

AGENDA

Committee of the Whole March 23, 2026 at 5:30 PM



Lansing City Hall, Tony Benavides Lansing City Council Chambers
124 W. Michigan Avenue, 10th Floor

To provide input or ask questions on any item that is listed on the agenda, members of the public may contact the City Council at city.council@lansingmi.gov or (517) 483-4177 prior to the meeting. To view the meeting live and participate in virtual public comment: <https://www.lansingmi.gov/1212/Council-Committee-Meetings>

Council Member Peter Spadafore, Chairperson
Council Member Trini Pehlivanoglu, Vice Chairperson

1. **Call to Order**
2. **Roll Call**
3. **Minutes**
 - A. March 9, 2026
4. **Public Comment on Agenda Items (Up to 3 Minutes)**
5. **Discussion/Action:**
 - B. RESOLUTION - Ballot Proposal; Act-4-2026, Sale of Lansing Shuffle Building, 325 Riverfront Dr.

Closed Session

- C. Pursuant to MCL 15.2638(c) of the Open Meetings Act, City Council will recess into closed session for strategy and negotiation sessions connected with the negotiation of a wage reopener pursuant to a collective bargaining agreement between the City of Lansing, and the Supervisory Unit of the Capitol City Labor Program as requested by the City.

Reconvene

Discussion/Action:

- D. RESOLUTION - Collective Bargaining Agreement; Capitol City Labor Program (CCLP) Supervisory Unit for the period covering July 1, 2022, through June 30, 2026
6. **Other**
 7. **Adjourn**

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

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MINUTES
Committee of the Whole
Monday, March 9, 2026 @ 5:00 p.m.
Tony Benavides Lansing City Council Chambers

CALL TO ORDER

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

Council President Spadafore stated to the public that they would be doing public comment different tonight, allowing people to sign up until they get to the *Public Comment* section on the agenda.

PRESENT

Councilmember Tamera Carter
Councilmember Jeremy Garza
Councilmember Adam Hussain
Councilmember Ryan Kost- excused
Councilmember Clara Martinez
Councilmember Deyanira Nevarez Martinez
Councilmember Trini Pehlivanoglu
Councilmember Peter Spadafore

OTHERS PRESENT

Sherrie Boak, Council Staff
Greg Venker, City Attorney
Lisa Hagen-Lawrence, City Attorney
Mark Lawrence, Mayors Office
Derek Melot, EOCC
Caitlin O'Rourke
Shelbi Frayer
Heather Shawa, LBWL
Scott Taylor, LBWL
Loretta Stanaway

Minutes

MOTION BY COUNCIL MEMBER PEHLIVANOGLU TO APPROVE THE MINUTES FROM FEBRUARY 23, 2026 AS PRESENTED. MOTION CARRIED 7-0.

Council President Spadafore noted that they have moved public comment to after presentations, then take any actions after public comment on some items.

Presentation

Elected Officers Compensation Commission Process- Commission Chairperson Derek Melot
Mr. Melot explained his service on the Commission, an outline of what the EOCC is and their decisions on compensation for elected officials for the City of Lansing. The Commission

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meets in February and has a decision due in 45 days, members of Commission are confirmed by Council. This Commission has met since the beginning of February, and during the time so far they have looked at the union contracts, comparison back to 1991 on the elected officials coming up with:

Inflation Consideration Details

Mayor

1991 = 71,950

Inflation to 12/25 = 173,222

Actual 12/25 = 148,112

Clerk

1991= 46,300

Inflation to 12/25 = 111,469

Actual 12/25 = 123,600

Council Prez

1991 = 12,877

Inflation to 12/25 = 31,001

Actual 12/25 = 30,730

Council VP

1991 = 12,877

Inflation to 12/25 = 31,001

Actual 12/25 = 28,999

Council Member

12,877

Inflation to 12/25 = 31,001

Actual 12/25 = 28,147

Council Member Hussain asked about any efforts to solicit public input. Mr. Melot stated they have not solicited any public meetings, and they do follow the OMA and attendance by the public seems sporadic. What they have seen in the past, is the public sometimes sees this as a performance evaluation, but it is an HR evaluation. Council Member Hussain asked about the benchmarks; similar sized cities, and asked if they have looked at this year. Mr. Melot stated that HR does provide the comparison breakdowns, per form of government; strong mayor similar to the City of Lansing. With the data they have gotten this year, Lansing falls in the middle. Council Member Hussain asked if someone wants to attend, and Mr. Melot stated their next meeting is this Thursday, 3/12 at noon.

Council Member Nevarez Martinez asked about the analysis of similar cities, and if they look into if those communities have council staffing to handle some of their constituent work. Mr. Melot stated they do not break it down by staffing.

Council Member Spadafore reminded the public the Commission has to propose their report, and Council has 30 days to reject it for it not to come into effect. Mr. Melot noted that at the end of the process, the Commission will submit 3 letters of determination so each could rest on its own; Council, Clerk, Mayor.

Ms. O'Rourke is not present at this time and will be moved later in the meeting.

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Board of Water & Light Annual Audit for Fiscal Year Ending June 30, 2025

Council Member Pehlivanoglu stepped away from the meeting at 5:14 p.m.

Mr. Taylor, CFO, and Ms. Shawa presented on the audit that was completed on October, 2025.

Council Member Pehlivanoglu returned to the meeting at 5:15 p.m.

Mr. Taylor referred to the most recent audit in the packet, conducted by Baker Tilly, and they received an unmodified audit, and a clean audit and they met their bond requirements. Mr. Taylor referenced the packet pages 19-20 on the summary, the revenue, and energy generated. Regarding their defined plan at 122% funded and their retirement plans are doing well.

Council President Spadafore asked about the \$9 million net operating/profit, compared to \$27 million after a rate increase that was controversial, and asked to explain maintaining reliability and affordability. Mr. Taylor acknowledged that they do need to generate a return to reinvest in the infrastructure.

Appointment Interview- Elected Officers Compensation Commission Vacancy – Caitlin O'Rourke

Ms. O'Rourke summarized a little about herself, and why she has an interest in serving on this Commission, where she serves on other boards.

Council Member Hussain asked about the date on the application, which was 2025, and she stated that was an error, it was 2026.

Council Member Hussain asked about her employer and if they fund raise for political aspects and Ms. O'Rourke they work for the non-profits.

New Hope Community Center – The Nest; 332 S Townsend – SLU 2-2026 Z-2-2026- Shelbi Frayer

Council President Spadafore stated she is here because there were some questions on this and they did not want to have a hearing and vote the same night without giving Council a chance to ask questions.

Ms. Frayer went through a packet in the meeting on the property and the applications. She summarized the recent happenings, the map location in relation to other homeless shelters. Ms. Frayer spoke on partnerships with other shelters on day services, and their new proposed site that is across the street from City Rescue, Reutter Park, Cata and library. This moving day services from 8-5, and it is critical to have those day services.

Council President Spadafore took a brief pause to encourage any public to speak they should sign up before public comment on the agenda.

Council Member Garza asked if day services were strictly for veterans and family, and Ms. Frayer stated it is open for everyone.

Council Member Hussain asked if there will be a closure time in transition, and Ms. Frayer stated that anyone seeking shelter will have a shelter in the transition. Council Member Hussain asked about the medical services and who provides. Ms. Frayer stated McLaren Medical mobile clinic comes out twice a week. Council Member Hussain asked about previous reductions of services from New Hope, and asked what the future funding sources are. Ms. Frayer stated that for years Holy Services subsidized New Hope, but in this case this

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is a smaller site and operational efficiencies, able to manage grants better, running more efficiently. This is a heavy grant based non-profit, and hopeful loss of funds to not happen, so they are putting things in place so not to run into issues.

Council Member Carter referred back to overnight shelter for veterans, and asked if there are other wrap around services or partnerships. Ms. Frayer stated the grant is through the VA, and there are milestones that each veteran has to meet.

Council President Spadafore stated the public hearing will be March 23rd .

Public Comment –

Ms. Stanaway asked about what will happen with the building on Larch that New Hope is leaving, secondly regarding on the EOCC presentation, and how they have evaluated how wages of the public have kept up with inflation, and lastly with the Deep Green for public hearing on ACT and Conditional rezoning she asked for more time before a vote. She spoke in opposition to conditional rezonings; historical data on Deep Green properties, the background on the 3rd party of the group managing the fuel cells.

Discussion/Action

RESOLUTION – Appointment; Caitlin O'Rourke; At Large Member of the Elected Officers Compensation Commission; Term to Expire October 1, 2027

MOTION BY COUNCIL MEMBER PEHLIVANOGLU TO APPROVE THE RESOLUTION WITH THE APPOINTMENT OF CAITLIN O'ROURKE AS AT LARGE MEMBER OF THE EOCC. MOTION CARRIED 7-0.

RESOLUTION – Designation of Baker Tilly as the Lansing Board of Water and Light External Auditor

Ms. Shawa and Mr. Taylor spoke on the auditor selection process, and since City Charter deems the BWL auditor be confirmed by the City Council, it is now in front of Council. In the process they reach out to multiple firms, do a RFP and part of their vendor platform. They received 3 bidders and evaluated on 20 criteria points. Because they are the current auditor they have been informed if they are awarded they will have to rotate their principal auditor and the confirmed.

MOTION BY COUNCIL MEMBER PEHLIVANOGLU TO APPROVE THE RESOLUTION ACCEPTING THE RECOMMENDATION FO THE LBWL BOARD OF COMMISSIONERS FOR BAKER TILLY AS THEIR EXTERNAL AUDITOR. MOTION CARRIED 7-0.

RESOLUTION – Operating Agreement; Lansing Entertainment and Public Facilities Authority (LEPFA)

Mr. Venker stated this is an extension of the operating agreement to extend the duration with LEPFA with ASM Global(now Legends Global), the City Market formally pulled, Groesbeck is added, and they have the ability to market naming rights not already named sites.

Council Member Hussain asked what agreement have they managed. Mr. Venker stated that LEPFA has been managing Groesbeck. They also have added the ability to market the naming rights, and the City has the authority to veto the naming.

MOTION BY COUNCIL MEMBER PEHLIVANOGLU TO APPROVE THE AMENDMENT OPERATING AGREEMENT WITH LEPFA. MOTION CARRIED 7-0.

PLACE ON FILE – Boards and Commissions Term Expiration Report

Council President Spadafore stated this was before Council per the Charter 5-103.4, and Mr. Lawrence is present for questions.

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Council Member Pehlivanoglu asked if when the referrals for the expired positions on June 30 will be expected. Mr. Lawrence stated the deadline would be third week in May, but did not have the date now, but would get.

Council Member Hussain asked about those that expire, do they reach out to see if they want to continue to serve, and Mr. Lawrence confirmed they do. Council Member Hussain asked what do they do internally if someone wants to continue. Mr. Lawrence stated it is up to the Mayor's discretion, look at the applications that are sitting, how long that person has served, if they want to continue they take that into consideration, but a lot is up to the Mayor. Council Member Hussain asked if they choose not to reappoint, how is that communicated. Mr. Lawrence stated they will be communicated directly via the Mayor or staff.

Council Member Nevarez Martinez noted there are 9 vacancies in Ward 2 coming up in June, and asked how are they recruiting those. Mr. Lawrence stated they will use their website, through neighborhoods, some people will write in or call on a matter and they will put those on a list for future. Council Member Nevarez Martinez invited them to the Ward 2 meetings are speak, and he acknowledged.

Council Member Carter asked if they thought about attending the neighborhood meetings, and Mr. Lawrence acknowledged. Council Member Carter asked for updated applications, and Mr. Lawrence acknowledged that the new charter does require new applications for reappointments.

MOTION BY COUNCIL MEMBER PEHLIVANOGLU TO PLACE ON FILE. MOTION CARRIED 7-0.

RESOLUTION - Budget Amendment; Fiscal Year 2025-2026 Second Quarter

Mr. Brower summarized their process over the year on looking at revenue and expenditures to look at differences in the underlying operating from the original. In this resolution tonight, there is a change per the completion of the audit and year to date reports; expecting changes in the OPIOD interest revenue, additional funds, revenue sharing, road funding changes in State budget changes, grants from Department of Justice to hire police officers combined with State revenue sharing funds. The document reflects the pension compensation based on the actuary request for contribution increase, and having the funding available from increased income taxes this was set aside to make that payment. With the local street funding and changes in State structure, they would expect \$6 million which will allow to catch up on needs in the city. They are currently evaluating when there funds will arrive, and the effect of the State bill took effect 3 months into the City fiscal year, and in January when new taxes came into effect the City will see the new increases distributed to local governments. In summary, he noted the available resources to address challenges as they occur.

Council President Spadafore spoke briefly on the disaster contingency fund, and the Code Blue funds came in higher, and asked if there is something that defines what the disaster contingency can be used and if this built in. Mr. Brower stated that is I the Michigan language on Chart of Accounts, used for planning and response to natural and man made disasters. He noted that Code Blue would be eligible for these funds, and they have carried forward basic needs funding.

Council Member Garza asked about the federal grant and 3 years for public safety revenue and is that enough funds to keep those officers on for those years. Mr. Brower explained the funds would be for 4 years, with limited funding from the State and Federal funding. So the City is combining the two sources of funding to stretch it out and build it into the City budget, but each year incremental \$250,000 above what contributed the previous year. The hope is to

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have this built in for the 6 officers. This is 15% for advance peace, and 38% other funding and 46% state and federal funding, providing 6 years of operations.

MOTION BY COUNCIL MEMBER PEHLIVANOGLU TO APPROVE THE RESOLUTION FOR THE BUDGET AMENDMENT 2ND QUARTER FOR FY 2025-2026. MOTION CARRIED 7-0.

RESOLUTION -Set public Hearing; ACT-7-2025; Sale of City Property; Lot 49, 200 Block S Cedar Street

Mr. Venker stated ACT was unchanged, the agreement now includes the project will comply with the noise ordinance, and will not be eligible for any exemption for industrial zone or industrial use. Language was added for penalty if they did not hit the employment in the agreement; 18 FTE once up an running, and now there is a financial penalty if they do not have those 18, that they would pay to the City. There is a reference to the Lansing Building Authority as an interested party, because when doing title work, all records shows the City owns, but there was a taking of domain on the southern lot by the Lansing Building Aiuthroity and they are aware and have agreed to transfer to the City. Once the by-sell is approved, the language says the Building Authority will work with the title company to provide the language to hand over.

Council Member Nevarez Martinez asked if this was vacant before parking lot. Mr. Venker stated in 1990 the City was taken for the purpose of a parking lot. In 2008 it was purchased for two parking lots.

Council Member Hussain asked if there is any inclusion of green space, parks, public art. Mr. Venker stated that because of where it is, there is not a specific description of green space or art, but that they shall comply with DT-3, regarding screening the building will be built close to the property lines, there are a few rows of trees. Council Member Hussain noted that at the past meeting the appraisal was 2003, and asked for a formal market sales comp. Mr. Venker stated that there has not been an informal appraisal, and by observation of \$1.4 million for two parking lots is high, and he could look into that and get back to Council.

MOTION BY COUNCIL MEMBER PEHLIVANOGLU TO SET A PUBLIC HEARING FOR ACT-7-2026 FOR MARCH 23, 2026. MOTION CARRIED 7-0.

Council President Spadafore confirmed that there is an option for the proposed vacant building of New Hope, and Ms. Frayer confirmed.

RESOLUTION – Introduce and Set Public Hearing; Z-3-2026; Conditional Rezoning; 220 S Larch Street and 3 adjoining parcels on E. Kalamazoo St and S Cedar St., Conditional Rezoning from DT-3 Urban Core to Ind-1 Industrial

Mr. Venker stated the only change is the applicant and who is offering the conditions. The conditions match to the project and offers City of Lansing as owners of parcels, Gillespie as owners, and letter of support of those conditions by the potential. The City is added as co-applicant, and otherwise materials are the same.

MOTION BY COUNCIL MEMBER PEHLIVANOGLU TO APPROVE THE RESOLUTION TO SET THE PUBLIC HEARING FOR Z-3-2026 FOR APRIL 6, 2026. MOTION CARRIED 7-0.

OTHER

No other topics.

Adjourn

The meeting adjourned at: 6:18 pm

Respectfully Submitted by,

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Sherrie Boak, Recording Secretary, Lansing City Council
Approved by the Committee

**Act-4-2026, 325 Riverfront Drive, Lansing Shuffle.
Sale of Property**

This is a request to place the question of sale of the building known as Lansing Shuffle, at 325 Riverfront Drive on the August 4, 2026 election ballot and to review the proposed sale of City-owned real property.

The current existing parcel includes Rotary Park in addition to the building, but the park is not part of the sale. The subject parcel is dedicated park land. As such, the question to sell must be decided by the electors of Lansing during a general or special election. Because Lansing Shuffleboard LL LLC requested to purchase the property, as outlined in the signed lease agreement, the City is obligated to begin the process to place the question of selling the property on the August 4, 2026 primary election ballot.

The parcel must be split prior to sale to separate the building and the park property. The building as part of the proposed parcel conforms with all zoning requirements of the zoning ordinance and will not be made legally nonconforming by a split, if approved. There is no parking requirement in the DT-3 district.

During agency referral various comments were made regarding utilities, various easements, and the public use of the building. These items will have to be determined during the sale agreement process.

City departments have stated that the building is not necessary for any City event, programming, function, operation, or storage, there is no public need for the building.

Following the August 4, 2026 election, the City and the applicant will enter into a sale agreement that will be subject to a public hearing at the City Council and a final vote of City Council.

City Planning and Zoning Office staff recommended approval of placing the question of the sale on the August 4, 2026 ballot and in support of the sale of the building known as Lansing Shuffle at 325 Riverfront Dr. on the basis that the proposed parcel is not necessary for city operations and to return City-owned property back to the tax rolls and to reduce the financial expenses of the City.

At the public hearing held by the Planning Commission on March 3, 2026, one individual, general manager for Lansing Shuffle spoke in support, and one individual spoke in opposition of the request.

At the same meeting, a motion to approve the request was carried unanimously by a vote of 7-0.

Act-4-2026, 325 Riverfront Dr., Sale of Real Property - STAFF REPORT

An Act 33 Review is a planning level review of the **location, character, and extent** of public improvements and City property transactions. Act 33 Reviews are conducted by the City of Lansing pursuant to the provisions of the Michigan Planning Enabling Act (P.A. 33 of 2008) and Section 208 of the Lansing Code of Ordinances.

APPLICANT: Lansing Shuffleboard LL LLC

PROPOSAL: Sale of Real Property, dedicated park land

PARCEL(S): 325 Riverfront Dr. PID # 33-01-01-16-253-002

CURRENT OWNER(S): City of Lansing, Parks and Recreation Department
124 W Michigan Ave.
Lansing, MI 48933

EXISTING LAND USE & ZONING Use: Park land, food hall restaurant (Lansing Shuffle)
Zoning: DT-3 Downtown Core

PROPERTY SIZE AND SHAPE: Irregular, 3.74 acres total
Building: 11,120 square feet
Proposed property for sale: 28,750 square feet, 0.66 acres

SURROUNDING ZONING & LAND USE North: DT-2; multi-family apartment
East: DT-3; multi-family apartment
South: DT-3; convention center, Lansing Center
West: DT-3; Grand River, offices

ANALYSIS

BACKGROUND:

The City of Lansing proposes to sell a portion of the property at 325 Riverfront Dr. which currently hosts the building known as ‘Lansing Shuffle’. The current existing parcel includes Rotary Park in addition to the building, but the park is not part of the sale. The subject parcel is dedicated park land. As such, the question to sell must be decided by the electors of Lansing during a general or special election. Because the applicant requested to purchase the property (detailed herein), the City is obligated to begin the process to place the question of selling the property on the August 4, 2026 primary election ballot.

Charter and Ordinance language require voter authorization of selling any park property. Voter approval of the ballot question does not obligate the City to any specific buyer or any specific deal.

The Parks Board is scheduled to review the question of placing the proposal on the ballot at their March 11, 2026 meeting. Planning Commission is reviewing the question of the sale as part of the established Act 33 review process.

In the mid-late 1970s the land was cleared and greenspace established. The current building opened in January 2010, replacing the original Lansing City Market that was at the southwest corner of E Shiawassee St. and N Cedar St. While originally serving as a farmer’s market with tens of merchants, the building closed in 2019 and the site was transitioned to a food court with dedicated restaurant vendors and shuffleboard courts over the course of 2021-2022 with a grand opening in January 2023. Before Lansing Shuffle came, the building was managed by the Lansing Entertainment and Public Facilities Authority (LEPFA), and operated at a loss since its opening, necessitating a general fund subsidy.

Terms of the lease agreement, first signed in 2021, state that the lessee has the option to request the City to initiate Charter and Ordinance processes to sell the building and premises (area as defined in the agreement as amended. See aerial) “after taxes have been captured to repay all eligible activities described in subsection 6.(a) of the agreement and subsequently listed in Exhibit B and as depicted in Exhibit C of the lease agreement, but in no event prior to the third full year of the Lease Term”.

These eligible activities covered the necessary construction and kitchen work to convert the building into the Lansing Shuffle.

The final sale price is determined by an appraisal of the building and premises prior to the improvements detailed in the agreement, and increasing by the total contribution of public funds either in the form of City payments or captured tax dollars with return on equity.

25 parking spaces immediately west of the building will remain with the park property and be subject to normal parking fares. An easement of the portion of parking lot north and east of the building shall be granted to the City as part of the Fourth Amendment to the Lease Agreement in 2022.

With a stable business tenant established, the Administration supports the sale of the building to Lansing Shuffle. As the building is not necessary for any City event, programming, function, operation, or storage, there is no public need for the building.

LOCATION:

The proposed parcel of the subject property is along the north of Riverfront Dr. east of the Grand River and west of N Cedar St. This area is part of the Stadium District. The area was designated as the DT-3 Downtown Core zoning district to permit redevelopment with the greatest density and mix of uses. The building as part of the proposed parcel conforms with all zoning requirements of the zoning ordinance and will not be made legally nonconforming by a split, if approved. There is no parking requirement in the DT-3 district.

CHARACTER:

The Lansing Shuffle building is essentially commercial in character and not connected to a typical parks or City function/operation.

The proposed parcel of the subject property is approximately 0.66 acres, or 28,750 square feet, of which the building covers 11,120 square feet. The area includes the new addition used for shuffleboard courts and the patio area immediately west of the building. A portion of the driveway and pavement east of the building is included, for which an easement will be retained by the city for access as required.

EXTENT:

The extent of the proposed sale is a portion of 325 Riverfront Dr., covering only that section of the Lansing Shuffle building and adjacent land, totaling 0.66 acres. If the question to sell the land is approved by Lansing voters, the City will enter into sale agreement with Lansing Shuffle which will be subject to a public hearing at City Council and ultimately voted on by Council.

The parcel must be split prior to sale. If approved, the property will return to the tax rolls with the more productive land use captured. An estimate by the City Assessor predicts that the annual property tax will exceed the current annual rent paid by the applicant.

Parks operations and an existing agreement with River Town Adventures will not be impacted by the proposed sale.

Due to the proposed boundary of the proposed parcel an easement will have to be created so that the Lansing Shuffle is not inadvertently land-locked by the existing boundary of the park property,

AGENCY REFERRALS

Lansing Board of Water and Light (BWL)

- No comment received.

Public Service Department:

(Andy Kilpatrick, Director)

- Any utilities in the building that serve City assets would need to be addressed by new owner. These could include electric that feeds signs or lighting in the trail/park area, gas for the outdoor fireplace, communications for cameras, etc.
- Riverfront Drive is now an Act 51 local street, which should resolve the issue surrounding the parcel being land locked, however, an access agreement would be needed for the EV charging station at the north end of the parking lot, or this would need to be removed.
- New owner would also need a maintenance easement from the City to maintain the retaining wall on the west side of the property, and possibly a permanent easement for the foundation of this wall, if it crosses the proposed property line.

Act-4-2026, 325 Riverfront Dr., Sale of Real Property - STAFF REPORT

(Brian Hight, Engineer)

- An Easement or license agreement would be needed for the sanitary sewer connection from the building to the City sanitary sewer.
- The City has a 24” stormwater main that runs west from Cedar Street and near the south side of the building, which will require an easement. Note the screenshot included below taken from CityWorks.
- Roof and surface drains of the Lansing Shuffle building run to a City-owned storm sewer, which may require an easement.
- Any redevelopment of the property would result in a review of the site stormwater plan and design.

Lansing Assessor’s Office

(Jennifer Czeiszperger, Director)

- The estimated taxable value would be \$360,000 which results in approximately \$28,900 in annual taxes.

Parks and Recreation Department

(Brett Kaschinske, Director)

- The sale of this property would be supported by Parks [Parks and Recreation Department].
- Parks and Recreation has had a good relationship with Lansing Shuffle and the programs and events there have helped to activate Rotary Park and the Lansing River Trail.
- We would need to negotiate utilities that for Rotary Park are still connected to the building. Having restrooms that are accessible to the public year-round in the building would also be a request.

EDP – Building Safety Office

- *(Jon Snyder, Manager)* No objection.

EDP – Development Office

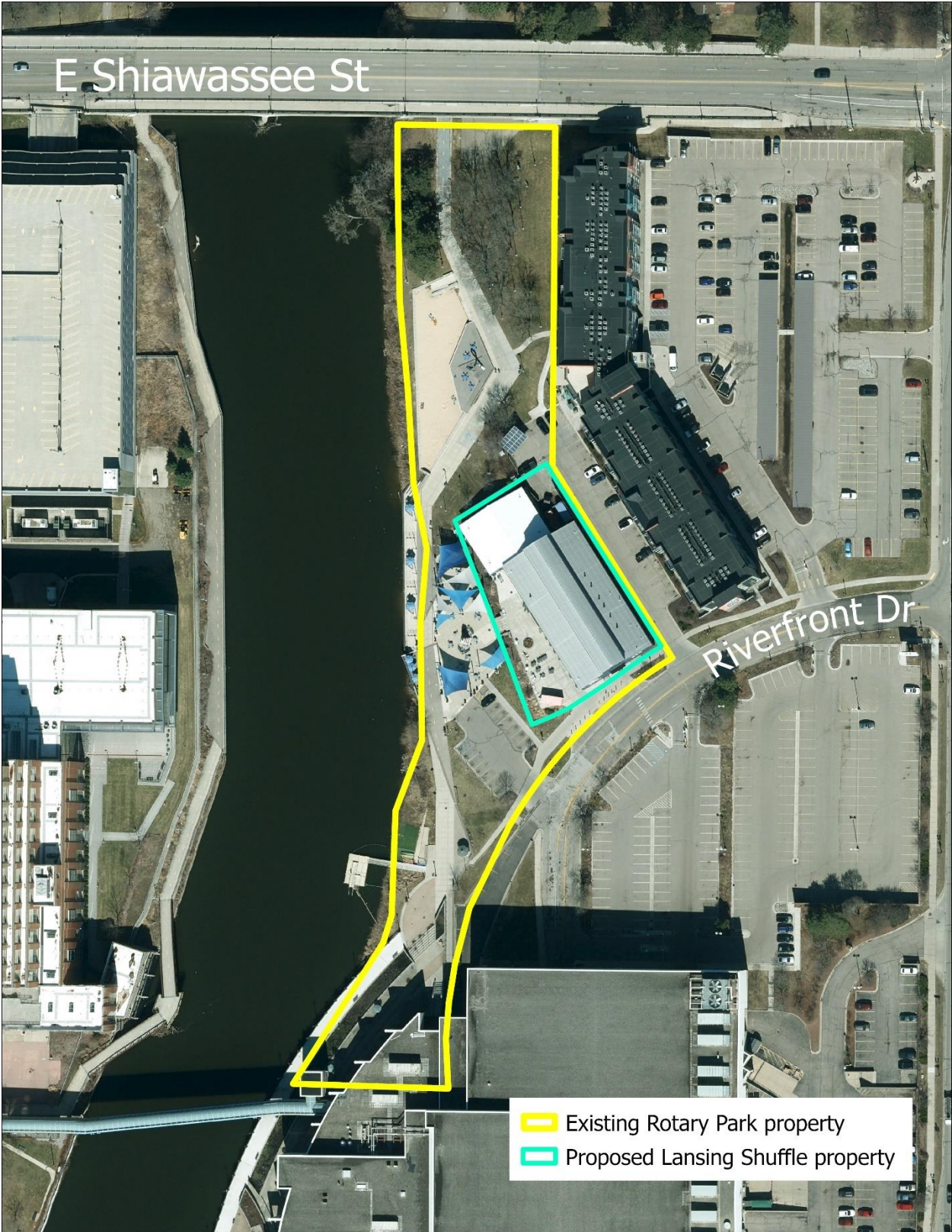
- *(Erin Buitendorp, Manager)* No objection.

STAFF RECOMMENDATION

Staff recommends approval of Act-4-2026, as proposed, on the basis that the proposed parcel is not necessary for city operations and to return City-owned property back to the tax rolls and to reduce the financial expenses of the City.

**Respectfully submitted,
Andy Fedewa, Planner**

Aerial:



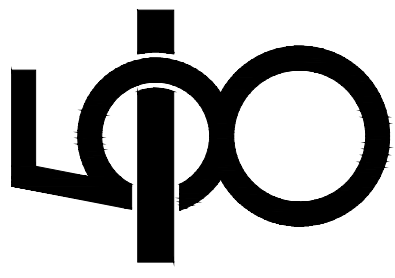
Act-4-2026, 325 Riverfront Dr., Sale of Real Property - STAFF REPORT

Streetview: (looking northeast, February 2026)



Interior:





FIVE - EIGHTHS

2521 WOLCOTT STREET
FERNDALE - MI -
48220
313 - 936 - 0835
INFO@FIVE-EIGHTHS.COM

LANSING SHUFFLE
325 CITY MARKET DRIVE - LANSING - MICHIGAN -
48912

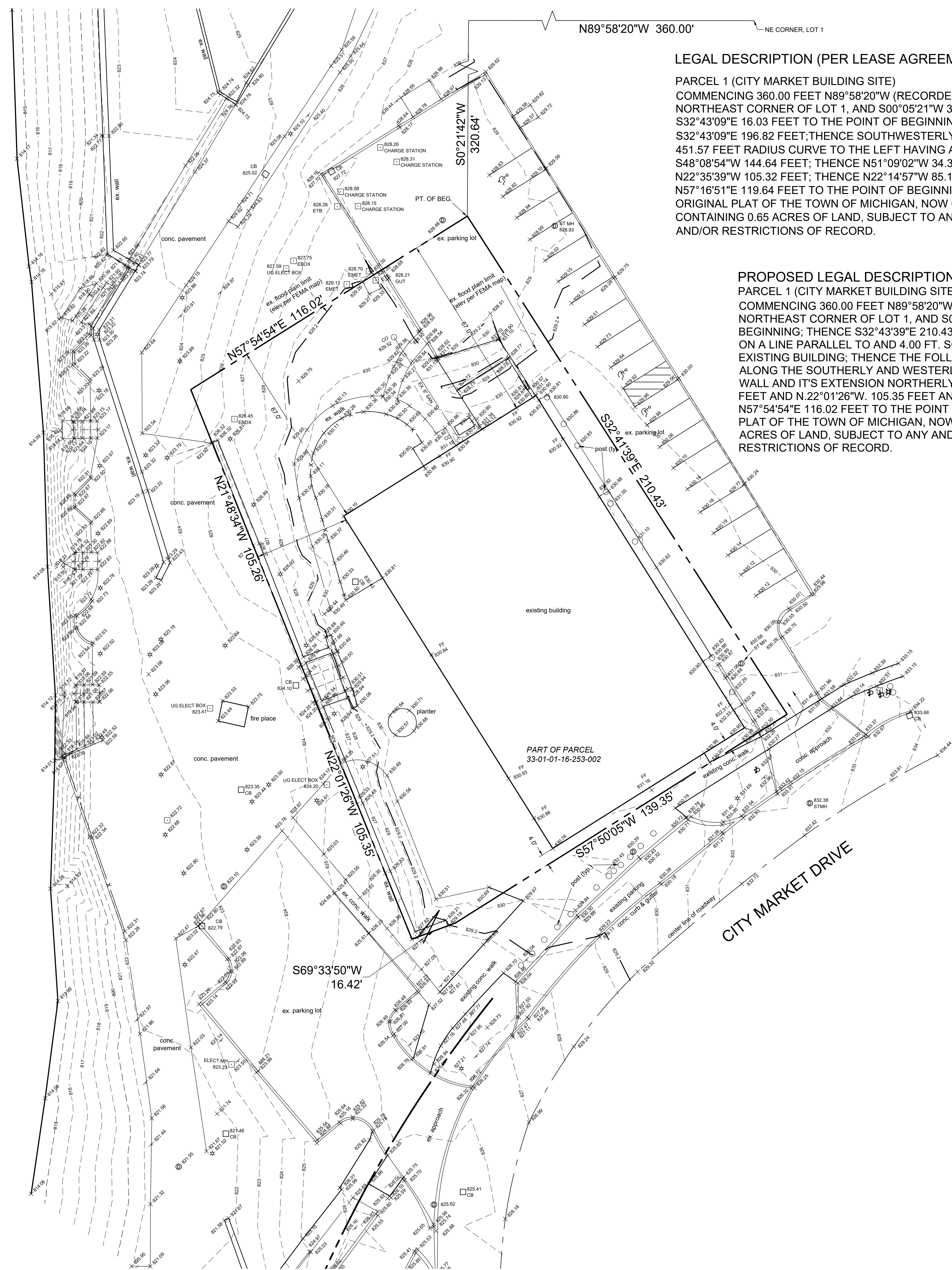
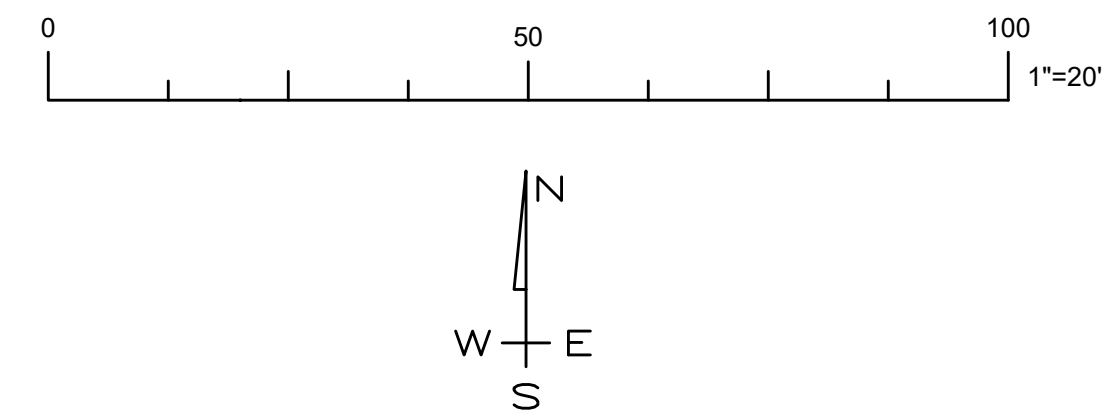
EXISTING CONDITIONS

PERMIT DRAWINGS - PHASE 1



PROJECT ISSUE DATE:
SITE PLAN REVIEW:
10 / 12 / 2021
PERMIT DRAWINGS - PHASE 1:
11 / 24 / 2021
LEASE AREA REV. - PHASE 1:
03 / 07 / 2022

C/
1.00
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LEGAL DESCRIPTION (PER LEASE AGREEMENT)

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

PROPOSED LEGAL DESCRIPTION

PARCEL 1 (CITY MARKET BUILDING SITE)
COMMENCING 360.00 FEET N89°58'20"W (RECORDED AS WEST) OF THE
NORTHEAST CORNER OF LOT 1, AND S00°21'42"W 320.64 FEET TO THE POINT OF
BEGINNING; THENCE S32°43'39"E 210.43 FEET; THENCE S 57°50'05"W 139.35 FEET
ON A LINE PARALLEL TO AND 4.00 FT. SOUTH OF THE SOUTH FACE OF THE
EXISTING BUILDING; THENCE THE FOLLOWING 3 COURSES AND DISTANCES
ALONG THE SOUTHERLY AND WESTERLY FACE OF A CONCRETE RETAINING
WALL AND IT'S EXTENSION NORTHERLY AND EASTERLY: S.69°33'50"W. 16.42
FEET AND N.22°01'26"W. 105.35 FEET AND N. 21°48'34"W. 105.26 FEET; THENCE
N57°54'54"E 116.02 FEET TO THE POINT OF BEGINNING; BLOCK 245, ORIGINAL
PLAT OF THE TOWN OF MICHIGAN, NOW CITY OF LANSING, CONTAINING 0.66
ACRES OF LAND, SUBJECT TO ANY AND ALL EASEMENTS AND/OR
RESTRICTIONS OF RECORD.

GRAND RIVER

CITY MARKET DRIVE

PART OF PARCEL
33-01-01-16-253-002

CIVIL & SURVEY
Mason Browns Associates
2708 Bride Road
Bloomfield Hills, MI 48304





ACT 33 REVIEW APPLICATION

CITY OF LANSING
PLANNING OFFICE

Reset Form

Print

FILE NUMBER: ACT-_____

DATE SUBMITTED: 2/13/2026

Applicant: Lansing Shuffleboard LL LLC

Address (including zip code): 31196 Churchill Dr, Beverly Hills 48025 (check registered address)

Phone number: 248-854-8005

Fax number: _____

Email: _____

Interest in Property:

- Owner, Represent owner, Option to buy

Other: _____

If applicant of not the owner, or if there is more than one owner, provide the following information (attach additional sheets if necessary):

Name of owner(s): City of Lansing

Address (including zip code): 124 W Michigan Ave, Lansing MI 48933

Phone number(s): 517-483-4066

Fax number: 517-483-6036

Email: _____

SUBJECT PROPERTY GENERAL INFORMATION:

Address (if any): 325 Riverfront Dr, Lansing MI 48933

Location description: Lansing Shuffle, former Lansing City Market building

Permanent parcel #: 33-01-01-16-253-002

Legal description (see note below): PARCEL 1 (CITY MARKET BUILDING SITE) COMMENCING 360.00 FEET N89°58'00"W (RECORDED AS WEST) OF THE NORTHEAST CORNER OF LOT 1, AND S00°21'42"W 320.64 FEET TO THE POINT OF BEGINNING; THENCE S32°43'39"E 210.43 FEET; THENCE S 57°50'05"W 139.35 FEET ON A LINE PARALLEL TO AND 4.00 FT. SOUTH OF THE SOUTH FACE OF THE EXISTING BUILDING; THENCE THE FOLLOWING 3 COURSES AND DISTANCES ALONG THE SOUTHERLY AND WESTERLY FACE OF A CONCRETE RETAINING WALL AND ITS EXTENSION NORTHERLY AND EASTERLY: S 60°33'00"W 16.42

Applicant's proposal: To purchase the property.

REQUESTED ACTION: (please check one)

City Acquisition of Property

Street or Alley Closure

City Sale of Property

Vacation of R.O.W

Significant Change of Use of City Property

Other: _____

What positive impacts (if any) will occur as a result of approving this proposal?

for the owner, we will have a Lowered annual debt payments, Strengthening the business. Thus, allowing for financial security.
For the city, this will uncap the tax on the property.

What negative impacts (if any) will occur if this proposal is not approved?

Debt structures for Leased property have accelerated amortization schedules. this has put a strain on cash flow. purchasing the property opens the business up to more sustainable terms allowing for long term success on the riverfront.

What negative impacts (if any) will occur as a result of approving and implementing your proposal?

selling the property will open the property up to property taxes, which is a net positive to the city. It will be an increase to costs to the buyer, however, it will result in a net saving against the decreased debt service.

Please fill out this application **COMPLETELY** and make sure that the following items are included:

Maps describing proposal. Maps should be readable and drawn to a specific scale.

Any other materials, brochures, pictures, etc. which will further explain the proposal.

NOTE:

If the action applied for will result in transfer of legal title from the City to the applicant or another or if the City otherwise requires, the applicant agrees to provide at the applicant's expense:

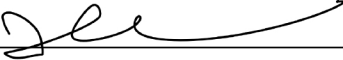
- A certified legal description
- Title insurance
- An appraisal
- An environmental report for the property

or to pay for same at closing, whichever the City determines.

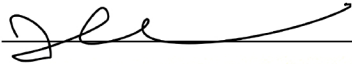
FEES:

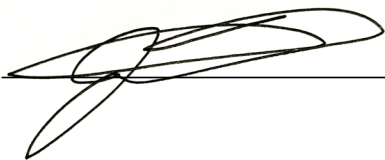
Consolidated Rate: \$650.00

Signature of applicant:


_____/ 2/19/2026
Date

Signature of owner(s):


_____/ 2/19/2026
Date


_____/ 2/19/2026
Date

_____/ 2/19/2026
Date

SUBMIT THE FULLY COMPLETED APPLICATION TO THE ADDRESS BELOW.

For assistance, please contact:

PLANNING OFFICE
316 N. CAPITOL AVE., SUITE D-1
LANSING, MI 48933
(517) 483-4066
FAX: (517) 483-6036

-----Original Message-----

From: Ali Peeler <alipeeler@icloud.com>

Sent: Monday, February 23, 2026 11:24 AM

To: Clerk, City <City.Clerk@lansingmi.gov>; CityAtty <CityAtty@lansingmi.gov>; City Council

<City.Council@lansingmi.gov>; Lansing Mayor <Lansing.Mayor@lansingmi.gov>

Subject: [EXTERNAL] 325 Riverfront Rezoning Clarification and Guardrails Request

Mayor and Council Members,

I am writing regarding the zoning status of 325 Riverfront, the location of Lansing Shuffle.

If the intended and represented use is a food hall, bar, brewery, or production kitchen, that is a commercial hospitality function. If industrial zoning is being applied or considered, I request clear clarification on the following:

1. What is the current zoning designation of 325 Riverfront.
2. Is a rezoning proposed or pending for this parcel.
3. If industrial classification is involved, which specific district applies.
4. What uses are permitted by right under that designation.

Riverfront property adjacent to public space warrants heightened scrutiny. Industrial zoning allows a broad range of uses beyond hospitality. Zoning defines what is legally permitted regardless of current ownership or stated intent.

If industrial classification is necessary to accommodate brewing or production equipment, that should be narrowly justified and clearly documented. I request confirmation as to whether binding limitations, overlay protections, or deed restrictions will be implemented to prevent incompatible industrial activity on this parcel now and in the future.

Public confidence depends on enforceable guardrails, not assumptions.

Please provide written clarification so residents understand exactly what is permitted at 325 Riverfront under current and proposed zoning.

Respectfully,

Alison Peeler

Sent from my iPhone

C. Act-4-2026, 325 Riverfront Dr., Lansing Shuffle, Sale of Property.

Mr. Fedewa presented this request from Lansing Shuffleboard LL LLC and the City to sell a portion of the property at 325 Riverfront Dr. which currently hosts the building known as 'Lansing Shuffle'. The current existing parcel includes Rotary Park in addition to the building, but the park is not part of the proposed sale. An aerial is included in the agenda packet to show proposed boundaries. The subject parcel is dedicated park land. As such, the question to sell must be decided by the electors of Lansing during a general or special election. Because the applicant requested to purchase the property, as outlined in the terms of the lease agreement, the City is obligated to begin the process to place the question of selling the property on the August 4, 2026 primary election ballot.

The Parks Board is scheduled to review the question of placing the proposal on the ballot at their March 11, 2026 meeting. Planning Commission is reviewing the question of the sale as part of the established Act 33 review process.

Mr. Fedewa stated the current building opened in January 2010, replacing the original Lansing City Market that was at the southwest corner of E Shiawassee St. and N Cedar St. While originally serving as a farmer's market with tens of merchants, the building closed in 2019 and the site transitioned to a food court with dedicated restaurant vendors and shuffleboard courts over the course of 2021-2022 with a grand opening in January 2023. Before Lansing Shuffle came, the building was managed by the Lansing Entertainment and Public Facilities Authority (LEPFA), and operated at a loss since its opening, necessitating a general fund subsidy.

The Lansing Shuffle building is essentially commercial in character and not connected to typical parks or City functions/operations.

With support from the Parks and Recreation department and the Administration, and with the understanding that the proposed parcel is not necessary for City or park operations, staff recommends approval of the request to place the question of the sale of the proposed property on the August 4, 2026 ballot.

If the question to sell the land is approved by Lansing voters, the City will enter into sale agreement with Lansing Shuffle which will be subject to a public hearing at City Council and ultimately voted on by Council. There are some agency referral comments stating the need for various easements to be worked out at that time.

The parcel must be split prior to sale. If ultimately approved, the property will return to the tax rolls with the more productive land use captured. An estimate by the City Assessor predicts that the annual property tax will exceed the current annual rent paid by the applicant.

Mr. Jackson asked if Lansing Shuffle will have adequate parking after the split. Mr. Van Fossen answered that Lansing Shuffle does not currently own or have parking, but customers utilize the adjacent on-street and off-street city parking lots like other area businesses.

Ivan Droste stated that a sale may more beneficial to Lansing Shuffle rather than the City. Mr. Droste questioned how property taxes may change in the future and stated that city-owned resources are valuable until a sale removes it from its assets forever.

Seeing no one else wishing to speak, Ms. Alexander closed the public hearing for Act-4-2026.

Mr. Muchmore made a motion, seconded by Mr. Cox to recommend placing the question of selling 325 Riverfront Drive, Lansing Shuffle Building, on the August 4, 2026 ballot.

Mr. Ruge commented on the loss of a downtown city market and that it is unfortunate it was not successful. Mr. Ruge stated his opposition of selling City-owned property along the riverfront but understands how conditions change.

Ms. Alexander asked how the City acquired the property and if there may be conditions tied to how the City proceeds or what it may do, similar to a previous request to sell land adjacent to North Cemetery and donated to the City. Dan DuChene, Deputy City Attorney, stated that if there conditions it will be discovered during the sale agreement process and review of the deed.

On a roll call vote the motion carried unanimously (7-0).

5. COMMENTS FROM THE AUDIENCE – None

6. RECESS – Not taken

7. BUSINESS

A. Consent Items

- (1) Minutes for approval: February 3, 2026**
The minutes from the February 3, 2026, Planning Commission meeting were approved without objection.

B. Old Business – None

C. New Business – None

8. REPORT FROM PLANNING & ZONING OFFICE

Mr. Van Fossen thanked the Commissioners for their time and consideration and thanked staff for their work for this meeting.

9. COMMENTS FROM THE CHAIRPERSON

Ms. Alexander thanked the audience and recommended individuals consider signing up for a City board/commission to serve.

10. COMMENTS FROM COMMISSION MEMBERS

Commissioners thanked staff for their work and wished Zoning Administrator Sue Stachowiak well.

11. PENDING ITEMS: FUTURE ACTION REQUIRED – None

12. ADJOURNMENT – The meeting was adjourned at 8:47 p.m.

**DRAFT PARK BOARD MEETING MINUTES
FOSTER COMMUNITY CENTER
Wednesday March 11th, 2026**

BOARD MEMBERS: Mike Dombrowski, Kimberly Whitfield, Nate Scramlin,
Isaac Francisco, Joan Lenhard, Tirstan Walters, Ravynne Gilmore,
Christopher Greene-Szmadzinski

CALL TO ORDER: 6:30 P.M. Foster Community Center

I. **ADDITIONS/DELETIONS TO THE AGENDA**

Added G to New Business.

Christopher Greene-Szmadzinski moved to accept the agenda, Nate Scramlin seconded. Passed Unanimously, Ravynne Gilmore not present during this vote.

II. **BOARD MEETING MINUTES**

A. **February 11th, 2026**

Joan Lenhard moved to accept the minutes, Nate Scramlin seconded, Passed unanimously, Ravynne Gilmore not present during this vote.

III. **NEW BUSINESS**

A. Riverfront Dr. - Lansing Shuffle Act 33 Sale – Chris Kline from LEAP, Jon Hartzell of Detroit Shipping Company/LansingShuffle Andy Fedawa the City Planner presented information about the proposal of the ballot proposal for sale of the building that houses the Shuffle.

Public comment: Jodi Washington against the sale.

Loretta Stanaway: against the sale.

Jenny Lease: Is in favor of the sale.

Don Dean: Against the sale.

Ryan Smith: Against the sale.

Joan Lenhard made a motion to table this item during this meeting and members of the Parks Board agree to review with neighborhood groups and consider this motion again in the April meeting. Christopher Greene-Szmadzinski seconded. This motion passed 7 yays-1 nay.

B. **Potter Park Zoo - Parks Grant Match Program Nate Scramlin made a motion to accept and proceed with this application, Tirstan Walters Seconded. Passed unanimously.**

C. **Art Impact Project for Marshall Park – Barbara Pearsall designed an installation for Marshall Park that rotates and has moving images. Children are able to play on this and it can be activated by theater KW moved to continue this process, JL passed unanimously**

D. Tecumseh Pump Station -

E. Elm Bridge Project - Preliminary Plans – The river trail would be routed under the bridge after this project is completed. During this project during 2027 there would be a detour while this is being completed. Some funding from the Ingham County River Trail millage would be expected to pay for this project.

F. NMTP Workshop – March 19th 6-8 PM Draft Plan Workshop

G. Cherry Hill Construction – There is a combined sewer overflow project will be in the area of Cherry Hill Park. There will be a staging area in the area of the old tennis courts in exchange for work on the sidewalk.

IV. **OLD BUSINESS**

A. 5 – Year Plan – Approved by DNR – this is completed.

- B. **CIP Proposed Project List – Joan Lenhard moved to recommend the project list for our CIP funding, Tirstan Walters seconded, passed unanimously**
- C. NFC Innovation Zone – April Meeting
- D. Michigan Waterways Stewards Eco Zone
- E. Westside Green Space Update

V. **UPDATES**

- A. Community Center Feasibility Study – A survey is going out and we are gathering public information.
- B. mParks Conference – Had over 600 delegates in Lansing.
- C. Marshall Basketball Courts
- D. March 18th Fenner and Gier Parking – Expecting the estimate by March 18th
- E. The purchase of the property off of Waverly near the Consumer’s Lines has been finalized
- F. Groesbeck Golf Course turns 100 years old

VI. **CORRESPONDENCE**

- A. Tom Rich – Lewton Park
- B. Nancy Mahlow – Bankcroft
- C. Don Dean – Friends of Bancroft
- D. Nancy Mahlow – Friends of Lansing Historic Cemeteries 2026 Schedule
- E. Don Dean – No Shuffle Sale
- F. Eastside Connector Funding

VII. **INFORMATION**

VIII. **REMARKS BY BOARD MEMBERS**

Joan Lenhard wanted to let us know that the Scott Gardens clean up will start soon. The director confirmed that there has been some littering activity in the area near the Scott Gardens and this is being addressed by staff.

IX. **STATEMENTS OF CITIZENS**

All meetings of the Park Board shall be open to the public. Those in attendance shall have the opportunity to speak on any issue related to parks and recreation services not otherwise on the agenda at the end of the meeting and may speak on any agenda issue during the meeting after park board members have had an opportunity to discuss the issue or prior to the board voting on the issue. The President may impose a time limit on public comments.

Loretta Stanaway – would like more attention in the cemeteries in the next 5 year plan.

Meeting is closed at 9:09

From: [Czeiszperger, Jennifer](#)
To: [Fedewa, Andrew](#); [Kilpatrick, Andrew](#); [Hight, Brian](#); [Whisler, Mitch](#); [Snyder, Jon](#); [Kris Klein](#); [Buitendorp, Erin](#); [Johnson, Meredith D](#); [Venker, Gregory](#); [Kumar, Venus](#); [Nisch, Jared C.](#); [Andrew Baumgartner](#); [Kaschinske, Brett](#); [Mumby, Christopher](#); [Lawrence, Mark](#); [Boak, Sherrie](#)
Subject: RE: Act-4-2026, 325 Riverfront Dr., Sale of Property, Agency Referral
Date: Sunday, February 22, 2026 6:51:10 AM
Attachments: [image002.png](#)

Assessing is fine with this purchase.

The estimated taxable value would be \$360,000 which results in approximately \$28,900 in annual taxes.

Let me know if you have any questions or need anything else.

Jennifer Czeiszperger, MMAO

City Assessor

Assessing Department

City of Lansing

124 W. Michigan Ave. 3rd Floor | Lansing, MI 48933

O: 517 483-7624 | E: Jennifer.czeiszperger@lansingmi.gov

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#)



Andy Schor, Mayor

From: Fedewa, Andrew <Andrew.Fedewa@lansingmi.gov>
Sent: Friday, February 20, 2026 10:21 AM
To: Kilpatrick, Andrew <Andrew.Kilpatrick@lansingmi.gov>; Hight, Brian <Brian.Hight@lansingmi.gov>; Whisler, Mitch <Mitch.Whisler@lansingmi.gov>; Snyder, Jon <Jon.Snyder@lansingmi.gov>; Kris Klein <kris@lansingedc.com>; Buitendorp, Erin <Erin.Buitendorp@lansingmi.gov>; Johnson, Meredith D <Meredith.Johnson@lansingmi.gov>; Czeiszperger, Jennifer <Jennifer.Czeiszperger@lansingmi.gov>; Venker, Gregory <Gregory.Venker@lansingmi.gov>; Kumar, Venus <Venus.Kumar@lansingmi.gov>; Nisch, Jared C. <Jared.Nisch@lansingmi.gov>; Andrew Baumgartner <andrew.baumgartner@lbwl.com>; Kaschinske, Brett <Brett.Kaschinske@lansingmi.gov>; Mumby, Christopher <Christopher.Mumby@lansingmi.gov>; Lawrence, Mark <Mark.Lawrence@lansingmi.gov>; Boak, Sherrie <Sherrie.Boak@lansingmi.gov>
Subject: Act-4-2026, 325 Riverfront Dr., Sale of Property, Agency Referral

Hi everyone, attached is a request from Lansing Shuffleboard LLC to purchase the building known as Lansing Shuffle at 325 Riverfront Dr. Please let me know if you have any comments relevant for Planning Commission/City Council review.

[@Czeiszperger, Jennifer](#) Hi Jennifer, I wondered if you would be willing and able to provide an estimated annual property tax value for the property if this is approved and returned to the tax rolls?

[@Kaschinske, Brett](#) Brett, can you comment on the Lease Agreement provision to that requires them to provide Parks and Recreation related activities for the public, and if that requirement is being recommended for a new agreement post-sale?

Thank you all for your attention and time,

Andy Fedewa

Principal Planner

Department of Economic Development and Planning

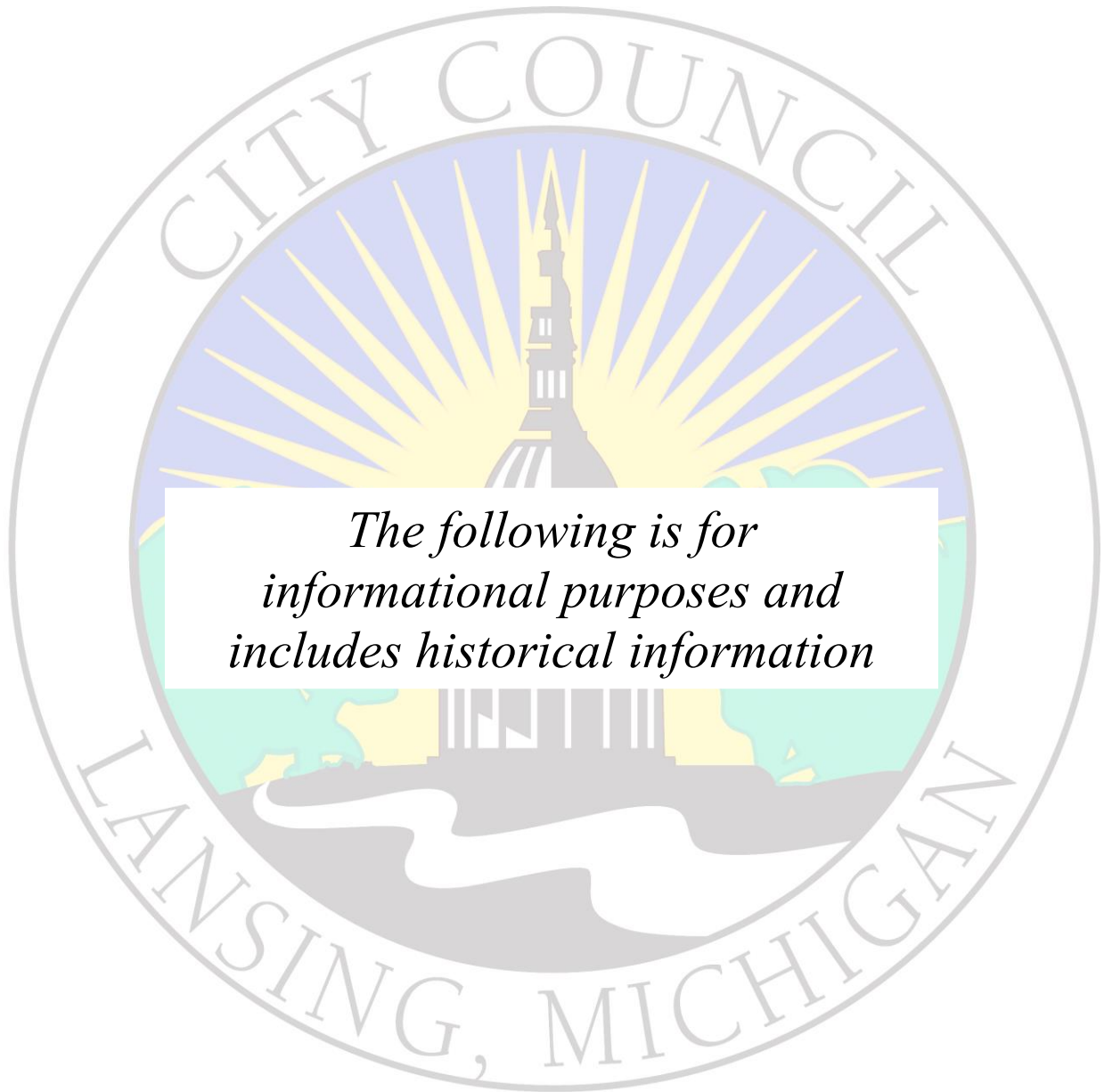
316 N. Capitol Ave., Suite D-1 | Lansing, MI 48933

P: 517-483-4048 | E: Andrew.Fedewa@lansingmi.gov

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#)



Agenda Item 5. C. – Ballot Proposal – Sale of Lansing Shuffle Building





Valbridge
PROPERTY ADVISORS

Appraisal Report

Lansing City Market
425 City Market Drive
Lansing, Ingham County, Michigan 48912

Report Date: September 27, 2018



FOR:

City of Lansing
Mr. Chad Gamble, P.E., Parking Manager
219 North Grand Avenue
Lansing, Michigan 48933

**Valbridge Property Advisors |
The Oetzel-Hartman Group**

2127 University Park Drive, Suite 390
Okemos, Michigan 48864

517-336-0001 phone
517-336-0009 fax

valbridge.com

Valbridge File Number:
MI01-18-0131



1420 Washington Blvd.
Detroit, MI 48226
313-986-3313

2127 University Park Drive
Suite 390
Okemos, MI 48864
517-336-0001
valbridge.com

September 27, 2018

Mr. Chad Gamble, P.E., Parking Manager
City of Lansing
219 North Grand Avenue
Lansing, Michigan 48933

Re: Appraisal Report
Lansing City Market, 425 City Market Drive, Lansing, Ingham County, Michigan 48912

Dear Mr. Gamble:

In accordance with your request, I have performed an appraisal of the above referenced property. This appraisal report sets forth the pertinent data gathered, the techniques employed, and the reasoning leading to my value opinions. This letter of transmittal is not valid if separated from the appraisal report.

The client in this assignment is City of Lansing and the intended user of this report is City of Lansing and no others. The intended use is for internal decision-making purposes and no other use. The value opinions reported herein are subject to the definitions, assumptions and limiting conditions, and certification contained in this report.

The subject property, as referenced above, is located on the northwest side of City Market Drive, between Grand River and North Cedar Street and is further identified as part of Assessor's Parcel Number (APN) 33-01-01-16-253-002. The parcel currently totals 3.736 acres or 162,740 square feet, but there is a proposed parcel split in progress which will reduce the parcel size to approximately 0.71 acres or 30,988 square feet. The site is improved with a one-story, retail building totaling 11,120 gross square feet commonly known as Lansing City Market. The improvements consist of one building which was constructed in 2009. It has been well-maintained over the years and the overall condition is deemed good.

I developed my analyses, opinions, and conclusions and prepared this report in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute; the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA); and the requirements of my client as I understand them.

The acceptance of this appraisal assignment and the completion of the appraisal report submitted herewith are subject to the General Assumptions and Limiting Conditions contained in the report. The findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions, if any, which might have affected the assignment results:

Extraordinary Assumptions:

- A site survey reflecting the land size after the proposed parcel split was requested but not provided. At the time of the property walk-through, the appraiser was provided a site plan with hand-drawn boundaries delineating the new subject parcel after the proposed parcel split. The hand-drawn boundaries were used to measure the subject's new land size. This analysis is under the extraordinary assumption that the new site size (after the parcel split) estimated herein is reasonably accurate
- The subject property does not have adequate on-site parking. It currently relies on an easement with the property to the north for additional parking. It also depends on parking from a neighboring municipal lot. This analysis is subject to the extraordinary assumption that access to the existing off-site parking easements and arrangements will remain available.
- The property is currently zoned "A" Residential District. I have assumed that the property would be rezoned to allow for commercial use.

Hypothetical Conditions:

- None

Based on the analysis contained in the following report, my value conclusions are summarized as follows:

Value Conclusions

Component	As Is
Value Type	Market Value
Property Rights Appraised	Fee Simple
Effective Date of Value	July 13, 2018
Value Conclusion	\$720,000
	\$64.75 psf

This letter of transmittal is not considered valid if separated from this report and must be accompanied by all sections of this report, as outlined in the table of contents, in order for the value opinions set forth above to be valid.

Respectfully submitted,

VALBRIDGE PROPERTY ADVISORS | THE OETZEL – HARTMAN GROUP



James T. Hartman, MAI, SGA, AI-GRS
Certified General Real Estate Appraiser
State of Michigan, License # 1201005950
jhartman@valbridge.com

JTH:JEP/paw
File #MI01-18-0131

LEASE AGREEMENT

This Lease Agreement (the “Agreement”) is made as of 1/7/2021, ~~XXXX~~ between Lansing Shuffleboard and Social Club, LLC, a Michigan limited liability company, whose address is 1515 West Lafayette Boulevard, Suite 201, Detroit, MI 48216 (the “Lessee”), and the City of Lansing, a Michigan municipal corporation, whose principal business address is 124 West Michigan Avenue, Lansing, MI 48933 (the “City”) (the Lessee and the City are collectively the “Parties”).

RECITALS

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

TERMS AND CONDITIONS

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

- 1. Lease. Subject to the City’s governing body approving this Agreement, the City agrees to lease to the Lessee the building and attached patio area of the New Lansing City Market, as legally described and depicted on the attached Exhibit A (collectively, the “City Market Building”), subject to the terms and conditions of this Agreement.
- 2. Lease Term. The term of this lease shall commence upon the approval of this Agreement by the City’s governing body and continue until December 31, 2060, unless otherwise terminated as provided in this Agreement.
- 3. Rent Payment.
 - (a) During Construction. During construction of physical improvements contemplated in this Agreement, Lessee shall pay rent to the City of Lansing by wire transfer or cashier’s check of immediately available funds on a monthly basis in the amount of \$500 for each month or part of a month that Lessee has any business open to the public at or on the patio.
 - (b) During First Partial Year of Operation. After construction of physical improvements is complete and Lessee obtains a certificate of occupancy, in 2021, the Lessee shall pay rent to the City by wire transfer or cashier’s check of immediately available funds on a monthly basis in the amount of \$2000.00 during the first partial year of the term of the lease.

RECEIVED

2020 SEP 12 AM 6:00

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Surety Bond. Prior to the commencement of construction by the Lessee under paragraph 6 above, the Lessee shall secure and furnish to the City, at the Lessee's sole cost and expense, a surety bond issued by a corporate surety authorized to issue surety insurance in Michigan in an amount equal to the value of activities deemed reimburseable by the LBRA. Such surety bond shall remain in force and effect until such time as the construction and improvements to the interior of the City Market Building is complete. In the event that the Lessee shall terminate or otherwise breach the lease under this Agreement prior to such reimbursement, the City may utilize the funds under such surety bond to provide for its reimbursement.
8. Requirements of the Lessee. The lease under this Agreement is subject to the following terms and conditions any violation of which shall be considered a breach of this Agreement:
 - (a) The City Market Building shall be operated and used as specified in paragraph 5 of this Agreement, and for no other purpose. Such use shall include City Parks and Recreation related activities as specified above.
 - (b) During the term of this Agreement, the Lessee shall maintain at least one set of restrooms and one drinking fountain within the City Market Building open and accessible to the public, including non-patrons of the restaurant, during Lessee's normal business hours.
 - (c) Use of the City Market Building shall not be conducted in such a way as to become a nuisance and shall comply with all applicable City ordinances, and state and federal laws, including but not limited to federal controlled substance laws.
 - (d) The Lessee, at its sole cost and expense, shall be responsible for maintaining the exterior areas immediately adjacent to the City Market Building in a clean and sanitary condition in accordance with applicable City ordinances, including, but not limited to, grass maintenance, trash removal, and snow removal.
 - (e) The Lessee, at its sole cost and expense, shall be responsible for maintaining the interior portions of the City Market Building which it occupies, including the public restrooms and drinking fountain referenced in subparagraph (b) above, in a clean and sanitary condition in accordance with all applicable laws and ordinances.
 - (f) The Lessee, at its sole cost and expense, shall be responsible for maintaining any fixtures, furniture, and equipment, whether movable or affixed to the City Market Building, including any items, machines or other apparatus installed by the Lessee within the City Market Building, in a clean and sanitary condition in accordance with all applicable laws and ordinances.
 - (g) Any items, machines or other apparatus installed by the Lessee within the City Market Building shall comply with all applicable laws and ordinances.
 - (h) The Lessee, at its sole cost and expense, shall procure and maintain any licenses or requirements for the sale and consumption of alcoholic beverages at or related to the City Market Building.

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

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

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

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

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

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

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

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

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

(b). Upon the City's receipt of notice under subsection (a), Lessee shall have 90 days to make all reasonable efforts, at Lessee's sole expense, to find a suitable and appropriate entity with financial wherewithal that can and will abide by the Terms and Conditions of this Agreement, including but not limited to Park related objectives set forth in Section 5, and take assignment or sublease from Lessee and assume Lessee's obligations;

(c) Upon the City's receipt of notice under subsection (a), City agrees to accommodate Lessee's efforts and actions under subsection (b), including making the City Market Building available for tour or inspection as needed and meeting with potential sublessees or assignees;

(d) If a suitable and appropriate entity is located pursuant to Lessee's efforts and actions under subsection (b), City will not unreasonably withhold its written consent to Lessee subletting or otherwise assigning the lease under this Agreement to the entity, provided the entity assumes the Lease obligations of Lessee in writing;

(e) If a suitable entity is not located pursuant to Lessee's efforts and actions under subsection (b), this Agreement shall be terminated, subject to the provisions of Section 7.

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

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

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

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

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

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

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

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

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

and with a copy mailed or delivered to:

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

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

1515 W Lafayette, Suite 201
Detroit, MI 48216

and with a copy mailed or delivered to:


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

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF LANSING

By: 

Andy Schor, Mayor

By: 

Chris Swope, Clerk


LESSEE
Lansing Shuffleboard and Social Club LLC

By: 

Its: Member

By: _____
Its: _____

Approved as to form:


By: _____
for James Smiertka, City Attorney

I certify that funds are available in Account
No. _____

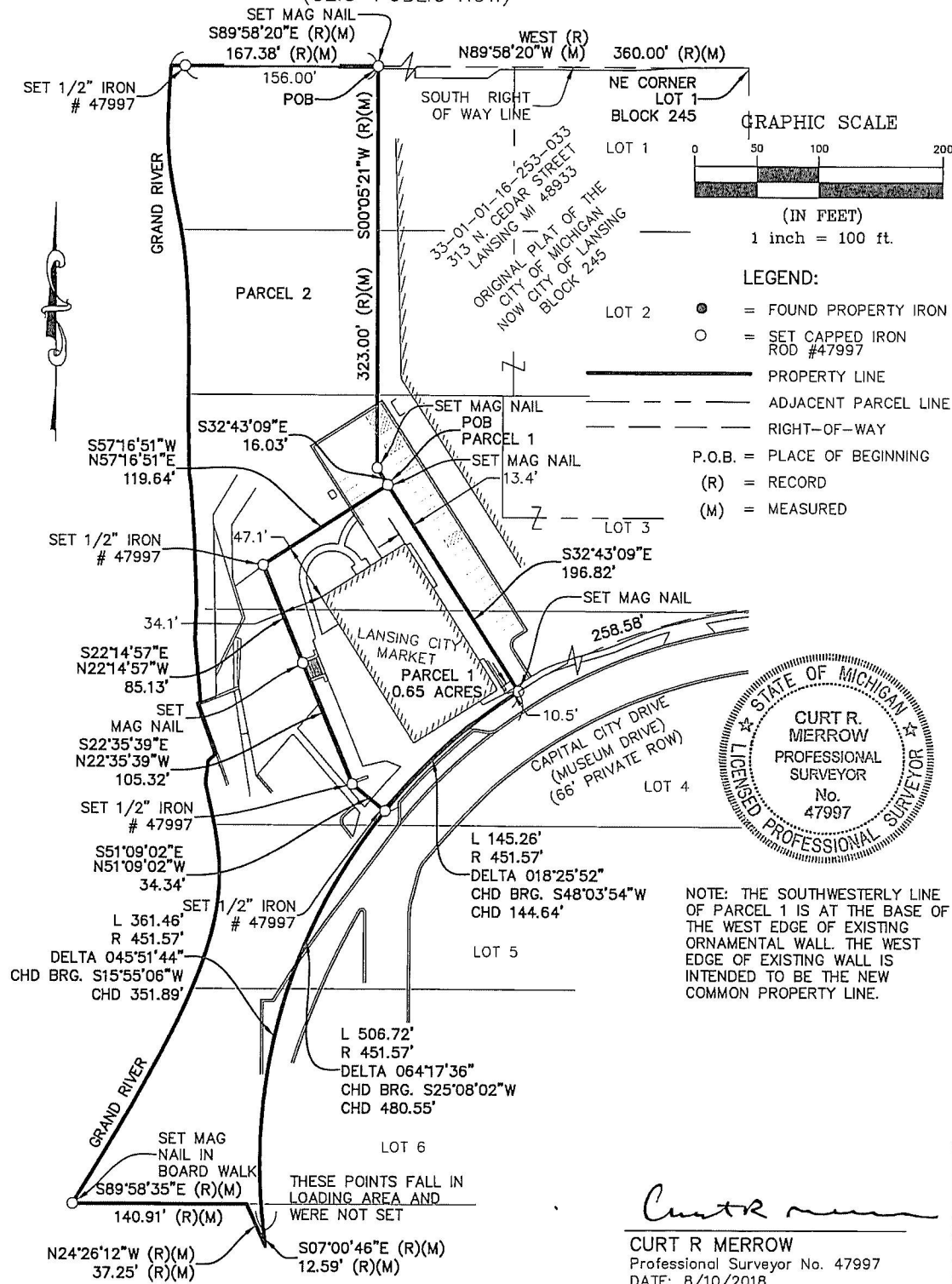
By: _____
Jeff Scharnowske, City Controller

EXHIBIT A
LEGAL DESCRIPTION AND DEPICTION

Certificate of Survey

SHIAWASEE STREET

(82.5' PUBLIC ROW)



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

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

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

Certificate of Survey

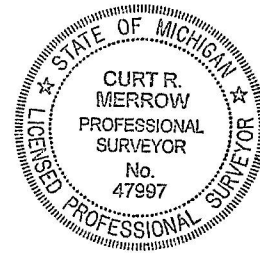
LEGAL DESCRIPTION AS PROVIDED:

~~TAX PARCEL 35-01-01-16-253-002 (325 CITY MARKET DRIVE)
 COMMENCING 360 FEET WEST OF THE NORTHEAST CORNER OF LOT 1, THENCE S00°05'21"W 323 FEET;
 THENCE S32°43'09"E 212.85 FEET; THENCE SOUTHWESTERLY ON A 451.57 FEET RADIUS CURVE TO THE
 LEFT HAVING A CHORD BEARING S25°08'02"W 480.55 FEET; THENCE S07°00'46"E 12.59 FEET; THENCE
 N24°26'12"W 37.25 FEET; THENCE N89°58'20"W 140.91 FEET TO GRAND RIVER; THENCE NORTHERLY ALONG
 THE RIVER TO THE SOUTH RIGHT-OF-WAY OF SHIAWASSEE STREET; THENCE S89°58'20"E 167.38 FEET TO
 THE POINT OF BEGINNING; BLOCK 245, ORIGINAL PLAT OF THE TOWN OF MICHIGAN, NOW CITY OF LANSING.~~

LEGAL DESCRIPTIONS AS SURVEYED:

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

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



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



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

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

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

EXHIBIT B
IMPROVEMENTS DESCRIPTION

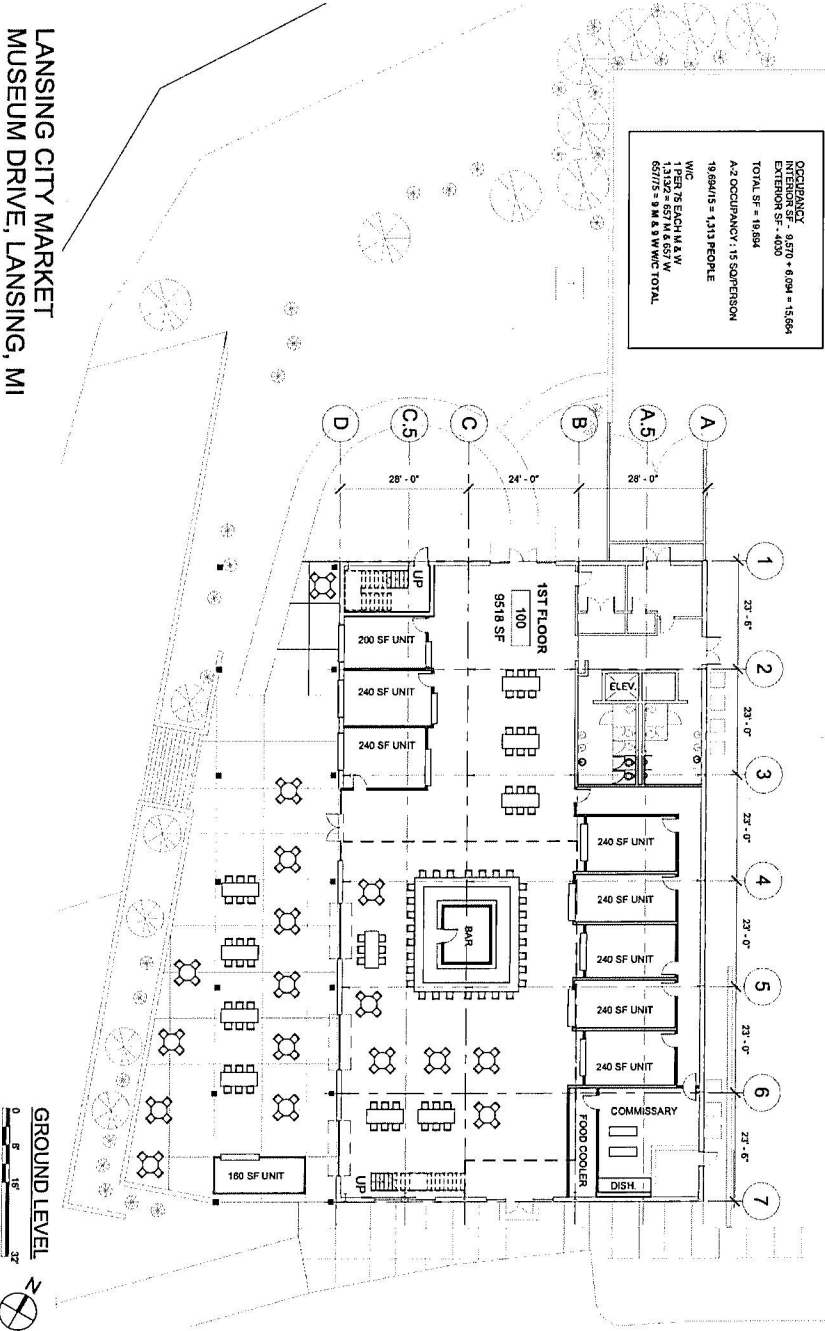
**(Technical Description will be Attached Upon Final Drafting,
and is Subject to Final Approval by the City Administration)**

EXHIBIT C
IMPROVEMENTS DEPICTION

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

FLOOR PLANS

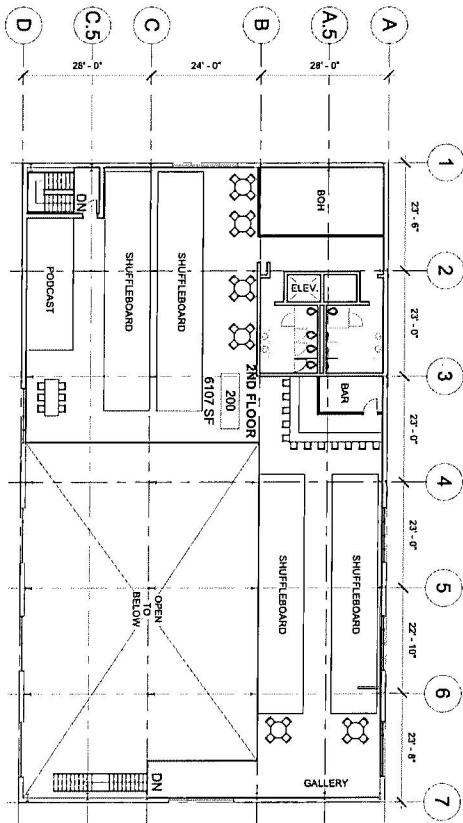
OCCUPANCY: 9,570 • 6.091 = 15,664
 INTERIOR SF: 4,030
 EXTERIOR SF: 4,030
 TOTAL SF = 19,954
 A2 OCCUPANCY: 15 SQPERSON
 19,694/SF = 4,313 PEOPLE
 W/C
 175/75 EACH M & W
 1,313/2 = 657 M & 657 W
 657/15 = 43.8 M & 43.8 W/C TOTAL



LANSING CITY MARKET
 MUSEUM DRIVE, LANSING, MI



FLOOR PLANS



LANSING CITY MARKET
MUSEUM DRIVE, LANSING, MI



FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment (the “Amendment”) is made as of 1/7/2021, ~~XXXXXX~~ between Lansing Shuffleboard and Social Club, LLC, a Michigan limited liability company, whose address is 1515 West Lafayette Boulevard, Suite 201, Detroit, MI 48216 (the “Lessee”), and the City of Lansing, a Michigan municipal corporation, whose principal business address is 124 West Michigan Avenue, Lansing, MI 48933 (the “City”) (the Lessee and the City are collectively the “Parties”), and amends the Lease Agreement between the Parties as placed on file with the Clerk of the City of Lansing on September 12, 2020.

This First Amendment is being offered by the Lessee to the City for consideration by the City Council prior to any vote approving or rejecting the Agreement. Any vote by Council approving the Agreement shall also include the provisions of this Amendment and shall authorize the Mayor’s signature on this Amendment as well as the Agreement.

NOW THEREFORE, in consideration of the promises hereinafter contained and other good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

AMENDMENTS TO THE AGREEMENT

1. In Section 2, Lease Term, the year 2060 is removed and replaced with 2040.
2. In Section 6, Requirements of the City, subsection (f), the word “third” is removed and replaced with “second”.
3. In Section 8, Requirements of the Lessee, subsection (j) is added:
(j) Lessee shall abide by the terms of Subsection B, Commitment to Hiring Local Labor and Lansing-based Firms, of Section V. of the City’s Universal Development Agreement, as established by Executive Order 2019-07 on October 1, 2019, including the definitions contained within the Universal Development Agreement, a relevant excerpt of which is attached hereto for reference.


[SIGNATURES ON FOLLOWING PAGE]

City Market Lease
DRAFT – 11/17/2020
Proposed First Amendment

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

CITY OF LANSING

LESSEE


By: 
Andy Schor, Mayor

By: 
Its: Jonathan Hartzell, Member

By: 
Chris Swope, Clerk

By: _____
Its: _____

Approved as to form:

By: 
Gregory S. Venker PB1780
for James Smiertka, City Attorney

I certify that funds are available in Account
No. _____

By: _____
Jeff Scharnowske, City Controller

EXHIBIT A

Excerpt of UDA

V. TERMS AND CONDITIONS FOR PROJECT COMPLETION

...

B. Commitment to Hiring Local Labor and Lansing-based Firms:

The Parties, in order to clarify the intent that projects receiving development incentives from the City employ as much Local Labor as is reasonably possible agree as follows:

1. The Applicant agrees and commits to employing and contracting with as much Local Labor and Lansing-based Firms as commercially practical to complete the Construction Phase of the Project. After Local Labor and Lansing-based Firms have been deemed exhausted, the Applicant agrees and commits to employing and contracting with Regional, and then Michigan, Labor and Firms, with notice to the LEDC at each step, as described below.

2. Local Labor Preference:

a. Applicant agrees that if it deems necessary to not hire Local Labor or Lansing-based Firms for any portion of the Construction Phase of the Project, Applicant must, within 30 business days of Commencement of Project, provide to the LEDC a written statement of that fact and an explanation of why it was necessary.

b. Applicant agrees that once it has deemed necessary to not use Local Labor or Lansing-based Firms, it will focus next on Regional Labor or Regional-based Firms to complete the Construction Phase of the Project. If Applicant deems necessary to not hire Regional Labor or Regional-based Firms for any portion of the Construction Phase of Project, Applicant must, within 30 business days of Commencement of the Project, provide to the LEDC a written statement of that fact and an explanation of why it was necessary.

c. Applicant agrees that once it has deemed necessary to not use Regional Labor or Regional-based Firms, it will focus next on Michigan Labor or Michigan-based Firms to complete the Construction Phase of the Project. If Applicant deems necessary to not hire Michigan Labor or Michigan-based Firms for any portion of the Construction Phase of Project, Applicant must, within 30 business days of Commencement of the Project, provide to the LEDC a written statement of that fact and an explanation of why it was necessary.

3. Applicant (if applicable) agrees to post, and to contractually require its agents to post, all initial bid solicitations or request for bids (“Bid Solicitations”) by the Applicant

or their agents for a minimum of 15 days (“Posting Period”) on the Builders Exchange of Lansing and Central Michigan (“Builders Exchange”) and to document such Bid Solicitations, unless Applicant deems the use of certain contractors or subcontractors are critical to the success of the Project or portions of the Project. If Applicant bypasses Builders Exchange because it deems the use of a certain contractor or subcontractor as critical to the success of the Project or portions of the Project, Applicant must, within 30 business days of such hiring, provide to the LEDC a written statement of that fact and an explanation of why the use of the contractor or subcontractor was so critical. The Bid Solicitations must be available to all Builders Exchange users.

4. Within 45 business days of the Commencement of Construction and at the close of each quarter of the fiscal year thereafter, the Applicant must provide to the LEDC, a list of all contractors and subcontractors selected to enter into an agreement to perform all or part of the work solicited in the Bid Solicitation (“Selected Bidders List”). The Selected Bidders List must include the following information:

- a. Business Name
- b. Address (number, street, and apt. or suite no.)
- c. City, state, and ZIP code
- d. Telephone Number
- e. Employer ID Number (EIN)
- f. Primary Contact Person (Authorized Representative)
- g. Corresponding Builders Exchange Bid Solicitation Number

5. The Applicant will not be required to participate in the above Bidding Process, if doing so would result in the violation of federal rules, including but not limited to, homeland security or the disclosure of classified information.

6. The City acknowledges and agrees that some information submitted by Applicant is confidential and proprietary. Accordingly, the City agrees to reasonably assert to the extent applicable to the information provided and as allowable by law, that such information reported by Applicant to the City is exempt from disclosure pursuant to, including without limitation Section 13 of, the Michigan Freedom of Information Act, 1976 PA 442, as amended.

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment (the “Amendment”) is made as of April 8th, 2021, between Lansing Shuffleboard and Social Club, LLC, a Michigan limited liability company, whose address is 1515 West Lafayette Boulevard, Suite 201, Detroit, MI 48216 (the “Lessee”), and the City of Lansing, a Michigan municipal corporation, whose principal business address is 124 West Michigan Avenue, Lansing, MI 48933 (the “City”) (the Lessee and the City are collectively the “Parties”), and amends the Lease Agreement between the Parties as placed on file with the Clerk of the City of Lansing on September 12, 2020 (the “Agreement”).

In this Amendment Parties agree to substitute Lansing Shuffleboard LL LLC with Lessee under the Agreement. Lansing Shuffleboard LL LLC is a wholly owned subsidiary of Lessee, and has the same ownership structure. The purpose of this substitution is to facilitate acquisition of a liquor license by Lessee for use as part of the Agreement.

Additionally the Parties clarify the address of the Property that is the subject of the Agreement, as the street name was changed from City Market Drive to Riverfront Drive.

NOW THEREFORE, in consideration of the promises hereinafter contained and other good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:


AMENDMENTS TO THE AGREEMENT


1. In all parts of the Agreement “Lansing Shuffleboard and Social Club, LLC” is removed and replace with “Lansing Shuffleboard LL, LLC”.
2. Subject to all terms and conditions of the Lease Agreement, the City agrees to substitute Lansing Shuffleboard LL, LLC as Lessee related to all rights and obligations in the Agreement.
3. Subject to all terms and conditions of the Agreement, Lansing Shuffleboard LL, LLC agrees to accept all rights and obligations as Lessee in the Agreement.
4. In Recital A, “City Market Drive” is removed and replaced with “Riverfront Drive”.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF LANSING

By: 
Andy Schor, Mayor

By:  4/28/2021
For Chris Swope, Clerk

CURRENT LESSEE,
LANSING SHUFFLEBOARD AND SOCIAL
CLUB, LLC


By: Jonathan Hartzell
Its: Manager


By: _____
Its: _____

SUBSTITUTE LESSEE,
LANSING SHUFFLEBOARD LL, LLC

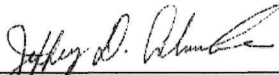

By: Jonathan Hartzell
Its: Manager

By: _____
Its: _____

Approved as to form:


By: _____
for James Smiertka, City Attorney

I certify that funds are available in Account
No. N/A - REVENUE

By: 
Jeff Scharnowske, City Controller

LESSOR'S ACKNOWLEDGMENT AND SUBORDINATION

Effective as of _____, the undersigned, the City of Lansing, a Michigan municipal corporation ("Lessor"), under the terms of a certain lease agreement, dated January 7, 2021, a copy of which is attached hereto ("Lease"), with respect to certain leased space at 325 City Market Drive, Lansing, MI 48912, as more particularly described in the Lease ("Leased Premises"), acknowledges that Lessor and Lansing Shuffleboard and Social Club LLC, a Michigan ("Lessee"), has or will receive from Lake Trust Credit Union ("Lender"), with an address at 4605 S. Old US Highway 23, Brighton, MI 48114, certain credit accommodations guaranteed by the United State Business Administration ("SBA").

Notice - Lessor agrees to notify (the "Notice") Lender and SBA in writing (at the address specified below or at any other address given by Lender in writing to Lessor) not less than sixty (60) days before commencing any proceedings or otherwise taking any action to terminate the Lease or to enforce its default remedies under the Lease and Lessor agrees that Lender may cure said default during the aforesaid sixty (60) day period.

Assignment - Lessor, for and in consideration of the loan or loans made by Lender to Lessor and/or Lessee, does hereby consent to the assignment of said Lease by Lessee to Lender as collateral security. In the event of a default under the terms of the Loan Agreement between Lender, Lessor and Lessee, Lessor agrees that Lender may reassign the Lease to third parties, provided that (i) such assignee shall be acceptable to Lessor, (ii) assignee shall occupy the Leased Premises and conduct business in accordance with the Lease, (iii) such assignee shall agree to perform for the benefit of Lessor, (iv) Lessee will not be released or discharged from any liability whatsoever under the Lease and will continue to be liable thereon with the same force and effect as though no assignment had been made, and (v) any such assignment occurs per the terms of the Lease.

Subordination - Lessor agrees that all of Lessee's furniture, fixtures, machinery, equipment, inventory, leasehold improvements or other property ("Lessee's Property") which may be located on the Leased Premises shall remain the personal property of the Lessee and shall not become a fixture or part of the realty notwithstanding anything that may be implied by law from the mode of attachment, installation or otherwise. Lessor further agrees that any lien or security interest Lessor may claim against any of Lessee's Property is subordinated to any lien or security interest now or subsequently held by Lender in any such property.


Limited Right of Entry - Lessor acknowledges that, notwithstanding any noncompliance with or default by Lessee under the Lease, the Lender shall have the limited right to enter into and remain in possession of the Leased Premises by so notifying the Lessor in advance of such entry for a reasonable period not to exceed ninety (90) days from the date of the Notice for the purpose of enforcing its liens and security interests in Lessee's Property, including the sale and/or detachment and/or removal from the Leased Premises of such property. Lender shall pay to Lessor, on a weekly basis in advance (pro rata, depending on the number of days Lender is in possession), the current monthly rent accruing under the Lease during the period while Lender is in possession of the Leased Premises. Lender shall have no responsibility whatsoever for any back rent or other obligations which have accrued under the Lease prior to Lender's entry to possession under this paragraph. To the extent that the Lender enters the Leased Premises to remove the Lessee's Property, then Lender will promptly repair any damage following written notification of such damage and a reasonable opportunity to repair or to the extent that the Lender does not promptly repair any damage, then Lender shall reimburse Lessor for any costs of repair incurred by Lessor resulting from any damaged caused by Lender arising from removal or attempted removal of the Lessee's Property by Lender. Lender will indemnify, defend and hold harmless Lessor from any and all claims, damages, costs, expenses and suits (including attorney's fees) incurred by or brought against Lessor arising out of, or in any direct or indirect way connected to, any action taken by Lender.


Lease Liability - Lessor further agrees that Lender's rights have been given for security purposes only, and that unless and until Lender agrees expressly and in writing to do so, Lender shall have no obligations whatsoever under the Lease.

[Signatures on the following page]


[Signature Page - Lessor's Acknowledgment and Subordination]

CITY OF LANSING

By: 
Andy Schor, Mayor

for By:  3/21/2022
Chris Swope, Clerk

Approved as to form


Gregory S. Venker P81780


Certification as to availability of funds
and account number: 101.402000


Controller



LESSEE:

LANSING SHUFFLEBOARD AND SOCIAL CLUB LLC

By: 
Jonathan Hartzell, Member

LENDER:

LAKE TRUST CREDIT UNION

By: 
Todd Crysler, Commercial Solutions Officer

Lender Address:

Lake Trust Credit Union
4605 S. Old US Highway 23
Brighton, MI 48114

FOURTH AMENDMENT TO LEASE AGREEMENT

7/1/2022

This Fourth Amendment (the "Amendment") is made as of _____, 2022, between Lansing Shuffleboard LL, LLC, a Michigan limited liability company, whose address is 14255 Stark Road, Livonia, MI 48154 (the "Lessee"), and the City of Lansing, a Michigan municipal corporation, whose principal business address is 124 West Michigan Avenue, Lansing, MI 48933 (the "City") (the Lessee and the City are collectively the "Parties"), and amends the Lease Agreement between the Parties as placed on file with the Clerk of the City of Lansing on September 12, 2020 (the "Agreement"), as previously amended.

In this Amendment Parties agree to modify the legal description and depiction of the leased premises contained in Exhibit A.

NOW THEREFORE, in consideration of the promises hereinafter contained and other good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

AMENDMENTS TO THE AGREEMENT

1. Exhibit A is removed and replaced with the versions attached to this Amendment.
2. At the end of Section 6 (f), the following sentence shall be added: "In the event of a sale under this section, Lessee agrees that at closing it will grant a permanent easement to the City for any portion of the parking lot North and East of the Building and Premises that is within the legal description contained in Exhibit A of this Agreement."

[SIGNATURES ON FOLLOWING PAGE]

FIFTH AMENDMENT TO LEASE AGREEMENT

This Fifth Amendment (the “Amendment”) is made as of 2/9/2023, 2023, between Lansing Shuffleboard LL, LLC, a Michigan limited liability company, whose address is 14255 Stark Road, Livonia, MI 48154 (the “Lessee”), and the City of Lansing, a Michigan municipal corporation, whose principal business address is 124 West Michigan Avenue, Lansing, MI 48933 (the “City”) (the Lessee and the City are collectively the “Parties”), and amends the Lease Agreement between the Parties as placed on file with the Clerk of the City of Lansing on September 12, 2020 (the “Agreement”), as previously amended.

In this Amendment, Parties agree to clarify the date of first lease payment, the rent structure for the first year, and related matters.

NOW THEREFORE, in consideration of the promises hereinafter contained and other good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

AMENDMENTS TO THE AGREEMENT

1. Payment of rent will commence on January 12, 2023, commensurate with Lessee’s receipt of a temporary certificate of occupancy.
2. Payment of rent during calendar year 2023 will be \$2000 per month on the first of each month, except for January which is prorated to \$1,225.80 and due upon signing of this Fifth Amendment.
3. Notwithstanding the modified payment structure described in this Fifth Amendment, if all rent payments are promptly and timely made, then calendar year 2023 shall be considered the first full year of the Lease Agreement for proceedings described in Section 6 (f) of the Lease Agreement.
4. Annual Rent shall escalate as described in Section 3 (c) beginning in and including calendar year 2024.

[SIGNATURES ON FOLLOWING PAGE]

New Lansing City Market Building

Project: Lansing Shuffleboard & Social Club



Lansing City Market Building Site

Background

- The new Lansing City Market building was constructed in 2010 to operate as a city managed and programmed urban market space
- After years of increasing vacancy and rising costs to taxpayers, the building began to close in 2018
- In 2018, the City of Lansing released a Request For Information (RFI) for the reuse and reactivation of the building

Lansing City Market Building Site **Appraisal Conclusions***

Appraised Value: \$720,000

Market Rent Estimate: \$8.00 SF/Year (Triple-Net)

Estimated Stabilized Net Operating Income (NOI): \$5.99 SF/Year

*Valbridge Appraisal Report, Sept. 2018



Lansing City Market Building Site

Project: Lansing Shuffleboard & Social Club

Developer: Detroit Rising Development

Proposal Summary: Transform the former Lansing City Market building and connected patio into the Lansing Shuffleboard and Social Club, a multi-purpose social experience offering local residents a gathering space with a variety of affordable food options, entertainment, and employment opportunities.

Additional project information provided later in the presentation



Lansing Shuffleboard & Social Club Project

City of Lansing

Lease Agreement Summary

Term: 40 Years

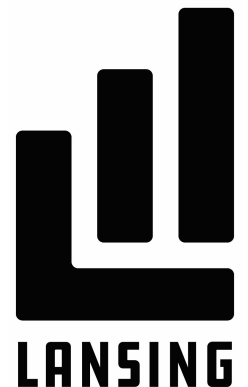
Rent: \$24,000/year (initial)

Annual increase and recalculation at year 10

Parking

Maximum of 25 dedicated spaces provided

Option to purchase up to 2,000 2-hour parking validations per month



Lansing Shuffleboard & Social Club Project

City of Lansing

Lease Agreement Summary (cont.)

Use, Requirements and Conditions

- Building shall be used as food hall and events space
- Marijuana or cannabidiol related uses by Lessee or tenants are prohibited
- Lessee shall host free weekly community programming
- Lessee shall make event space available for use by community groups and allow reduced rates for City of Lansing based groups or individuals.
- Violations of use may result in damages to the City (\$10,000/month)



Lansing Shuffleboard & Social Club Project

City of Lansing

Lease Agreement Summary (cont.)

Additional Use, Requirements and Conditions

- Lessee must maintain restroom facilities for public/non-patron use
- Lansing-based vendors are eligible for rent reduction
- City's written consent is needed to sublet or otherwise assign the lease
- Prevailing Wage is required for all construction workers under this project



Lansing Shuffleboard & Social Club Project
Lansing Economic Development Corporation
LEDC Loan Request Summary*

Funding Source: LEDC Business Loan Fund

Amount: up to \$65,000 plus LEDC Closing Costs

Term: 60 months amortization, with a balloon at maturity (1 year)

Interest Rate: est. 3.25% fixed

Debt Service: Monthly (est. \$1,175.20)

Security: Liquor License

*Designation of Project Area and Approval of Project Plan by Council required before consideration of collateralized loan by the Lansing EDC Board.



Lansing Shuffleboard & Social Club Project
Lansing Brownfield Redevelopment Authority
LBRA Loan Request Summary*

Funding Source: Lansing Brownfield Revolving Fund (LBRF)

Amount: up to \$400,000

Term/Repayment:

- Developer reimbursed for performing approved Eligible Activities
- Loan repaid via capture from adjacent brownfield plan (est. at 2-3 years)

Use: Public Improvements to Real Property

Security:

Surety Bond, Tax Increment from Active Plans, Promise to Pay

*Loan Requires Lansing BRA Board Approval



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

Act-4-2026, 325 Riverfront Drive, Sale of Lansing Shuffle Building, Placement on August 4, 2026 Ballot

WHEREAS, the City of Lansing is the owner of a parcel of real property at 325 Riverfront Drive, commonly known as 'Rotary Park' and 'Lansing Shuffle' and legally described as:

PID # 33-01-01-16-427-122

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

WHEREAS, terms of the Lease Agreement between the City of Lansing and Lansing Shuffle LL LLC allow Lansing Shuffle LL LLC to request that the City of Lansing begin the process of placing the sale of the Lansing Shuffle building on a general or special election ballot; and

WHEREAS, the City of Lansing proposes to sell a portion of 325 Riverfront Drive, including the building known as 'Lansing Shuffle' (the "Property") and adjacent land, and legally described as:

COMMENCING 360.00 FEET N89°58'20"W (RECORDED AS WEST) OF THE NORTHEAST CORNER OF LOT 1, AND S00°05'21"W 323.00 FEET AND S32°43'09"E 16.03 FEET TO THE POINT OF BEGINNING; THENCE S32°43'09"E 215.67 FEET; THENCE SOUTHWESTERLY 145.26 FEET ALONG A 451.57 FEET RADIUS CURVE TO THE LEFT HAVING A CHORD BEARING S48°08'54"W 144.64 FEET; THENCE N51°09'02"W 34.34 FEET; THENCE N22°35'39"W 105.32 FEET; THENCE N22°14'57"W 105.61 FEET; THENCE N57°54'54"E 115.92 FEET TO THE POINT OF BEGINNING; BLOCK 245, ORIGINAL PLAT OF THE TOWN OF MICHIGAN, NOW CITY OF LANSING, CONTAINING 0.70 ACRES OF LAND, SUBJECT TO ANY AND ALL EASEMENTS AND/OR RESTRICTIONS OF RECORD; and

WHEREAS, sale of the Property is in the best interest of the City, the Property is not necessary for City operations, and the City will no longer incur the expenses associated with maintenance of the property; and

WHEREAS, the Property is dedicated park land and Section 8-403.6 of the Lansing City Charter and Ordinance 208.10 require sale of park land be approved by the voters of the City of Lansing; and

WHEREAS, on March 3, 2026, the Planning Commission reviewed the location, character, and extent of the proposal in accordance with its Act 33 Review procedure, and voted 7-0 to recommend approval of Act-4-2026, 325 Riverfront Drive, Sale of Lansing Shuffle Building, Placement on August 4, 2026 Ballot, as proposed; and

WHEREAS, the Committee of the Whole has reviewed the report and recommendation of the Planning Commission and concurs therewith.

NOW THEREFORE BE IT RESOLVED, the Lansing City Council hereby approves Act-4-2026, and authorizes the proposal to sell the Lansing Shuffle Building to be submitted to the electors of the City of Lansing for approval as required by Section 8-403.6 of the Lansing City Charter at the election to be held on August 4, 2026.

BE IT FURTHER RESOLVED that said proposal be submitted to the electors of the City in manner and form substantially as follows:

SHALL THE CITY OF LANSING BE AUTHORIZED TO SELL THE PROPERTY KNOWN AS LANSING SHUFFLE BUILDING, LEGALLY DESCRIBED AS:

COMMENCING 360.00 FEET N89°58'20"W (RECORDED AS WEST) OF THE NORTHEAST CORNER OF LOT 1, AND S00°05'21"W 323.00 FEET AND S32°43'09"E 16.03 FEET TO THE POINT OF BEGINNING; THENCE S32°43'09"E 215.67 FEET; THENCE SOUTHWESTERLY 145.26 FEET ALONG A 451.57 FEET RADIUS CURVE TO THE LEFT HAVING A CHORD BEARING S48°08'54"W 144.64 FEET; THENCE N51°09'02"W 34.34 FEET; THENCE N22°35'39"W 105.32 FEET; THENCE N22°14'57"W 105.61 FEET; THENCE N57°54'54"E 115.92 FEET TO THE POINT OF BEGINNING; BLOCK 245, ORIGINAL PLAT OF THE TOWN OF MICHIGAN, NOW CITY OF LANSING, CONTAINING 0.70 ACRES OF LAND, SUBJECT TO ANY AND ALL EASEMENTS AND/OR RESTRICTIONS OF RECORD

YES ____

NO ____

BE IT FURTHER RESOLVED that the votes cast upon the proposal shall be counted, canvassed, and returned, and the results determined in the same manner as required for other electoral questions as prescribed by law.

BE IT FURTHER RESOLVED that the City Clerk is required to provide sufficient notice of the placement of this ballot proposal, in conformance with state election law, including to the County Clerk and is hereby authorized to take appropriate steps for the placement on the August 4, 2026 ballot.

BE IT FINALLY RESOLVED that if the sale of the Property is approved by the voters of the City of Lansing, and if the Administration subsequently negotiates an agreement for that purpose, that such sale, and appropriation of net proceeds, shall be returned to the Lansing City Council for final approval.

FOOD HALL &



LANSING SHUFFLE

SOCIAL CLUB

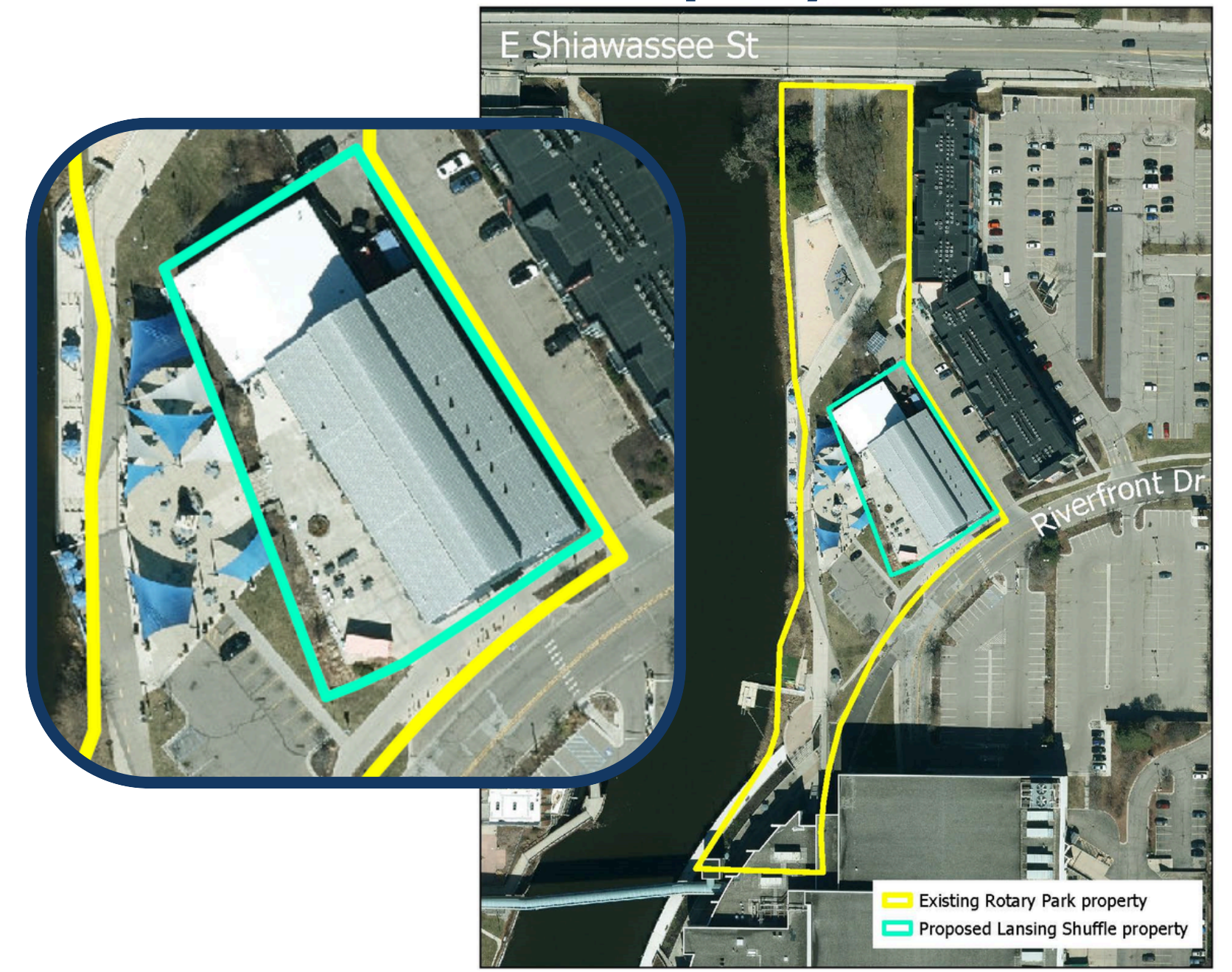
Request for Sale of 325 Riverfront Drive

Lansing Shuffle Request

Purpose: Request public vote on the sale of the Lansing Shuffle building and premises per the lease agreement for placement on the August 4, 2026 ballot. The proposed Lansing Shuffle property is 0.66 acres of the total 3.74 acres of existing public property and does not include Rotary Park or the parking lot.

Goal: Secure long-term stability of Lansing Shuffle operations and deepen investment in Lansing's riverfront and downtown.

Property Location



325 Riverfront Drive

History of Property

1885 - 1972: Freight Depot, Railroad Spur, Acid/Chemical Storage

1981: Property developed into a public park (River Front Park)

2010: New municipal market building opens on the property to replace the outdated market building at Shiawassee St. and Cedar St.

The new building was intended to reinvigorate the city market by providing modern facilities for vendors, an enhanced shopping experience, and a built-in customer base with nearby residential developments.

Challenges with visibility, access, competition and changing shopping trends led to low foot traffic, tenant attrition, and a growing city subsidy.

History of Property

2018 - 2020: City ends subsidy (~\$80,000/year), the last remaining tenant vacates the building, and Rotary Park opens along the riverfront in 2019.

City releases RFI "to engage an entity... with exceptional experience and capability to share their concepts for transforming the Market Property into a thriving, job creation and commercial center that offers an interactive environment based on the riverfront, downtown Lansing, and other adjacent public and private amenities." Initial inquiries on the property requested an immediate sale and/or significant parking commitments.

2020: Detroit Rising Development submits proposal for the Lansing Shuffle concept

2021: City and Lansing Shuffle enter into lease agreement and renovation starts

2023: Lansing Shuffle opens

A New Approach for Activation and Success

City Market Challenges

- Relied on routine, convenience shopping that needed proximate population density
- Limited reasons to stay or return
- Poor layout and operational inefficiencies
- Competed with grocery stores and numerous local farmers markets
- Lost relevance as identity shifted away from core purpose and shopping habits changed
- Revenue model did not cover operating costs, required ongoing public subsidy

Lansing Shuffle Approach

- Built as a destination experience by combining food, drinks, games, and events
- Attracts visitors from across the city and region
- Designed as a social, flexible environment that encourages interaction and longer visits
- Curated vendor mix and ongoing evolution of programming (new vendors, rotating events)
- Programming promotes stronger connectivity to the riverfront and complements, rather than competes with other venues and amenities
- Built to be financially self-sustaining, and private investment provides incentive to perform

Summary of Current Lease Structure

- Term: From approval of lease agreement through the year 2040
- Rate: \$24,000/year (paid monthly), with annual escalator
 - Doesn't require a public subsidy for operations, and all maintenance and improvements are the responsibility of the Lessee
 - Lease rate balances the reduction in costs to the city with the \$4.2MM leaseholder-financed improvements to the property
- Public Uses: Programming and space made available to community groups, restroom and drinking fountain facilities open to the public during business hours at Lessee's expense
- Sale: Lessee may request City to initiate proceedings necessary to sell the building and premises after two years, allowing the Lessee to demonstrate a successful concept

About Lansing Shuffle

- Serves as a hub for delicious food, unique entertainment, and community gathering.
- Features space for six restaurant options and five full-sized shuffleboard courts.
- Continues the momentum of riverfront activation, adding to the flourishing lifestyle amenities in downtown Lansing.
- Lansing Shuffle hosts a wide range of programming—from live DJs and nightlife curated by partners like Mikey Austin and Jon Roehl to art experiences, community events, and nonprofit activations with organizations like LEAP.



Why the Lansing Shuffle Works

- Diverse dining in one location
- Social gaming & entertainment
- Welcoming public gathering space
- Appeals to families, professionals, visitors



A Shared Success

- Revitalized key waterfront site in partnership with the City
- Aligned with riverfront and economic goals

Supporting Lansing's Growth

- Platform for local food entrepreneurs
- Regional draw bringing visitors downtown
- Increased foot traffic for nearby businesses
- Strengthens riverfront activation

Why Consider a Sale Now?

- Operations are stable and the concept is proven to be successful in this location
- Lease allows purchase request after the second year of the lease at a pre-determined price
- High financing costs on leaseholder improvements are constraining current growth
- Debt structures under a lease limit the operator's ability to finance much-needed capital repairs to the building and long-term enhancements needed to stay innovative
- Ownership supports ongoing reinvestment through better financing options, creates accountability, and ensures long-term stewardship
- Ownership ensures the model that is working today can continue to grow and evolve

Commitments

If a sale is approved, Lansing Shuffle will:

- Honor sale price negotiated in the lease: 2018 appraisal (pre-improved) plus the contribution of city funds, with a return on equity (est. \$953,272 for a January 2027 closing)
- Retain public access to restroom facilities and drinking fountains
- Provide easements to the city for utilities and necessary access at no cost
- Work with the city to negotiate mutually beneficial sale terms that could include restricting potential uses of the property and, in the event of a significant change in operations, allow for a future repurchase by the city without limiting the ability to finance improvements

Overview of Property Sale Process

1. Presentation to Lansing Planning Commission on March 3rd (recommended unanimously)
2. Presentation to Lansing Parks Board on March 11th (item tabled)
3. **Consideration by Lansing City Council to put property sale to a public vote**
4. If approved by City Council, ballot language is submitted
5. Question is placed on the August 4, 2026 ballot
6. If approved by public vote, sale agreement presented to City Council for consideration
7. If approved by City Council, sale agreement may be executed
8. Once all conditions are satisfied, the parties may close on the sale of the property

FOOD HALL &



LANSING SHUFFLE

SOCIAL CLUB

Thank You

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

WHEREAS, the City of Lansing and Capitol City Labor Program Supervisory Unit have negotiated additional provisions to the collective bargaining agreement (the "CBA") for the period covering July 1, 2022, through June 30, 2026, specifically a wage reopener which is summarized in the Tentative Agreement Document approved by the parties ("Tentative Agreement") and which contains the changes to the prior CBA; and

WHEREAS, the Union membership ratified this agreement on February 22, 2026, and

WHEREAS, the Mayor recommends the CBA, as summarized in the Tentative Agreement, be approved.

NOW, THEREFORE BE IT RESOLVED, that the City Council hereby ratifies the Tentative Agreement of the parties for the CBA between the City of Lansing and the Union, Capitol City Labor Program for the period covering July 1, 2022, through June 30, 2026.