



AGENDA
Committee on Development and Planning
Monday, June 4, 2018 @ 4:00 p.m.
Council Conference Room, 10th Floor

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

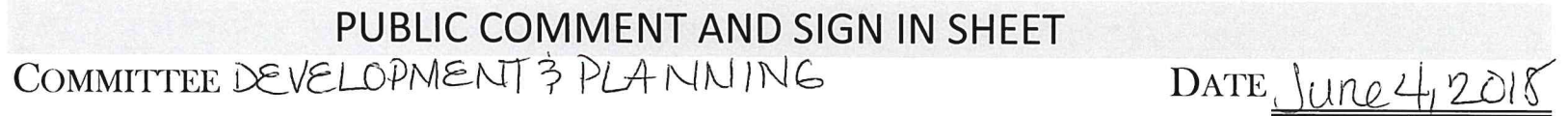
- May 21, 2018

4. Discussion/Action:

- A.) RESOLUTION – Appointment; James Tischler; City of Lansing Member on Local Development Finance Authority; Term to Expire June 30, 2020**
- B.) RESOLUTION – ACT-2-2018-A Sale of Lot 325 in Glenburne No. 5; Tax ID 23-50-40-36-407-051**
- C.) RESOLUTION – ACT-2-2018-B Sale of Lot 324 in Glenburne No. 5; Tax ID 23-50-40-36-407-041**
- D.) RESOLUTION – ACT-2-2018-C Sale of Lot 322 in Glenburne No 5; Tax ID 23-50-40-36-407-121**
- E.) RESOLUTION – ACT-2-2018-D Sale of Lot 317 in Glenburne No. 5; Tax ID 23-50-4036-407-071**
- F.) RESOLUTION – Set Public Hearing; ACT-3-2018 Sale of LBWL Substation; 1609 N Larch**
- G.) RESOLUTION – Introduction & Setting of Public Hearing; Z-3-2018; 1030 and Portion of 1048 Pierpont Street; Rezone from DM-4 Residential to G-2 Wholesale**

5. Other

6. Adjourn

[illegible]

DRAFT



MINUTES

Committee on Development and Planning
Monday, May 21, 2018 @ 4:00 p.m.
Council Conference Room, City Hall 10th Floor

CALL TO ORDER

Council Member Hussain called the meeting 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
John Shaski
Bill Rieske, Economic Development & Planning
Greg Venker, Assistant City Attorney – arrived at 4:03 p.m.
Kathie Dunbar, At –Large Council Member
Kathy Miles
Elaine Womboldt
Patrice Drainville
Joslin Monahan, Representative for Z-1-2017

PUBLIC COMMENT

No public comment at this time.

MINUTES

MOTION BY COUNCIL MEMBER WASHINGTON TO APPROVE THE MINUTES FROM MAY 7, 2018 AS PRESENTED. MOTION CARRIED 3-0.

DISCUSSION/ACTION

RESOLUTION – Appointment; John Shaski; 2nd Ward Member of Planning Board; Term to Expire June 30, 2022

Mr. Shaski detailed his experience in Lansing as a resident for 20 years, 5 in the City of Lansing and owner of a residence in Ward 2. He noted his work experience over the last ten (10) years has been at Sparrow in government relations. Mr. Shaski currently sits on the Airport Authority and been advised he can continue on that board.

Council Member Washington asked what his practice would be when reviewing applications for the Planning Board.

Council Member Spitzley stepped away from the meeting at 4:05 p.m.

Mr. Shaski assured the Committee he would uphold the values of what the constituents want and will not be lead directed by someone else's opinion.

Council Member Spitzley returned to the meeting at 4:06 p.m.

Council Member Washington then asked Mr. Shaski if he had any concerns with recusing himself if there was a conflict, and which Mr. Shaski assured the Committee he would recuse himself. Council Member Washington provided information on the Ward 2 monthly meetings to Mr. Shaski and encouraged him to attend. Mr. Shaski acknowledged that he was interested in community outreach and would make attempts to attend and keep the community updated.

Ms. Womboldt supported the appointment and his plan to recuse himself from any conflict of interest, along with his stand on not being told what to do.

MOTION BY COUNCIL MEMBER WASHINGTON TO APPROVE THE RESOLUTION FOR THE APPOINTMENT OF JOHN SHASKI AS THE 2ND WARD MEMBER TO THE PLANNING BOARD. MOTION CARRIED 3-0.

RESOLUTION – Appointment; James Tischler; City of Lansing Member on Local Development Finance Authority; Term to Expire June 30, 2020

The applicant was not present and Council staff was asked to reschedule for the next meeting.

ORDINANCE - Z-1-2017; 4215 N Grand River; Rezone from "D-1" Professional Office to "F" Commercial District

Council Member Hussain recapped the process thus far, which included the required public hearing, and the next step which is action at this Committee to move back to Council. He did note there was a question at the public hearing about the timeline since it appeared they applied back in early 2017.

Mr. Rieske stated from the information he had, based on the number "2017" they applied in 2017.

Ms. Monahan confirmed the applicants petitioned in December 2016, at which time they were already operating their business. In early 2017 the spoke to the then Development and Planning office and were advised that the department was not going to consider the application because there was no medical marihuana ordinances, and it was evident it was an active business, and therefore were told to address the rezoning until the ordinance was passed. Their understanding was that since there was no finality in what the ordinance was going to say on setbacks, activities, it was the departments' opinion the application needed to be addressed when the ordinance was final. Therefore, she concluded, once the ordinance was passed they took up the action again.

Ms. Womboldt spoke in opposition to the rezoning request, noting in her opinion that the applicant chose to rezone because they were not going to get the license under the current ordinance. In addition she voiced a concern with the rezoning's impact on the surrounding residential.

Ms. Miles spoke in opposition to the rezoning with her concern that if it was rezoned the whole strip could be rezoned. She noted that Ms. Stachowiak stated to her, that was her intent was to rezone the whole area.

Council Member Dunbar asked Mr. Rieske to follow up on any statements Ms. Stachowiak might have stated, but added that her "intent" statement was that it might have been rezoned because of the Master Plan, not her personal intent. Ms. Miles stated her opinion that the Master Plan has the whole area heavy industrial. Mr. Rieske stated to the public that the Master Plan was adopted in 2012 and shows that property corridor for suburban commercial, and to essentially rezoning to commercial follows the Master Plan and the plan for entire strip.

Council Member Washington clearly stated that under Ms. Stachowiak was present, no one could speak to her "intent", and she then concluded she was opposed to the rezoning because in her opinion it was spot zoning.

MOTION BY COUNCIL MEMBER WASHINGTON TO MOVE THE ORDINANCE TO COUNCIL WITH A RECOMMENDATION FOR DENIAL. MOTION CARRIED 2-1.

Other

Council Member Hussain placed the Land Lease for 2101 E. Mt. Hope; Verizon Cell Tower at Crego Park on file.

Adjourn

Adjourned at 4:24 p.m.

Submitted by, Sherrie Boak,

Recording Secretary,

Lansing City Council

Approved by the Committee on _____

From: gruhsc flyfsoxvfrp
Sent: Vxqgd / #dixdu / #5 ; #534 ; #4-39#DP
To: Sox p hu#P dub|q
Subject: R qdgh#rup #/xep lwd#Dssdfdwlrq#ru#Dssrlwp hqw#r#Erdug#ru#Frp p 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).*

(Section Break)

Date	1/28/2018
First Name	James
Middle	Field not completed.
Last Name	Tischler
Other name(s) by which you have been known, including maiden names	Field not completed.
Date of Birth	
Address	329C South Washington Square
City	Field not completed.
State	Field not completed.

Zip Code	<i>Field not completed.</i>
Email	jetischler@gmail.com
Gender	Gender
Ward	4
Precinct	<i>Field not completed.</i>
Best phone number to [REDACTED]	[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	<i>Field not completed.</i>
Educational Background	<i>Field not completed.</i>
Please attach a resume if available	Resume-Current.pdf
First choice for board to serve on	Planning Board
Second choice of a board to serve on	Local Development Finance Authority
Third choice of a board to serve on	Increment Finance Authority/Borwnfield
Fourth choice of a board to serve on	Next Michigan Development Corporation
Please comment briefly on why you wish to serve on a particular board or commission. Please be specific as to your goals and ideas about how you wish to contribute to the work of the board or commission	I am interested to serve my community!

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

No

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

James Tischler

Date & Time

1/28/2018 11:00 AM

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

This email has been scanned by the City of Lansing Symantec Email Security.cloud service.
For more information please visit <http://www.symanteccloud.com>

JAMES E. TISCHLER, FAICP

CERTIFICATIONS AND EDUCATION

Registered Member of the American Institute of Certified Planners (AICP) – License #11813
Registered Michigan Professional Community Planner (PCP) – License #651
Member of the Canadian Institute of Planners (CIP) – International Status
Certified Practitioner by the Form-Based Codes Institute (FBCI)
Certified Practitioner by the National Charrette Institute (NCI)

Wayne State University -- Master of Urban Planning -- May 1999
Oakland University -- Bachelor of Arts - Political Science -- April 1987
University of Oklahoma Economic Development Institute – Graduate Certificate -- April 1999

PROFESSIONAL EXPERIENCE

June 2011 to Present

State of Michigan

Development Director, Michigan Land Bank Fast Track Authority

Director of Community Development, Michigan State Housing Development Authority (MSHDA)

Presently tasked with creation and operation of the Michigan Land Bank's Development Work Program. Designed, organized, and managed the State's planning/community development policy framework. Previously directed the MSHDA Community Development Division's policy, planning, and project development teams, and oversaw compliance and operations areas through subordinate managers. Served as policy leader and project coordinator for the Governor's *Mplace* Placemaking Initiative. Successfully aligned State agency technical and financial investment programs, area-specific community planning assistance, and development support actions to non-profits and local governmental units. Created the State's Inter-Agency Community Investment Platform presently in deployment by State departments. Represented Michigan as Board Member on the U.S. Council of State Community Development Agencies.

January 2003 to June 2011

Development Consultant in Private Practice

Serviced multiple private firms and municipalities throughout Michigan and other states. Conducted site evaluations, redevelopment feasibility assessments, and organized/managed development teams for entitlement, land development, and product design. Public client work involved development planning, coding, permitting, regulatory management, and public/private partnership (P3) process and development agreement consulting. Specialties in attached residential, commercial, mixed-use infill, redevelopment, and brownfield development.

September 1993 to January 2003

Director of Community Development and Planning, City of Monroe, Michigan

Responsibilities included lead staff roles with the Planning Commission, Downtown Development Authority, Brownfield Redevelopment Authority, and Economic Development Corporation. Lead staff member on the Industrial Facilities Tax Review Committee, Monroe Building Authority and Revolving Loan Fund Board. Initiated and led acquisition, remediation and development planning for Mason Run Neighborhood project and the Sterling State Park/Frenchtown Settlement/River Raisin National Battlefield brownfield project.

September 1986 to September 1993

Community/Economic Planner, Southeast Michigan Council of Governments, Detroit, Michigan

Principal staff person in Community and Economic Development Division. Served under agency contract as staff to the Michigan Community Development Association and the Metropolitan Affairs Coalition.

JAMES E. TISCHLER, FAICP

PROFESSIONAL ACCOLADES

- Selected a Fellow of the American Institute of Certified Planners (FAICP), Class of 2016.
- Recipient of 2009 Michigan Governor's Historic Preservation Award for the Mount Pleasant Borden Creamery Rehabilitation Project.
- Recipient of 2007 American Planning Association and Michigan Chapter awards for the City of Adrian Comprehensive Plan.
- Recipient of 2006 CREW-Detroit Development Award for the Mason Run Redevelopment Project.
- Recipient of 1999 *Commercial, Inc. Magazine* award for economic development leadership.
- Recipient of 1999 SEMCOG Joint Public Service award for the Downriver Area Brownfield Consortium.
- Recipient of the 1993 Wayne State University Smith Prize for Economic Development Research.

PROFESSIONAL ACCOMPLISHMENTS

Development Experience and Management

- Professional specializations in economic development, redevelopment, and brownfield projects.
- Practical and lengthy experience in operating municipal economic development authorities and boards.
- Facilitated more than twenty (20) successful commercial or industrial projects.
- Prepared a development fiscal impact model for financial analysis of land use proposals.
- Prepared community/economic development funding applications generating more than \$22,000,000.
- Knowledge of and experienced in utilizing local, state, and federal economic incentive programs.
- Created or facilitated numerous public-private development and redevelopment partnerships.

Brownfield/Urban Redevelopment

- Developed brownfield programs for the cities of Adrian, Clare, Monroe, Mount Pleasant and Wyandotte.
- Led or facilitated more than fifty (50) rehabilitation or redevelopment projects on brownfield sites.
- Assisted in development of the brownfield planning model currently in use by local units in Michigan.
- Workgroup leader for 2000, 2002, 2007 & 2012 Michigan Brownfield Program legislative amendments.
- Founder and first Chair of the Downriver (Wayne County, Michigan) Area Brownfield Consortium.
- Lead contact and manager for four (4) USEPA Brownfields Cleanup Revolving Loan awards.

Real Estate Development and Financing

- Experienced at real estate development planning, due diligence, and financial feasibility analysis.
- Prepared multiple real estate project business plans and commercial financing packages.
- Represented developer clients before lenders, private representatives, and public officials.
- Managed land planning, design, land development and building construction contracts, and loan agreements with municipalities and commercial lenders.

Program Design and Management

- Initiated and led design of the Michigan Placemaking Curriculum and Development Strategy.
- Designed and executed the State of Michigan's Strategic Placemaking Inter-Agency Investment Platform.
- Consulted with Delaware, Indiana, Maryland & Nebraska on structuring place-based planning programs.
- Organized downtown management entities to operate under a centralized retail management program.

PROFESSIONAL AFFILIATIONS

- Congress for the New Urbanism – National and Michigan Chapter Board Member
- American Planning Association – National and Michigan Chapter
- Canadian Institute of Planners – International Member
- Form-Based Codes Institute – Board Member and Research Committee Chair
- International Seminar on Urban Form – Associate Member

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

WHEREAS, the Mayor made the appointment of James Tischler of 329C S. Washington Square, Lansing, MI 48910 as a City of Lansing Member of the Local Development Finance Authority for a term to expire June 30,2020; 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 21, 2018 and took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of James Tischler of 329C S> Washington Square, Lansing, MI 48910 as a City of Lansing Member of the Local Development Finance Authority for a term to expire June 30,2020.

STAFF REPORT

PROPOSAL: The City's Development Office proposes the sale of four vacant parcels located on the south side of Glenburne to a qualified 501©(3) nonprofit for the purpose of constructing single family homes to HOME standards. The homes will then be resold to qualified low or moderate income families. This is an opportunity to infill a stable neighborhood in southwest Lansing. The City intends to provide HOME investment funds to subsidize the new builds.

PROPERTY SHAPE, SIZE, AND LOCATION: The parcels are located in the Glenburne No. 5 subdivision; Delta Township; City of Lansing, Eaton County, MI, and they have the following parcel numbers:

- 23-50-40-36-407-051; Lot 325 - 93' X 120'
- 23-50-40-36-407-041; Lot 324 - 93' X 121.45'
- 23-50-40-36-329-121; Lot 322 - 92.85' X 119.17'
- 23-50-40-36-329-071 - Lot 317 - 82.98' X 120'

EXISTING LAND USE: Vacant Land.

PROPOSED LAND USE: Single-Family Residential.

SURROUNDING LAND USE:

North: Residential.

South: Vacant land (Lansing School District property)

East: Residential.

West: Vacant, Parkland

EXISTING ZONING: "C" Residential.

SURROUNDING ZONING:

North: "A" Residential.

South: "C" Commercial.

East: "C" and "A" Residential.

West: "C" and "A" Residential

MASTER PLAN DESIGNATION: The *Design Lansing* Comprehensive Plan designates this property as Low Density Residential.

BACKGROUND

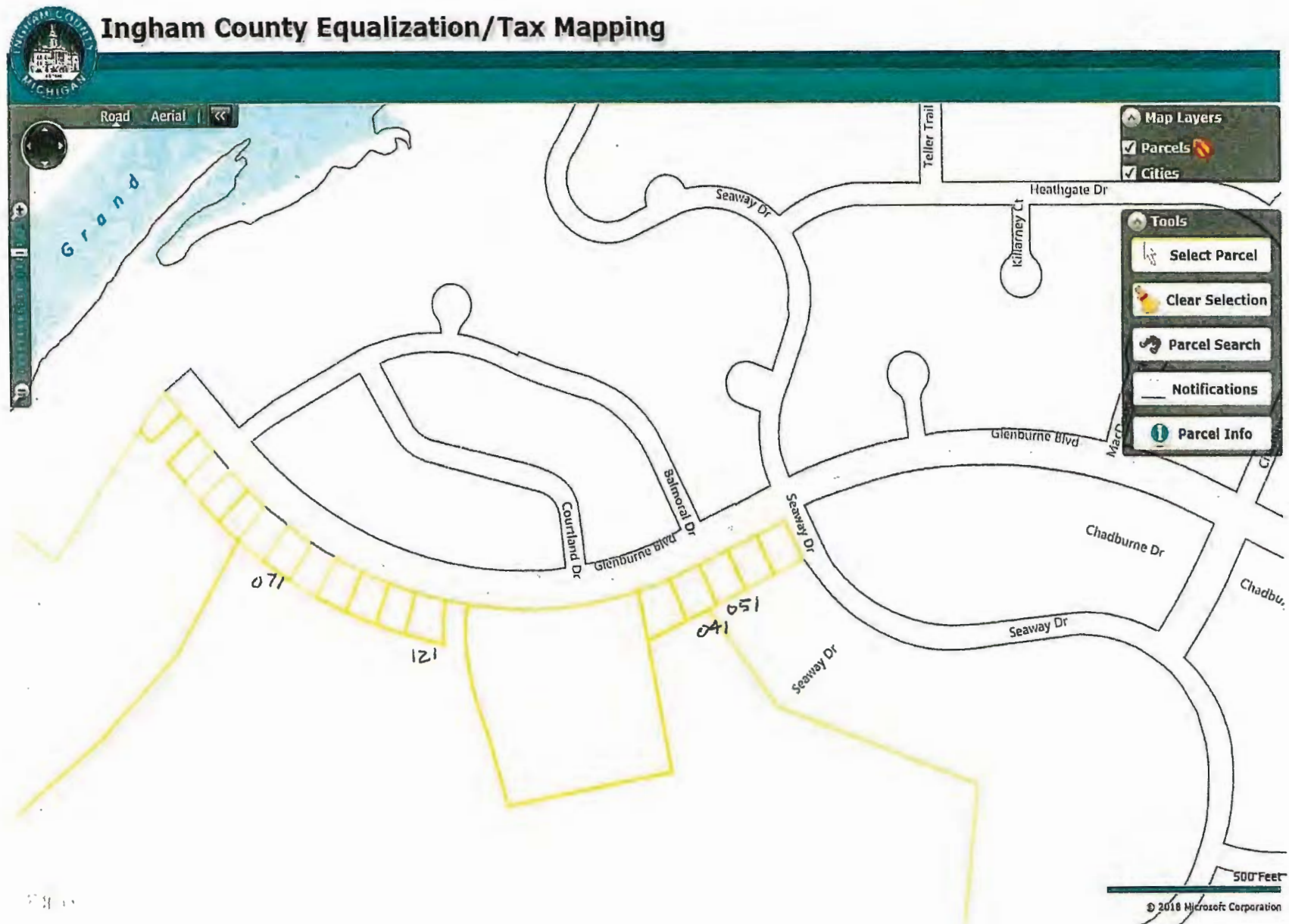
The City acquired these parcels due to tax foreclosure.

AGENCY REFERRALS:

Board of Water and Light – The BWL has a water main on Glenburne in the highlighted area. The BWL also has electric and street light utilities in this area. We do not have any wellhead protection issues, as this area is just outside of our wellhead protection area.

STAFF RECOMMENDATION

Staff recommends approval the proposal to convey these four parcels to a housing nonprofit for development of single-family residences.



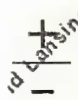


Lansing Parcel Viewer





Lansing Parcel Viewer



Find address or place



Layer List

Operational layers

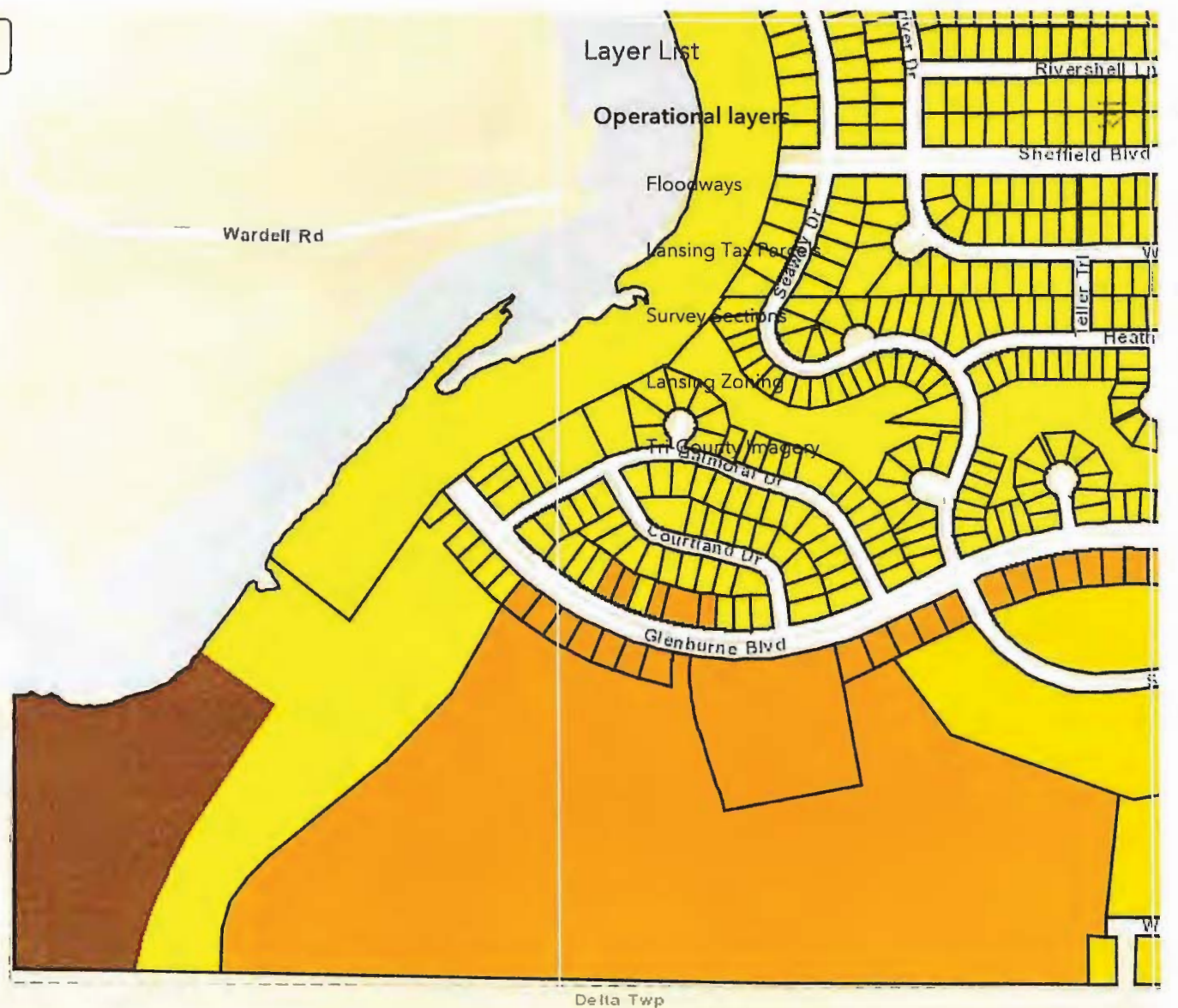
Floodways

Lansing Tax Parcels

Survey Sections

Lansing Zoning

Tri County Imagery



600ft

-84.618 42.695 Degrees

Whitelake Ln

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

Act-2-2018-A, Sale of PPN 23-50-40-36-407-051 - Lot 325, Glenburne No. 5 Subdivision; Delta Township; City of Lansing, Eaton County, Michigan

WHEREAS, the City of Lansing Development Office proposes to convey Lot 325, Glenburne No. 5 Subdivision, a vacant parcel located on the south side of Glenburne Blvd. to the Capital Area Housing Partnership (CAHP), a qualified 501(c)(3) housing nonprofit, for the purpose of constructing a single family home to HOME standards; and

WHEREAS, the subject parcel is rectangular in shape, measuring approximately 93' X 120'; and

WHEREAS, the City acquired this parcel due to tax foreclosure; and

WHEREAS, on May 3, 2018, the Planning Board reviewed the proposal for the sale of the subject property, along with three similar properties in the same area, and found no other public purpose for these parcels except the development of quality affordable housing; and

WHEREAS, the Planning Board voted unanimously (6-0) the proposal to convey this and the three other vacant parcels to the CAHP for the purpose of developing quality, affordable, single-family housing; and

WHEREAS, the Committee on Development and Planning has reviewed the report and recommendation of the Planning Board and concurs therewith;

NOW THEREFORE BE IT RESOLVED, the Lansing City Council hereby approves Act-2-2018, and authorizes the sale of PPN 23-50-40-36-407-051, legally described as Lot 325 Glenburne No. 5 Subdivision; Delta Township; City of Lansing, Eaton County, Michigan, to the Capital Area Housing Partnership, 1290 Deerpath Lane, East Lansing, MI 48823 for the sum of \$1.00.

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

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

Act-2-2018-B, Sale of PPN 23-50-40-36-407-041 - Lot 324, Glenburne No. 5 Subdivision; Delta Township; City of Lansing, Eaton County, Michigan

WHEREAS, the City of Lansing Development Office proposes to convey Lot 324, Glenburne No. 5 Subdivision, a vacant parcel located on the south side of Glenburne Blvd. to the Capital Area Housing Partnership (CAHP), a qualified 501(c)(3) housing nonprofit, for the purpose of constructing a single family home to HOME standards; and

WHEREAS, the subject parcel is rectangular in shape, measuring approximately 93' X 121.45'; and

WHEREAS, the City acquired this parcel due to tax foreclosure; and

WHEREAS, on May 3, 2018, the Planning Board reviewed the proposal for the sale of the subject property, along with three similar properties in the same area, and found no other public purpose for these parcels except the development of quality affordable housing; and

WHEREAS, the Planning Board voted unanimously (6-0) the proposal to convey this and the three other vacant parcels to the CAHP for the purpose of developing quality, affordable, single-family housing; and

WHEREAS, the Committee on Development and Planning has reviewed the report and recommendation of the Planning Board and concurs therewith;

NOW THEREFORE BE IT RESOLVED, the Lansing City Council hereby approves Act-2-2018, and authorizes the sale of PPN 23-50-40-36-407-041, legally described as Lot 324 Glenburne No. 5 Subdivision; Delta Township; City of Lansing, Eaton County, Michigan, to the Capital Area Housing Partnership, 1290 Deerpath Lane, East Lansing, MI 48823 for the sum of \$1.00.

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

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

Act-2-2018-C, Sale of PPN 23-50-40-36-407-121 - Lot 322, Glenburne No. 5 Subdivision; Delta Township; City of Lansing, Eaton County, Michigan

WHEREAS, the City of Lansing Development Office proposes to convey Lot 322, Glenburne No. 5 Subdivision, a vacant parcel located on the south side of Glenburne Blvd. to the Capital Area Housing Partnership (CAHP), a qualified 501(c)(3) housing nonprofit, for the purpose of constructing a single family home to HOME standards; and

WHEREAS, the subject parcel is rectangular in shape, measuring approximately 92.85' X 119.17'; and

WHEREAS, the City acquired this parcel due to tax foreclosure; and

WHEREAS, on May 3, 2018, the Planning Board reviewed the proposal for the sale of the subject property, along with three similar properties in the same area, and found no other public purpose for these parcels except the development of quality affordable housing; and

WHEREAS, the Planning Board voted unanimously (6-0) the proposal to convey this and the three other vacant parcels to the CAHP for the purpose of developing quality, affordable, single-family housing; and

WHEREAS, the Committee on Development and Planning has reviewed the report and recommendation of the Planning Board and concurs therewith;

NOW THEREFORE BE IT RESOLVED, the Lansing City Council hereby approves Act-2-2018, and authorizes the sale of PPN 23-50-40-36-407-121, legally described as Lot 322 Glenburne No. 5 Subdivision; Delta Township; City of Lansing, Eaton County, Michigan, to the Capital Area Housing Partnership, 1290 Deerpath Lane, East Lansing, MI 48823 for the sum of \$1.00.

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

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

Act-2-2018-D, Sale of PPN 23-50-40-36-407-071 - Lot 317, Glenburne No. 5 Subdivision; Delta Township; City of Lansing, Eaton County, Michigan

WHEREAS, the City of Lansing Development Office proposes to convey Lot 317, Glenburne No. 5 Subdivision, a vacant parcel located on the south side of Glenburne Blvd. to the Capital Area Housing Partnership (CAHP), a qualified 501(c)(3) housing nonprofit, for the purpose of constructing a single family home to HOME standards; and

WHEREAS, the subject parcel is rectangular in shape, measuring approximately 82.98' X 120'; and

WHEREAS, the City acquired this parcel due to tax foreclosure; and

WHEREAS, on May 3, 2018, the Planning Board reviewed the proposal for the sale of the subject property, along with three similar properties in the same area, and found no other public purpose for these parcels except the development of quality affordable housing; and

WHEREAS, the Planning Board voted unanimously (6-0) the proposal to convey this and the three other vacant parcels to the CAHP for the purpose of developing quality, affordable, single-family housing; and

WHEREAS, the Committee on Development and Planning has reviewed the report and recommendation of the Planning Board and concurs therewith;

NOW THEREFORE BE IT RESOLVED, the Lansing City Council hereby approves Act-2-2018, and authorizes the sale of PPN 23-50-40-36-407-071, legally described as:
Lot 317 Glenburne No. 5 Subdivision; Delta Township; City of Lansing, Eaton County, Michigan,
to the Capital Area Housing Partnership, 1290 Deerpath Lane, East Lansing, MI 48823 for the sum of \$1.00.

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

**Act-3-2018, Sale of Larch St. Substation, 1609 N. Larch
April 24, 2018**

STAFF REPORT

Act-3-2018 is the reconsideration of Act-16-07 (staff report attached), an LBWL proposal for the sale of Larch St. Substation, 1609 N. Larch. This proposal was approved by the LBWL Board of Commissioners Resolution 2007-9-14, and was recommended for Council approval by the Planning Board, but no sale took place.

The property remains vacant. During the interim, a Phase 1 Environmental Site Assessment and a market analysis (attached) were conducted. The market study concluded that the building is functionally obsolete, and may be removed for parking. MDOT granted an easement for access to and servicing and maintenance of the property, which "will terminate when power sub-station is no longer located on the premises" east of the easement.

The Board recently received a purchase offer from Drew LLC, 2547 W Main, Lansing MI 48917, and proposes to move forward on the sale of the property.

Because:

- the LBWL and Planning Boards have long considered the property to be surplus,
- the property has been vacant for more than ten years, and
- there is an offer on the table,

The staff still recommends approval of the proposed sale.

GENERAL INFORMATION

APPLICANT: Lansing Board of Water and Light (BWL)
1232 Haco Drive
Lansing, MI 48901

STATUS OF APPLICANT: Owner

EXISTING LAND USE: BWL Property - Substation

EXISTING ZONING: "I" Heavy Industrial District

PROPOSED ZONING: No change

PROPERTY SIZE & SHAPE: Triangular - The area of this BWL parcel is 10,500 sq. ft.±.

SURROUNDING LAND USE: N: Industrial – Demmer properties
S: Industrial – Demmer properties
E: ROW
W: ROW

SURROUNDING ZONING: N: "F" Commercial/"H" Light Industrial District
S: "I" Heavy Industrial District
E: "I" Heavy Industrial District
W: "I" Heavy Industrial District

MASTER PLAN DESIGNATION: The NorthEast Area Comprehensive Plan
designates this area for Industrial/Warehouse use.

DEVELOPER'S PROPOSAL: This is a request by the Lansing Board of Water and
Light (BWL), 1232 Haco Drive, to sell surplus property located west of the 1600
Block of N. Larch Street. The BWL has determined that this specific property is
no longer needed for their operations.

AGENCY RESPONSES

Assessors: No response received yet.

BWL: **Electric**
Approved. No comments. Contact Person: Bruce Archer
517-702-6081

Water
Approved. No comments. Contact Person: Michael Schorsch
517-702-6369

Building Safety: No objections.

City Attorney: No response received yet.

Code Compliance: No comments.

Comcast: Clean. No plant.

Consumers Energy: No response received yet.

Development: No comment.

North Lansing
Community
Association: No response received yet.

Fire Marshal: No issues with the proposed request.

Ingham County
Drain Commission: No comments.

AT&T: No response received yet.

Parks and Rec. Does not impact any recreational or arboricultural aspects of our operation.

Police: This is not a police issue.

Public Service: There are no sewers or sewer easements on this property. The property does have sanitary and storm sewer stubbed to it. This property abuts the Larch Street viaduct, which is owned by the Michigan Department of Transportation (MDOT). MDOT should be contacted to see if they have any concerns with the sale of the property.

Trans. Engr.: No comments or requirements.

BACKGROUND:

The Lansing BWL has determined that their property located in the 1600 block of N. Larch Street is no longer needed for their operation. The site is a former electrical substation. The property is on the west side of N. Larch Street (east side of N. East Street) 100± ft. northerly of North Street. The old two-story brick building that sits on the lot can be accessed from Larch Street and is the former BWL substation.

ANALYSIS

An Act 285 Review is conducted in accordance with Section 208 of the Administration Code when the City purchases, sells or substantially changes the use of property. According to Section 125.36 of the Municipal Planning Act (P.A. 285 of 1931, as amended), the location, character, and extent of the proposal must be evaluated. The

following is a review of the project in accordance with these standards. The ACT 285 Review process determines if the property has any remaining public purpose.

LOCATION

The subject property is located west of the 1600 block of N. Larch Street, is a former electrical substation of BWL and located in a block that is roughly triangular shaped, 10,500 ft² with a industrial appearance and legally described as:

City of Lansing Parcel Number 33-01-01-09-235-031 described as LOTS 30 THRU 34 INCLUSIVE EXC. THAT PART LYING W. OF A LINE COMM. 15.28 FT E. OF THE S.W. COR. OF LOT 30; TH. N 10°24'32" E TO A POINT ON N. LINE OF LOT 32 THAT IS 34.36 FT E. OF THE N.W. COR. OF SAID LOT; TH. N 10°24'32" E 47.9 FT.; TH. N 54° 50' 51" E 30.35 FT. TO THE N. LINE OF LOT 34, EXC. THE N. 4.25 FT. OF LOT 34, NELLERS SUB. NO. 1.

Also, the subject property is located in an area that is surrounded by industrial uses.

CHARACTER:

The industrial character of the area will not change as a result of selling the surplus BWL property. According to the BWL, someone is interested in purchasing the surplus property and using it for a surface parking lot.

EXTENT

The property, former electrical substation, is no longer needed by the BWL.

SUMMARY

The subject property is located west of the 1600 block of N. Larch Street, is a former electrical substation of BWL and located in a block that is roughly triangular shaped with a commercial/industrial appearance. The industrial character of the area will not change as a result of selling the surplus BWL property. No other agency has indicated that the property has any other public purpose.

STAFF RECOMMENDATION

Staff recommends approval of ACT-16-07, west of the 1600 block of N. Larch Street, the request by the Lansing Board of Water and Light to sell surplus property.

The BWL would like to sell surplus property known as the Larch Substation located west of the 1600 block of North Larch Street. The building was constructed around 1936 and used as an electrical substation.

The building is a single, two (2) stories, Class C, brick construction; commercial/industrial building which contains approximately 1,872 square feet per floor above grade with a full basement.

The parcel of land is roughly triangular shaped, 10,500 ft with an industrial appearance and legally described as:

City of Lansing Parcel Number 33-01-01-09-235-031 described as LOTS 30 THRU 34 INCLUSIVE EXC THAT PART LYING W. OF A LINE COMM. 15.28 FT E. OF THE S W COR. OF LOT 30; TH. N 10°24'32" E TO A POINT ON N. LINE OF LOT 32 THAT IS 34.36 FT E. OF THE N.W. COR OF SAID LOT; TH. N 10°24'32" E 479FT; TH. N 54° 50' 51" E 30.35 FT. TO THEN LINE OF LOT 34, EXC. THEN. 4.25 FT OF LOT 34, NELLERS SUB. NO. 1.

The property is within a "I" Heavy Industrial Zoned District. There are no sewers or sewer easements on this property, though sanitary and storm sewer is stubbed to the building. The property abuts the Larch Street viaduct, which is owned by the Michigan Department of Transportation.

Most of the electrical equipment has been removed from the site. There is evidence of oil spills inside the building and on some of the concrete outside the building, and the building is known to contain lead paint and asbestos containing materials.

Resolution 2007-9-14

H. LARCH SUBSTATION TO BE DECLARED SURPLUS

DECLARE BOARD OF WATER AND LIGHT (BWL) PROPERTY AT 1609 NORTH LARCH STREET, LANSING, MICHIGAN, AS SURPLUS AND NO LONGER NEEDED FOR OPERATONS AND AUTHORIZE THE SALE OF THE PROPERTY IN ACCORDANCE WITH CURRENT BWL PROPERTY DISPOSAL PROCEDURES.

WHEREAS, the following described Larch Substation Property, located on the west side of North Larch Street north of North Street in Lansing, Ingham County, Michigan, has been identified as surplus and no longer needed for the operation of the Board of Water and Light (BWL);

City of Lansing Parcel Number 33-01-01-09-235-031 described as LOTS 30 THRU 34 INCLUSIVE EXC. THAT PART LYING W. OF A LINE COMM. 15.28 FT E. OF THE S.W. COR. OF LOT 30; TH. N 10°24'32" E TO A POINT ON N. LINE OF LOT 32 THAT IS 34.36 FT E. OF THE N.W. COR. OF SAID LOT; TH. N 10°24'32" E 47.9 FT.; TH. N 54° 50' 51" E 30.35 FT. TO THE N. LINE OF LOT 34, EXC. THE N. 4.25 FT. OF LOT 34, NELLERS SUB. NO. 1.

WHEREAS, the BWL has been contacted by an adjacent property owner interested in purchasing the property; and

WHEREAS, upon approval of the property as surplus by the Board of Commissioners, the BWL will proceed to dispose of the property in accordance with current BWL "Property Disposal Procedures;"

RESOLVED, that the Board of Commissioners hereby declares the above described North Larch Substation property as surplus and no longer needed for Utility purposes and approves the sale of the property in accordance with current BWL "Property Disposal Procedures."

RESOLVED FURTHER, that the General Manager and Corporate Secretary are authorized to sign all documents necessary to dispose of this parcel, subject to approval of the BWL Legal Department.

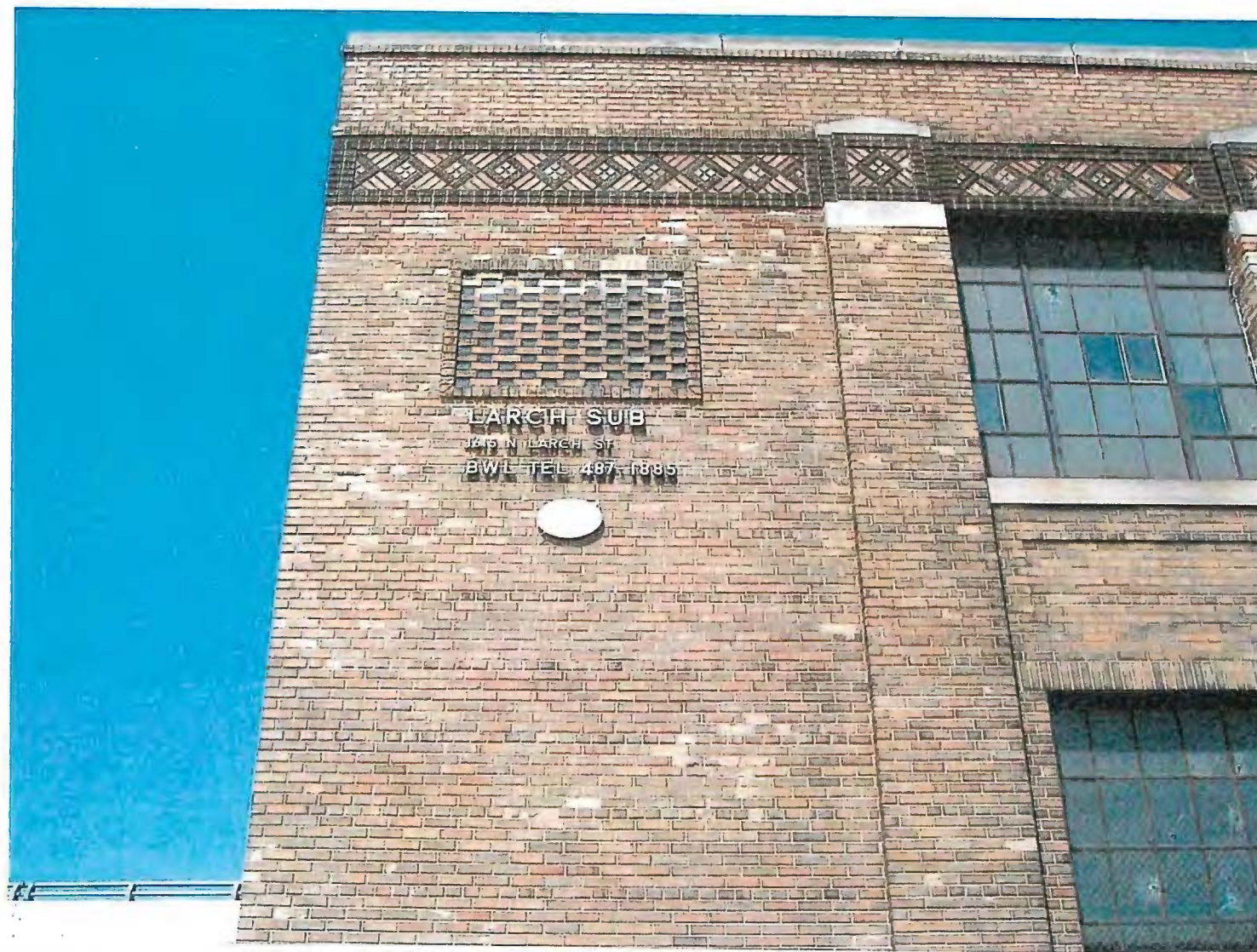
FURTHER RESOLVED, That this sale is expressly conditioned upon compliance with the Lansing City Charter or Codified Ordinances of the City of Lansing, including approval of the sale by the Lansing City Council.

Staff Commentary: This parcel was identified by staff in both the 2002 and 2006 Property Utilization Studies as no longer needed for BWL operations. Most of this real estate parcel was acquired by deed in 1930. In 1964, the northern part of this property was acquired from the State Highway Commissioner. Also in 1964, the western portion of the land acquired in 1930 was sold to the Michigan State Highway Department. Salvageable materials and equipment have been removed from the brick electrical substation building and the fenced substation yard located to the west of the substation building.

Comments: Doug Wood, Director of Engineering also advised the Board of Commissioners that the adjacent property owner who intends to hire additional staff is interested in purchasing the North Larch Street parcel in order to build a parking lot. It was further noted that the urgency of the request is due to pending weather changes that could prevent construction from proceeding if not done in a timely manner.

Motion by Commissioner Rios, Commissioner Cochran, to adopt Resolution 2007-9-14 for the Larch Substation to be Declared Surplus.

Action: Carried unanimously.



INDUSTRIAL SERVICES



A Competitive Market Analysis Prepared for Lansing Board of Water and Light

1609 N. Larch Street, Lansing, Michigan



PREPARED BY

VAN W. MARTIN, CCIM, SIOR, CRE

Chairman and CEO
+1 517 319 9262
van.martin@cbre-martin.com

JULIE O'BRIEN

Senior Associate
Industrial & Logistics
+1 517 319 9215
julie.obrien@cbre-martin.com

STEPHEN HERSHFIELD

Associate
Corporate Services
+1 517 319 9223
stephen.hershfield@cbre-martin.com

Executive Summary



EXECUTIVE SUMMARY

The Property and its Position in the Market/Sub-Market

The property, 1609 N. Larch Street in Lansing, was formerly utilized as an electrical substation. Situated on 0.258 acres, the property is located next to the US-27 Business route overpass in the north submarket. The interior of the two-story building is unfinished with heavy equipment and controls still in place and no utility connections. Each floor includes 1,872 SF, including the basement. The building has known contaminants, lead based paint and asbestos. Surrounded by primarily industrial neighbors, these factors present a functionally obsolete building that is limited in its value and potential for re-use or repurposing.

N. LARCH STREET LANSING, MICHIGAN	
PROPERTY DESCRIPTION:	81-year-old block-building; Class C; Former electrical sub-station
SQUARE FOOTAGE:	3,744 SF gross rentable space (1,872 SF first floor, 1,872 SF second floor) with full basement
PARCEL NUMBER:	33-01-01-09-235-031
PARCEL SIZE:	0.258 acres of land (11,238 SF) Situated adjacent to the US-27 Business route overpass
TAX AUTHORITY:	City of Lansing
YEAR BUILT:	1936
ZONING:	I-1 Heavy Industrial
CONSTRUCTION:	Concrete foundation, floor and roof
UTILITIES:	No current utilities in place. No natural gas hook- up. 2" water line to structure and sewer hook-up available
CEILING HEIGHT:	14'
HVAC:	No current operable HVAC system.
ENVIRONMENTAL:	Previous site analysis discovered asbestos and lead paint. Complete environmental conditions unknown.
SURROUNDING USES:	Industrial; commercial; parking lot
DEFERRED MAINTENANCE:	Unknown

Property Information



AERIAL



M= MELLING

D= DEMMER

Property Information



AERIAL

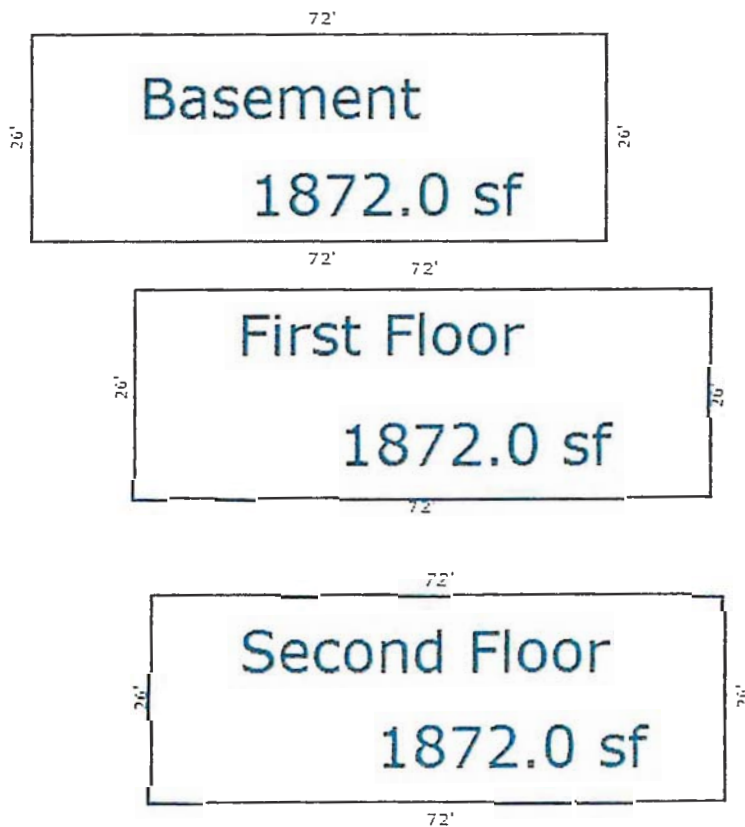


Property Information



BUILDING SKETCH

N LARCH ST

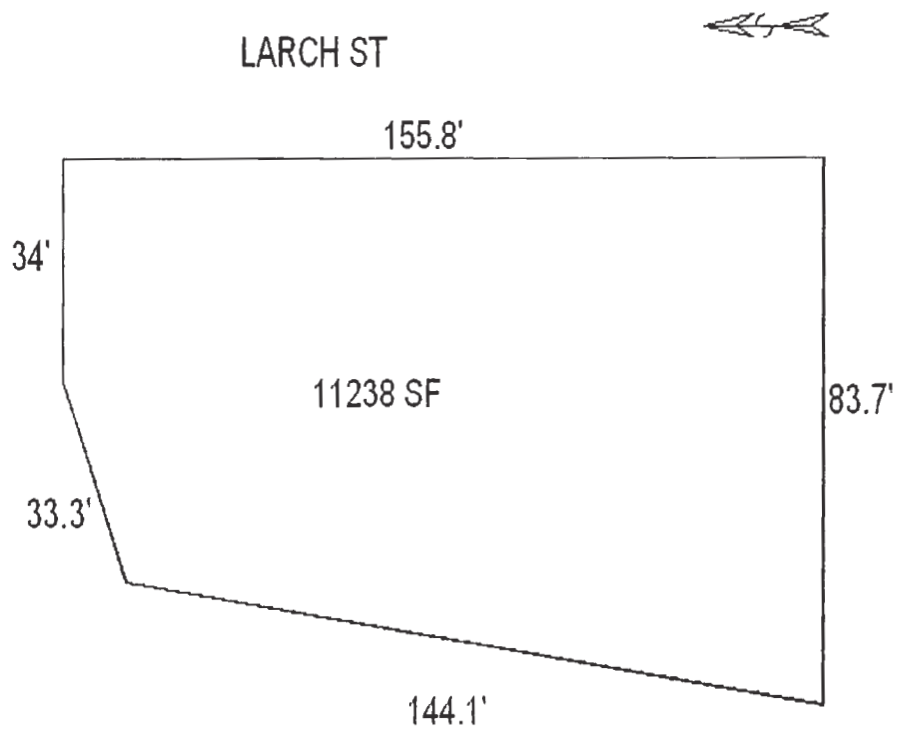


PROPERTY INFORMATION | PAGE 4



Property Information

LAND SKETCH





Property Information

VALUATION

Based on the property's condition, location, position in the market, and lack of existing comparable sales, we estimate that there is little value in the property. The deferred maintenance, contaminants, size and location next to the overpass are prohibitive. The following are items to consider, regarding the value of the building:

- Land comparisons in the area were between \$15,000 - \$25,000/acre or \$0.34 - 0.57/SF
 - **Land value without structure \$3,870-\$6,450**
- Demolition of existing structure between \$3.00 - \$5.00/SF
 - **Potential Demolition Costs \$15,000**
- Asbestos/lead remediation
 - **Estimated Costs \$9,000-\$22,000**
- Costs to bring utilities to the site
- No current operable HVAC system or utilities in place
- No natural gas hook- up
- Functionally obsolete

There are few existing comparable properties to adequately evaluate this property for similar uses. We can solely evaluate based on other industrial sales. Comparable building values are in a range of \$10.00 - \$15.00/SF or \$37,440 - \$56,000. The estimated demolition costs of \$15,000 and remediation costs of \$15,000 would need to be subtracted from the overall building value. Therefore, the value of the facility would be approximately \$7,000 - \$15,000.

Taking all aspects of the property into consideration, the highest and best use of the property appears to be the value to the industrial neighbor to the east. The former Demmer facility occupies many of the surrounding parcels as well as the adjacent parking lot in proximity to this property and may utilize this space for parking lot expansion purposes.

Our recommendation would be to initially list the subject property for \$60,000 and begin the marketing process. Simultaneously, CBRE|Martin will contact the owners of the adjacent Demmer facility and present them with the opportunity to purchase, if interested.

Statement of Disclosure



DISCLOSURE

This is a competitive market analysis, not an appraisal and was prepared by a licensed real estate broker or associate broker, not a licensed appraiser. In making any decision that relies upon this competitive market analysis, you should know that the guidelines for development of an appraisal or analysis contained in the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation have not been incorporated.

This competitive market analysis is based upon information obtained from the client and/or others we deem reliable. While we do not doubt its accuracy, we have not verified all the information and make no guarantee, warranty, or representation about it. Moreover, we assume the property is free of any title defects or environmental conditions that might adversely affect value.

We confirm that the officers and members of our staff performing this evaluation are not associated with either side of this transaction, either by direct or indirect financial interests held, as an officer, employee, or underwriter, or by any form of indebtedness or transactions other than normal business accounts and transactions afforded to usual customers.

RE/MAX[®]

COMMERCIAL[®]

COMMERCIAL PURCHASE AGREEMENT

THIS COMMERCIAL PURCHASE AGREEMENT is made and entered into this 16th day of April, 2018, by and between Lansing Board of Water and Light ("Seller"), whose address is PO Box 13007 Lansing, Michigan, 48901, and Drew LLC, ("Purchaser"), whose address is 2547 W Main, Lansing MI 48917, in the manner following:

1. PROPERTY DESCRIPTION. Purchaser offers and agrees to purchase the property located in the City of Lansing, County of Ingham, Michigan, commonly known as 1609 N Larch St, Lansing, MI 48906, and further described as: LOTS 30 THRU 34 INCL EXC THAT PART LYING W OF A LINE COM 15.28 FT E OF SW COR LOT 30, TH N 10DEG 24MIN 32SCD E TO A PT ON N LINE LOT 32 34.36 FT E OF NW COR SAID LOT, N 10DEG 24MIN 32SCD E 47.9 FT, N 54DEG 50MIN 51SCD E 30.35 FT TO N LINE LOT 34 EXC N 4.25 FT LOT 34; NELLERS SUB NO 1, (the "Property"), together with all buildings, structures and other physical improvements situated on the Property (the "Improvements"), and all equipment and other personal property appurtenant to and currently used in connection with the Improvements, including personal property as described in **Exhibit A** (the "Personal Property"), provided, however, the description of the Property shall be subject to a survey as provided for in this Agreement.

2. PURCHASE PRICE. The purchase price for the Property shall be Seventy Thousand (\$70,000) Dollars. Any allocation of the purchase price between the Property and Personal Property shall be set forth on an attached Exhibit.

3. TERMS OF PAYMENT.

☐ **Cash.** Purchaser shall pay the full purchase price, including any adjustments and/or prorations contained herein, to Seller at closing upon execution and delivery of a warranty deed and performance by Seller of the closing obligations specified herein.

4. EARNEST MONEY DEPOSIT. Within three (3) calendar days following the Effective Date of this Agreement, Purchaser shall deposit with Transnation Title, as the Title Insurance Company; which party shall be referred to as the "Escrow Agent", Purchaser's earnest money deposit in the amount of Five Thousand (\$5,000) Dollars, paid in cash or check representing immediately available funds (the "Deposit"). The Deposit shall be refunded to Purchaser in the event this Agreement is terminated under the terms and conditions provided for herein; or applied to the Purchase Price at Closing.

5. INSPECTION PERIOD. Purchaser shall be under no obligation to purchase the Property or otherwise perform under this Agreement unless Purchaser determines the Property to be, in all respects, suitable for its intended purposes. The decision as to whether the Property is suitable for its intended purposes shall be the sole decision of Purchaser, determined in the absolute discretion of Purchaser, with Purchaser's decision being final and binding upon both parties. Purchaser shall have ten (10) business days from the Effective Date to notify Seller of its termination of this Agreement due to Purchaser's determination that the Property is unsuitable for its intended purpose (the "Inspection Period"). In the event Purchaser elects to terminate this Agreement, Purchaser shall provide written notice of termination to Seller prior to the expiration of the Inspection Period. In the event Purchaser provides said notice of termination, Seller and the Escrow Agent shall be obligated to return the Deposit to Purchaser as provided in Section 4 hereof, and neither party shall have any further rights or obligations under this Agreement. In the event Purchaser does not submit written notice of termination prior to the expiration of the Inspection Period, Purchaser shall be deemed to be satisfied with its inspections of the Property and this contingency shall therefore be deemed to be fulfilled. Seller, at no expense to Seller, shall fully cooperate with Purchaser in the obtaining of all approvals required from any federal, state or local government ("Governmental Approvals") necessary for Purchaser to satisfy itself during the Inspection Period of the suitability of the Property. Said Governmental Approvals shall be obtained during the Inspection Period unless the parties agree that additional time is required to obtain them.

6. SURVEY AND TITLE INSURANCE.

(a) **Survey:** Purchaser may, at its option, cause to be prepared an on-the-ground boundary survey of the Property (herein referred to as the "Survey"). The metes and bounds or other legal description of the Property resulting from the Survey, if and as accepted by Purchaser, shall upon such acceptance supersede and replace the description of the Property set forth in Section 1 hereof for all purposes hereunder and shall be the description of the Property used in the Warranty Deed or Land Contract and Owner Policy of Title Insurance to be furnished hereunder, to be paid for by Purchaser.

- (b) **Title Insurance:** Within two (2) days of the Effective Date of this Agreement, Purchaser shall order a commitment for an Owner's ALTA Title Policy, with Standard Exceptions; (the "Commitment"), from Diversified Title (the "Title Company"), and shall provide a copy of the same to Seller upon receipt. Purchaser shall notify Seller in writing within two (2) days of receipt of any concerns that Purchaser may have with such Commitment. Notwithstanding the same, Purchaser shall be under no obligation to purchase the Property from Seller unless the Title Company shall deliver to Purchaser at Closing an Owner's ALTA Policy of Title Insurance, which shall identify the Property and easements appurtenant thereto by the legal description(s) set forth on the Survey. To satisfy the requirements hereof, the Commitment shall be accompanied by legible copies of all exceptions to title referred to therein and shall be deemed to include the same. The Title Insurance Policy to be issued pursuant to the Commitment shall contain endorsements stating: (i) that the Property abuts the public street(s) immediately adjacent thereto and has direct and valid full and unrestricted access thereto at the locations designated on the Survey provided by Purchaser and (ii) such other endorsements as Purchaser may reasonably require (the "Endorsements"), provided, however, in the event any such Endorsements shall not be included in the Title Company's standard fee for the Commitment and title insurance policy, then Purchaser shall be responsible for the additional fees in connection with the issuance of such Endorsements. Seller hereby agrees to provide to the Title Company any abstracts of title covering the Property and/or any other form of title evidence it may have obtained, including any former owner's title insurance policy. Purchaser's decision as to whether satisfactory title insurance can be obtained shall be final and shall not be subject to question by Seller. Seller shall cooperate fully with Purchaser in helping Purchaser to eliminate such exceptions from Purchaser's Commitment as Purchaser may desire eliminated, and further, Seller shall cooperate fully with Purchaser to satisfy all requirements of Closing outlined in Purchaser's Commitment.
- (c) **Objections to Title and Survey.** In the event the Commitment reflects that title to the Property is not vested in Seller or if any of the building and/or use restrictions, easements, or covenants of record (the "Permitted Exceptions") would, in Purchaser's reasonable judgment, interfere with Purchaser's intended use of the Property, or if the Survey reflects that title to the Property is not in the condition as described in Section 6(a) above, or if Purchaser has any other objection to title, and Purchaser so notifies Seller in writing of such objection(s) within the time provided in Section 5, then Seller shall have two (2) days from the date Seller is notified in writing of the particular defect(s) claimed by Purchaser, to either: (i) remedy the title defects described in Purchaser's written notification to Seller and obtain and deliver to Purchaser a revised Commitment and/or Survey which reflects that all such defects have been remedied; or (ii) notify the Escrow Agent to promptly refund Purchaser's Deposit in full termination of this Agreement.

7. ENVIRONMENTAL WARRANTY, DISCLOSURES AND INDEMNIFICATION.

- (a) **Environmental.** To the best of Seller's knowledge, there are no areas of the Property where hazardous substances or hazardous wastes, as such terms are defined by applicable Federal, State and local statutes and regulations, have been disposed of, released, or found. No claim has been made against Seller with regard to hazardous substances or wastes as set forth herein and Seller is not aware that any such claim is current or ever has been threatened. Seller shall inform Purchaser, to the best of Seller's knowledge, of any hazardous materials or release of any such materials into the environment, and of the existence of any underground structures or utilities which are, or may be present on the Property.
- (b) **Due Diligence.** Seller shall deliver to Purchaser any documentation (for example; any title evidence, surveys, reports, studies, test results, engineering drawings, permits or tank registrations) in Seller's possession or control which relates to the Property. Within three (3) days of the Effective Date, Seller understands that Purchaser requires this information and the information in 7 (a) above to properly evaluate the Property, avoid damaging underground structures and utilities and avoid causing, contributing to or exacerbating the release of a hazardous substance in the course of its investigations. Purchaser shall have the right to conduct a Phase I environmental investigation during the Inspection Period. If further activities are required, Purchaser and Seller shall determine the extent of said activities. Purchaser agrees to pay all of the costs and expenses associated with its investigation and testing and to repair and restore any damage to the Property caused by Purchaser's investigations or testing, at Purchaser's sole expense. Purchaser shall indemnify and hold Seller harmless from all costs, expenses and liabilities arising out of Purchaser's inspection of the Property, including that of Purchaser's employees, agents, consultants, or contractors performing said inspection.

8. CLOSING AND CLOSING ADJUSTMENTS. Closing shall take place at the offices of Transnation Title and Seller shall convey the Property to Purchaser in accordance with the terms hereof at the earlier of: upon the expiration of the Inspection Period described in Section 5; or (ii) upon Purchaser's written notification to Seller that all of the requirements set forth in Sections 5, 6 and 7 of this Agreement have been fulfilled to the full satisfaction of Purchaser, unless this Agreement is terminated as otherwise herein provided (such date for Closing and performance being hereinafter sometimes referred to as the "Closing" or "Closing Date").

At Closing, Seller shall deliver to Purchaser a Warranty Deed, subject to the Permitted Exceptions, conveying the Property along with the right to make all permitted land divisions of the Property, under the Michigan Land Division Act, MCL 560.101 et seq to Purchaser, to be prepared at Seller's cost. At Closing Seller agrees that it will convey the Property to Purchaser by

Warranty Deed containing covenants of title satisfactory to Purchaser, which covenants of title shall state that Seller is seized of the Property in fee simple, and that Seller has bargained, sold and conveyed unto Purchaser and its successors and/or assigns in title the Property in fee simple, and that Seller will warrant and defend title against the claims of all persons or entities. The Warranty Deed shall provide that title to the Property conveyed at Closing shall be marketable and free and clear of any and all liens, mortgages, deeds of trust, security interests, covenants, conditions, restrictions, non-permitted easements, non-permitted rights-of-way, licenses, encroachments, judgments or encumbrances of any kind except: (i) the lien of real estate taxes not yet due and payable; and (ii) any Permitted Exceptions. Should any liens or encumbrances be recorded against the property, Seller shall pay and/or satisfy any such encumbrances simultaneously with the closing and transfer the property in the condition required above. In addition, at Closing Seller shall have the responsibility of paying for the title insurance and all state or county transfer taxes and documentary stamps, if any, occasioned by the conveyance of the Property. The current real estate taxes (i.e. the most recent summer and winter tax bills issued) and assessments, if any, on the Property shall be prorated to the date of the Closing on a calendar basis. All other assessments, including, but not limited to any special assessments which have become a lien upon the land shall be paid in full by Seller. Seller shall pay all broker's fees or real estate sales commissions, or any similar fees occasioned by the sale of the Property, and Purchaser shall have no obligation or responsibility toward the payment of any such costs. Seller agrees to promptly forward to Purchaser any property tax statements for the Property received by Seller after Closing and if Seller fails to do so, Seller shall be liable for any penalties Purchaser has to pay because of Seller's failure.

9. SELLER'S WARRANTIES, REPRESENTATIONS AND COVENANTS. As an inducement to Purchaser to enter into this Agreement and to purchase the Property, Seller warrants, represents and covenants to Purchaser, as follows:

- (a) **Authority.** Seller: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of the State of Michigan or another state; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Purchaser in accordance with the terms and provisions of this Agreement.
- (b) **Title and Characteristics of Property.** Seller, as of the date of execution of this Agreement, owns the Property in fee simple and has marketable and good title of public record and in fact and the Property at Closing shall have the title status as described in Section 6 of this Agreement.
- (c) **Conflicts.** The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Seller on the Closing Date, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under any contract, agreement or other instrument to which Seller is a party, or any judicial order or judgment of any nature by which Seller is bound. At Closing all necessary and appropriate action will have been taken by Seller authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Seller of the documents and instruments to be executed by Seller at Closing and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated herein.
- (d) **Condemnation.** Seller has received no notice of, nor is Seller aware of, any pending, threatened or contemplated action by any governmental authority or agency having the power of eminent domain, which might result in any part of the Property being taken by condemnation or conveyed in lieu thereof.
- (e) **Litigation.** There is no action, suit or proceeding pending or, to Seller's knowledge, threatened by or against or affecting Seller or the Property which does or will involve or affect the Property or title thereto. Seller will defend, indemnify and otherwise hold Purchaser harmless from any and all claims of any person due to, arising out of or relating to the Property, including any and all costs, expenses, and attorneys' fees which Purchaser may incur as a result of Seller's breach of its warranty hereunder. Seller will, promptly upon receiving any such notice or learning of any such contemplated or threatened action, give Purchaser written notice thereof.
- (f) **Assessments and Taxes.** No assessments have been made against any portion of the Property which are unpaid (except ad valorem taxes for the current year), whether or not they have become liens, and Seller shall notify Purchaser of any such assessments which are brought to Seller's attention after the execution of this Agreement. Seller will pay or cause to be paid promptly all city, state and county ad valorem taxes and similar taxes and assessments, all sewer and water charges and all other governmental charges levied or imposed upon or assessed against the Property and due on or prior to the Closing Date.
- (g) **Boundaries.** (i) There is no dispute involving or concerning the location of the lines and corners of the Property; (ii) to Seller's knowledge there are no encroachments on the Property and no portion of the Property is located within any "Special Flood Hazard Area" designated by the United States Department of Housing and Urban Development and/or Federal Emergency Management Agency, or in any area similarly designated by any agency or other

governmental authority; and (iii) no portion of the Property is located within a watershed area imposing restrictions upon use of the Property or any part thereof.

- (h) **No Violations.** Seller has received no notice there are any violations of state or federal laws, municipal, or county ordinances, or other legal requirements with respect to the Property, including those violations referenced in Paragraph 7 above. Seller has received no notice (oral or written) that any municipality or governmental or quasi-governmental authority has determined that there are such violations. In the event Seller receives notice of any such violations affecting the Property prior to the Closing, Seller shall promptly notify Purchaser thereof, and shall promptly and diligently defend any prosecution thereof and take any and all necessary actions to eliminate said violations.
- (i) **Foreign Ownership.** Seller is not a "foreign person" as that term is defined in the U. S. Internal Revenue Code of 1986, as amended, and the regulations promulgated pursuant thereto, and Purchaser has no obligation under Section 1445 of the U. S. Internal Revenue Code of 1986, as amended, to withhold and pay over to the U. S. Internal Revenue Service any part of the "amount realized" by Seller in the transaction contemplated hereby (as such term is defined in the regulations issued under said Section 1445).
- (j) **Prior Options.** No prior options or rights of first refusal have been granted by Seller to any third parties to purchase or lease any interest in the Property, or any part thereof, which are effective as of the execution date.
- (k) **Mechanics and Materialmen.** On the Closing Date, Seller will not be indebted to any contractor, laborer, mechanic, materialmen, architect, or engineer for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with the Property for which any person could claim a lien against the Property and shall not have done any work on the Property within one hundred twenty (120) days prior to the Closing Date.

10. PURCHASER'S WARRANTIES, REPRESENTATIONS AND COVENANTS

- (a) **Authority** Purchaser: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of the State of Michigan or another state; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Seller in accordance with the terms and provisions of this Agreement.
- (b) **Conflicts.** The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Purchaser on the Closing Date, and the performance by Purchaser of Purchaser's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under any contract, agreement or other instrument to which Purchaser is a party, or any judicial order or judgment of any nature by which Purchaser is bound. At Closing all necessary and appropriate action will have been taken by Purchaser authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Purchaser of the documents and instruments to be executed by Purchaser at Closing and the performance by Purchaser of Purchaser's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

11. DAMAGE TO PROPERTY. If between the Effective Date of this Agreement and the Closing Date, all or any part of the Property is damaged by fire or natural elements or other causes beyond the Seller's control, which cannot be repaired prior to the Closing Date, or any part of the Property is taken pursuant to any power of eminent domain, Seller shall immediately notify Purchaser of such occurrence, and Purchaser may terminate this Agreement with written notice to Seller within one (1) days after the date of damage or taking. If Purchaser does not elect to terminate this Agreement, there shall be no reduction of the purchase price and Seller shall assign to Purchaser whatever rights Seller may have with respect to any insurance proceeds or eminent domain award at Closing.

12. SELLER'S CLOSING OBLIGATIONS. At Closing, Seller shall deliver the following to Purchaser:

- (a) The Warranty Deed required by Section 3 of this Agreement.
- (b) A bill of sale for any Personal Property and/or Improvements.
- (c) A written assignment by Seller of Seller's interest in all leases and a transfer to Purchaser of all security deposits, accompanied by the original or a true copy of each lease.
- (d) An assignment of all Seller's rights under any service contracts described herein, which are assignable by their terms and which Purchaser wishes to assume, together with an original or true copy of each service assigned.
- (e) A notice to any tenants advising the tenants of the sale and directing that future payments be made to Purchaser.

- (f) Any other documents required by this Agreement to be delivered by Seller.
- (g) An accounting of operating expenses including, but not limited to: common area maintenance statements, property tax statements, insurance binder and/or policy, a schedule of rents collected in advance or arrears, and an accurate allocation between the parties of the same pursuant to the terms herein.
- (h) Other: _____.

13. PURCHASER'S CLOSING OBLIGATIONS. At closing, Purchaser shall deliver to Seller the following:

- (a) The cash portion of the purchase price specified in Section 3 above shall be paid by cashier's check or other immediately available funds, as adjusted by the apportionments and assignments in accordance with this Agreement.
- (b) A written assumption by Purchaser of the obligations of Seller under the leases arising after closing, including an acknowledgement of the receipt of all security deposits.
- (c) Any other documents required by this Agreement to be delivery by Purchaser.
- (d) Other: _____.

14. SECTION 1031 TAX-DEFERRED EXCHANGES. Upon either party's request, the other party shall cooperate and reasonably assist the requesting party in structuring the purchase and sale contemplated by this Agreement as part of a tax deferred, like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended; provided, however, that in connection therewith, the non-requesting party shall not be required to: (a) incur any additional costs or expenses; (b) take legal title to additional real property (i.e., the requesting parties' "replacement property" or "relinquished property"); or (c) agree to delay the Closing. However, should both parties wish to complete a tax-deferred exchange, the parties will each incur their own additional expenses related to their exchange and shall split any common costs which will benefit both parties by such a division.

15. NOTICES. Unless otherwise stated in this Agreement, a notice required or permitted by this Agreement shall be sufficient if in writing and either delivered personally or by certified or express mail addressed to the parties at their addresses specified in the preamble of this Agreement, and any notices given by mail shall be deemed to have been given as of the date of the postmark. Copies of all notices shall be made as follows:

☐ If to Purchaser:

Name:	Adam Brewer
Address:	2547 W Main St
Address:	Lansing, MI 48917
Telephone:	
Facsimile:	
Email:	

With copy to:

Name:	Matthew Wisniewski
Address:	300 W Lake Lansing Rd
Address:	East Lansing, MI 48823
Telephone:	517-321-2800
Facsimile:	
Email:	

☐ If to Seller:

Name:	
Address:	
Address:	
Telephone:	
Facsimile:	
Email:	

With copy to:

Name:	CBRE Martin
Address:	1111 Michigan Ave Suite 300
Address:	East Lansing, MI 48823
Telephone:	
Facsimile:	
Email:	

16. ADDITIONAL ACTS. Purchaser and Seller agree to execute and deliver such additional documents and perform such additional acts as may become necessary to effectuate the transfers contemplated by this Agreement.

17. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties with respect to the sale of the Property. All contemporaneous or prior negotiations have been merged into this Agreement. This Agreement may be modified or amended only by written instrument signed by the parties of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of laws principles. For purposes of this Agreement, the phrase "Effective Date" shall be the last date upon which this Agreement becomes fully executed, including any counter proposals or amendments counter-signed by the opposing party.

18. ADVICE OF COUNSEL. All parties involved in a real estate transaction should seek the advice of legal counsel before entering into any agreement; to determine the marketability of title; understand possible tax consequences; to ascertain that the terms of the sale are adhered to before the transaction is closed; and to obtain advice with respect to all notices related to this Agreement. Purchaser and Seller acknowledge the importance for advice to counsel and acknowledge that Broker is not an attorney and does not provide legal advice and shall not be responsible for any loss or damage resulting from the preparation of this Agreement or any addenda thereto.

19. BROKERAGE FEE. Purchaser and Seller each acknowledge that: (i) Purchaser's real estate agent is RE/MAX Commercial Group and is acting as an agent of the Purchaser; and (ii) Seller's real estate agent is CBRE Martin and is acting as an agent of the Seller.

Seller agrees to pay the real estate broker(s) involved in this transaction a brokerage fee as specified in a commission or listing agreement, or as provided in a subsequent agreement between the parties. In the event no such agreement exists, Unless otherwise previously agreed, the parties agree that the brokerage fee will be shared between the parties' brokerage agents, split evenly and paid at closing. The parties acknowledge that other than the parties' real estate agents disclosed herein, no other real estate brokers, salespersons, or agents are involved in this transaction and the parties hereby indemnify and hold each other harmless from any and all such claims for brokerage fees.

20. DEFAULT.

- (a) **Seller's Default.** If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default or failure to perform hereunder, Purchaser may, at Purchaser's option and as its sole remedy, elect to either: (i) specifically enforce the terms hereof; or (ii) demand and be entitled to an immediate refund of the Deposit, in which case this Agreement shall terminate in full.
- (b) **Purchaser's Default.** If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Purchaser's default hereunder, Seller shall be entitled, as its sole and exclusive remedy hereunder, to receipt of the Deposit amount as full and complete liquidated damages for such default of Purchaser, the parties hereby acknowledge that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Purchaser's default of this Agreement or any duty arising in connection or relating herewith. Seller's entitlement to and receipt of the Deposit is intended not as a penalty, but as full and complete liquidated damages. The right to retain such sums as full liquidated damages is Seller's sole and exclusive remedy in the event of default or failure to perform hereunder by Purchaser, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Purchaser for any claims, injury or loss arising from or in connection with this Agreement, including without limitation: (i) for specific performance of this Agreement; or (ii) to recover any damages in excess of such liquidated damages.

21. INCENTIVES. Purchaser shall have the exclusive right to seek and obtain any federal, state or other governmental approval or quasi-governmental environmental or tax incentives, inducements, allowances or similar benefits (by way of example, and not in limitation of the foregoing, any Brownfield classification or any Brownfield tax and/or grant reimbursements) with respect to the Property, and Purchaser's right to do so shall take precedence over any such right of Seller with respect to the Property in the event such incentives, inducements, allowances or similar benefits may only be sought by one party. Seller shall reasonably cooperate and provide all necessary information and approvals to facilitate the same.

22. WAIVER. The failure to enforce any particular provision of this Agreement on any particular occasion shall not be deemed a waiver by either party of any of its rights hereunder, nor shall it be deemed to be a waiver of subsequent or continuing breaches of that provision, unless such waiver be expressed in a writing signed by the party to be bound.

23. DATE FOR PERFORMANCE. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period will be automatically extended through the close of business on the next following business day.

24. FURTHER ASSURANCES. The parties agree that they will each take such steps and execute such documents as may be reasonably required by the other party or parties to carry out the intent and purposes of this Agreement.

25. SEVERABILITY. In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

26. CUMULATIVE REMEDIES. The rights, privileges and remedies granted by Seller to Purchaser hereunder shall be deemed to be cumulative and may be exercised by Purchaser at its discretion. In the event of any conflict or apparent conflict between any such rights, privileges or remedies, Seller expressly agrees that Purchaser shall have the right to choose to enforce any or all such rights, privileges or remedies.

27. AUTHORITY. The undersigned officers of Seller and Purchaser, if an entity, hereby represent, covenant and warrant that all actions necessary by their respective Shareholders, Members, Partners, Boards of Directors, or other corporate entity authority will have been obtained and that they will have been specifically authorized to enter into this Agreement and that no additional action will be necessary by them in order to make this Agreement legally binding upon them in all respects. Purchaser and Seller covenant to provide written evidence of compliance with this Section (27) prior to or on the Closing Date.

28. SUCCESSORS AND ASSIGNS. The designation Seller and Purchaser as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

29. NOTICE OF CONTACT WITH THIRD PARTIES. During the pendency of this Agreement, Seller may discuss with, or receive the submission of proposals or offers from a third party or entity relating to the purchase of the Property. In the event Seller should receive such a proposal, Seller shall promptly notify Purchaser in writing of same and, further, advise any such third party or entity of the existence of this Agreement and, if necessary, make a copy of this Agreement available to any such third party or entity with all monetary terms, dates and conditions redacted and blocked from view.

30. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties and shall become a binding and enforceable Agreement among the parties hereto upon the full and complete execution and unconditional delivery of this Agreement by all parties hereto. No prior verbal or written Agreement shall survive the execution of this Agreement. In the event of an alteration of this Agreement, the alteration shall be in writing and shall be signed by all the parties in order for the same to be binding upon the parties.

31. RELATIONSHIP OF THE PARTIES. Nothing contained herein shall be construed or interpreted as creating a partnership or joint venture between the parties. It is understood that the relationship is of arms length and shall at all times be and remain that of Purchaser and Seller.

32. RECORDING. This Agreement shall not be recorded by either party or any of their representatives.

33. CONFIDENTIALITY. Subject to all other terms of this Agreement, each party agrees to maintain this Agreement and the information in this Agreement as confidential, and each will not disclose such information to any other person without the prior written consent of the other party. However, a party may disclose such confidential information to its legal counsel, to such party's real estate broker, salesperson, or agent, to other professional advisors or agents of the party, and as required by law or legal process.

34. COUNTERPARTS. This Agreement may be executed in counterpart originals, and facsimile or electronic signatures shall be considered as originals, each of which when duly executed and delivered shall be deemed an original and all of which when taken together shall constitute one instrument.

35. OTHER PROVISIONS. In addition to the provisions outlined above, the following additional provisions shall apply to the transaction as contemplated herein.

Purchaser's Acknowledgement of Offer:

By signing below, Purchaser acknowledges having read and received a copy of this Purchase Agreement.

For Purchaser:**Witnesses:**

By: _____

Its: _____

By: _____

Its: _____

Seller's Acceptance:

Seller accepts this Agreement on this _____ day of _____, 20____, at _____ (AM/PM) ☐ with the following conditions: _____

_____ ; or ☐ without qualification.

By signing below, Seller acknowledges having read and received a copy of this Agreement. If this Agreement is signed by Seller without any modification, the acceptance date stated herein shall be the Effective Date of the Agreement.

If additional conditions are stipulated herein, Seller gives Purchaser until the _____ of _____. 20____, at _____ (AM/PM) to provide its written acceptance of the counter conditions stated herein.

For Seller:**Witnesses:**

By: _____

Its: _____

By: _____

Its: _____

Purchaser's Acknowledgment of Seller's of Acceptance:

Purchaser acknowledges receipt of Seller's acceptance of Purchaser's offer. If the acceptance was subject to changes from Purchaser's offer, Purchaser agrees to accept those changes, with all other terms and conditions remaining unchanged. If this Agreement is signed by Purchaser without any modification, then the date stated as Purchase's Receipt of Acceptance shall then becomes the Effective Date of this Agreement.

Seller has accepted this Agreement on this _____ day of _____, 20____, at _____ (AM/PM)

For Purchaser:**Witnesses:**

By: _____

Its: _____

By: _____

Its: _____

Exhibits:

The following exhibits are attached hereto and shall become part of this Agreement by reference

Exhibit Name	Exhibit Description	Provided By (Purchase or Seller)	Attached By (Date)
Exhibit A			
Exhibit B			
Exhibit C			
Exhibit D			
Exhibit E			
Exhibit F			
Exhibit G			

F:\docs\CBOR\D-Commercial Purchase Agreement 2.doc

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

Resolved by the City Council of the City of Lansing that a public hearing be set for Monday, _____, at 7 p.m. in City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, for the purpose of approving and/or opposing:

Act-3-2018, 1609 N. Larch Street, Sale of Former Board of Water and Light Substation.

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

Act-3-2018, 1609 N. Larch, LBWL Property (PPN 33-01-01-09-235-031), Sale of Property

WHEREAS, the City of Lansing Board of Water and Light proposes to dispose of the former electrical substation in the 1609 N. Larch Street; and

WHEREAS, the subject parcel is roughly rectangular in shape, measuring 10,500± square feet, and surrounded by industrial land uses; and

WHEREAS, by Resolution 2007-9-14, the LBWL Board of Commissioners declared the property surplus and approved its sale; and

WHEREAS, no other agency has identified a public purpose for retaining the property; and

WHEREAS, at its meeting on November 20, 2007, the Planning Board reviewed the proposal (Act-16-07) and concurred with the Board of Commissioners, and recommended the sale of the property; and

WHEREAS, a written appraisal of the property, dated November 22, 2006, conducted by the Gannon Group, estimated the market value of the property to be Eight Thousand Dollars (\$8,000.00); and

WHEREAS, a written appraisal of the property, dated January 19, 2017, conducted by Steven E. Rogers, City of Lansing, estimates the market value of the property to be One Hundred Seventy Thousand Five Hundred Dollars (\$170,500.00); and

WHEREAS, an undated "Competitive Market Analysis" by CBRE Martin recommended that the property be listed for Sixty Thousand Dollars (\$60,000.00), taking into account the presence of lead and asbestos on the property; and

WHEREAS, LBWL still retains the property, and now proposes to convey it to Drew LLC, 2547 W Main, Lansing MI 48917, which is interested in acquiring the property and reusing the building for office space; and

WHEREAS, on May 3, 2018, the Planning Board reviewed the revised proposal for the sale of the property (Act-3-2018), and unanimously (6-0) recommended approval, based on the finding that the property is surplus; and

WHEREAS, the Purchase Agreement between the City of Lansing and Drew LLC was placed on file with the City Clerk on _____ 2018, and is presented for approval; and

WHEREAS, the Committee on Development and Planning has reviewed the appraisal reports, the Purchase Agreement, and the report and recommendation of the Planning Board and concurs therewith;

NOW THEREFORE BE IT RESOLVED, the Lansing City Council hereby approves Act-3-2018, and authorizes the sale of the property at 1609 N. Larch Street, legally described as:

LOTS 30 THRU 34 INCL EXC THAT PART LYING W OF A LINE COM 15.28 FT E OF SW COR LOT 30, TH N 10DEG 24MIN 32SCD E TO A PT ON N LINE LOT 32 34.36 FT E OF NW COR SAID LOT, N 10DEG 24MIN 32SCD E 47.9 FT, N 54DEG 50MIN 51SCD E 30.35 FT TO N LINE LOT 34 EXC N 4.25 FT LOT 34; NELLERS SUB NO 1

for the amount of Seventy Thousand (\$70,000.00) Dollars, plus closing costs.

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

GENERAL INFORMATION

APPLICANT: AMERCO Real Estate Company
2727 N .Central Avenue, Suite 500
Phoenix, AZ 85004

OWNER: UN Michigan, LLC
2290 Science Parkway
Okemos, MI 48864

REQUESTED ACTIONS: Rezone 1030 Pierpont Street & the west, approximately 3.1 acres of the property at 1048 Pierpont Street from “DM-4” Residential district to “G-2” Wholesale district

EXISTING LAND USE: Vacant Hotel Building/Parking Lot

EXISTING ZONING: “DM-4” Residential District

PROPOSED ZONING: “G-2” Wholesale District

PROPERTY SIZE: Irregular Shape – 4.813 acres

SURROUNDING LAND USE: N: Office building
S: I-96/Commercial
E: Office building
W: Retail commercial

SURROUNDING ZONING: N: “DM-4” Residential & “G-2” Wholesale Districts
S: “F” Commercial District
E: “A” Residential District
W: “DM-4” Residential & “G-2” Wholesale Districts

MASTER PLAN: The Design Lansing Comprehensive Plan designates the subject property for “Suburban commercial” land use. Pierpont Street is designated as a local street. S. Pennsylvania Avenue is designated as a principal arterial.

DESCRIPTION:

This is a request by AMERCO Real Estate Co. to rezone the property at 1030 Pierpont Street & the west, approximately 3.1 acres of the property at 1048 Pierpont Street from “DM-4” Residential to “G-2” Wholesale District. The purpose of the rezoning is to permit the conversion of the building at this location into a self-storage facility and a truck and trailer sharing facility with related retail uses.

AGENCY RESPONSES

BWL:

Building Safety: No objections.

Development Office:

Fire Marshal:

Parks & Recreation: No comments.

Public Service: Public Service E&I has no comments regarding the rezoning request. Any redevelopment of the site would be required to meet current site plan requirements.

Traffic Engineer: No comments or requirement on the rezoning request as it applies to traffic operations. Any comments regarding modifications to the site would be handled during the site plan process.

COMPATIBILITY WITH SURROUNDING LAND USE:

The applicant is requesting a rezoning of the property at 1030 Pierpont Street & the west, approximately 3.1 acres of the property at 1048 Pierpont from "DM-4" Residential to the "G-2" Wholesale district. The purpose of the rezoning is to permit the conversion of the existing building at 1048 Pierpont, which is a multi-story, vacant motel building, to a self-storage facility and to permit the construction of additional storage buildings on the subject property.

As evidenced by the attached zoning map, the proposed rezoning will be consistent with the established zoning pattern in the area and will clearly not result in a "spot zone" since the subject property is surrounded by "G-2" Wholesale zoning to the north and west. The parcel to the east is landlocked (no road frontage), irregularly shaped and zoned "A" single family residential, thus making it unbuildable unless it were to be combined with one of the adjoining properties and rezoned to a designation that would allow for the types of uses that would be appropriate, given its location. The subject property adjoins I-96 to the south.

The 2 properties that are the subject of this request are the only properties on Mercantile Way that are not currently zoned "G-2" Wholesale. It is unclear as to why 1030 and 1048 Mercantile are zoned "DM-4" when the uses located thereon (motel, office building, parking lot) are not permitted uses in that district. The "DM-4" Residential district is a high density multiple family residential zoning designation that does not permit commercial or office uses or parking lots that do not serve a use permitted in the "DM-4" district. The "DM-4" district is not an appropriate zoning designation for the subject property as it essentially only permits apartments which would not be a desirable land use for the subject property, given the surrounding zoning and land use patterns in the area. The "G-2" Wholesale district, by contrast, allows for commercial, office and storage/warehouse uses which would be compatible with the surrounding area.

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.**”

Self-storage facilities qualify as light industrial uses, thus consistent with the suburban commercial land use category as defined and described in the master plan. Such uses should be located in areas where they are easily accessible from but not located directly on a principal arterial. Since storage facilities are not customer-oriented businesses per se and do not generate much traffic, they can result in holes of little activity, with detracts rather than contributes to the vibrancy of commercial corridors. The subject property is an ideal location for the proposed storage facility. The site is located on a secondary, non-residential street in close proximity to but not directly on S. Pennsylvania Avenue, which is a principal arterial.

IMPACT ON VEHICULAR AND PEDESTRIAN TRAFFIC:

The proposed rezoning will have no negative impacts on vehicular or pedestrian traffic. Storage facilities typically generate a very low volume of vehicular traffic and virtually no pedestrian traffic.

IMPACT ON PUBLIC FACILITIES:

The site is served by all necessary public facilities.

ENVIRONMENTAL IMPACT:

The proposed rezoning will have no negative impacts on the physical environment. The only proposed changes to the site at this time are 2 additional storage buildings in the parking lot north of the existing building. Administrative site plan review and approval will be required prior to issuance of a building permit for the new buildings, during which the site will be reviewed for compliance with all City codes and ordinances including those regulating storm water management.

IMPACT ON FUTURE PATTERNS OF DEVELOPMENT:

The applicant’s request will not be disruptive to the development pattern in the area. In fact, the proposed rezoning will actually eliminate an inappropriate zoning designation and will bring the

zoning of subject property into consistency with the surrounding zoning pattern, as described above and as depicted on the attached zoning map.

SUMMARY

This is a request by AMERCO Real Estate Co. to rezone the property at 1030 Pierpont Street & the west, approximately 3.1 acres of the property at 1048 Pierpont Street from “DM-4” Residential to “G-2” Wholesale District. The purpose of the rezoning is to permit the conversion of the building at this location into a self-storage facility and a truck and trailer sharing facility with related retail uses.

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:

Approval of Z-3-2018 to rezone the property at 1030 Pierpont Street & the west, approximately 3.1 acres of the property at 1048 Pierpont Street from “DM-4” Residential district to “G-2” Wholesale district.

Respectfully Submitted,

**Susan Stachowiak
Zoning Administrator**

AS-SURVEYED PERIMETER DESCRIPTION AS REQUESTED BY CLIENT:

LOT 1, HOLIDAY PLAZA, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 27 OF PLATS, PAGE 32, INGHAM COUNTY RECORDS, ALSO BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF SAID HOLIDAY PLAZA, ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 28 DEGREES 08 MINUTES 03 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 83.04 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 04 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 49.85 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 13 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 143.28 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 27 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 329.97 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 13 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 52.68 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 22 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 233.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF PIERPONT STREET; THENCE NORTH 89 DEGREES 58 MINUTES 13 SECONDS EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF PIERPONT STREET, A DISTANCE OF 249.59 FEET; THENCE 66.42 FEET ALONG THE ARC OF A CURVE TO THE LEFT AND THE SOUTHERLY RIGHT-OF-WAY LINE OF PIERPONT STREET, SAID CURVE HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 63 DEGREES 25 MINUTES 35 SECONDS AND A CHORD WHICH BEARS SOUTH 73 DEGREES 39 MINUTES 12 SECONDS EAST, A DISTANCE OF 63.08 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 07 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 485.98 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF LIMITED ACCESS HIGHWAY I-96; THENCE SOUTH 68 DEGREES 41 MINUTES 27 SECONDS WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF LIMITED ACCESS HIGHWAY I-96, A DISTANCE OF 639.31 FEET TO THE POINT OF BEGINNING. CONTAINING 4.813 ACRES OF LAND, MORE OR LESS.

SUBJECT TO ANY EASEMENTS, RESTRICTIONS OR RESERVATIONS OF RECORD.

AMERCO[®]

REAL ESTATE COMPANY

2727 North Central Avenue, 5-N • Phoenix, Arizona 85004
Phone: 602.263.6555 • Fax: 602.277.5824 • Email: holly_reading@uhaul.com

Narrative Project Summary

AMERCO Real Estate Company (AREC) has prepared this application package for the opportunity to receive the City of Lansing's participation and counseling in regards to rezoning the property located at 1048 Pierpont St. Lansing, MI. AREC is the wholly owned real estate subsidiary of the U-Haul System.

The proposed 4.813 acre property is located at 1048 Pierpont St. Lansing, MI. U-Haul is proposing an adaptive reuse of the existing 77696 SF building by converting it into a U-Haul Moving and Storage Facility. Our uses consist of self-storage, U-Haul truck and trailer sharing, and related retail sales. The interior of the building will be retrofitted to house self-storage units. This infill development will allow U-Haul to better serve the storage needs of the community and activate a property that is currently vacant.

The property is currently zoned DM4- Multi Family Residential. Our uses are not permitted in DM4 and require us to rezone the property to G2. The properties surrounding 1048 Pierpont St. are also zoned G2 and would fit in with the current land use plan. U-Haul is proposing to apply for the rezone to allow for our uses of self-storage, truck & trailer share and a small retail showroom. The building will be used structurally as is with the exception of imaging and signage.

Custom site design for every U-Haul store assures that the facility compliments the community it serves. Adherence to community objectives is key in order to ensure each U-Haul store is both a neighborhood asset and an economic success.

U-Haul is more of a commercial type use that serves the residential communities within a 3-5-mile radius. We feel the U-Haul would be an appropriate use for the property and there are proven benefits for allowing self-storage facilities in communities:

- Self-storage facilities are quiet
- They provide an excellent buffer between zones
- They create very little traffic
- They have little impact on utilities
- They have no impact on schools
- They provide a good tax revenue
- They provide a community service

U-Haul Moving and Storage is a convenience business. Our philosophy is to place U-Haul stores in high growth residential areas, where we fill a need for our products and services. Customers are made aware of the U-Haul store, primarily via drive-by awareness, much like that of a convenience store, restaurant or hardware store. Attractive imaging and brand name recognition bring in area residents — by our measures, those who live within a four-mile radius of the center.

The U-Haul Store:

U-Haul stores characteristically serve the do-it-yourself household customer. The U-Haul Store will be staffed with 10-15 employees, both full-time and part-time. Families will generally arrive in their own automobiles, enter the showroom and may choose from a variety of products and services offered there. When situated near public transit, approximately 50% of those families utilize alternative transportation to access U-Haul equipment and services.

- Families typically use U-Haul Self-Storage rooms to store furniture, household goods, sporting equipment, or holiday decorations. During transition periods between moves, moving to a smaller home, combining households, or clearing away clutter to prepare a home for sale, storage customers will typically rent a room for a period of two months to one year.
- U-Haul stores also provide truck and trailer sharing for household moving, either in-town or across country.
- Families who need packing supplies in advance of a move or to ship personal packages can choose from a variety of retail sales items, including cartons, tape and sustainable packing materials.
- Families who tow U-Haul trailers, boats, or recreational trailers can select, and have installed, the hitch and towing packages that best meet their needs.
- Moving and storage are synergistic businesses. Over half of our storage customers tell us they used U-Haul storage because of a household move. Customers will typically use U-Haul equipment or their personal vehicle to approach the loading area and enter the building through the singular customer access. All new U-Haul stores are designed with interior storage room access, giving the customer the added value of increased security, and the community the benefit of a more aesthetically pleasing exterior.

Significant Policies:

- Hours of Operation:

Mon. - Thurs.	7:00 a.m. to 7:00 p.m.
Fri.	7:00 a.m. to 8:00 p.m.

Sat.	7:00 a.m. to 7:00 p.m.
Sun.	9:00 a.m. to 5:00 p.m.

- All U-Haul storage customers are issued a card-swipe style identification card that must be used to gain access to their room. This is but one of many security policies which protect the customer's belongings and decrease the ability of unauthorized access to the facility.
- It is against policy for a business to be operated from a U-Haul storage room.
- Customers and community residents who wish to use the on-site dumpsters for disposing of refuse must gain permission to do so, and are assessed an additional fee.
- Items that may not be stored include: chemicals, flammables, and paints.
- U-Haul stores are protected by video surveillance.
- U-Haul stores are non-smoking facilities.
- U-Haul will provide added services and assistance to our customers with disabilities.

Traffic Study:

- U-Haul stores generate less vehicular traffic volume while still embodying an active-use site. Truck and trailer sharing and self-storage all represent dynamic transitions from one customer to another. DIY moving customers are presented with opportunities to utilize equipment and storage on a temporary basis, supporting a shared-economy, an effective economic model and an environmentally-sound way to conduct business.

USE COMPARISON					
Use	Square Feet	Traffic	Volume	Typical Hours	Days
		Weekday	Weekend		
Fast Food Restaurant	3,000 sq ft	3,161 trips	3,430 trips	18 hours - 24 hours	7
Gas Station w/ Convenience Store	2,200 sq ft	1,200 trips	2,200 trips	18 hours - 24 hours	7
Hotel	50,000 sq ft	905 trips	901 trips	24 hours	7
Casual Dining	5,000 sq ft	1,075 trips	1,258 trips	11 am - 11 pm 12 hours	7
U-Haul Center	80,000 sq ft	31 trips	53 trips	7 am - 7 pm 12 hours	7

U-Haul looks forward to working with the City of Lansing as you consider the petition for re-zoning we are currently submitting.

Sincerely,

Holly Reading Keilman
AMERCO Real Estate - Planner

Legend

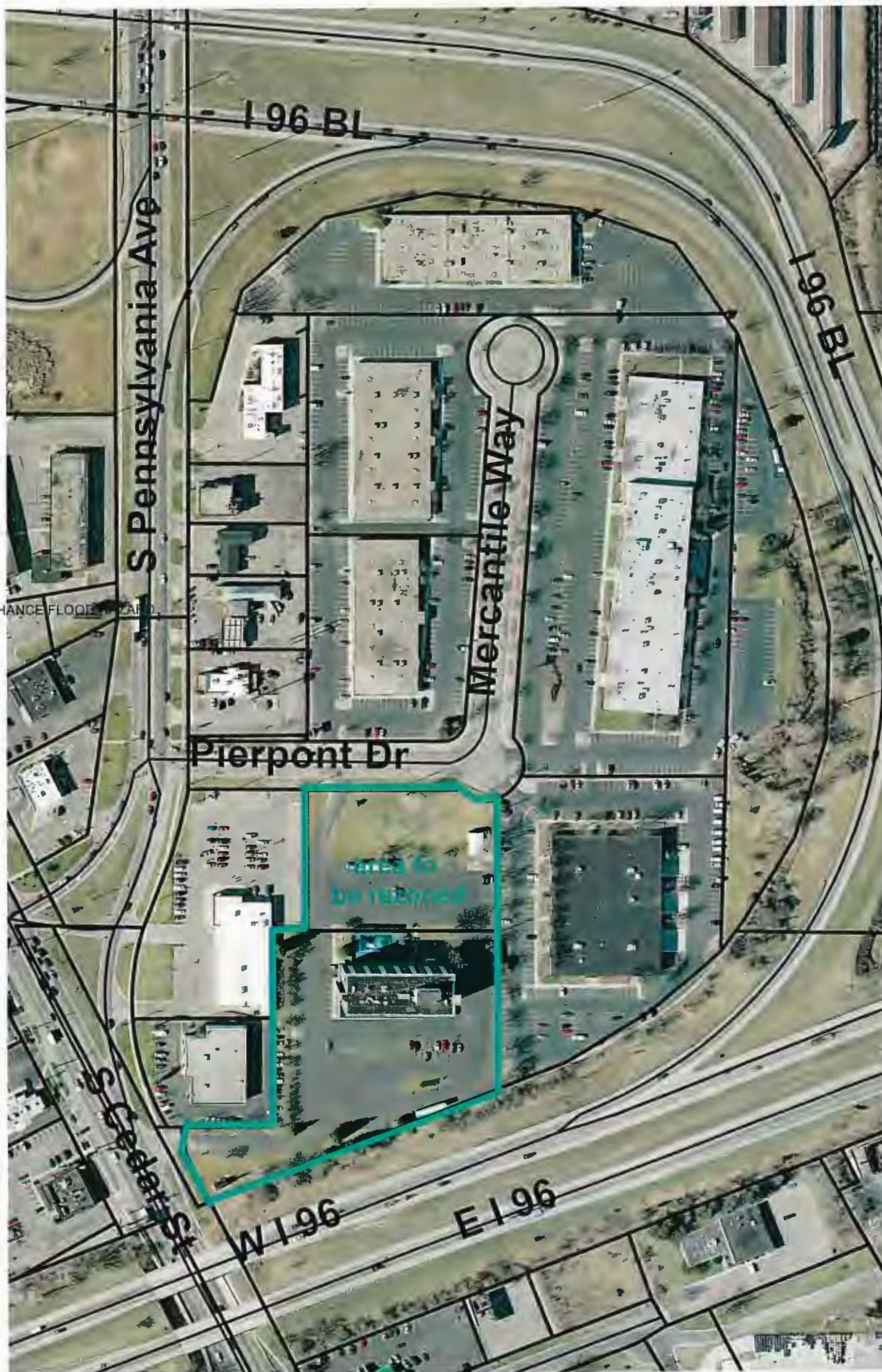
— roads_final

FEMA Flood Zones

Flood Zone

0.2 PCT ANNUAL CHANCE FLOODING (ACF)

-  A
-  AE
-  Tax Parcels



N



Legend

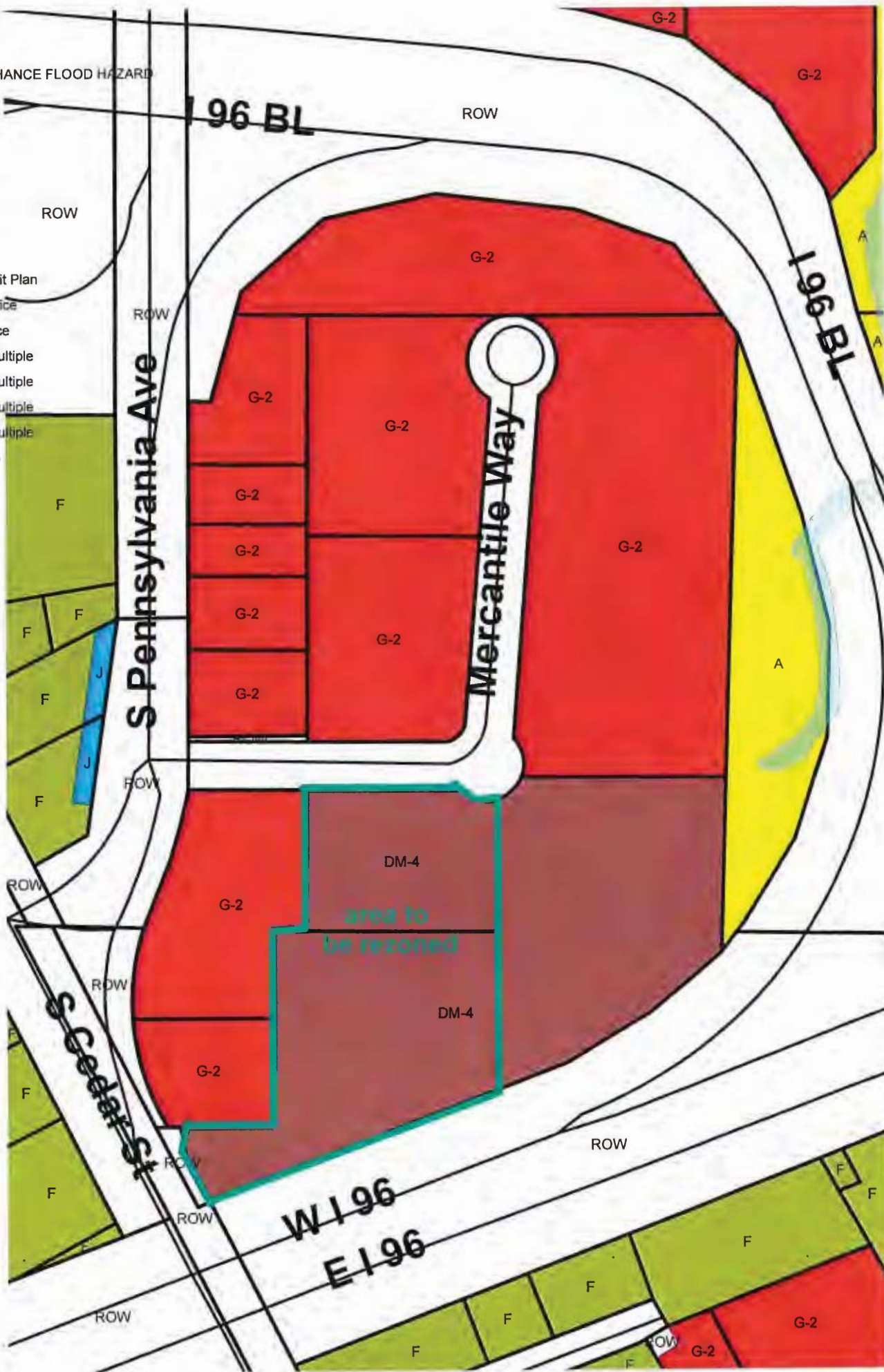
roads_final

FEMA Flood Zones

Flood Zone

0.2 PCT ANNUAL CHANCE FLOOD HAZARD

- A
- AE
- 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



CITY OF LANSING
NOTICE OF PUBLIC HEARING

Z-3-2018, 1030 & Part of 1048 Pierpont Street

Rezoning from “DM-4 Residential District to “G-2” Wholesale District

The Lansing City Council will hold a public hearing on Monday, , 2018 at 7:00 p.m. in Council Chambers, 10th Floor, Lansing City Hall, 124 W. Michigan Avenue, Lansing, Michigan to consider **Z-3-2018**. This is a request by AMERCO Real Estate Co. to rezone the property at 1030 Pierpont Street and the west, approximately 3.1 acres of the property at 1048 Pierpont Street from “DM-4” Residential to “G-2” Wholesale District. The purpose of the rezoning is to permit the subject property to be used for a self-storage facility and a truck/trailer sharing facility with related retail uses.

For more information, please call Lansing City Council at 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., Monday, 2018 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, City Clerk

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-3-2018

Parcel Number's: 33-01-05-10-176-211 & Part of 33-01-05-10-176-201

Address: 1030 & Part of 1048 Pierpont Street

Legal Descriptions: Lot 1 & the West 3.1 acres of Lot 2, Holiday Plaza Subdivision, City of Lansing, Ingham County, MI, from "DM-4" Residential 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 upon the expiration of seven (7) days from the date this notice of adoption is published in a newspaper of general circulation.

Celebrate CAHP's
newest home on
Lansing's Eastside:
231 Shepard!

Peek inside our newest project on the Eastside!



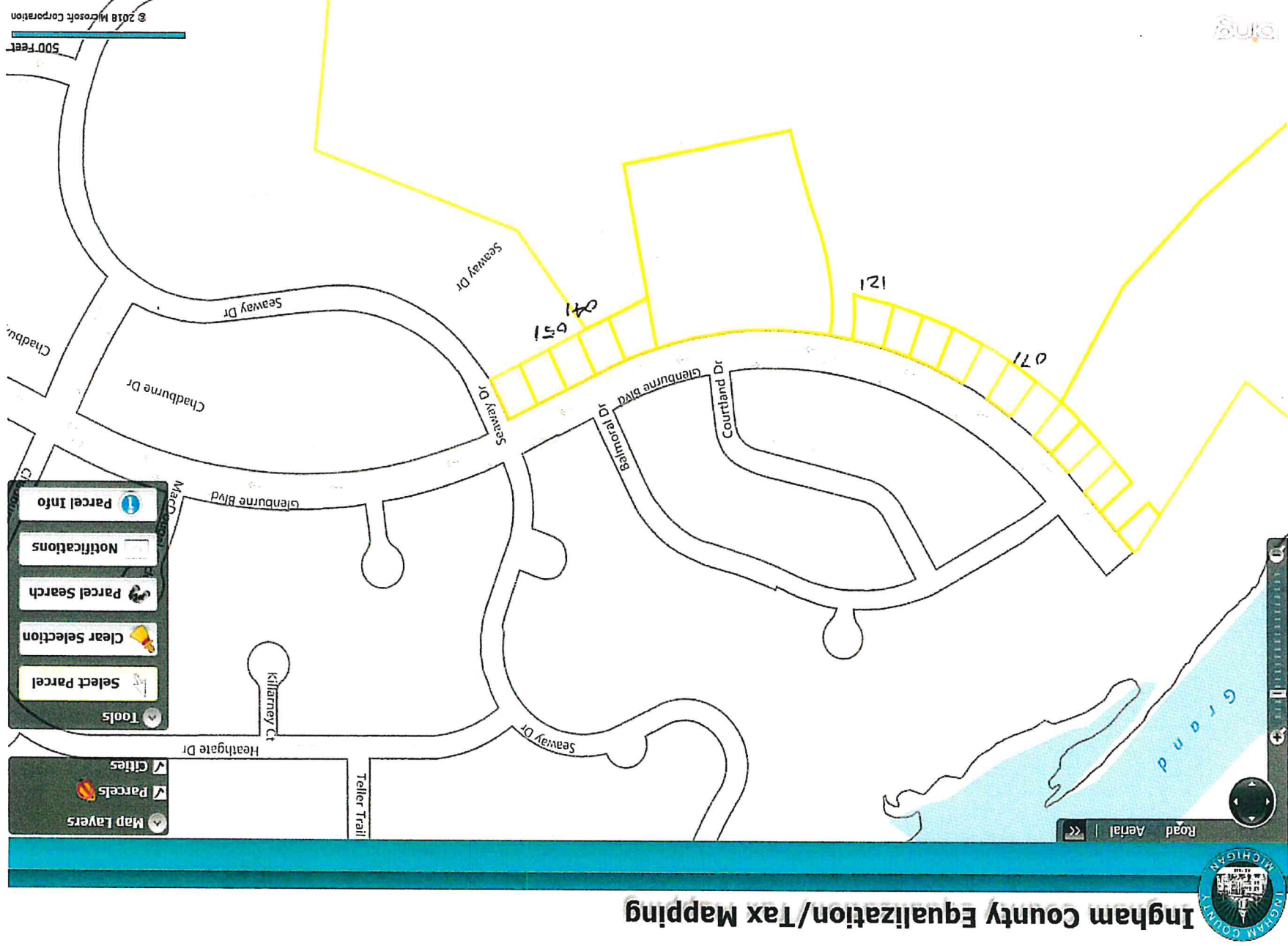
This gorgeous
3 bedroom, 1 1/2
bath, new construction
home is highly energy
efficient, and includes a
1-car garage, front porch
& back patio.



CAPITAL AREA
HOUSING
PARTNERSHIP

Questions? Contact Emma at
517.332.4663

Or Emma@capitalareahousing.org
www.capitalareahousing.org





Highlights

Capital Area Housing Partnership (CAHP) is proud of the positive differences we have made to the lives of residents of the mid-Michigan area over the past 25 years. Our work is possible because of the hard work and support of our communities, board, staff, volunteers and partners.

Investment in the preservation of 126 units of affordable rental housing at Deerpath Apartments, in East Lansing and 108 units at Marsh Pointe in Haslett

\$24.1 Million

230

Homeowners we've provided home purchase and/or rehabilitation assistance to in mid-Michigan

Investment in the development of 30 new senior apartments and commercial space designed to replace a neighborhood daycare at the previous Bailey School in East Lansing

\$8.6 Million

\$27,800,000

Estimated investment in affordable homeownership generated

4,786

Households assisted with financial/homebuyer education, foreclosure prevention, and/or pre-purchase counseling since 2005

Funds recovered for the 629 East Lansing families served by the VITA (volunteer income tax assistance) program hosted in 2016

\$742,000

Free Home Repair Classes

June 2018

RAISED GARDEN BED BASICS

Learn how to build your own 4x4 raised garden bed!

SAT. JUNE 16

10:00-11:00AM

KNOW YOUR HOME - PART 1

Hear from experts about exterior maintenance best practices for your home.

TUES. JUNE 19

6:00-7:00PM

KNOW YOUR HOME - PART 2

Hear from experts about interior maintenance best practices for your home.

TUES. JUNE 19

7:00-8:00PM

SENIOR DISCOVERY GROUP

Learn about home accessibility features at the Allen Neighborhood Center.

WED. JUNE 20

10:00-11:00AM



July 2018

INTRO TO POWER TOOLS

Power tool basics! Learn important safety tips and best practices.

TUES. JULY 17

6:00-8:00PM

DECK MAINTENANCE 101

Learn tips on how to care for your deck.

DATE TBD

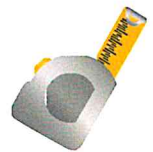
10:00-11:00AM

FENCE REPAIRS

Discover simple ways to fix your yard fence.

DATE TBD

11:00AM-12:00PM



REGISTER AT



www.capitalareahousing.org



1290 Deerpath Ln. East Lansing, MI 48823

WWW.CAPITALAREAHOUSING.ORG