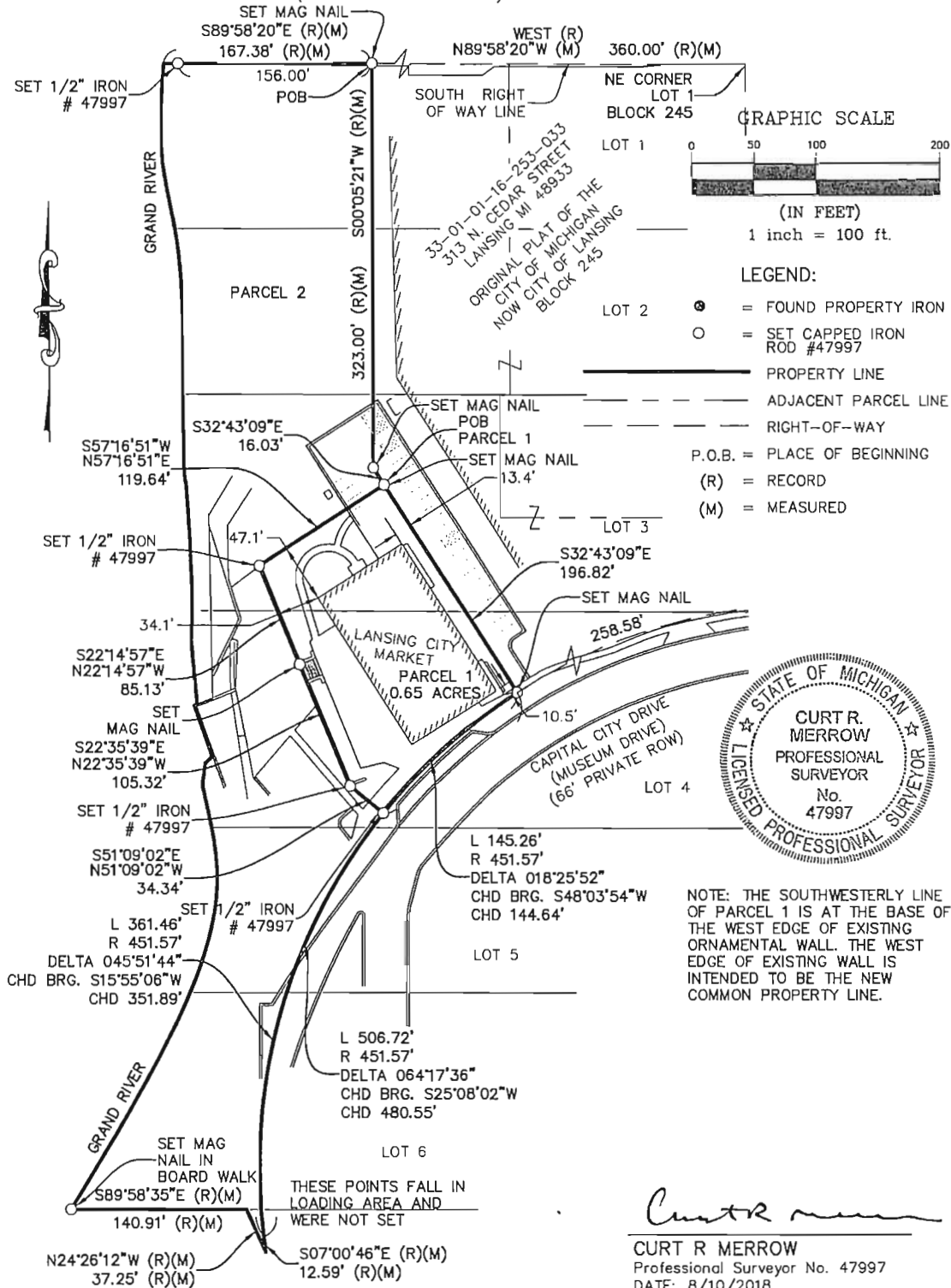
By: _____
Jeff Scharnowske, City Controller

EXHIBIT A
LEGAL DESCRIPTION AND DEPICTION

Certificate of Survey

SHIAWASEE STREET

(82.5' PUBLIC ROW)



ENGINEERING PC

1210 N. CEDAR ST., Suite B
LANSING, Michigan 48906
PHONE: (517) 853-7866
FAX: (517)-853-7869

SURVEYED FOR:
CITY OF LANSING PARKS AND
RECREATION DEPARTMENT
200 N. FOSTER AVE.
LANSING, MI 48912
(517) 483-6936

FIELD: CRM	COMP: CRM
DRWG: RWL	CHKD: CRM
FILE NUMBER: CITY OF LANSING CITY MARKET SURVEY	
SHEET 2 OF 3	SHEET(S)

Certificate of Survey

LEGAL DESCRIPTION AS PROVIDED:

TAX PARCEL 55-81-01-16-253-002 (325 CITY MARKET DRIVE)
COMMENCING 360 FEET WEST OF THE NORTHEAST CORNER OF LOT 1, THENCE S00°05'21"W 323 FEET;
THENCE S32°43'09"E 212.85 FEET; THENCE SOUTHWESTERLY ON A 451.57 FEET RADIUS CURVE TO THE
LEFT HAVING A CHORD BEARING S25°08'02"W 480.55 FEET; THENCE S07°00'46"E 12.59 FEET; THENCE
N24°26'12"W 37.25 FEET; THENCE N89°58'20"W 140.91 FEET TO GRAND RIVER; THENCE NORTHERLY ALONG
THE RIVER TO THE SOUTH RIGHT-OF-WAY OF SHIAWASSEE STREET; THENCE S89°58'20"E 167.38 FEET TO
THE POINT OF BEGINNING; BLOCK 245, ORIGINAL PLAT OF THE TOWN OF MICHIGAN, NOW CITY OF LANSING.

LEGAL DESCRIPTIONS AS SURVEYED:

PARCEL 1 (CITY MARKET BUILDING SITE)
COMMENCING 360.00 FEET N89°58'20"W (RECORDED AS WEST) OF THE NORTHEAST CORNER OF LOT 1, AND
S00°05'21"W 323.00 FEET AND S32°43'09"E 16.03 FEET TO THE POINT OF BEGINNING; THENCE
S32°43'09"E 196.82 FEET; THENCE SOUTHWESTERLY 145.26 FEET ALONG A 451.57 FEET RADIUS CURVE TO
THE LEFT HAVING A CHORD BEARING S48°08'54"W 144.64 FEET; THENCE N51°09'02"W 34.34 FEET; THENCE
N22°35'39"W 105.32 FEET; THENCE N22°14'57"W 85.13 FEET; THENCE N57°16'51"E 119.64 FEET TO THE
POINT OF BEGINNING; BLOCK 245, ORIGINAL PLAT OF THE TOWN OF MICHIGAN, NOW CITY OF LANSING,
CONTAINING 0.65 ACRES OF LAND, SUBJECT TO ANY AND ALL EASEMENTS AND/OR RESTRICTIONS OF
RECORD.

PARCEL 2
COMMENCING 360.00 FEET N89°58'20"W (RECORDED AS WEST) OF THE NORTHEAST CORNER OF LOT 1 TO
THE POINT OF BEGINNING; THENCE S00°05'21"W 323.00 FEET; THENCE S32°43'09"E 16.03 FEET; THENCE
S57°16'51"W 119.64 FEET; THENCE S22°14'57"E 85.13 FEET; THENCE S22°35'39"E 105.32 FEET; THENCE
S51°09'02"E 34.34 FEET; THENCE SOUTHWESTERLY 145.26 FEET ALONG A 451.57 FEET RADIUS CURVE TO
THE LEFT HAVING A CHORD BEARING S15°55'06"W 351.89 FEET; THENCE S07°00'46"E 12.59 FEET; THENCE
N24°26'12"W 37.25 FEET; THENCE N89°58'20"W 140.91 FEET TO GRAND RIVER; THENCE NORTHERLY ALONG
THE RIVER TO THE SOUTH RIGHT-OF-WAY OF SHIAWASSEE STREET; THENCE S89°58'20"E 167.38 FEET TO
THE POINT OF BEGINNING; BLOCK 245, ORIGINAL PLAT OF THE TOWN OF MICHIGAN, NOW CITY OF LANSING,
SUBJECT TO ANY AND ALL EASEMENTS AND/OR RESTRICTIONS OF RECORD.



Curt R. Merrow

CURT R MERROW
Professional Surveyor No. 47997
DATE: 8/10/2018



1210 N. CEDAR St., Suite B
LANSING, Michigan 48906
PHONE: (517) 853-7866
FAX: (517)-853-7869

SURVEYED FOR:
CITY OF LANSING PARKS AND
RECREATION DEPARTMENT
200 N. FOSTER AVE.
LANSING, MI 48912
(517) 483-6936

FIELD: CRM	COMP: CRM
DRWG: RWL	CHKD: CRM
FILE NUMBER: CITY OF LANSING CITY MARKET SURVEY	
SHEET 3 OF 3	SHEET(S)

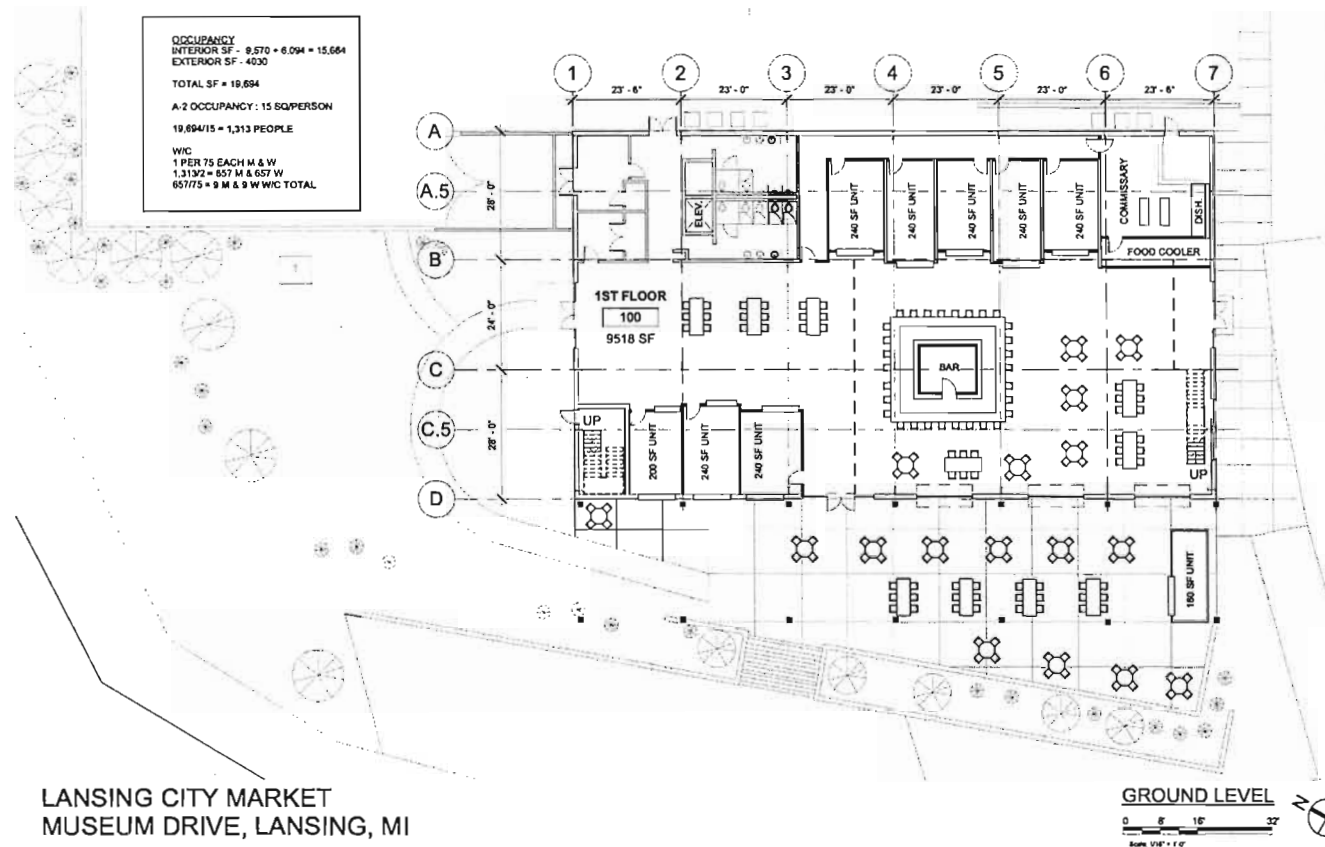
EXHIBIT B
IMPROVEMENTS DESCRIPTION

**(Technical Description will be Attached Upon Final Drafting,
and is Subject to Final Approval by the City Administration)**

EXHIBIT C
IMPROVEMENTS DEPICTION

(Formal Depictive Renderings will be Attached Upon Final Drafting,
and are Subject to Final Approval by the City Administration)

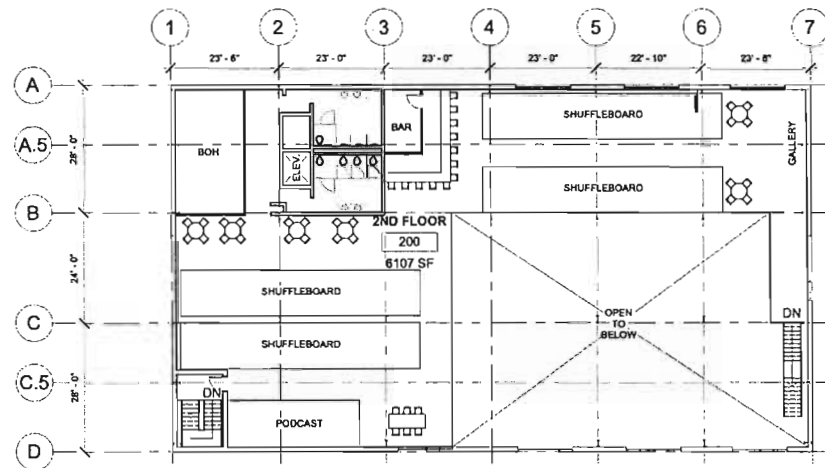
FLOOR PLANS



LANSING CITY MARKET
 MUSEUM DRIVE, LANSING, MI



FLOOR PLANS



LANSING CITY MARKET
MUSEUM DRIVE, LANSING, MI

SECOND LEVEL 
0 8 16 32
Scale: 1/8" = 1'-0"



DETROIT **RI** SING 

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

WHEREAS, the Charter of the City of Lansing requires the Council to adopt an annual statement of Budget Policies and Priorities serving to guide the Administration in developing and presenting the Fiscal Year 2021–2022 Budget; and

WHEREAS, the City Council established the following Mission;

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; and

WHEREAS, the standing committees of the City Council have met to evaluate the budget and recommend an annual statement of budget policies and priorities to guide the Administration in developing and presenting the Fiscal Year 2021–2022 budget.

NOW, THEREFORE BE IT RESOLVED, that the Lansing City Council has established the following as its Fiscal Year 2021–2022 Budget Policies and Priorities and requests that the Administration review them and encourages that they, to the extent practical, be included in the Administration’s budget presented due to the City Council by the fourth Monday in March 2021.

BE IT FURTHER RESOLVED, the Committee of the Whole has established the following priorities:

1. Item with proposed cost (if a cost is estimable)
2. Item with proposed cost (if a cost is estimable)

Council Member Betz Recommended Priorities for Discussion:

1. Divest 10% (\$4.6 million) from the LPD operating and personnel budgets. Hire 6 FTE social workers within LFD (\$480,000), allocate \$1 million to a newly created fund specifically for youth education and employment programs housed either within the city or at applicable non-profits throughout the city, and allocate the remainder (\$3.12 million) to a newly created fund specifically to address the recommendations from the Equity, Diversity, and Inclusion committee’s research on re-imagining public safety.

2. Hire 1 FTE staff in the Office of the City Attorney (\$100,000) to focus specifically on housing legal assistance for tenants and homeowners in the city.
3. Increase General Fund sidewalk repair funding by \$200,000 for a total of \$500,000, with a priority placed on underserved areas.
4. Increase General Fund local street repair funding by \$1.7 million for a total of \$5 million, with a priority placed on underserved areas.

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

1. \$50,000-\$80,000: (1) FTE Financial Empowerment Employee; RE: Focus on Small Business, Minority Businesses; Female Owned Businesses
2. \$165,000: Reactivation of the Façade Improvement Grant Program
3. \$TBD: Analysis of Facade Improvement Grant Program to include Return on Equity Report on Previous Façade Grants provided to small businesses
4. \$40,000: Initiate an RFP for Engagement of Stakeholders and Completion of Community Facilities Plan, including school and county buildings, complete with inventory of assets and goals/objectives for facilities, that will serve as the basis for community facility decisions into the future.
5. End the LEAP subsidy of \$500,000 taking those funds to:
\$400,000: (5) FTE Economic Development for Economic Role previously done by LEDC/LEAP
\$100,000: Façade Improvement Grant Program

BE IT FURTHER RESOLVED, the Committee on Equity, Diversity, and Inclusion has established the following priorities:

1. \$500,000: (4) FTE Social Workers-(1) FTE Administrative Assistant (Dept.(s) TBD)
2. \$250,000: Lansing Police Department Officer Training- External Sources
3. \$125,000: (1) FTE Grant Writer (Neighborhood Citizen Engagement OR HRCS); RE: Assist Local Groups and organizations in grant research, grant writing and monitoring.

BE IT FURTHER RESOLVED, the Committee on General Services has established the following priorities:

1. \$5,000: Training Modules on Ethics Ordinance and Related Policies, Conflicts of Interest Policies, and the Open Meetings Act, among others, for Boards and Commissions (Dept. OCA)
2. \$10,000: Printing Costs to Provide Written Materials to Residents who do not have access to computers, internet or cell phones with document capability

BE IT FURTHER RESOLVED, the Committee on Intergovernmental Relations has established the following priorities:

1. Item with proposed cost (if a cost is estimable)
2. Item with proposed cost (if a cost is estimable)

BE IT FURTHER RESOLVED, the Committee on Public Safety has established the following priorities:

1. \$11,000: Traffic Speed Wagons (Public Service Department)
2. \$10,000: Portable Speed Bumps (Public Service Department)
3. \$140,000: Reinstate the LFD apprenticeship/cadet program (Lansing Fire Department)

BE IT FURTHER RESOLVED, the Committee on Public Service has established the following priorities:

1. \$TBD: Increase general fund support for implementation of the City's Street System Asset Management Plan, with a priority placed on reconstructing and preserving neighborhood streets, especially in those areas of the city which have been historically underserved. We encourage the Department to continue utilizing new and innovative ways to extend the life of our existing streets.
2. \$TBD: Maintain and expand funding for sidewalk repairs and right-of-way maintenance and improvement, with a priority placed on underserved areas; this should all be done while keeping safety a priority for Lansing residents and visitors, and meeting or exceeding the compliance with the Americans with Disabilities Act.
3. \$TBD: Maintain and expand funding to update and improve the fleet of city vehicles, with specific priority for the Department.
4. \$TBD: Establish Lansing as a leader in PFAS regulation, testing, monitoring and enforcement through maintaining and increasing funding for educational and training purposes, and working with relevant federal, state, county and local governments, and non-government organizations.
5. \$TBD: Expand opportunities for multi-family residential and business recycling.
6. \$TBD: Follow recommendations (to the greatest extent feasible) of the energy audit of all facilities and properties to save on energy and cut costs by replacing wasteful devices with ones that are energy efficient and reduce the carbon footprint of the City of Lansing.

BE IT FURTHER RESOLVED, the Committee on Ways and Means has established the following priorities:

1. Encourage the Administration to focus in on budget allocations and centralize the fees and costs associated with items such as Information Technology, utilities, etc.

2. Encourage the Chief Strategy Officer to perform an audit report on short and long term resolutions for the current forecast of the City's revenues and expenditures within all departments.

BE IT FURTHER RESOLVED, the City Council would like to continue its commitment, if funding is available, to:

- Maintain and improve the City's infrastructure;
- Preserve and ensure clean, safe, well-maintained housing and neighborhoods;
- Provide comprehensive and affordable recreational programs and youth and family services;
- Explore alternatives for improved efficiency in service and delivery.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO AMEND CHAPTER 890 OF THE LANSING CODIFIED ORDINANCES BY AMENDING SECTION 890.01, TO REFORM GUIDELINES FOR POVERTY EXEMPTIONS FOR REAL PROPERTY AND TO REMOVE TRUE CASH VALUE OF A PRINCIPAL RESIDENCE AS A CRITERIA FOR ELIGIBILITY, CONSISTENT WITH STATE LAW.

THE CITY OF LANSING ORDAINS:

Section 1. That Section 890.01 of the Lansing Code of Ordinances of the City of Lansing is hereby amended as follows:

890.01. - Adoption.

Pursuant to MCL 211.7u, as amended, the City hereby adopts the following guidelines for the City Assessor and Board of Review to implement poverty exemptions for property that qualifies under MCL 211.7dd as a principal residence from taxation. The guidelines shall include, but not be limited to, the specific income and asset levels of the claimant and all persons residing in the household of the claimant including the contributions of other parties to support the claimant, ~~and including any property tax credit returns filed in the current or immediately preceding year.~~

To be eligible for a poverty exemption from such taxation, a person shall meet all of the following on an annual basis:

- (a) Be an owner of and occupy as a principal residence the property for which an exemption is requested;
- (b) File a claim with the City Assessor or Board of Review on a form provided by the City Assessor, accompanied by Federal and State income tax returns for all persons residing in the principal residence including the contributions of other parties to support the claimant, ~~and including any property tax credit returns filed in the immediately preceding year or in the current year;~~
- (c) Produce a valid driver's license or other form of identification if requested;
- (d) Produce a deed, land contract or other evidence of ownership of the property for which an exemption is requested, IF SUCH PROOF OF OWNERSHIP IS REQUESTED BY THE ASSESSOR OR BOARD OF REVIEW;

(e) Meet the Federal poverty guidelines as updated annually in the Federal Register by the United States Department of Health and Human Services under authority of Section 673 of Subtitle B of Title VI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35, 42 U.S.C. 9902;

~~(f) Own and occupy a principal residence having a true cash value which is less than the average true cash value of all principal residence properties in the City, based on the previous year values;~~

~~(g)~~(F) File a claim for exemption after January 1, but before the day prior to the last day of the Board of Review meeting; and

~~(h)~~(G) Have assets, not including homestead, less than five times annual household income.

~~(i)~~ Any relief granted is a reduction over and above the maximum homestead property tax credit granted, or which would have been granted had the claimant applied, by the State of Michigan.

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 shall take effect on the 30th day after enactment, unless given immediate effect by City Council, and shall expire on December 31, 2028.