



AGENDA
Committee on Development and Planning
Monday, May 7, 2018 @ 3:30 p.m. (note time)
Council Conference Room, 10th Floor
Updated 5/3/2018 p.m.

Councilmember Adam Hussain, Chair
Councilmember Patricia Spitzley, Vice Chair
Councilmember Jody Washington, Member

1. Call to Order

2. Public Comment on Agenda Items

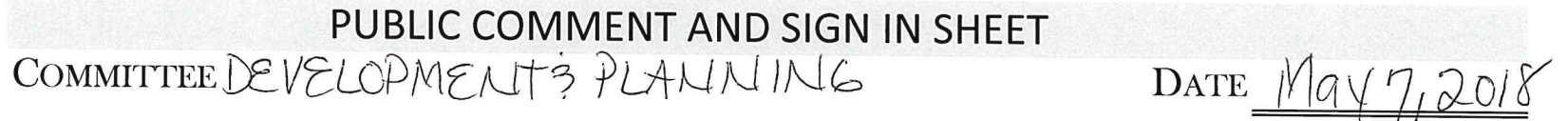
3. Minutes

- April 16, 2018
- April 23, 2018

4. Discussion/Action:

- A.) RESOLUTION – Appointment; Jonathon T. Lukco; Member of Saginaw Street Corridor Improvement Authority; Term to Expire June 30, 2019**
- B.) RESOLUTION – Appointment; Elaine Barr; Member on Michigan Avenue Corridor Improvement Authority; Term to Expire June 30, 2019**
- C.) RESOLUTION –Appointment; Christopher Iannuzzi; At-Large of the Board of Zoning Appeals; Term to Expire June 30, 2022**
- D.) RESOLUTION-IFT-01-18; Industrial Facilities Exemption Certificate for Tecomet, Inc.; 5858 Enterprise Drive**
- E.) ORDINANCE – Z-8-2017; 3440 N East Street; Rezone from “F” Commercial to “G-2” Wholesale District**
- F.) RESOLUTION – Set the Public Hearing; Land Lease for SLU-1-2016; 2101 E. Mt. Hope; Verizon Cell Tower at Crego Park**
- 5. Other-**
REPORT- Communication from Clinton County Development: Proposed Zoning Standard for Agricultural Homestead Lots

6. Adjourn

[illegible]

DRAFT



MINUTES

Committee on Development and Planning
Monday, April 16, 2018 @ 4:00 p.m.
Council Conference Room, City Hall 10th Floor

CALL TO ORDER

Called to order at 4:01 p.m.

PRESENT

Council Member Hussain, Chair
Council Member Spitzley, Vice-Chair
Council Member Washington, Member

OTHERS PRESENT

Sherrie Boak, Council Staff
Brian McGrain, Economic Development & Planning
Kathy Miles
Bill Rieske, Economic Development & Planning
Susan Stachowiak, Economic Development & Planning
Joe Abood, Chief Deputy City Attorney- left at 4:11 p.m.
Greg Venker, Assistant City Attorney – arrived at 4:11 p.m.
Eilab Kihaia
Sumer Bashi
Sal Kosto
Fred Schaible
Donna McMillan, MHT
Peter Tallerico, MHT
Jim Gromer, MHT
Lyndsy DeForest
Elaine Womboldt
Joslin Monahan, Attorney
Cathy Heckinen, Consumers Energy
Jeff Parker, Consumers Energy
Susan Simmons

PUBLIC COMMENT

No public comment at this time.

MINUTES

MOTION BY COUNCIL MEMBER WASHINGTON TO APPROVE THE MINUTES FROM MARCH 19, 2018 AS PRESENTED. MOTION CARRIED 3-0.

MOTION BY COUNCIL MEMBER SPITZLEY TO APPROVE THE MINUTES FROM APRIL 2, 2018. MOTION CARRIED 3-0.

DISCUSSION/ACTION

RESOLUTION – Appointment; Fred Schaible; Lansing Economic Development Corp/TIFA/Brownfield Authority; At Large Member; Term to Expire 2/28/23

Council Member Hussain referenced the application. Council Member Spitzley referred to his job and his work with the State of Michigan budgets, and asked if there was a conflict with his appropriations work and incentives the City gets. Mr. Schaible outlined his job which is to coordinate and schedule the appropriations, but assured the Committee he does not vote or make decisions. His work, he noted was on the policy side but not in the role of what communities receive. Mr. Schaible's opinion was that his work has afforded him with the existing laws out there and would serve as a benefit, and not a conflict. Mr. Abood was asked about any conflict and responded that he was not aware of specifics on what Mr. Schaible does, but there was no conflict on a voting position in his career. His job will have him up-to-speed on the items this board will review. Council Member Spitzley noted she had some concerns because it appears his career does influence policy, and has a potential of a conflict. Mr. Schaible admitted that one of the reasons he was interested in the EDC/TIFA was because of his working knowledge. He also wanted the Committee to know that his supervisor is term limited, and will be up at the end of this year, which in turn will mean he too will be without a job. Council Member Washington asked if he influenced his voting Board, and Mr. Schaible confirmed he does provide guidance, but his supervisor is not on the committee, but is part of legislature to vote in the end. Council Member Washington asked if he has an interest for other boards, at which he stated he was eager to serve. Council Member Hussain encouraged Mr. Schaible to attend the Council meeting on April 23, 2018 to answer questions. Mr. Schaible also volunteered to reach out to the City Attorney office to address any questions on conflicts he might have and steps to recuse himself from those.

Council Member Hussain made a point to the Committee that he has a concern that the majority of the appointments from the Mayor have been from the 4th Ward, and not City wide.

MOTION BY COUNCIL MEMBER WASHINGTON TO APPROVE THE RESOLUTION TO APPOINT FRED SCHAIBLE TO THE LEDC/TIFA/BROWNFIELD AUTHORITY AS AN AT-LARGE MEMBER.

Ms. Womboldt supported Council Member Hussain overview of recent appointments.

MOTION CARRIED 3-0.

Committee brief discussion on concern with all appointments coming from the 4th ward, and appearing that no representation from the City as a whole.

RESOLUTION – ACT-4-2017; Easement for Consumers Energy's North Lansing Pipeline Project

Council Member Hussain acknowledged that this resolution was before the Committee and Council with a general overview. The easement is to replace a pipeline that was previously installed in 1940 and covers four (4) BWL properties. The representatives from Consumers

Energy were present to answer questions and made note there were no changes from the original time the Committee saw the request.

MOTION BY COUNCIL MEMBER WASHINGTON TO APPROVE THE RESOLUTION FOR ACT-4-2017 FOR THE EASEMENT FOR CONSUMERS ENERGY'S NORTH LANSING PIPELINE PROJECT. MOTION CARRIED 3-0.

RESOLUTION – ACT-5-2017; 1620 Sunset Avenue; Consumers Energy North Lansing Pipeline Project

Council Member Hussain informed the Committee that this item was also connected to the previous request on the same pipeline, but this was for the portion that went on the WWTP property. The funds from this ACT will stay with the City. The representatives from Consumers Energy were present to answer questions and made note there were no changes from the original time the Committee saw the request.

MOTION BY COUNCIL MEMBER SPITZLEY TO APPROVE THE RESOLUTION FOR ACT-5-2017 FOR THE EASEMENT FOR 1620 SUNSET AVENUE FOR THE CONSUMERS ENERGY NORTH LANSING PIPELINE PROJECT. MOTION CARRIED 3-0.

RESOLUTION – Introduction and Set Public Hearing; Z-1-2017; 4215 N Grand River; Rezone from "D-1" Professional Office to "F" Commercial District

Ms. Stachowiak referenced the property and zoning maps, noting the Master Plan itself calls for suburban commercial in the location, and the staff and Planning Board recommend approval.

Ms. Monahan, on behalf of the owners, noted to the Committee the property had been vacant for thirteen (13) years prior to them moving in, the property in its current zoning is hard to be put to use. The commercial zoning she noted will help the area and the neighborhood is happy with an active business.

Council Member Spitzley asked if the business was a medical marijuana provisioning center and currently in operation. The owner stated it was operating pre-moratorium, and since the passage of the laws have applied to the City and State, however their license is pending. He clarified that the State license with LARA is pending, the City application was denied and they have appealed that decision. According to the denial it was not zoned properly. The applicants confirmed they had originally applied for a rezoning in 2016 and then withdrew it during the medical marijuana ordinance process. Once it was complete they applied to rezone again. Council Member Washington asked if they continued operating during the moratorium, and they confirmed they had, but they were open before the moratorium was in place.

MOTION BY COUNCIL MEMBER WASHINGTON TO APPROVE THE RESOLUTION TO INTRODUCE AND SET PUBLIC HEARING FOR MAY 14, 2018, FOR Z-1-2017; 4215 N GRAND RIVER; REZONE FROM D-1 PROFESSIONAL OFFICE TO F COMMERCIAL DISTRICT.

Council Member Hussain voiced his concerns with the rezoning, noting the Master Plan does designate for suburban commercial, however that designation should also benefit the people in the area. Ms. Stachowiak disputed that the rezoning does not meet the legal definition of spot zoning, and in her opinion the whole corridor in this area should all be commercial. It is a major thoroughway, and the properties to the rear are multi-family, where they are stepping down to lower density to the south. The proposed rezoning would meet the definition of commercial she added, and gave the example of a similar area in South Lansing, Edgewood Blvd. Council

Member Spitzley agreed with the definition given, but noted her opinion is that she does not want to rezone someone just so they will come into compliance with the ordinance, therefore rezoning them to make them compliant. Council Member Hussain agreed, and asked Mr. Venker to explain to the Committee why they have to move it forward out of Committee now. Mr. Venker stated it must go out for public hearing and must go to the full Council for the hearing which is consistent and compliant with the Zoning Enabling Act.

Ms. Womboldt asked for information on when the business opened and closed and voiced her opposition that these businesses are coming to the City for a rezoning after they were denied for a medical marijuana license.

Ms. Miles spoke in opposition to the rezoning and the concern that anyone who is denied a license, can apply for a rezoning.

Ms. DeForest, the manager of Skyline apartments, which she noted sits adjacent to the property in question, supports the rezoning. She informed the Committee that prior to this tenant occupying the property there were a lot of issues to the neighbors and since they moved in the criminal element has been eliminated.

Ms. Monahan noted it is inappropriate for an applicant to applying for rezoning, without the process. She added that the challenge is that it does not say that you are not permitted to the rezone their property. Council Member Spitzley clarified to Ms. Monahan that the issue is not the fact he cannot apply, but the ordinance requires theses uses to be zoned first to get a license. In this case, she added they do not have the correct zoning so they cannot have the license. She concluded that no one has ever said they cannot apply for rezoning. The issue of concern is that they have been an operating medical marijuana provisioning center and then applied for rezoning. Ms. Monahan asked if the owner could have applied for the rezoning before, and Council Member Hussain confirmed they could have asked before.

Ms. Simmons spoke in support of the rezoning and admitted she was a former employee when they were open.

MOTION CARRIED 3-0.

ORDINANCE – PILOT; 601 Sadie Court, Camelot Hills

Council Member Hussain stated to the all present to recap that the application was before this Committee on April 2 and tabled at that time. The request is for a PILOT to commence 2019 and run until 2054 at 4%. There is currently a 4% PILOT, but the applicants are requesting an extension for 35 years with \$1.8 million invested into it and putting \$1.2 million in reserves. Council Member Spitzley, who chaired the April 2, 2018 meeting, stated that at the meeting it was clear to everyone that with only two members present, it would not be voted out of Committee, and therefore she felt she needed to step back and wait for the Committee Chairperson to attend and have input. Her opinion on the renewal of a 4% PILOT, she continued was to vote it out so the full Council can consider it and act on it.

Mr. Gromer first acknowledged the Committee and noted his appreciation on the time and discussions they have had. He went on appealing his opinion that Camelot Hills is different because they are non-profit, and he went on to address earlier questions on if 10% is feasible and he had a determination from MSHDA. Council Member Hussain reiterated that at earlier meetings it was stated by the applicant that they would be more competitive with a 4% PILOT, but the Committee knows they could get a 10% without Council approval. Mr. Gromer clarified

that his statement on competitive at earlier meetings was to be competitive to receive HOME funds, and they have to meet certain economic requirements. Mr. McGrain assured the Committee that his department is working on new PILOT's coming forward but did feel sympathetic with this application because its current PILOT was structured under previous MSHDA guidelines, which is no fault of their own, but now causes the need to restructure. His office supports the PILOT.

Council Member Washington spoke in opposition to the PILOT stating that a 4% PILOT at 35 years is too much, and her job is to look at the City budget.

Council Member Hussain spoke in opposition to 4% PILOTS, and a decision that will impact the City for 35 years. When the State Statue was written they created the standard that anything under 10% has to have local approval, so they knew the local municipalities would need to consider. His concerns included the fact that the City cannot currently afford to provide public service and public safety that is needed to the residents.

Ms. Miles spoke in opposition and her belief the Financial Health Team does not support PILOTS.

Ms. Womboldt spoke in opposition to the PILOT.

Council Member Hussain encouraged the applicants to consider 10% with some replanning and recalculations.

Ms. McMillan stated to the Committee that the program is set up by the Federal government and this is the process that the City has to access. This PILOT is 20% of the low housing, where there are 550 families on Section 8. If this is not approved it will affect 20% of those. This is PILOT is an opportunity for the City to access Federal dollars. Council Member Hussain stated his opinion was that a 4% PILOT is a detriment to the people who live there.

Council Member Spitzley said she wanted the full Council to have an opportunity to comment on it, and because it is a controversial topic, the Committee should pass along to Council.

MOTION BY COUNCIL MEMBER SPITZLEY TO APPROVE THE ORDINANCE FOR THE PILOT FOR CAMELOT HILLS, 609 SADIE COURT.

Council Member Hussain went through the process that has been followed so far, which included earlier meetings at the Committee and the required public hearing at the Council meeting where all Council Members had an opportunity to weigh in. He noted that this Committee is tasked to vet the agenda item and determine if there is a bad policy or application and make the determination if they do not feel it is appropriate to put before the full Council for a vote.

MOTION FAILED 1-2. COUNCIL MEMBER HUSSAIN PLACED IT ON FILE.

Mr. Venker asked for pause because there needed to be a discussion on the disclaimer, rules in the Council Rules for action and the opinion on further action reporting to Council. Council Member Spitzley asked why the legal concern or opinion was not raised before the vote. The Committee then asked why it has to come out of Committee since it failed. Mr. Venker cited the Council Rules which he read that Committee duties are to investigate in a timely manner and he needed time to clarify it. Council Member Hussain asked, now that they have voted, and Law

now say it has to come out and go to Council. Mr. Venker said if Law reviews the process and clarifies that it does need to go to the full Council, it will be a no-recommendation from the Committee. Council Member Washington asked if that was an option or not a mandate. Mr. Venker did not have the answer and would have to check. Mr. McGrain asked if the action from the Committee will be at Council Monday, April 23rd because the applicant has MSHDA deadlines to meet. Council Member Hussain stated it would not go to Council until the opinion from Law. Based on today's meeting, the application is "dead", unless the legal opinion states it has to go to the full Council. Council Member Spitzley stated again to Mr. Venker that the need for clarification by Law should have been conveyed before the vote. Council Member Washington remembered the same discussion on this process before the Committee before, and Council Member Hussain noted in the past was if it "died" at Committee it never came out to the full Council. Mr. Venker stated he would speak to the Council Members outside of this meeting.

Ms. Womboldt asked for consistency.

Council Member Spitzley assured the Committee she did not disagree with the decision to move to the full Council, but the clarification on the rules should have been done before the vote on the agenda item it would affect. The Committee needs to make informed decisions, good bad or indifferent. Council Member Hussain had concerns with clarification outside of the meeting, and Council Member Spitzley agreed asking for a formal City Attorney opinion as soon as possible.

Council Member Hussain called a Special Committee on Development and Planning meeting for Monday, April 23, 2018 at 5:00 p.m. for clarification from law.

Ms. Womboldt asked for a copy of a court case that addressed a recent BZA case.

Council Member Hussain instructed the Committee that they will meet on April 23rd and as it currently stands the request for a PILOT for Camelot Hills is denied. If the City Attorney's office at that meeting determines the decision has to come out to the full Council, it will be added that night at Council as a "Late Item".

Ms. McMillan asked if they could seek reconsideration, which was stated at the last meeting. Mr. Venker was not able to provide an answer, and the Committee agreed to meet on April 23rd at 5:00 p.m. to review his determination on the action and next steps.

DISCUSSION – Economic Development & Planning Update on a PILOT process

Council Member Hussain moved this discussion to the next regularly scheduled meeting.

Other

No other topics.

Adjourn

Adjourned at 5:16 p.m.

Submitted by, Sherrie Boak,

Recording Secretary,

Lansing City Council

Approved by the Committee on _____

DRAFT



MINUTES

Committee on Development and Planning

Special Meeting

Monday, April 23, 2018 @ 5:15 p.m.

Council Conference Room, City Hall 10th Floor

CALL TO ORDER

Called to order at 5:16 p.m.

PRESENT

Council Member Hussain, Chair

Council Member Spitzley, Vice-Chair

Council Member Washington, Member

OTHERS PRESENT

Sherrie Boak, Council Staff

Brian McGrain, Economic Development & Planning

Susan Stachowiak, Economic Development & Planning

Jim Smiertka, City Attorney

Kathy Miles

Elaine Womboldt

PUBLIC COMMENT

No public comment at this time.

DISCUSSION/ACTION

Clarification from the City Attorney

Mr. Smiertka provided an overview of the memo he submitted to the Committee on the analysis of legal requirements related to certain development and planning matters. He noted that when there is a rezoning, which is an amendment to the zoning ordinance, the Zoning Enabling Act requires a hearing only at the Planning Board level, however the City Charter states the City Council has to have a hearing as well. The Zoning Enabling Act, although only requiring a public hearing at the Planning Board level, does require that the legislative body consider and vote on any rezoning request. Therefore, when combining the requirements of the Zoning and Enabling Act and City Charter, amendments to our zoning code are required to have a public hearing and vote by the full body. Mr. Smiertka then assured the Committee that everything else that the Committees reviews and takes action on can be kept in Committee unless Council refers it to the Committee and requests a report. Council Member Spitzley asked for clarification, once it is acted on and voted down, is it considered “dead” at Committee. Mr. Smiertka clarified that once it is voted on, they have to report to Council the findings or action, in whatever formats the

Committee determines, although Council can discharge matters from the Committee. According to the Council Rules, to discharge an issue from committee, a 2/3 vote of the members at a Committee of the Whole or City Council meeting is needed. In 2016, Law determined that the 2/3's applied to the members at that meeting. Council can interpret their own rules, but if there are 8 Members at the meeting, it would need 6 members to pass, if there are 7 Members at the meeting it would need 5 Members. Council Member Spitzley asked Mr. Smiertka if someone at the Council meeting tonight asked for this PILOT to be discharged, would they need 5 votes since there will only be 7 members present, and Mr. Smiertka confirmed stating that is what the Council Rules state. If Council wants to amend the Rules, that would require another vote. Council Member Hussain asked if the discharge has to be done immediately following the meeting where the Committee reports out their determination, and Mr. Smiertka referred to Council Rule 17 which states "any Council Meeting".

Ms. Womboldt asked if a discharge from Committee requires a roll call vote of Council. Mr. Smiertka stated that a roll call vote is only required would be for the ordinance itself.

Council Member Hussain asked what occurs with a Special Land Use. Mr. Smiertka confirmed that the requirement to Council is only for zoning amendments.

Ms. Miles asked if Mr. Venker's objection from the last Committee meeting negated the denial vote. Mr. Hussain confirmed for her it did not, the question was if the PILOT discussion from the last Committee meetings needed to come out of Committee for final action. The discussion today is also about what steps are taken if a Member calls for reconsideration.

Ms. Miles asked why the Council has Committees. Council Member Spitzley assured her that Committees vet proposals, make sure applications are complete, and there is always a reason for Committee review and action. There is a process in place and allowable.

Council Member Hussain assured Ms. Miles and Ms. Womboldt that the Committee also wanted the legal opinion from the City Attorney himself since the opinions from Law have been contrary to what has been stated from that office in the past.

Mr. Smiertka reiterated the earlier statement from Council Member Spitzley, that the Committees are part of the process to provide vetting on applications. He then encouraged the Council to also review the Council Rules, Rule 4 which speaks to "no more than four (4) members on any standing committee".

Other

No other topics.

Adjourn

Adjourned at 5:28 p.m.

Submitted by, Sherrie Boak,

Recording Secretary,

Lansing City Council

Approved by the Committee on _____

From: gruhsdC flyfsxvfrp
Sent: Vxqgd|/P duEk#7/#534;#13-8;#DP
To: Soxp p hu/P duB|q
Subject: R qdgh#Lrup #/xep lwd#Dssdfdwlrq#Lru#Dssrlwp hqw#Erdug#ru#Frpp lwlrq

Application for Appointment to Board or Commission

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

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

**The above requirements are only mandatory for charter boards.*

(Section Break)

Date	3/4/2018
First Name	Jonathon
Middle	T
Last Name	Lukco
Other name(s) by which you have been known, including maiden names	Field not completed.
Date of Birth	
Address	727 N CAPITOL AVE, Apt #104

City	LANSING
State	MI
Zip Code	48906
Email	jlukco001@gmail.com
Gender	Gender
Ward	4
Precinct	39
Best phone number to contact you	[REDACTED]
Last 4 digits of social security number	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED] regarding experience and credentials	I have had a lot of experience with housing growing up, my grandparents, and now my uncles have provided rental housing through Lansing Housing Commission for decades. I've seen the impact safe, secure, and affordable housing has on people's wellbeing and those experiences have put me down the path towards community development.
Occupational Background	During college, I spent several years at the Michigan State Housing Development Authority in finance working on the State's Housing Choice Voucher Program, when I finished my degree I transitioned to the Michigan Economic Development Corporation, where much of MSHDA's community development program moved. At the MEDC, I've helped build out programs, put structure around the Community Development Block Grant program's operations, and seen again the impact of sound policy in building communities and addressing need.
Educational Background	I enrolled in Lansing Community College and Davenport University's 3+1 program in order stay in Lansing and to continue to work for the State of Michigan. I graduated from the program with an Associates in Business and Accounting, and a BBA in Accounting Information Management focusing on management accounting.
Please attach a resume if available	Lukco, Jonathon Resume.docx

First choice for board to serve on	Michigan Avenue Corridor Improvement Authority
Second choice of a board to serve on	Saginaw St. Coordinator Improvement Authority
Third choice of a board to serve on	Parks Board
Fourth choice of a board to serve on	Historic District Commission
Please comment briefly on why you wish to serve on a particular board or commission. Please be specific as to your goals and ideas about how you wish to contribute to the work of the board or commission	The goal is to continue to build upon the improvements made in Lansing and it's surrounding communities. An avenue for success in this goal is to build places for people to interact and connect those that are spatially divided. I have a broad understanding or placemaking principles, city design, and new network of community development partners. Additionally, I will be able to provide financial analysis concerning development, all of which can help provide input and evaluation of actions and strategies proposed.
Qualifications and Eligibility – At this time, if you do not meet one or more of the qualifications or eligibility requirements listed at the top, please state here the requirement to be met and explain how you will be qualified or eligible before you would be sworn in to an appointed office	<i>Field not completed.</i>
Background Check Authorization	I agree
Please type your name in this box to signify that you can serve on a board or commission and the information in this application is accurate to the best of your knowledge	Jonathon T Lukco
Date & Time	3/4/2018 11:00 AM

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

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

WHEREAS, the Mayor made the appointment of Jonathon T. Lukco of 727 N. Capitol Avenue, Apt. 104, Lansing, MI 48906 as a Member of the Saginaw Street Corridor Improvement Authority for a term to expire June 30,2019; and

WHEREAS, the nominee has been vetted and meets the qualifications as required by the City Charter; and

WHEREAS, the Committee on Development & Planning met on May 7, 2018 and took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Jonathon T. Lukco of 727 N. Capitol Avenue, Apt. 104, Lansing, MI 48906 as a Member of the Saginaw Street Corridor Improvement Authority for a term to expire June 30,, 2019.

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From: gruhsdC flyfsxvfrp
Sent: P rggd|/P dufk#4</#534;#<6<#5P
To: Soxp p hu/P dub|q
Subject: R qdgh#rup #/xep lwd#Dssdfdwrg#ru#Dssrlwp hqw#r#Erdug#ru#Frpp lwrg

Application for Appointment to Board or Commission

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- Not have been convicted, within 20 years of taking office, of a violation of the election laws of the City of Lansing, State of Michigan, or the United States; a violation of public trust; or any felony (Charter Section 2-103.1).*

**The above requirements are only mandatory for charter boards.*

(Section Break)

Date	3/19/2018
First Name	Elaine
Middle	Margaret
Last Name	Barr
Other name(s) by which you have been known, including maiden names	Field not completed.
Date of Birth	6/18 [REDACTED]
Address	519 S. Jenison Ave

City	Lansing
State	Michigan
Zip Code	48915
Email	elainembarr@gmail.com
Gender	Female
Ward	4
Precinct	<i>Field not completed.</i>
Best phone number to contact you	
Last 4 digits of social security number	
In what year did you move to Lansing?	2015
Additional information regarding experience and credentials	<i>Field not completed.</i>
Occupational Background	Attorney/Legal/Policy
Educational Background	J.D., Michigan State University College of Law, 2011 B.A., Political Science, University of Michigan 2008 Michigan Center High School, 2006
Please attach a resume if available	Resume_1242018.docx
First choice for board to serve on	Michigan Avenue Corridor Improvement Authority
Second choice of a board to serve on	<i>Field not completed.</i>
Third choice of a board to serve on	<i>Field not completed.</i>
Fourth choice of a board to serve on	<i>Field not completed.</i>
Please comment briefly on why you wish to serve on a particular board or	I am a co-owner of Strange Matter Coffee Company on Michigan Ave. In this capacity, and as a resident of the city of Lansing, I have a strong interest in working to ensure one of

commission. Please be specific as to your goals and ideas about how you wish to contribute to the work of the board or commission

the city's primary arteries is thriving and lively. I think this can be accomplished by assessing and creating tailored development plans for micro-sections of the corridor (e.g. one part of Michigan Ave will have different barriers to development or strengths that promote development than the other). I believe the voices of the residential neighbors to the corridor play an important role and are critical for the success of the commercial enterprises.

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

Field not completed.

Background Check Authorization

I agree

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

Elaine Barr

Date & Time

3/19/2018 8:45 PM

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

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

WHEREAS, the Mayor made the appointment of Elaine M. Barr of 519 S. Jenison Avenue, Lansing, MI 48915 as a Member of the Michigan Avenue Corridor Improvement Authority for a term to expire June 30,2019; and

WHEREAS, the nominee has been vetted and meets the qualifications as required by the City Charter; and

WHEREAS, the Committee on Development and Planning met on May 7, 2018 and took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Elaine M. Barr of 519 S. Jenison Avenue, Lansing, MI 48915 as a Member of the Michigan Avenue Corridor Improvement Authority for a term to expire June 30,2019.

Plummer, Marilyn

From: noreply@civicplus.com
Sent: Wednesday, January 17, 2018 6:24 PM
To: Plummer, Marilyn
Subject: Online Form Submittal: Application for Appointment to Board or Commission

Follow Up Flag: Follow up
Flag Status: Completed

Application for Appointment to Board or Commission

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

Date	1/17/2018
First Name	Christopher
Middle	Keane
Last Name	Iannuzzi
Other name(s) by which you have been known, including maiden names	Field not completed.
Date of Birth	1/17/2018
Address	1717 Nottingham Rd,

City	Lansing
State	MI
Zip Code	48911
Email	Ckiannuzzi@gmail.com
Gender	Gender
Ward	4
Precinct	33rd
Best phone number to contact you	[REDACTED]
Last 4 digits of social security number	[REDACTED]
In what year did you move to Lansing?	2011
Additional information regarding experience and credentials	<i>Field not completed.</i>
Occupational Background	Lawyer & Governmental Relations
Educational Background	J.D. from MSU College of Law. B.S. from University of Massachusetts.
Please attach a resume if available	lannuzzi Resume.pdf
First choice for board to serve on	Zoning Appeals
Second choice of a board to serve on	Board of Water and Light
Third choice of a board to serve on	<i>Field not completed.</i>
Fourth choice of a board to serve on	<i>Field not completed.</i>
Please comment briefly on why you wish to serve on a particular board or commission. Please be	I want to get more involved with the community and use my law degree to help out.

specific as to your goals
and ideas about how you
wish to contribute to the
work of the board or
commission

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

Field not completed.

Background Check
Authorization

I agree

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

Christopher Iannuzzi

Date & Time

1/17/2018 6:30 PM

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

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For more information please visit <http://www.symanteccloud.com>

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

WHEREAS, the Mayor made the appointment of Christopher K. Iannuzzi of 1717 Nottingham Road in Lansing, MI 48911, as an At-Large Member of the Board of Zoning Appeals for a term to expire June 30, 2022; and

WHEREAS, the nominee has been vetted and meets the qualifications as required by the City Charter; and

WHEREAS, the Committee on Development & Planning met on May 7, 2018 and took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Christopher K. Iannuzzi of 1717 Nottingham Road in Lansing, MI 48911, as an At-Large Member of the Board of Zoning Appeals for a term to expire June 30, 2022.

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form, call (517) 373-3302.

To be completed by Clerk of Local Government Unit	
Signature of Clerk	Date Received by Local Unit
STC Use Only	
Application Number	Date Received by STC

APPLICANT INFORMATION

All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) Tecomet, Inc.		1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 339113	
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 5840 Enterprise Drive		1d. City/Township/Village (indicate which) Lansing	1e. County Ingham
2. Type of Approval Requested ☒ New (Sec. 2(5)) ☐ Transfer ☐ Speculative Building (Sec. 3(8)) ☐ Rehabilitation (Sec. 3(6)) ☐ Research and Development (Sec. 2(10)) ☐ Increase/Amendment		3a. School District where facility is located Lansing School District	3b. School Code 33020
4. Amount of years requested for exemption (1-12 Years) 5 years after construction			

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

This project is a manufacturing expansion including the lease of a building that allows for increased manufacturing capacity near existing Lansing operations. The project includes investment in high-tech precision machining equipment and building upgrades to an existing 30,000 square foot building.

6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	► \$1,915,000 Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total	► \$12,600,000 Personal Property Costs
6c. Total Project Costs * Round Costs to Nearest Dollar	► \$14,515,000 Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	Begin Date (M/D/Y)	End Date (M/D/Y)	
Real Property Improvements	► 10/01/2017	12/31/2019	► ☐ Owned ☒ Leased
Personal Property Improvements	► 10/01/2017	12/31/2019	► ☒ Owned ☐ Leased

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. ☐ Yes ☒ No

9. No. of existing jobs at this facility that will be retained as a result of this project.	10. No. of new jobs at this facility expected to create within 2 years of completion. 160
---	---

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land)	_____
b. TV of Personal Property (excluding inventory)	_____
c. Total TV	_____

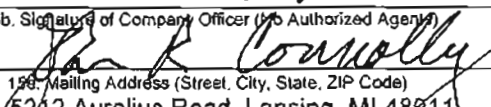
12a. Check the type of District the facility is located in: ☒ Industrial Development District ☐ Plant Rehabilitation District

12b. Date district was established by local government unit (contact local unit) 10/09/2000	12c. Is this application for a speculative building (Sec. 3(8))? ☐ Yes ☒ No
---	---

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Daren	13b. Telephone Number Dodson	13c. Fax Number	13d. E-mail Address daren.dodson@tecomet.c
14a. Name of Contact Person Daren	14b. Telephone Number Dodson	14c. Fax Number	14d. E-mail Address daren.dodson@tecomet.c
15a. Name of Company Officer (No Authorized Agents) John Robert Connolly - CFO			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number	15d. Date 1-11-2018
15e. Mailing Address (Street, City, State, ZIP Code) 5212 Aurelius Road, Lansing, MI 48911		15f. Telephone Number 517-882-4311	15g. E-mail Address

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

16. Action taken by local government unit ☐ Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion ☐ Yes ☐ No ☐ Denied (Include Resolution Denying)		16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable ☐ 1. Original Application plus attachments, and one complete copy ☐ 2. Resolution establishing district ☐ 3. Resolution approving/denying application. ☐ 4. Letter of Agreement (Signed by local unit and applicant) ☐ 5. Affidavit of Fees (Signed by local unit and applicant) ☐ 6. Building Permit for real improvements if project has already begun ☐ 7. Equipment List with dates of beginning of installation ☐ 8. Form 3222 (if applicable) ☐ 9. Speculative building resolution and affidavits (if applicable)	
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable ☐ 1. Notice to the public prior to hearing establishing a district. ☐ 2. Notice to taxing authorities of opportunity for a hearing. ☐ 3. List of taxing authorities notified for district and application action. ☐ 4. Lease Agreement showing applicants tax liability.		16c. LUCI Code	
16d. School Code		17. Name of Local Government Body City of Lansing	
18. Date of Resolution Approving/Denying this Application			

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

Michigan Department of Treasury
State Tax Commission
PO Box 30471
Lansing, MI 48909

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
1. LUCI Code	2. Begin Date Real	3. Begin Date Personal	4. End Date Real	5. End Date Personal



OFFICE OF MAYOR ANDY SCHOR
124 W. MICHIGAN AVENUE – NINTH FLOOR
LANSING, MI 48933

AGREEMENT IN CONSIDERATION OF DEVELOPMENT INCENTIVES

THIS AGREEMENT in Consideration of Development Incentives (“Agreement”) is made and entered this 11th day of January, 2018, by and between the City of Lansing, Michigan, a Michigan municipal corporation (“City”), and **Tecomet, Inc.**, a Michigan Corporation (“Applicant”), (collectively the “Parties”);

I. STATEMENT OF PURPOSE:

The City of Lansing welcomes new investment and the creation of new jobs. To achieve these goals, the City offers a variety of economic incentives that are designed to facilitate the expansion of existing businesses and the location of new businesses within the City, as well as the rehabilitation of obsolete structures and the reuse of environmentally contaminated sites.

Economic incentives typically do not provide City funds to developers or businesses, but rather encourage new investment and job creation in the City that would not have occurred without the incentive. The purpose of this Agreement is to establish performance expectations, reporting requirements and preferences for Lansing-based firms, resident employees and union employees in hiring, contracting, subcontracting and procurement related to the acceptance of economic incentives by the Applicant.

Economic incentives are beneficial to both the City and the Applicant. The approval of incentives must be a transparent and public process that produces a clear agreement between the Parties regarding the responsibilities of both the City and the Applicant. This public process does not end with the approval of the incentive, but continues until the commitments made by the Applicant under this Agreement are met.

II. DEFINITIONS

As used in this Agreement, the definitions herein shall be the mutually understood meaning of the following terms:

"Incentive" means a reduction in City taxes levied on real or personal property, or other financial benefit to Applicant, for a limited number of years as specified in this Agreement, and which may include, but is not limited to, those tax reductions or other financial benefits authorized by the Obsolete Property Rehabilitation Act (Public Act 146 of 2000, as amended), Neighborhood Enterprise Zone Act (Public Act 147 of 1992, as amended), Brownfield Redevelopment Financing Act (Public Act 381 of 1996, as amended), Plant Rehabilitation and Industrial Development Districts (Public Act 198 of 1974, as amended) and the New Personal Property Tax Exemption authorized by Public Act 328 of 1998.

"Lansing-based firm" means an incorporated business entity that owns or leases an office, warehouse, distribution center, or wholesale or retail store located within the corporate limits of the City of Lansing.

"Full-time Equivalent Employees (FTE)" means a combination of full-time and part-time employees that represents all employees as a comparable number of full-time employees.

III. RECITALS:

A. APPLICANT/PROJECT INFORMATION

Name of Project: Tecomet Expansion

Location of Project (provide attached map): 5858 Enterprise Drive, Lansing, MI 48911

Business Name of Applicant (if applicable): Tecomet, Inc.

Name of Parent Company (if applicable): Charlesbank Capital Partners

List Managing Partner and all other Partners, including percentage ownership interest of each partner: **(Please fill this in if applicable)**

<u>Please See Attachment</u>	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

Project description:

List all past projects started in the city of Lansing by any of the partners listed above:

(Insert any past projects here, if applicable)

List City incentive(s) and number of years requested for each:

Act 198 50% Tax Abatement 5 Years

_____ Years

_____ Years

_____ Years

List all Federal, State or other incentives and their estimated value that may be part of this project:

Michigan Business Development Program - MEDC: \$640,000

Name of Financial Institution(s) funding the Project *(if unavailable upon execution of this Agreement, Applicant agrees to furnish commitment letter(s) from lending institution(s) to the LEDC when available):* **(Insert the name of your lender or lender(s) here if applicable)**

N/A

Estimated number of new, permanent full-time equivalent employees (FTE) upon Project Completion *(if applicable)*:

160 FTE

Estimated total investment in real and personal property, including acquisition and construction costs, upon Project Completion:

\$13,600,000

Estimated average hourly wage or annual salary of new, permanent employees (if applicable):
(Please fill this in)

\$ 40,000 / Year

**B. APPLICANT ACCEPTANCE OF NOTICE AND REPORTING REQUIREMENTS
AND LOCAL PREFERENCES IN HIRING, PROCUREMENT OF GOODS AND
SERVICES, CONTRACTING AND SUBCONTRACTING**

(initial spaces below to indicate acceptance) (These all must be initialed)

DDD

Applicant agrees to notify the LEDC and City Assessor of any and all partnership changes during the term of any incentives approved for the Project.

DDD

Applicant agrees, and may be required to provide written documentation at the request of the LEDC, to consider and hire as many Lansing residents and Lansing-based firms, including but not limited to consultants, suppliers, contractors and sub-contractors, as reasonably possible.

DDD

Applicant agrees, and may be required to provide written documentation at the request of the LEDC, to make good faith efforts to hire contractors and sub-contractors that employ union labor when economically feasible.

DDD

Applicant agrees that all employees, contractors and sub-contractors related to this Project will pay all City individual income tax.

DDD

Applicant agrees to report annually to the City Treasurer all gross individual income taxes paid and current residential addresses of all employees.

DDD

Applicant agrees that all contractors and sub-contractors will report annually to the City Treasurer all gross individual income taxes paid and current residential addresses of all employees.

C. LEDC STAFF/ADMINISTRATION RECOMMENDATION

Name of Lead Staff Person: Kris Klein

Revenue currently paid to the City by the site or project (5 Years): \$ 153,314.00

Estimated total new revenue to the City upon Project Completion (5 Years): \$ 241,972.00

Estimated total value of City Incentive(s) (5 Years): \$ 19,833.00

Estimated total new net revenue to the City (5 Years): \$ 222,139.00

Staff Comments (*indicate reasons for providing Incentive and describe any additional value to the City as a result of approval*):

This project is a manufacturing expansion including the lease of a building that allows for increased manufacturing capacity near existing Lansing operations. The project includes investment in high-tech precision machining equipment and building upgrades to an existing 30,000 square foot building.

Project Timeline: Subject to the approval of the Industrial Facilities Exemption Certificate by City Council, substantial completion is anticipated by December 31, 2019.

Have all appropriate City Incentive fees been received? YES NO

Staff Recommendation: APPROVE DENY MODIFY

(if DENY or MODIFY please explain in space provided below)

Administration Recommendation: APPROVE DENY MODIFY

(if DENY or MODIFY please explain in space provided below)

D. ADDITIONS:

1. Applicant, in seeking local legislative approval, has made certain representations to the City as more fully set forth herein.

2. The Applicant has applied for Incentive for the purposes of expanding its current manufacturing footprint in Lansing. The Project will allow for the expansion of medical device and other high-tech precision manufacturing and the facility will be a center of excellence for precision machining. The Project is expected to hire at least 160 or retain at least N/A new full-time equivalent employees (FTE) and requiring a total investment in real property of at least \$1,000,000 and personal property of at least \$12,600,000 when completed.

3. The Applicant has supplied to the LEDC all application and supporting documentation, including a list of all partners of the Applicant with an ownership interest in the Project, which in turn has been forwarded to the City prior to the approval of the Incentive.

4. The Applicant has provided to the LEDC detailed information including wage and benefit information for the Project and new, permanent full-time equivalent employees (FTE) expected to be hired or retained as a result of the Project, which in turn has been forwarded to the City prior to approval of the Incentive.

5. The Applicant and the City desire to enter into an agreement whereby the Applicant and City specify and agree on the Project performance measures under which the Incentive is granted, and some of the conditions under which such Incentive can be modified or revoked by the City and/or State of Michigan. Nothing in this Agreement supersedes or diminishes any rights of the City or the State established by Federal, State, or Local law or regulations.

6. The Lansing City Treasurer has verified in writing the Applicant is not delinquent and/or late on any property taxes owed to the City for all properties in which the applicant owns a twenty-five percent (25%) or more interest.

7. The Lansing City Treasurer has verified in writing the Applicant, if an employer in the City, is in compliance with all required City wage withholding and income reporting requirements for all of their employees.

8. The Lansing City Treasurer has verified in writing the Applicant is not delinquent and/or late on any corporate or other business income taxes owed the City, if any.

9. The LEDC has verified that all application fees due have been paid in full by the Applicant.

IV. AGREEMENT:

NOW, THEREFORE, in consideration of the recitals and mutual covenants and agreements herein contained and pursuant to MCL Public Act 146 of 2000 (the "Act"), as amended, the Parties agree as follows:

A. Reliance on Recitals

The Parties acknowledge Applicant has made representations contained within its application, and the recitals and additions above, with the purpose and intent of City's reliance thereon, as well as for compliance with the Act, as amended, and the City relies upon these representations in its determination that the Incentive should be approved.

B. Project Area

The location of the Project is commonly known as 5858 Enterprise Drive, Lansing, MI ("Project Area") and legally described as follows:

LOT 16 EXC COM SW COR LOT 16, TH S 89DEG 35MIN 10SCD E 118.66 FT ON S LINE LOT 16, N 24DEG 03MIN 40SCD W 376.87 FT, S 65DEG 56MIN 20SCD W 108 FT, S 24DEG 03MIN 40SCD E 327.71 FT TO BEG; MIDWAY INDUSTRIAL CENTER.

C. Project Timeframe.

The Applicant and City agree the City's approval of the Incentive is based upon completion of the Project within a specific time period ("Project Timeframe"). The Project Timeframe starts October 1, 2017 and ends December 31, 2019.

D. Project Completion

The Applicant and the City agree that for the Project to be considered complete, the Applicant must perform all of the following in the Project Area within the Project Timeframe ("Project Completion"):

1. Hire at least 160 new, permanent full-time equivalent employees (FTE) and/or retain at least N/A full-time equivalent employees (FTE).
2. Purchase and/or locate within the Project Area, personal property with a fair market value of at least \$12,600,000. This personal property may not be moved to the Project Area from another location within the City of Lansing.
3. Make at least \$1,000,000 of improvements to the real property. Improvements include only hard costs, and exclude architectural and engineering costs.
4. Obtain all necessary building permits and site plan approvals, including payment of all required fees, plus final inspections including a Certificate of Occupancy from the City of Lansing and all other appropriate authorities and agencies.
5. Upon Project Completion, the applicant will provide to the LEDC, upon request, any and all appropriate financial records that are referenced as part of this Agreement.
6. ~~Project Completion must be performed by~~ December 31, 2019.

E. Project Completion Progress Reports

The Applicant shall file an annual report with the LEDC on the Applicant's progress toward achieving Project Completion. Reports shall be submitted in compliance with all LEDC reporting requirements (on-line, not of a proprietary nature but based on information contained in this agreement). Applicant understands and agrees that the information submitted to the LEDC will be available for public viewing, unless prior approval is requested and granted for specific confidential business information that is not subject to disclosure under the Freedom of Information Act (Public Act 442 of 1976, being MCL 15.231 et. seq., as amended). Non-

compliance with reporting requirements may result in the modification or revocation of the Incentive.

Lack of performance and compliance with this agreement, may be considered as relevant information in consideration of the approval of all future incentive applications to the LEDC or City by the Applicant or any person or entity with (25%) or more ownership in the Project.

F. Verification of Project Completion

No later than thirty (30) days after the end of the Project Timeframe, the Applicant shall provide in writing to the LEDC a Final Project Completion Report ("Final Report on-line") with proof of Project Completion. Acceptable forms of proof may include, as directed by LEDC, proof of employment, proof of paid invoices, executed and filed tax documentation, final financing documents and similar material which confirm original financial data, engineering and architectural "as-built" drawings, photographs, and other like evidence of completion of the Project in the Project Area. If at any time during the Project Timeframe the Applicant completes the Project as agreed upon in Section (4), the Applicant may submit the Final Project Completion Report to the LEDC on line.

G. Consideration of Applicant's Compliance with the Agreement.

Within 60 days of receiving the Final Report, or 90 days after the end of the Project Timeframe, the LEDC shall make a preliminary determination if the Applicant has achieved Project Completion. In the event the preliminary determination concludes the Project was completed per this Agreement, written notification of such finding shall be sent from the LEDC to the Applicant and the City of Lansing Finance Director. In the event the LEDC makes the determination the Applicant did not complete the project per this Agreement, the LEDC will forward in writing its findings and a recommended course of action to the Applicant and the City of Lansing Finance Director. Prior to any action that might lead to the modification or revocation of all or part of the Incentive, the City shall offer the Applicant the reasonable opportunity to appear before the Council and be heard. In the event of the revocation of all or part of the Applicant's Incentive, the City may consider the breach of contract when contemplating the approval of all future Incentive applications to the City by the Applicant or any partners listed as required in the Recitals.

H. Failure of Applicant to Pay Tax Applicable to Personal Property

If any property tax applicable to the personal property that makes up the project is not paid within the time permitted by law for payment without penalty during the life of the Incentive being granted by this Agreement, the City may seize and sell the personal property to pay the tax, expenses of sale, and interest on the tax, or may commence civil litigation to recover the amount of tax an interest thereon, in accordance with Michigan law.

I. Failure of Applicant to Pay Tax Applicable to Real Property

If any property tax applicable to the real property that makes up the project is not paid within the time permitted by law for payment without penalty during the life of the Incentive being granted by this Agreement, the City may place a lien on the real property. The City may

enforce the lien in the same manner as provided by law for the foreclosure in the circuit courts of mortgage liens upon real property, in accordance with Michigan law.

J. City's Rights under Act

Nothing in this Agreement shall supersede the City's ability to request the State Tax Commission to revoke the Incentive as otherwise provided, or as may hereafter be provided, under the Act, as amended. Nothing in this Agreement supersedes or diminishes any rights of the City or the State established by Federal, State, or Local law or regulations.

K. Ambiguity

If this Agreement or any of its terms and conditions is determined to be ambiguous, this Agreement and all its terms and conditions shall be considered as if drafted by both parties.

L. Rights and Remedies Cumulative

The Parties shall have all the rights and remedies available at law, in equity or in this Agreement to enforce the rights and obligations under this Agreement. All remedies shall be cumulative and none will be exclusive of any other. The exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or any obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

M. Right In Third Parties

This Agreement is not intended nor shall it create any rights, expectations or benefit to any third parties, including any creditor of the parties.

N. Severability

The invalidity of any portion of this Agreement shall not affect the validity of the remainder thereof.

O. Subsequent Waivers

One or more waivers of any provision, covenant, or condition of this Agreement shall not be construed as a waiver of a subsequent breach of the same provision, covenant, or condition, or as a waiver of a subsequent breach of other provisions, covenants, or conditions. The consent or approval to or for any act shall not be deemed to render unnecessary the consent or approval to or for any subsequent similar act.

P. Termination

This Agreement terminates upon the end of the life of the incentive.

Q. Authority.

The Applicant's execution, delivery and performance of this Agreement have been duly authorized. The Applicant's representative executing this Agreement does so with requisite authority to fully and completely bind the Applicant.

IN WITNESS WHEREOF, the undersigned Parties hereto execute this Agreement as of the day and year first above written.

WITNESSES:

Approved as to form:

James D. Smiertka
City Attorney

TECOMET, INC.

By: John R. Connolly
[Enter Name of Company Officer]
John Robert Connolly
Its: [Enter Title] CFO

CITY OF LANSING:

By: _____
Andy Schor

Its: Mayor

**LANSING ECONOMIC
DEVELOPMENT CORPORATION:**

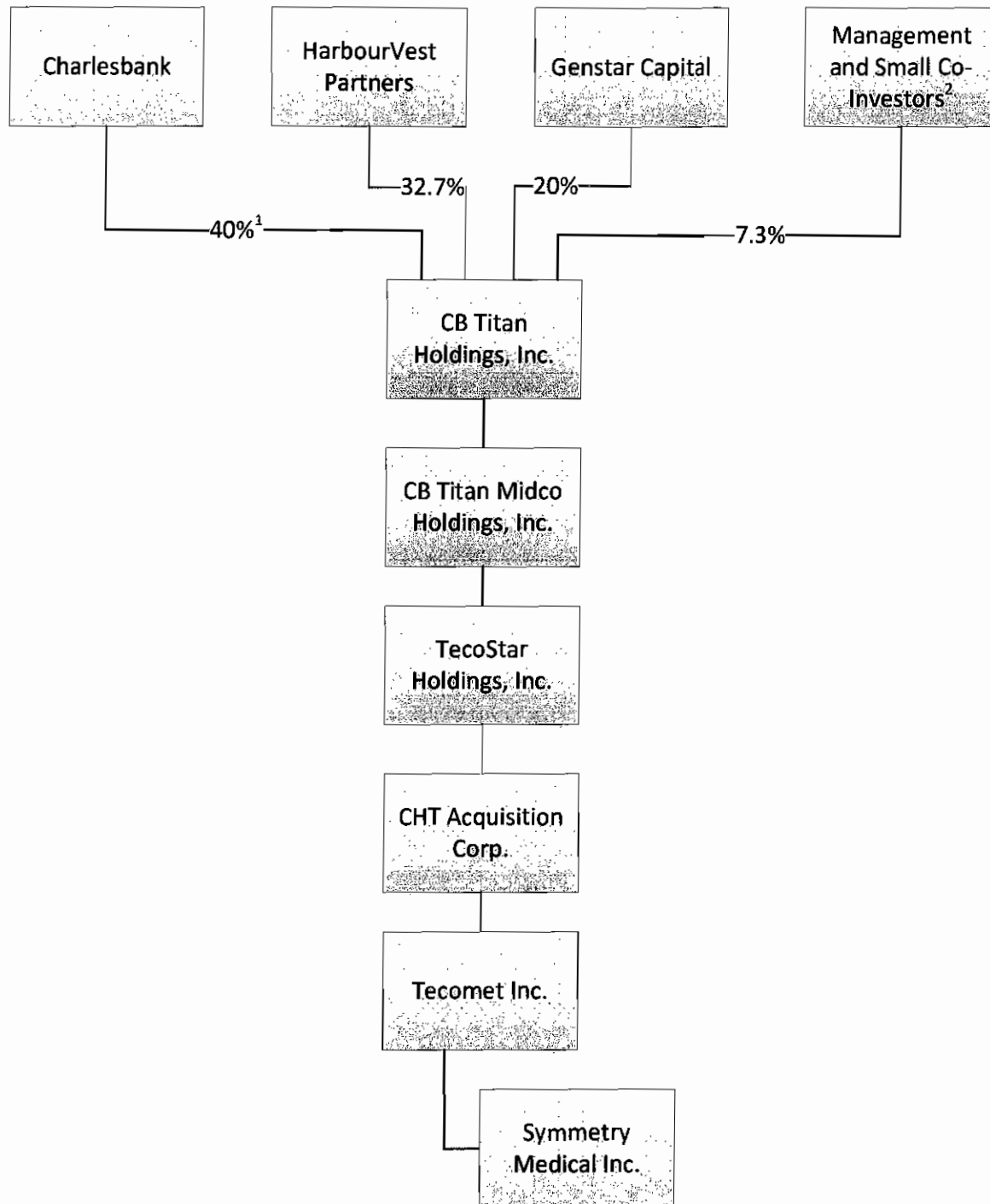
By: _____
Karl R. Dorshimer

Its: Authorized Representative

I hereby certify that funds are available
in Account No.: _____

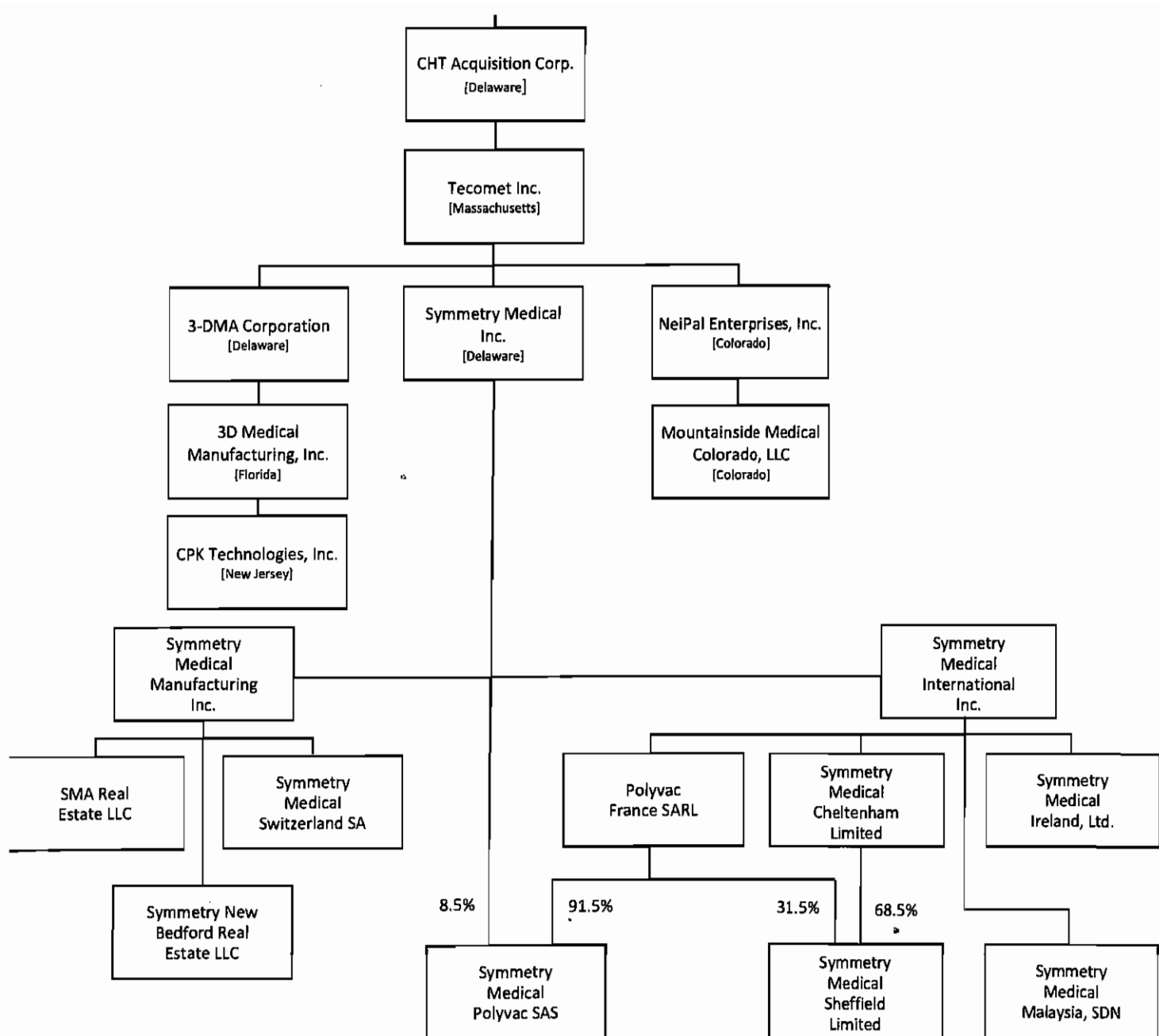
City
Controller

Post-Transaction Organization Chart



1. Percentages rounded to the nearest tenth of one percent.

2. This group reflects 27 individual stockholders, none of which own more than 2% in CB Titan Holdings, Inc.



Affidavit of Fees
Industrial Facilities Exemption Application

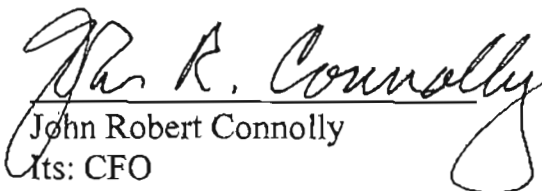
In accordance with State Tax Commission Bulletin No. 3 dated January 1998, the City of Lansing and Tecomet, Inc. (Applicant for Industrial Facilities Exemption Certificate) do hereby swear and affirm that no payment of any kind in excess of the fee allowed by Act 198, as amended, has been made or promised in exchange for favorable consideration of an exemption certificate application. As such, we swear and affirm that no excessive fee, payment in lieu of taxes, donation or other like term as described above, has been made by the applicant to the City.

City of Lansing

Mayor Andy Schor

Date

Tecomet, Inc.


John Robert Connolly
Its: CFO

2-6-2018
Date

PROJECT LOCATION:

5858 Enterprise Drive

Lansing, MI 48911





CITY OF LANSING
TREASURER'S OFFICE/INCOME TAX DIVISION
Room G-29, First Floor, City Hall
124 W Michigan Ave
Lansing, Michigan 48933
(517) 483-4114
FAX (517) 483-6084

City Clerk License Checklist

February 7, 2018

Name (RA): Business Name: Symmetry Medical Manufacturing, Inc
Social Security: FEIN #: 980164855
Delinquent Income Taxes: ☐ Yes ☒ No If due, amount:
Comments:

Real Property Address: 5212 Aurelius Parcel #: 33010503220072
Delinquent Real Property: ☐ Yes ☒ No If due, amount:
Comments:

Personal Property Address: 5212 Aurelius rd Personal Property Tax #: 90330133325000
Delinquent Real Property: ☐ Yes ☒ No If due, amount:
Comments:

Asp Wallis
Reviewed by

2/7/18
Date

Sammy Had

Approval: ☒ Yes ☐ No



CITY OF LANSING
TREASURER'S OFFICE/INCOME TAX DIVISION
Room G-29, First Floor, City Hall
124 W Michigan Ave
Lansing, Michigan 48933
(517) 483-4114
FAX (517) 483-6084

LANSING TREASURY INFORMATION REQUEST

COMPLETE A SEPARATE FORM FOR EACH INDIVIDUAL SUBJECT TO VERIFICATION

Date: _____

APPLICANT/EMPLOYEE INFORMATION

Name (RA): _____

Home Address: _____

Daytime Phone Number: _____

Social Security (last 4 digits ONLY): _____

Drivers License # _____

Date of Birth: _____

EMPLOYER/BUSINESS INFORMATION

Corporate Name: Symmetry Medical Manufacturing, Inc.

Doing Business As (DBA): Tecomet Lansing

Address: 5212 Aurelius Rd.
Lansing, MI 48911

Business Phone Number: (517) 882-4311

FEIN #: 98-0164855

Do you, or any of these businesses, owe the City of Lansing money for any reason? ☐ Yes ☒ No

If Yes, for what reason? _____

Name of any other Lansing area business in which your ownership participation exceeds 25%

Not Applicable

Dawn A. Dodson
Signature

1/11/2018
Date

Revised 1/11/2018

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

WHEREAS, the Lansing City Council has previously established an Industrial Development District (IDD-03-00) on October 9, 2000, that included the property commonly known as 5858 Enterprise Drive, Lansing MI; and

WHEREAS, the City of Lansing received and filed an application from Tecomet, Inc. requesting an Industrial Facilities Exemption Certificate (IFT-01-18) for personal and real property investments pursuant to Public Act 198 of 1974, as amended; and

WHEREAS, a public hearing was held **April 23, 2018** on the Industrial Facilities Exemption Certificate (IFT-01-18) filed by Tecomet, Inc., at which all owners of real and personal property within IDD-03-00 and, other City residents and taxpayers, the assessor and the representatives of the legislative body of each taxing unit that levies ad valorem taxes for the IDD-03-00 had the opportunity to appear and be heard; and

WHEREAS, Tecomet, Inc. has substantially met all of the requirements for said Exemption Certificate as required by Public Act 198 and by the policies of this Council;

WHEREAS, the aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Lansing, after granting this certificate, will not exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of personal and real property thus exempted, and

WHEREAS, the Industrial Facilities Exemption Certificate, when issued, shall be and remain in force for a period of five (5) years after completion of the facility.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council finds and determines that the granting of this Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of the Public Acts of 1974, shall not have the effect of substantially impeding the operation of the City of Lansing, nor impairing the financial soundness of any taxing unit which levies ad valorem taxes in the City of Lansing.

BE IT FURTHER RESOLVED that the Lansing City Council hereby approves the application of Tecomet, Inc. for an Industrial Facilities Exemption Certificate (IFT-01-18), for real and personal property investments in the areas of IDD-03-00 legally described as:

LOT 16 EXC COM SW COR LOT 16, TH S 89DEG 35MIN 10SCD E 118.66 FT ON S LINE LOT 16, N 24DEG 03MIN 40SCD W 376.87 FT, S 65DEG 56MIN 20SCD W 108 FT, S 24DEG 03MIN 40SCD E 327.71 FT TO BEG; MIDWAY INDUSTRIAL CENTER,

for a period of 5 years, after project completion, provided that this resolution shall be effective upon the execution of a written Industrial Facilities Exemption Certificate

Agreement between Tecomet, Inc. and the City of Lansing, in the form as filed with the City Clerk.

BE IT FINALLY RESOLVED that the Mayor, on behalf of the City, is authorized to execute the afore stated agreement, subject to prior approval thereof as to form by the City Attorney.

GENERAL INFORMATION

APPLICANT/OWNER: Jeffrey & Sheryl Landgraf
FTZ Laboratories, LLC
110 N. Market Street
Dewitt, MI 48820

REQUESTED ACTIONS: Rezone 3440 N. East Street from "F" Commercial District to
"G-2" Wholesale District

EXISTING LAND USE: 858 Square Foot Office Building

EXISTING ZONING: "F" Commercial District

PROPOSED ZONING: "G-2" Wholesale District

PROPERTY SIZE: 94' x 115' = 10,810 square feet - .248 acres

SURROUNDING LAND USE: N: Commercial
S: Vacant
E: Single Family Residential
W: U-Haul

SURROUNDING ZONING: N: "F" Commercial & "J" Parking Districts
S: "F" Commercial District
E: "A" Residential District
W: "G-2" Wholesale District

MASTER PLAN: The Design Lansing Comprehensive Plan designates the
subject property for "Suburban commercial" land use. N.
East Street is designated as a principal arterial.

DESCRIPTION:

This is a request by Jeffrey & Sheryl Landgraf, FTZ Laboratories, LLC to rezone the property at 3440 N. East Street from "F" Commercial District to "G-2" Wholesale District. The purpose of the rezoning is to permit a medical marijuana safety compliance (testing) facility on the subject property.

AGENCY RESPONSES**BWL:**

Building Safety:

Development Office:

Fire Marshal: No comments

Parks & Recreation: No comments.

Public Service:

Traffic Engineer:

COMPATIBILITY WITH SURROUNDING LAND USE:

The applicant is requesting a rezoning of the subject property to the "G-2" Wholesale District to allow for a medical marijuana testing facility. Under the City's new medical marijuana ordinance, testing facilities are permitted only in the "G-2" Wholesale, "H" Light and "I" Heavy Industrial zoning districts. As evidenced by the attached map, the subject property is located in an area that has no consistent zoning or land use patterns. The site is surrounded by "A" residential zoning to the east, "I" Commercial zoning to the north and south and "G-2" Wholesale zoning to the west. Since the property to the west is already zoned "G-2", rezoning the subject property to the "G-2" district would not be considered a "spot zone", even though the sites are located on opposite sides of the street. In fact, the majority of the properties in the 3400 and 3500 blocks of the west side of N. East Street are currently zoned "G-2" Wholesale and thus, the proposed rezoning will be consistent with the general zoning pattern in the area.

The land uses in the area include offices, single family residential homes, various retail uses, vehicles sales/rentals, repair shops and storage facilities. Given the eclectic mix of existing land uses, it is not anticipated that the proposed medical marijuana testing facility will be incompatible or disruptive to the surrounding area. Medical marijuana safety compliance (testing) facilities typically do not generate much traffic, noise, odors or other nuisances and do not involve hazardous materials that would be detrimental to the health, safety and welfare of the community. Such uses are generally in operation during normal business hours only, traffic is limited to employees or small delivery trucks and all activities are confined to the building with controls in place to prevent odors/fumes from emanating outside.

COMPLIANCE WITH MASTER PLAN:

The Design Lansing Comprehensive Plan designates the subject property for "Suburban Commercial" land use. The Plan specifies the following for this land use classification:

"To allow for general retail and commercial use, including large footprint and automobile-oriented uses, in a suburban development format that also encourages a mix of uses and accommodates pedestrians, cyclists and transit users."

The Plan lists the following as "typical uses" for the "Suburban Commercial" land use category:

"General and convenience retail uses; medium-density residential in a suburban format (see Medium-Density Residential, above); office; **and light industrial with special approval.**"

The proposed testing facility would qualify as a “light industrial” use and is therefore, consistent with the future land use being advanced in the master plan for the subject property. It is also consistent with some of the existing light industrial uses in the area such as storage facilities and repair shops.

IMPACT ON VEHICULAR AND PEDESTRIAN TRAFFIC:

The proposed rezoning will have no negative impacts on vehicular or pedestrian traffic. Testing facilities typically generate a very low volume of traffic, particularly in comparison to most highway commercial uses such as gasoline stations, convenience stores, restaurants and other uses that would be permitted by right under the current “F” Commercial zoning. Traffic for testing facilities is generally limited to employees and small delivery trucks. Furthermore, since it is not a customer oriented business, it is not anticipated to generate any pedestrian traffic.

Primary access to the site will continue to be via N. East Street which is a principal arterial designed to carry a high volume of traffic. There is a secondary access to the site on Sanford Street but given the projected low volume of traffic for the testing facility, additional traffic on the side street should be negligible.

IMPACT ON PUBLIC FACILITIES:

The site is already served by all necessary public facilities. No changes are proposed for the site that would have an impact on public facilities.

ENVIRONMENTAL IMPACT:

The proposed rezoning will have no impacts on the physical environment as the site is already developed and no changes are proposed at this time. New construction would require administrative site plan review at which time the site would have to be brought into compliance with all City codes and ordinance including those regulating storm water management.

If the rezoning is approved, the applicant will be required to obtain a building permit to change the use of the building at 3440 N. East Street from an office to a medical marijuana safety compliance (testing) facility. As part of the building permit process, the applicant will be required to disclose the type of hazardous chemicals that will be used, the quantity of said chemicals that will be stored in the building, how the materials will be stored and by what method they will be disposed of. The building will then be inspected to ensure compliance with all codes relating to the use and storage of hazardous chemicals.

IMPACT ON FUTURE PATTERNS OF DEVELOPMENT:

The applicant’s request will not be disruptive to the development pattern in the area which is already characterized by a variety of land uses and zoning designations. The site is currently zoned “F” Commercial and the applicant is requesting that the site be rezoned to “G-2” Wholesale. The only significant differences between the 2 zoning districts is that the “G-2” Wholesale district permits, warehouses, storage and medical marijuana safety compliance facilities. The applicant’s proposal to

establish a medical marijuana safety compliance facility on the site is anticipated to be compatible with the adjoining residential land uses, particularly in comparison to many other uses that would be permitted by right under the current "F" Commercial zoning such as a fast food restaurant, gas station, car wash, or auto repair facility. Such uses would generate a high volume of traffic, activity beyond normal daytime business hours, light glare, noise, etc. that could be disruptive to the peaceful enjoyment of the adjoining houses to the east. The safety compliance facility, by contrast, will be quiet, generate very little traffic and all activity will be confined to the building. It is also not anticipated that the facility will generate fumes that can be detected outside of the building. If that were to occur, the City has an ordinance in place to take corrective action against the facility.

SUMMARY

This is a request by Jeffrey & Sheryl Landgraf, FTZ Laboratories, LLC to rezone the property at 3440 N. East Street from "F" Commercial District to "G-2" Wholesale District. The purpose of the rezoning is to permit a medical marijuana safety compliance (testing) facility on the subject property.

The findings of fact as outlined in this staff report support a positive recommendation for the requested rezoning. The proposed rezoning will be consistent with the existing zoning and land use patterns in the area and with the future land use pattern being advanced in the Design Lansing Comprehensive Plan. Additionally, the proposed rezoning will have no negative impacts on traffic patterns, the environment or future patterns of development in the area.

RECOMMENDATIONS

Pursuant to the findings described above, the following recommendation is offered for the Planning Board's consideration:

Z-8-2017 be approved to rezone the property at 3440 N. East Street from "F" Commercial District to "G-2" Wholesale District.

Respectfully Submitted,

**Susan Stachowiak
Zoning Administrator**

Planning Board

Re: Z-8-2017; 3440 N. East Street

Good evening:

We would like to take this opportunity to tell you a bit about FTZ Laboratories and its owners, Jeff and Sheryl Landgraf.

A strange series of events led us to start a medical marijuana Safety Compliance Facility. We have long been advocates of medicinal marijuana, but it was witnessing a family member's positive experience during his battle with pancreatic cancer in February 2017 which affected us deeply. We subsequently learned medical marijuana was not mandated to be tested for dangerous chemicals and microorganisms but that new state legislation which went into effect December 2017 would address this. We decided shortly thereafter this was something we could contribute to. Jeff is a Ph.D. scientist who has worked at Michigan State University for the last 18 years in the Research Technology Support Facility with experience in Molecular Biology and Analytical Chemistry. Sheryl has worked in Information Technology, 8 years with the Michigan Supreme Court-Judicial Information Services and most recently with IBM. We feel our combined strengths in scientific analysis and data management are perfectly suited to provide these new, and long overdue, services to medical marijuana patients in the State of Michigan.

During the course of 2017, we paid close attention to how the State of Michigan and municipalities within the state were preparing for the implementation of Public Act 281. The City of Lansing has taken great strides, in our opinion, to be a progressive community. We applaud the City for the actions it has taken on behalf of the patients who rely on this medicine.

Deciding to do business in a progressive city, we pursued property and happened upon what we believe is a perfect place to do business: 3440 N. East Street, currently zoned F1-Commercial which, at the time, allowed laboratories with Special Land Use Permit. We saw an opportunity, purchased the property and began some of the necessary rehab with an eye on the developing Lansing ordinance. Ultimately the ordinance requires facilities such as ours to be situated in G2, H or I zoned properties. We reviewed the zoning of the surrounding businesses and learned a majority of properties on the west side of the street are zoned G2-Wholesale. We are therefore appealing to the City for rezoning to allow our business to move forward.

To give you some sense of what impact our business would have locally we have assembled a few items that may be of concern to the surrounding residents:

*The facility is closed to the public. There will be no foot traffic. There is nothing being bought or sold. We will simply be testing small amounts of material to ensure its safety.

*The only vehicular traffic will be deliveries of equipment, supplies and mail.

*Initially, there will be up to 2 vehicles on site during business hours. Based on our 5-year projections, there will be at most 4 vehicles during business hours.

*We intend to maintain the residential appearance of the house with upkeep and landscaping contributing to the attractiveness of the area.

It is our hope the Planning Board will find no objection to this property being rezoned to G2. We will be attending the meeting on Tuesday to address any additional questions or concerns you may have.

Thank you,

Jeff and Sheryl Landgraf





Sanford St

N East St

3440

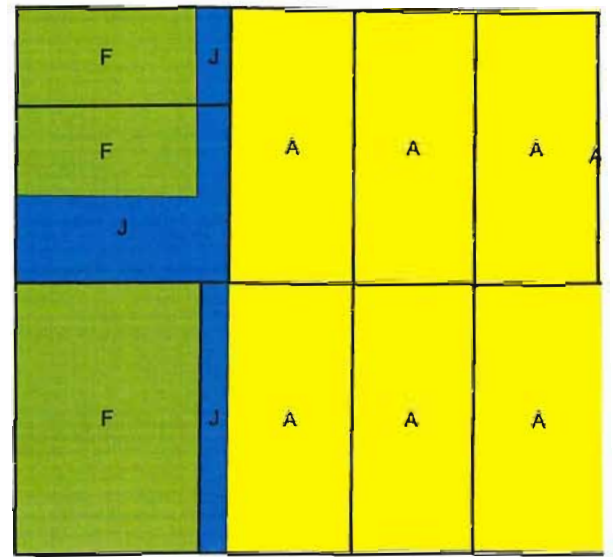
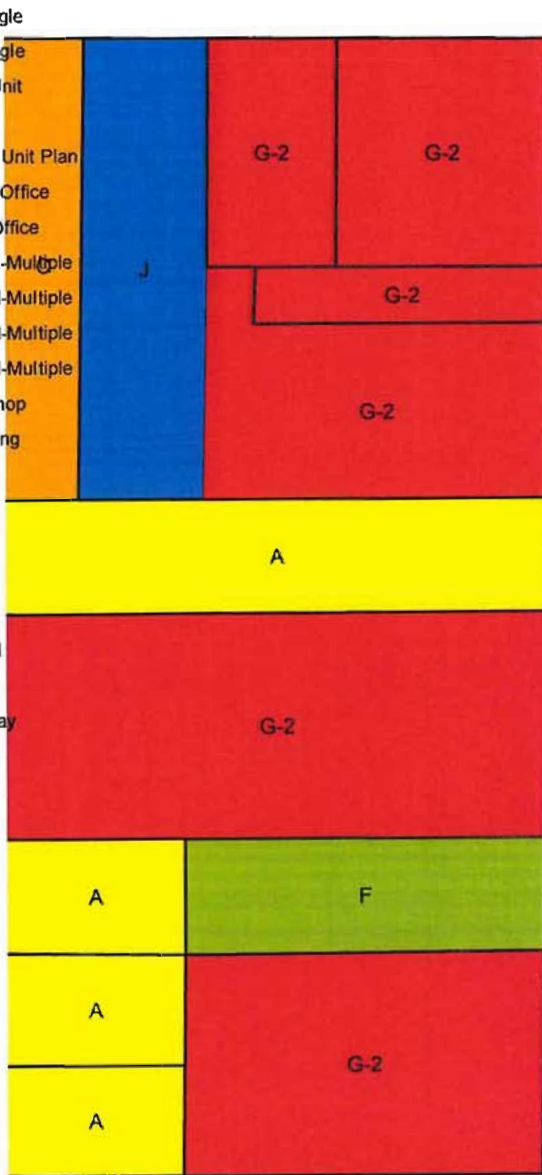
E Frederick Ave



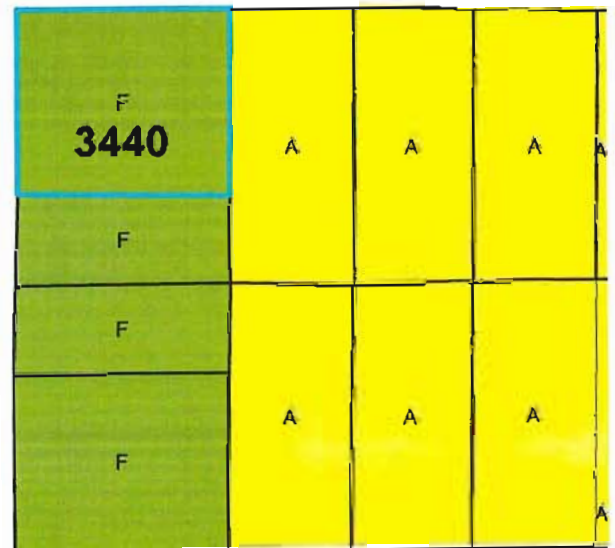
Legend

-  roads_final
-  Tax Parcels
-  A Residential-Single
-  B Residential-Single
-  C Residential-2 Unit
-  NONE
-  CUP Community Unit Plan
-  D-1 Professional Office
-  D-2 Residential/Office
-  DM-1 Residential-Multiple
-  DM-2 Residential-Multiple
-  DM-3 Residential-Multiple
-  DM-4 Residential-Multiple
-  E-1 Apartment Shop
-  E-2 Local Shopping
-  F Commercial
-  F-1 Commercial
-  G-1 Business
-  G-2 Wholesale
-  H Light Industrial
-  I Heavy Industrial
-  J Parking
-  ROW Right of Way

Zoning

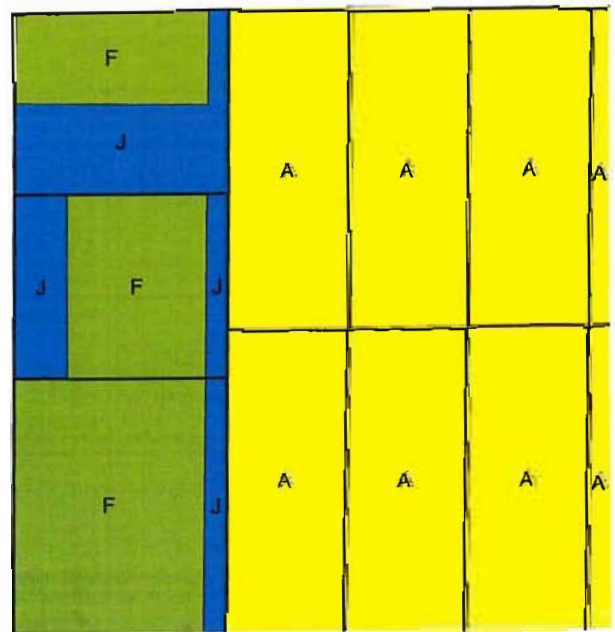
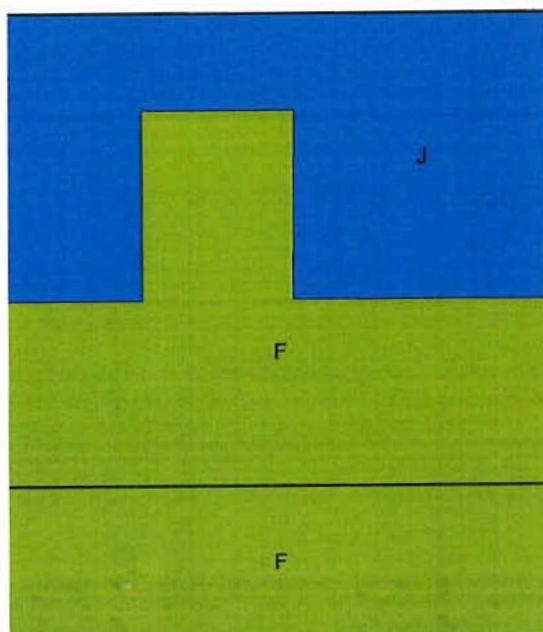


Sanford St



E Frederick Ave

N East St



ORDINANCE # _____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, PROVIDING FOR THE REZONING OF A PARCEL OF REAL PROPERTY LOCATED IN THE CITY OF LANSING, MICHIGAN AND FOR THE REVISION OF THE DISTRICT MAPS ADOPTED BY SECTION 1246.02 OF THE CODE OF ORDINANCES.

The City of Lansing ordains:

Section 1. That the district maps adopted by and incorporated as Section 1246.02 of the Code of Ordinances of the City of Lansing, Michigan be amended to provide as follows:

To change the zoning classification of the property described as follows:

Case Number: Z-8-2017

Parcel Number's: 33-01-01-03-102-002

Address: 3440 N. East Street

Legal Descriptions: Lots 7 & 8, Woodlawn Subdivision, City of Lansing, Ingham County, MI, from "F" Commercial District to "G-2" Wholesale District.

Section 2. All ordinances or parts of ordinances inconsistent with the provisions hereof are hereby repealed.

Section 3. This ordinance was duly adopted by the Lansing City Council on _____, 2018, and a copy is available in the office of the Lansing City Clerk, 9th Floor, City Hall, 124 W. Michigan Avenue, Lansing, MI 48933.

Section 4. This ordinance shall take effect on the 30th day following enactment.

BY THE COMMITTEE ON _____
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

Land Lease Agreement with Verizon Wireless

WHEREAS, the Lansing Park Board at its November 18 , 2015 meeting, voted unanimously (6-0) to approve the proposed site of a wireless communication tower at Crego Park, 2101 E. Mt. Hope Avenue; and

WHEREAS, the Planning Board at its April 5, 2016 meeting, voted unanimously (5-0) to recommend approval of SLU-1-2016 to permit a wireless communication tower at 2101 E. Mt. Hope Avenue; and

WHEREAS, the City Council held a public hearing regarding SLU-1-2016 on June 13, 2016 and approved SLU-1-2016, to permit a wireless communication tower at 2101 E. Mt. Hope Avenue within the 100-year floodplain of the Red Cedar River; and

WHEREAS, the City Council held a public hearing on March 26, 2018 to receive public comment on and to consider amending SLU-1-2016 to undedicate a portion of the Crego Park Parcel to allow construction and operation of a wireless communication tower by Verizon Wireless; and

WHEREAS, the Committee on Development and Planning at its April 2, 2018 committee meeting moved and approved to undedicate a portion of the Crego Park Parcel to allow construction and operation of a wireless communication tower by Verizon Wireless; and

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 _____, 2018 at 7:00 p.m. for the purpose of receiving public comment on a land lease agreement between the City of Lansing Parks and Recreation Department and Verizon Wireless for a wireless communication tower on a portion of the Crego Park Parcel.

The Clerk shall publish once in a publication of general circulation within the community a notice of the scheduled public hearing and that the notice appear not less than 10 or more than 30 days prior to the date of the hearing.

BY THE COMMITTEE ON _____
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

Land Lease Agreement with Verizon Wireless

WHEREAS, the Lansing Park Board at its November 18, 2015 meeting, voted unanimously (6-0) to approve the proposed site of a wireless communication tower at Crego Park, 2101 E. Mt. Hope Avenue; and

WHEREAS, the Planning Board at its April 5, 2016 meeting, voted unanimously (5-0) to recommend approval of SLU-1-2016 to permit a wireless communication tower at 2101 E. Mt. Hope Avenue; and

WHEREAS, the City Council held a public hearing regarding SLU-1-2016 on June 13, 2016 and approved SLU-1-2016, to permit a wireless communication tower at 2101 E. Mt. Hope Avenue within the 100-year floodplain of the Red Cedar River; and

WHEREAS, the City Council held a public hearing on March 26, 2018 to receive public comment on and to consider amending SLU-1-2016 to undedicate a portion of the Crego Park Parcel to allow construction and operation of a wireless communication tower by Verizon Wireless; and

WHEREAS, the Committee on Development and Planning at its April 2, 2018 committee meeting moved and approved to undedicate a portion of the Crego Park Parcel to allow construction and operation of a wireless communication tower by Verizon Wireless; and

WHEREAS, City Council of the City of Lansing held a public hearing on _____, 2018 to receive public comment on a land lease agreement between the City of Lansing Parks and Recreation Department and Verizon Wireless for a wireless communication tower on a portion of the Crego Park Parcel.

NOW, THEREFORE, BE IT RESOLVED that the Land Lease Agreement be submitted to Lansing City Council for approval.

BE IT FURTHER RESOLVED that the Lansing City Council hereby approves the Land Lease Agreement for a portion of the Crego Park Parcel to allow construction and operation of a wireless communication tower by Verizon Wireless.

CITY OF LANSING
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a Public Hearing will be held on _____ at 7:00 p.m. in the City Council Chambers, 10th Floor Lansing City Hall, 124 W. Michigan Ave., Lansing, MI for the purpose of considering:

A lease agreement for a parcel of property located within Crego Park between the City of Lansing Parks and Recreation Department and Verizon Wireless

For more information, please call 517-483-4177. If you are interested in this matter, please attend the public hearing or send a representative. Written comments will be accepted between 8 a.m. and 5 p.m. on City business days if received before 5 p.m., on the day of the Public Hearing at the City Clerk's Office, Ninth Floor, City Hall, 124 West Michigan Ave., Lansing, MI 48933 or email city.clerk@lansingmi.gov.

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

LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENT (the "**Agreement**") is made as of _____, 2018, between **THE CITY OF LANSING**, a Michigan municipal corporation, with its principal offices located at 124 W. Michigan Avenue, Lansing, Michigan 48933, hereinafter designated "**LESSOR**", and **NEW PAR**, a Delaware partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated "**LESSEE**". The LESSOR and LESSEE are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **GRANT.** In accordance with this Agreement, LESSOR hereby leases to LESSEE and LESSEE leases from LESSOR the Premises (as hereinafter defined) and LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("**Use**") upon the Premises (as hereinafter defined), which are a part of that real property owned, leased or controlled by LESSOR at 1600 Fidelity Road, in the City of Lansing, Ingham County, Michigan, also shown as Tax ID Nos. 33-01-01-23-401-001 and 33-01-01-23-351-002 (the "**Property**"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The "**Premises**" are a portion of the Property, are approximately 1,500 square feet, and are shown on Exhibit "B", attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.

2. **INITIAL TERM.** (a) This Agreement shall be effective as of the date of execution and delivery by both Parties ("**Effective Date**"). The initial term of the Agreement shall be for 5 years beginning on the first day of the month following the Commencement Date (as hereinafter defined). The "**Commencement Date**" shall be the earlier of: (i) the first day of the month after LESSEE begins installation of LESSEE's communications equipment, or (ii) January 1, 2019.

(b) If, prior to the earlier of the Commencement Date or any investment by LESSEE in site preparation, grading or improvements, or tower structure or components, antennas, cabling or equipment, or any capital costs or expenses, LESSOR receives a bona fide offer to lease the Premises from a party (if meeting the following criteria, a "**Qualified Offeror**"), who: (i) is a nationally-recognized and qualified tower operator, (ii) commits to install a tower prior to LESSEE's installation of its tower, and (iii) would permit LESSEE to collocate on the Qualified Offeror's tower at competitive market rental rates and market costs, then LESSOR shall notify LESSEE in writing with sufficient materials establishing all of the foregoing ("**Offer Notice**"). LESSEE shall have the option, to be exercised within thirty (30) days after LESSEE's receipt of the Offer Notice, to either (1) terminate this Agreement, or (2) agree to have the "Commencement Date" under this Agreement be deemed the date on which the Qualified Offeror committed to commence installation of its tower on the Premises. If LESSEE does not send notice of its election within such 30-day period, LESSEE shall be deemed to have elected option (2).

3. **EXTENSIONS.** This Agreement shall automatically be extended for 4 additional 5-year terms unless LESSEE terminates it at the end of the then-current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then-current term. The initial term and all extensions shall be collectively referred to herein as the ***“Term”***.

4. **RENTAL.**

(a) Rental payments shall begin on the Commencement Date and be due at a total annual rental of \$19,800.00 to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 124 W. Michigan Avenue, Lansing, Michigan 48933, or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 20 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment shall not be delivered by LESSEE until 60 days after the Commencement Date. The annual rental shall be increased by one and one-half percent (1.5%) of the annual rental for the immediately preceding year, the increase being effective on the anniversary of the Commencement Date, beginning with the first anniversary and continuing on each anniversary of the Commencement Date thereafter. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

(b) For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE: (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

5. **ACCESS; SERVICES.** LESSOR hereby grants to LESSEE and LESSEE shall have the non-exclusive right and easement of ingress and egress from a public right-of-way, 7 days a week, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along 30-foot and 10-foot wide easements and rights-of-way (***“Easement”***), which are described in Exhibit “A” and shall be depicted on Exhibit “B”. LESSEE acknowledges that the Property, as a municipal park, is closed during night hours and therefore agrees that the Premises will be accessible only during hours that the Property as a park is open, except in emergencies where LESSOR will make available by emergency number (517-xxx-xxxxx) a person who can give LESSEE access 24 hours a day to the Premises. LESSEE may also use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right and easement to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 27).

6. **CONDITION OF PROPERTY.** LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Premises are (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).

7. **IMPROVEMENTS.** The communications equipment, including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements, shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit; provided, however, during any time that the Property is a municipal park, LESSEE shall obtain LESSOR's consent to material modification in the height or the tower or fencing or any change in the dimensions or size of the Premises; and provided further that the foregoing shall imply no consent right as to any change in antennas, cabling or accessories thereto or therefor.

8. **GOVERNMENT APPROVALS.** LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "***Government Approvals***") that may be required by any Federal, State or Local authorities (collectively, the "***Government Entities***") as well as a satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use.

9. **TERMINATION.** LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (a) any applications for such Government Approvals should be finally rejected; (b) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (c) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (d) LESSEE determines any structural analysis is unsatisfactory; (e) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (f) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (g) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion. Notwithstanding the foregoing, if this Agreement is terminated pursuant to subsections (e) or (f) above effective prior to the end of the fourth (4th) anniversary of the Commencement Date, LESSEE shall pay to LESSOR a sum equal to one (1) year's rent at the rate applicable at the time of the termination notice

10. **INDEMNIFICATION.** Subject to Paragraph 11, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnify Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim covered by this indemnification; provided that any failure of the indemnified Party to provide any such notice, or to provide it promptly, shall not relieve the indemnifying Party from its indemnification obligation in respect of such claim, except to the extent the indemnifying Party can establish actual prejudice and direct damages as a result thereof. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. The foregoing notwithstanding, so long as LESSOR is the City of Lansing, LESSOR shall not be required to indemnify LESSEE as provided above.

11. **INSURANCE.** The Parties agree that at their own cost and expense, each will maintain commercial general liability insurance with limits not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$2,000,000 for damage or destruction in any one occurrence. The Parties agree to include the other Party as an additional insured. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or the Property, resulting from any fire, or other casualty which is insurable under "Causes of Loss – Special Form" property damage insurance or for the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, even if any such fire or other casualty shall have been caused by the fault or negligence of the other Party. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party. The foregoing notwithstanding, so long as LESSOR is the City of Lansing, LESSOR shall not be required to maintain the insurance provided above; provided, however, if the City of Lansing elects itself to maintain insurance during the Term, LESSEE shall be named as an additional insured thereon.

12. **LIMITATION OF LIABILITY.** Except for indemnification pursuant to Paragraphs 10 and 24, a violation of Paragraph 29, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise. This Section shall be applicable only during periods, if any, in which the LESSOR is not the City of Lansing.

13. **INTERFERENCE.**

(a) LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then-existing equipment of LESSEE. So long as LESSOR is the City of Lansing: (i) LESSOR's obligation as to other occupants of the Property shall be to include in any lease, easement, or use or occupancy agreement and subsequently enforce the preceding sentence, and (ii) LESSOR shall not be liable in damages for any violation of the preceding sentence by other occupants of the Property.

(b) Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center (at (800) 224-6620/(800) 621-2622) or to LESSOR (at _____), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

(c) The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. **REMOVAL AT END OF TERM.** Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's Communications Equipment (except footings to be removed to a depth of 3 feet below grade) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal

property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at the then-existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

15. **HOLDOVER.** If upon expiration of the Term the Parties are negotiating a new lease or a lease extension, then this Agreement shall continue during such negotiations on a month to month basis at the rental in effect as of the date of the expiration of the Term. In the event that the Parties are not in the process of negotiating a new lease or lease extension and LESSEE holds over after the expiration or earlier termination of the Term, then LESSEE shall pay rent at the then-existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

16. **RIGHT OF FIRST REFUSAL.** Intentionally omitted

17. **RIGHTS UPON SALE.** Should LESSOR, at any time during the Term, decide (a) to sell or otherwise transfer all or any part of the Property, or (b) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

18. **LESSOR'S TITLE.** LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect LESSEE's Use.

19. **ASSIGNMENT.** (a) Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder.

(b) LESSEE may sublet the Premises in LESSEE's sole discretion. The foregoing notwithstanding, LESSEE agrees to cause any subtenant of any tower constructed by LESSEE on the Land Space to lease directly from LESSOR the ground space for its cabinet, shelter or ground equipment; provided, however, that: (i) LESSEE may sublease or grant easements over the Premises to such subtenant to connect by cable, wiring, ice bridges and other conduit its antennas and equipment on such tower to the ground space leased by the subtenant from

LESSOR, and (ii) LESSEE may sublet portions of the Premises to a governmental entity or agency. LESSOR acknowledges and agrees that the foregoing implies no obligation on the part of LESSEE to sublease space on such tower to subtenants or to sublease at any particular rental rates.

(c) During the Term until this Agreement expires or terminates or such earlier time as LESSOR, in its sole discretion, elects to remove its communications tower on the Premises (the "**Tower**"), the City of Lansing (the "**City**") shall have the option to install, rent-free, on the Tower antennas at a centerline height of one hundred (100) feet or lower (the "**City Tower Space**"), solely for the purpose of communication systems for police, fire and other emergency services or communication for the water and sewer systems operated by the City of Lansing; provided that such City Tower Space shall never be used for telecommunications, internet or other wireless purposes to any person or entity other than City employees; provided further that any ground space desired by the City of Lansing for equipment shall be located outside the Premises. Such option shall be deemed validly exercised if and only if: (i) at least one hundred eighty (180) days prior to the proposed date of installation, LESSEE receives (A) written notice of exercise and the City's requested height on the Tower, and (B) detailed plans and specifications for the antennas, cabling, cabinet and other equipment and the installation thereof proposed for the City Tower Space (together called the "**City Equipment and Work**"), (ii) LESSEE reasonably approves that the City Equipment and Work is compatible with and will not affect the structural integrity of the Tower; and (iii) the proposed City Tower Space and City Equipment and Work will not create any interference with the operations of LESSEE or any other party with the right to equipment on the Tower. The option and the right to use the City Tower Space shall not be assigned, sublet, licensed or in any manner transferred to any other person, company or entity.

20. **NOTICES.** Except for notices permitted via telephone in accordance with Paragraph 13, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: The City of Lansing
124 W. Michigan Avenue
Lansing, Michigan 48933
Attention: _____

LESSEE: NEW PAR, d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. **SUBORDINATION AND NON-DISTURBANCE.** At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "**Mortgage**") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms

described below (the ***“Non-Disturbance Agreement”***), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the agreement of the encumbering party (***“Lender”***) that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a ***“Purchaser”***) acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (a) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (b) agrees to attorn to Lender if Lender becomes the owner of the Property and (c) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any Mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such Mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

22. **DEFAULT.** It is a ***“Default”*** if (a) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (b) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 22 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

23. **REMEDIES.** In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such Default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

24. **ENVIRONMENTAL.** LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety (***“EH&S Laws”***). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of LESSOR's property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters

any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

25. **CASUALTY.** If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE'S Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

26. **CONDEMNATION.** If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

27. **APPLICABLE LAWS.** During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "**Laws**"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

28. **TAXES.**

(a) LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax), if any, imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges, if any, that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.

(b) LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document; provided, however, that, so long as LESSOR is the City of Lansing and is either the taxing authority or the recipient of any such taxes, LESSOR shall have no obligation to cooperate with any appeal or challenge. In the event that as a result of any appeal or challenge by LESSEE, there

is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this Paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

29. **NON-DISCLOSURE.** Intentionally omitted

30. **MOST FAVORED LESSEE.** LESSOR represents and warrants that the rent payable by LESSEE by LESSOR hereunder is not now greater than the rent for substantially the same or similar tenancies or licenses granted by LESSOR to other parties providing telecommunications services or constructing or operating towers. If, at any time during the Term, LESSOR shall offer more favorable rent for substantially the same or similar tenancies or licenses as those granted hereunder, then LESSOR shall, within 30 days after the effective date of such offering, notify LESSEE of such fact and offer LESSEE the more favorable rent. If LESSEE chooses, the parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR's compliance with this requirement shall be subject, at LESSEE's option, to independent verification.

31. **MISCELLANEOUS.** This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such Party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

[Signature page follows. The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

THE CITY OF LANSING, a Michigan municipal corporation

By: _____

Its: _____

Date: _____, 2018

LESSEE:

NEW PAR d/b/a Verizon Wireless

By: Verizon Wireless (VAW), LLC,
its Managing General Partner

By: _____

Its: _____

Date: _____, 2018

EXHIBIT "A"
DESCRIPTION OF PROPERTY

Legal Description of Overall Parcel

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

Parcel 1:

The South 533 feet of the East 500 feet of the West 67.57 acres, lying South of Cedar River, West of the East 70 acres in the Southwest 1/4 of Section 23, Town 4 North, Range 2 West, more specifically described as beginning at a point on the South line of Section 23, South 89°55' East 947.2 feet from the Southwest corner of said Section 23, Town 4 North, Range 2 West, Lansing Township, Ingham County, Michigan, thence due North 533 feet, thence South 89°55' East 500 feet, thence due South 533 feet to the South line of Section 23, thence North 89°55' West 500 feet to the place of beginning.

Parcel 2:

That part of the Southwest 1/4 of Section 23, Township 4 North, Range 2 West, City of Lansing, Ingham County, Michigan, beginning on the South Section Line at a point South 89°55' East 75.0 feet from the Southwest corner of said Section 23, thence along the East right of way line of Aurelius Road the following three courses; North 0°03'36" West 598.91 feet parallel with the West Section line to a point of curvature, thence Northeasterly 584.29 feet along the arc of a 2789.79 foot radius curve to the right whose chord bears North 5°56'30" East 583.22 feet to a point of tangency, thence North 11°56'30" East 426.28 feet to a point on the South bank of the Red Cedar River, said point being 47 feet from the water's edge, thence meandering said South bank the following six courses; North 71°57'30" East 164.99 feet, thence North 61°30'30" East 235.94 feet, thence North 51°48' East 376.07 feet, thence North 48°13'50" East 468.98 feet, thence North 37°46'40" East 185.31 feet, thence North 8°49' East 196.68 feet to the South line of the Grand Trunk Western Railroad right of way, said line being 50 feet South of the centerline of the West bound main, thence along said right of way line North 89°43'37" East 104.07 feet, thence along the West line of Supervisor's Plat of Fidelity Farms, as recorded in Liber 15 of Plats on Page 7, Ingham County Records, and it's Northerly projection South 2115.05 feet, thence North 89°55' West 500.0 feet parallel with the South Section line, thence parallel with the West line of said Plat South 533.0 feet to the South Section line, thence North 89°55' West 905.25 feet to the point of beginning; also that land lying between the above described meander line and the centerline of the Red Cedar River, South of the Grand Trunk Western Railroad right of way and East of the East right of way of Aurelius Road.

Parcel 3:

All that part of the West half (1/2) of Section Twenty-Three (23) of Township 4 North, Range 2 West, Ingham County, Michigan lying South of the Grand Trunk Railway right of way, and North and West of the Cedar River.

Parcel 4:

The following described premises situated in the City of Lansing County of Ingham and State of Michigan, to wit: Lots 29, 39, North 330 feet Lot 34 and North 726 feet of Private Road "A", Supervisor's Plat of Fidelity Farms, located on parts of the Southwest 1/4 of Southeast 1/4 and Southeast 1/4 of Southwest 1/4 of Section 23, Township 4 North, Range 2 West, City of Lansing, Ingham County, Michigan, according to the recorded plat of thereof.

Parcel 5:

The North 330 feet of Lot 36, Supervisor's Plat of Fidelity Farms, City of Lansing, Ingham County, Michigan.

Parcel 6:

The North 330 feet of Lot 37, Supervisor's Plat of Fidelity Farms, City of Lansing, Ingham County, Michigan.

Parcel 7:

The South 1551 feet of the North 1584 feet of the East 70 acres of the Southwest 1/4, Section 23, Town 4 North, Range 2 West, City of Lansing, Ingham County, Michigan.

Parcel 8:

The North 180.0 feet of Lot No. 33 of Supervisor's Plat of Fidelity Farms according to the recorded plat thereof.

Legal Descriptions of Premises and Easement

Commencing at the South 1/4 corner of Section 23, T4N, R3W, City of Lansing, Ingham County, Michigan; thence N 89°59'28" E, 371.70 feet along the south line of said Section 23 (also being the centerline of Mount Hope Avenue, 66 feet wide); thence N 00°21'28" E, 1056.00 feet to the north line of "Supervisor's Plat of Fidelity Farms", as recorded in Liber 15 of Plats, Page 7, Ingham County Records; thence N 00°00'32" E, 140.00 feet; thence N 27°51'35" W, 80.00 feet; thence N 48°45'17" W, 107.47 feet; thence N 59°51'35" W, 485.00 feet; thence N 56°02'24" W, 200.00 feet; thence N 38°07'43" W, 125.00 feet; thence S 51°52'17" W, 15.00 feet to the POINT OF BEGINNING:

thence S 38°07'43" E, 50.00 feet;
thence S 51°52'17" W, 30.00 feet;
thence N 38°07'43" W, 50.00 feet;
thence N 51°52'17" E, 30.00 feet to the POINT OF BEGINNING;

being a part of the Southwest 1/4 of Section 23, T4N, R3W, City of Lansing, Ingham County, Michigan; containing 1,500 square feet of land, more or less;

Together with a 30 foot wide easement for ingress, egress and public utilities, the centerline of said easement is described as:

Commencing at the South 1/4 corner of Section 23, T4N, R3W, City of Lansing, Ingham County, Michigan; thence N 89°59'28" E, 371.70 feet along the south line of said Section 23 (also being the centerline of Mount Hope Avenue, 66 feet wide); thence N 00°21'28" E, 1056.00 feet to the north line of "Supervisor's Plat of Fidelity Farms", as recorded in Liber 15 of Plats, Page 7, Ingham County Records to the POINT OF BEGINNING:

thence N 00°00'32" E, 140.00 feet;
thence N 27°51'35" W, 80.00 feet;
thence N 48°45'17" W, 107.47 feet;
thence N 59°51'35" W, 485.00 feet;
thence N 56°02'24" W, 200.00 feet;
thence N 38°07'43" W, 125.00 feet to the POINT OF ENDING;

being a part of the Southwest 1/4 of Section 23, T4N, R3W, City of Lansing, Ingham County, Michigan; except any part taken, deeded or used for public road purposes;

Together with a 10 foot wide easement for public utilities, the centerline of said easement is described as:

Commencing at the South 1/4 corner of Section 23, T4N, R3W, City of Lansing, Ingham County, Michigan; thence N 89°59'28" E, 371.70 feet along the south line of said Section 23 (also being the centerline of Mount Hope Avenue, 66 feet wide); thence N 00°21'28" E, 1056.00 feet to the north line of "Supervisor's Plat of Fidelity Farms", as recorded in Liber 15 of Plats, Page 7, Ingham County Records; thence S 89°59'28" W, 20.00 feet to the POINT OF BEGINNING:

thence N 00°00'32" E, 125.00 feet;
thence N 26°22'12" W, 86.65 feet;
thence N 48°45'17" W, 95.00 feet;
thence N 59°51'35" W, 483.72 feet;
thence N 56°02'24" W, 203.82 feet;
thence N 38°07'43" W, 78.15 feet to the POINT OF ENDING;

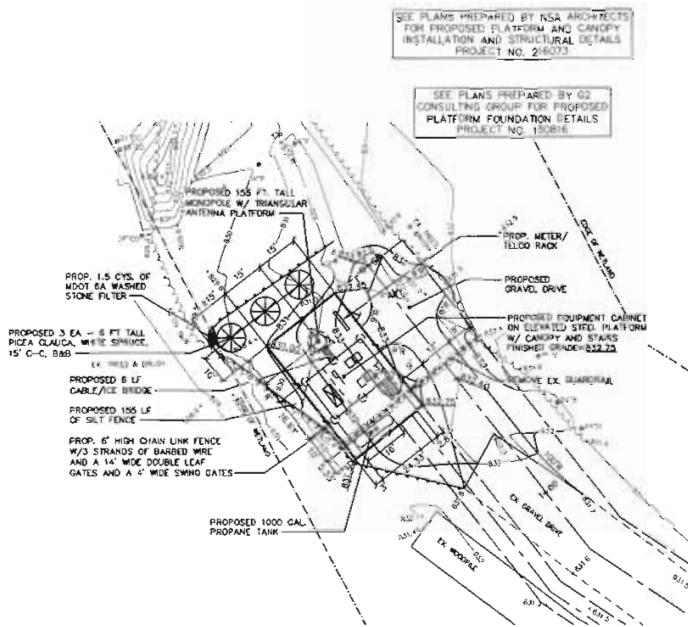
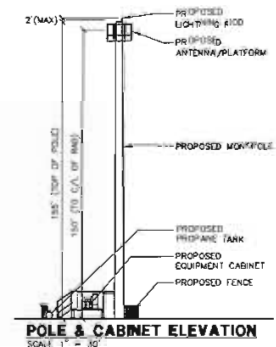
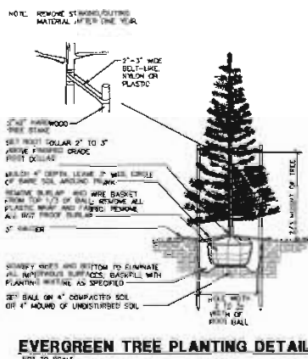
being a part of the Southwest 1/4 of Section 23, T4N, R3W, City of Lansing, Ingham County, Michigan; except any part taken, deeded or used for public road purposes.

SITE NAME: Mt. Hope & M-99
SITE NUMBER: MI-0474
ATTY/DATE 12-21-17

EXHIBIT "B"
SITE PLAN OF THE PREMISES

Please see attached.

1. All site area construction shall be in accordance with the current standards and specifications of the City of Lansing, where applicable.
2. The proposed equipment cabinets are to be constructed, ungrounded, nonsparking, explosion resistant, non-water sensitive, sanitary facilities or gas service is needed. Cables and electrical services will be from an existing utility and not be connected to the City's electric grid.
3. The proposed equipment cabinets are to have security systems installed 24 hours per day. The cabinets will also be constructed with bullet resistant materials.
4. There are no low voltage (LV) LED lights proposed as part of this project. The lights are to be mounted under the canopy for the support posts. Lights shall be connected to a technician assigned switch with a timer with a two hour delay.
5. There are no signs proposed for this project except for:
 - a. Emergency contact information personnel and FCC "911" sign placed on equipment cabinet.
 - b. FCC registration number located on fence gate.
6. The cellular antenna and equipment cabinets will be approved by the Federal Communications Commission and will not impact any frequency or cause any radio interference. There will be no other radio frequency sensitive device whatsoever. Survey reports no adverse radio interference with adjacent land uses.
7. There are no toxic materials used by Lenses on the site. Lenses has no need for further testing or garbage disposal and a pick-up.
8. Maintenance personnel using van type vehicles enter and exit the site approximately 2 times per year. No loading or unloading area is needed by them.
9. All areas disturbed by the construction of the tower and antennas and driveway will be restored in kind. Contractor is to provide soil erosion control measures as needed or as directed by owner or government agency having jurisdiction.
10. All areas inside and/or 10' of exterior of the fenced area shall be covered with 2" of crushed limestone placed over 2" topsoil/landscape fabric.
11. Ingress and egress by Lenses's personnel to the site shall be via an existing gravel/gravel drive and an existing gravel drive from Fidelity Road.
12. The proposed drive shall consist of 2" of MDOT Class 2A crushed limestone aggregate over 10' of 1/2" crushed concrete or slag over compacted subgrade. The subgrade shall be at least five feet of all topsoil and organic material to be placed on aggregate base. Where other subgrade soils are encountered, a woven geotextile fabric (Max 1000g or approved equal) shall be placed so that it is a minimum of 1' of voids and longer than the drive which it to be constructed over the poor soils.
13. This site plan is based on the survey of the existing conditions conducted by



SEE PLANS PREPARED BY NSA ARCHITECTS
FOR PROPOSED PLATFORM AND CANOPY
INSTALLATION AND STRUCTURAL DETAILS
PROJECT NO. 246073

SEE PLANS PREPARED BY G2
CONSULTING GROUP FOR PROPOSED
PLATFORM FOUNDATION DETAILS
PROJECT NO. 150816

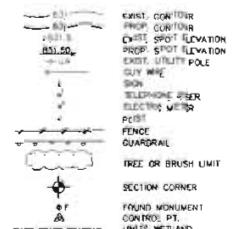


SCALE: 1" = 20'

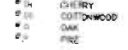


Know what's below.
Call before you dig.

LEGEND



TREE LEGEND



[illegible]

Doug Riley
Community Development
Director
rileyd@clinton-county.org

Clinton County Community Development
 100 E. State Street, Ste. 1300
 St. Johns, MI 48879
 Planning & Zoning Department: (989) 224-5292

Wendy Ward
Planning and Zoning
Secretary
wardw@clinton-county.org



MEMORANDUM

TO: Clinton County Townships (County Zoning)

FROM: Doug Riley, Community Development Director

SUBJECT: **Proposed Zoning Ordinance Amendment (OR 140-18) – Section 905 – Performance Standards for Agricultural Homestead Lot**

DATE: April 16, 2018

Pursuant to P.A. 110 of 2006, as amended, and Article 16 of the Clinton County Zoning Ordinance, notice is hereby given that all interested parties may review and comment on the attached Ordinance amendment, which would amend the Clinton County Zoning Ordinance that addresses Agricultural Homestead Lots.

A public hearing on this item, (and possible recommendation to the Board of County Commissioners for adoption), will be held by the Clinton County Planning Commission on May 10, 2018 at 7 p.m. at the County Courthouse.

SUMMARY:

The intent of this Zoning Ordinance amendment is to allow the construction of a single-family residential home on the remainder parcel, (which is currently not allowed), from an "Agricultural Homestead Lot" land division as long as the proposed home location is determined to minimally impact or disrupt the agricultural characteristics or viability of the remainder (agricultural) parcel.

If you could please review and provide your written comments on the proposed amendment by **May 10, 2018** to Wendy Ward at wardw@clinton-county.org or Clinton County Planning and Zoning Department, Clinton County Courthouse, 100 E. State Street, Suite 1300, St. Johns, MI 48879.

If you have any questions please do not hesitate to contact either myself or Wendy Ward at 989-224-5292.

RECEIVED
 2018 APR 19 AM 10:54
 LANSING CITY CLERK

DRAFT

EXHIBIT A (ATTACHED TO ORDINANCE No. OR 140-18)

PROPOSED NEW/AMENDED LANGUAGE SHOWN IN RED

Section 905 Performance Standards for Agricultural Homestead Lot

- A. Intent. As set forth in Section 901, the regulations and development options contained within Article 9 are intended to ensure that land areas of the County that are well suited for production of food and fiber are retained for such production. The County also recognizes the desires in the community to continue to retain and accommodate some residential growth in rural, agriculture areas. To that end, single-family residential continues to be an available use in agricultural and rural areas, but is accommodated in a form and fashion that continues to promote the primary goals of growth management and agricultural preservation.

It is also recognized that many existing single-family residential dwellings exist that have been historically associated with the agricultural production of property. The viability of these historically associated single-family residential dwellings to serve the agricultural production portion of the property has severely diminished over the years due to changes in the practice of farming and land management by those farming. It is further recognized that minimum area and frontage requirements for A-2, General Agriculture zoned parcels, as provided in Section 432 without application of Preservation Performance Standards as listed in Section 904, would be ten (10) acres and with a minimum of three-hundred and thirty (330) feet of frontage on a public road.

It is the intent of this Section to establish, through a set of specific performances standards, a reduction in the minimum parcel size for historically associated single-family residential dwelling sought to be divided from the agriculturally productive portion of property to prevent the overuse of land for loss of existing housing stock and diminishment of productive agricultural land.

- B. Site Plan Review Required. Application under this Section requires site plan review pursuant to Article 7 of this Ordinance. Said site plan review shall be conducted administratively by the Zoning Official or their assign to assess compliance with Article 7 of the Ordinance. **If a single-family residence is proposed on the remainder parcel as outlined in Section 905.C.7, site plan review shall be conducted by the Planning Commission.**
- C. All of the following performance standards must be met for a reduction in the minimum parcel size for a historically agricultural associated single-family dwelling to be divided from the agriculturally productive portion of the property:
1. The parent parcel, in which the proposed parcel containing the single-family dwelling is sought to be created from, cannot be less than twenty (20) acres.

2. At the time of application, the activity on the parent parcel, in which the proposed parcel containing the single-family dwelling is sought to be divided from, must meet the definition of "farming operation" as defined in Article 2 for at least one-half (1/2) of the acreage.
3. The proposed homestead parcel containing the single-family dwelling cannot be less than one (1) acre nor more than five (5) acres in lot area including the right-of-way, nor can the lot area of the proposed division be less than required to accommodate existing well and wastewater disposal system. It may be required for the applicant to seek comment from the Mid-Michigan District Health Department ("MMDHD") may be consulted prior to approval of the administrative site plan.
4. The proposed parcel containing the single-family dwelling cannot have less than one-hundred and fifty (150) feet of frontage on a public road as measured at the right-of-way and must not exceed a lot width to depth ratio of four (4) to one (1).
5. The remainder of the parent parcel following division of the proposed parcel containing the single-family dwelling must meet the dimensional requirements as outlined in Section 432, herein.
6. To be eligible, the historically associated single-family dwelling shall have received a building permit for construction of the single-family structure prior to the effective date of this Ordinance (July 17th, 2005). In addition, said structure shall have been completed and received a final certificate of occupancy on or before July 17th, 2006.
7. The remainder of the parent parcel following division of the proposed homestead parcel containing the single-family dwelling shall continue to remain in agricultural production. To ensure that this performance standard shall be substantive and the County has met objectives of this Ordinance, Article and Section, the applicant shall have placed on the deed of the remainder a restriction that property cannot be subsequently divided or utilized for residential purposes for a period of ten (10) years.

Approval of one (1) single-family dwelling may be granted on the remainder parcel upon site plan application to the Planning Commission. The applicant shall demonstrate that the proposed single-family dwelling is located so as to minimally impact or disrupt the agricultural characteristics or viability of the remainder parcel (i.e. typically the home should not be proposed in the middle of an existing field). The applicant shall demonstrate this by analysis of such items as: soil types; current vegetation; drainage patterns; access; proposed structures and associated improvements and the relationship to other nearby uses and structures.