



AGENDA
Committee on Public Services
Friday, February 17, 2017 @ 3:30 p.m.
City Council Conference Room, City Hall 10th Floor

Councilmember Kathie Dunbar, Chair
Councilmember Carol Wood, Vice Chair
Councilmember Tina Houghton, Member

1) Call to Order

2) Public Comment on Agenda Items

3) Minutes

- October 24, 2016

4) Discussion/Action:

- A.) RESOLUTION** – Public Improvement I & II; Jolly Road. Sidewalk Rehabilitation
- B.) RESOLUTION** – Greater Lansing Regional Committee on Storm Water; Memo of Understanding and approval of Committee Representative Appointment
- C.) RESOLUTION** – Set a Public Hearing; Sidewalk Snow Removal Assessment
- D.) DISCUSSION** – Glenburne Commons Special Assessment

5) Adjourn



MINUTES

**Meeting of Committee on Public Service
Monday, October 24, 2016 @ 5:00 p.m.
City Hall, Conference Room, 10th Floor**

CALL TO ORDER

The meeting called to order at 5:18 p.m.

ROLL CALL

Councilmember Kathie Dunbar, Chair
Councilmember Patricia Spitzley, Vice Chair-excused
Councilmember Adam Hussain, Member

OTHERS PRESENT

Sherrie Boak, Council Staff
Alec Malevits, Public Service
Cynthia Paul

Minutes

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE MINUTES FROM AUGUST 5, 2016 AS PRESENTED. MOTION CARRIED 2-0.

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE MINUTES FROM SEPTEMBER 13, 2016 AS PRESENTED. MOTION CARRIED 2-0.

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE MINUTES FROM SEPTEMBER 16, 2016 AS PRESENTED. MOTION CARRIED 2-0.

Discussion/Action:

RESOLUTION – Appointment Cynthia Paul; Potter Park Board; term to Expire December 31, 2017

Ms. Paul briefly spoke about her interests, residence and since the term is a partial term, if she is needed elsewhere on another board at that time she would consider. Council Member Hussain confirmed the Board had a split membership and Ms. Paul would not be the only City representative.

MOTION BY ADAM TO APPROVE THE RESOLUTION FOR APPOINTMENT OF CYNTHIA PAUL TO THE POTTER PARK BOARD. MOTION CARRIED 2-0.

RESOLUTION – Acceptance of Public Streets in College Fields Development; Jones Property Development LLC

Mr. Malevits informed the Committee the development was not new, but had a new developer. The current phase includes the roads Carnoutie and Ballybunion. This property is part of an ACT 425, and this acceptance is only for the public right of way. Council Member Dunbar pointed to the resolution where it stated warranty deeds. Mr. Malevits clarified that they use warranty deeds for the roads and those get recorded at the county assigning them with a liber and page.

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE RESOLUTION TO ACCEPTANCE THE STREETS IN COLLEGE FIELDS; CARNOUTIE AND BALLYBUNION.
MOTION CARRIED 2-0.

Mr. Malevits offered copies of the maps for Council to see the plat at the requested street area for dedication. Council Member Dunbar asked a copy of the Act 425 for the property.

Council Member Wood stepped into the meeting and asked what the PACER rating was on the roads, and Mr. Malevits confirmed these two streets were both a PACER rating of 2.

ADJOURN

The meeting was adjourned at 5:33 p.m.

Submitted by, Sherrie Boak,

Recording Secretary

Lansing City Council

Approved: _____



Virg Bernero, Mayor

OFFICE OF THE MAYOR

9th Floor, City Hall
124 W. Michigan Avenue
Lansing, Michigan 48933-1694
(517) 483-4141 (voice)
(517) 483-4479 (TDD)
(517) 483-6066 (Fax)

TO: City Council President Patricia Spitzley and Councilmembers
FROM: Mayor Virg Bernero
DATE: 2-8-17
RE: Public Improvement I & II; Jolly Rd. Sidewalk Rehabilitation

The attached correspondence is forwarded for your review and appropriate action.

VB/rh
Attachment



City of Lansing
Inter-Departmental
Memorandum



To: Virg Bernero, Mayor

From: Chad A. Gamble, Director of Public Service

Subject: CITY COUNCIL AGENDA ITEM - Public Improvement I & II; Jolly Rd. Sidewalk Rehabilitation

Date: February 7, 2017

Please forward this resolution to City Council for placement on the Agenda.

If you have any questions, or need additional information, please give me a call.

Attachments

RESOLUTION #2017-468
BY THE COMMITTEE ON PUBLIC SERVICES
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

PUBLIC IMPROVEMENT I/II

WHEREAS, the Public Service Department has established the need to repair and reconstruct the public sidewalk in the following location:

PROPERTIES BENEFITED: All lands fronting Jolly Road between Wise Road and Pleasant Grove Road, excepting all public streets and alleys and other land deemed not benefited; and

WHEREAS, the Public Service Department will complete this work as part of the Jolly Road Rehabilitation project, and

WHEREAS, the Public Service Department requests, pursuant to Chapter 1024.03 of the Code of Ordinances that the repair and reconstruction of these public sidewalks be determined by City Council to be a necessary public improvement, and

WHEREAS, the City Council has determined that this proposed public improvement will benefit especially properties in the vicinity of the work to be done and that a benefit district pursuant to Chapter 1026 of the Lansing Code of Ordinances should be established to be specially assessed for the public improvement;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby determines it to be of a public necessity to construct the following public improvements: Sidewalk repair on Jolly Road between Wise Road and Pleasant Grove Road, excepting all public streets and alleys and other land deemed not benefited.

BE IT FURTHER RESOLVED that the cost of these improvements is to be financed by special assessments to the benefited property owners, and the City's public share of the project shall be paid from the Sidewalk Repair Account 410.933690.974200.13026.

BE IT FINALLY RESOLVED that the Department of Public Service is hereby authorized to prepare necessary plans and specifications for these improvements, obtain the necessary easements for construction, and to determine the cost of said project in sufficient detail to establish the special assessment district and the applicable assessment to the properties in the district, and to furnish said information to the Mayor and City Council.

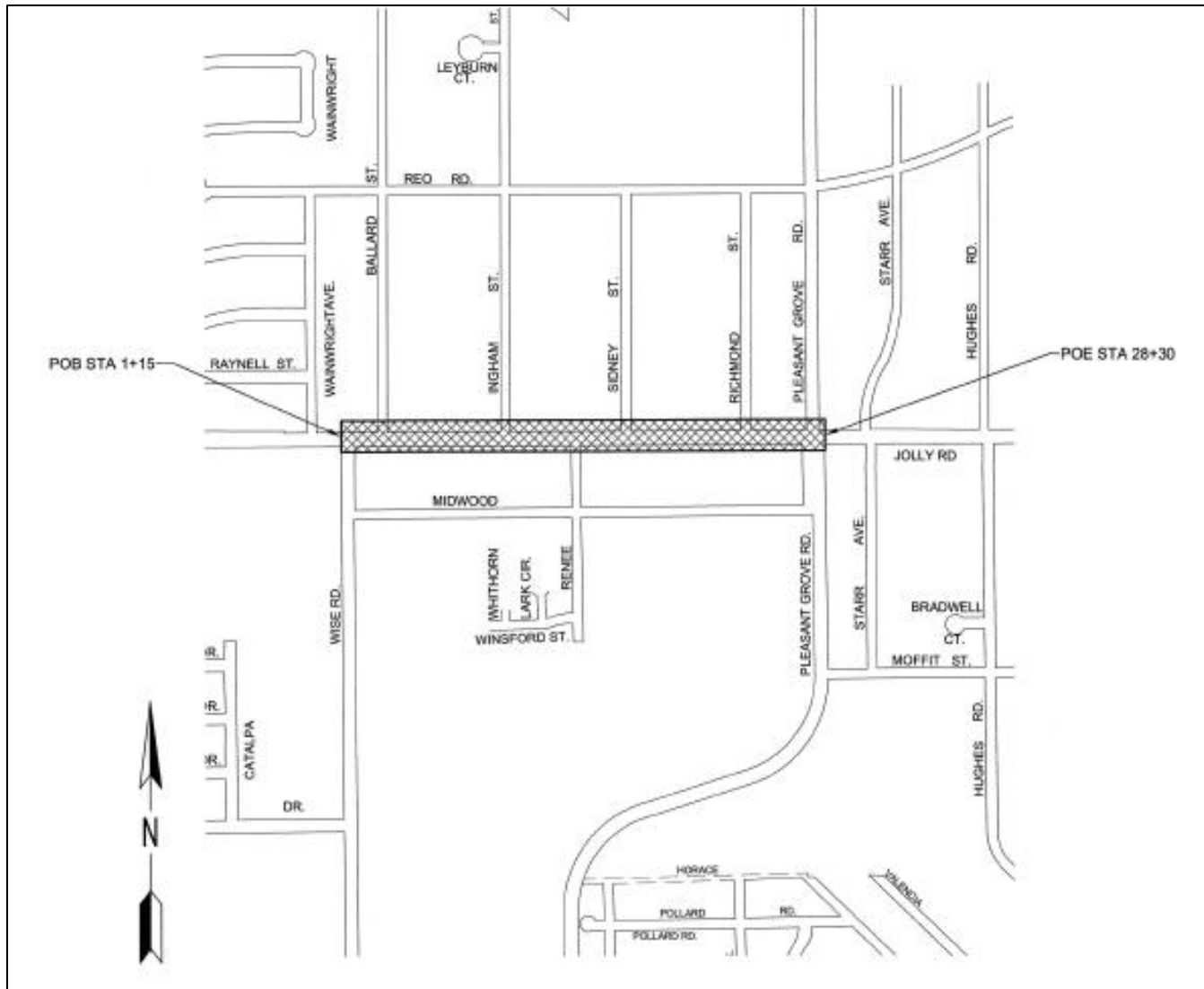
Adopted by the Committee
on Public Services:

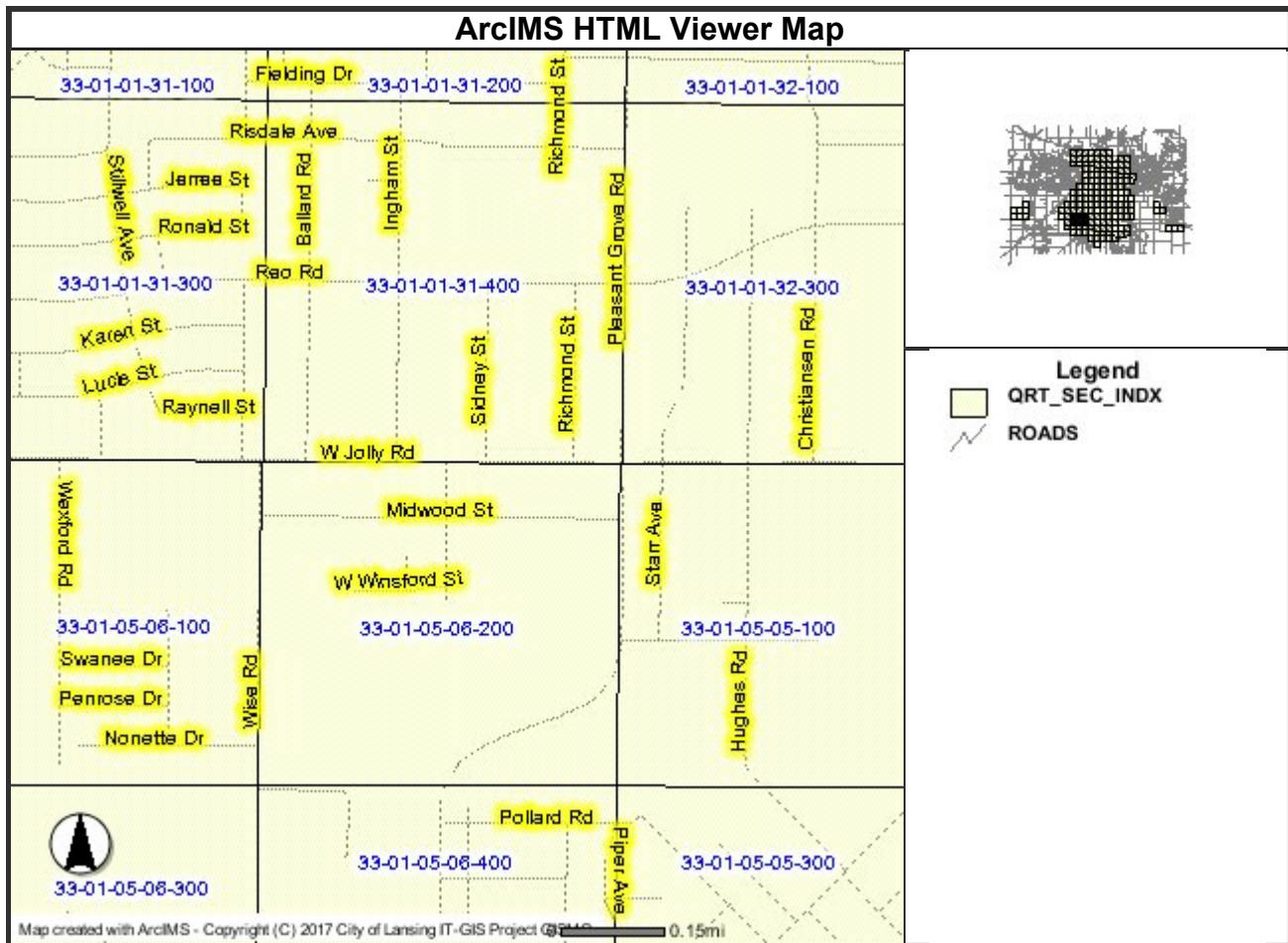
Approved for Placement on
the City Council Agenda:

Jim Smiertka
City Attorney

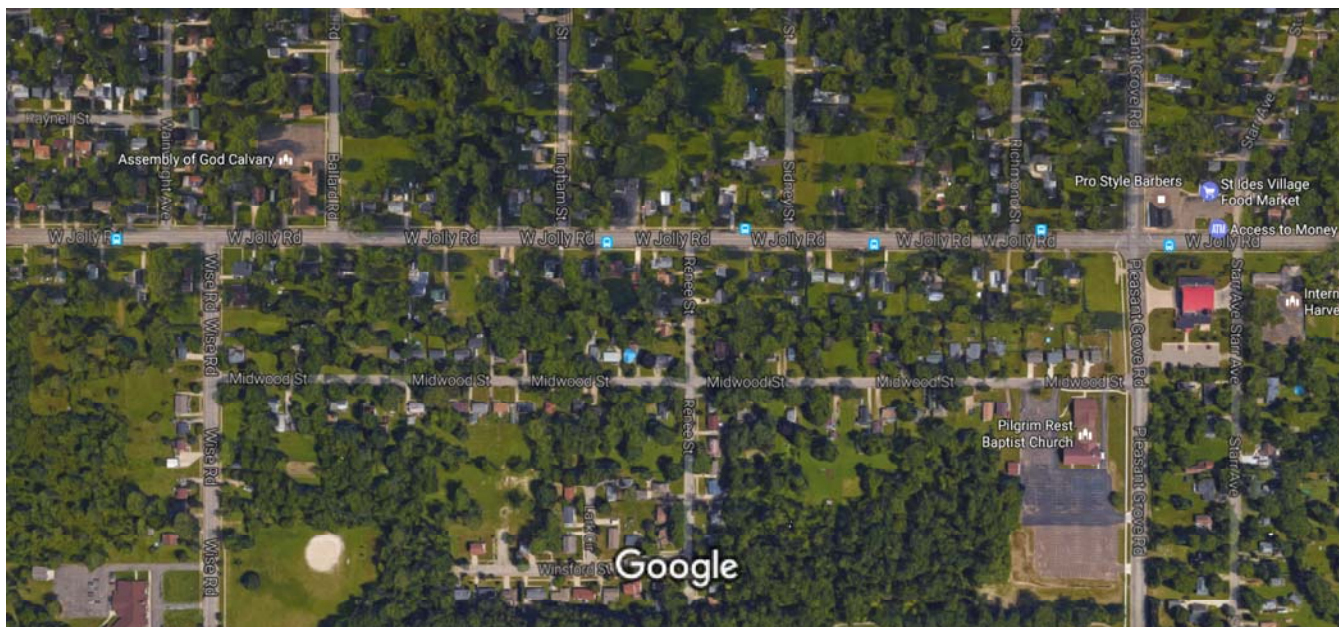
Date:

Jolly Road Sidewalk Repair Project Area





Google Maps



Map data © 2017, Imagery © 2017, Google



Virg Bernero, Mayor

OFFICE OF THE MAYOR

9th Floor, City Hall
124 W. Michigan Avenue
Lansing, Michigan 48933-1694
(517) 483-4141 (voice)
(517) 483-4479 (TDD)
(517) 483-6066 (Fax)

TO: City Council President Patricia Spitzley and Councilmembers

FROM: Mayor Virg Bernero

DATE: 2-9-17

RE: Greater Lansing Regional Committee on Stormwater; MOA & Participation

The attached correspondence is forwarded for your review and appropriate action.

VB/rh
Attachment



City of Lansing
Inter-Departmental
Memorandum



To: Virg Bernero, Mayor

From: Chad A. Gamble, P.E., Director of Public Service

Subject: CITY COUNCIL AGENDA ITEM - Greater Lansing Regional Committee on Stormwater; MOA & Participation

Date: February 8, 2017

Please forward this resolution to City Council for placement on the Agenda.

If you have any questions, or need additional information, please give me a call.

Attachments

RESOLUTION #2017-472
BY THE COMMITTEE ON PUBLIC SERVICES
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

A RESOLUTION TO CONTINUE MEMBERSHIP IN THE GREATER LANSING
REGIONAL COMMITTEE FOR STORMWATER MANAGEMENT AND TO
AGREE TO THE TERMS OF THE MEMORANDUM OF AGREEMENT

WHEREAS the United States Environmental Protection Agency (USEPA) and the Michigan Department of Environmental Quality (MDEQ) have required municipalities in the Greater Lansing Tri-County Region to apply for and maintain compliance with a National Pollutant Discharge Elimination System Permit for their municipal stormwater discharges; and

WHEREAS, the Greater Lansing Area Communities prepared, reviewed, and proposed a Memorandum of Agreement for adoption by all the municipalities and agencies to formalize and establish the Greater Lansing Regional Committee for Stormwater Management (GLRC); and

WHEREAS, participation in the GLRC advances local efforts for responsible stewardship of our natural resources, allows for the cooperative management of the watersheds in our community and this region, and assists the participating municipalities and their departments in complying with the regulatory requirements promulgated by the MDEQ and the USEPA Municipal Separate Storm Sewer System (MS4) stormwater discharge permits; and

WHEREAS, the Memorandum of Agreement which was adopted by these municipalities and agencies originally in 2008, was revised and updated and re-adopted in 2012, and has now been prepared reflecting changes in the participating municipalities and activities to meet permit requirements and extending the period of the agreement to April 30, 2022; and

WHEREAS, the City of Lansing has been a member of the GLRC, since its inception in 2003.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the Greater Lansing Regional Committee for Stormwater Management Memorandum of Agreement revised by the GLRC on December 8, 2016, and authorizes payment of the appropriate annual assessment for support of the GLRC; and

BE IT FURTHER RESOLVED, that the City of Lansing's representative to the GLRC is the City Engineer.

**GREATER LANSING REGIONAL COMMITTEE
for Stormwater Management**

MEMORANDUM OF AGREEMENT - DECEMBER 8, 2016

**Original Agreement- MAY 21, 2004
Revised and Adopted-DECEMBER 13, 2012**

I. PURPOSE

It is the purpose of this Memorandum of Agreement (hereinafter the Agreement) to set forth the composition, duties, and responsibilities of the Greater Lansing Regional Committee for Stormwater Management (hereinafter the "GLRC") to be formed as more particularly described below. Local public agencies, institutions, and communities believe there are substantial benefits that can be derived under this Agreement through cooperative management of the Grand River, Red Cedar River and Looking Glass River watersheds to protect the Waters of the State; to meet local initiatives for protecting the environment; and in providing mutual assistance in meeting the requirements under the Michigan Department of Environmental Quality (MDEQ) National Pollutant Discharge Elimination System (NPDES) Permit for Municipal Separate Storm Sewer Systems, (hereinafter the "MS4 Permit") or similar stormwater discharge permits issued to public entities within the Grand River, Red Cedar River, and Looking Glass River watersheds.

The Agreement will also provide a framework for consideration of new, permanent watershed organizations with potentially broader responsibilities that could provide a more cost effective and efficient means to meet state and federal requirements, and public expectations for restoration and maintenance of the beneficial uses of the watersheds.

II. HISTORY OF GLRC

On November 15, 1999, Delta Township and the City of Lansing hosted a meeting for several local communities. The meeting notice stated that this was to be "an informal meeting to discuss the Stormwater Phase II program (now referred to as the MS4 program) and how, or if, there may be a way to pool resources on a regional basis".

Representatives from various communities, counties and MDEQ discussed the Federal Regulations for Stormwater Phase II and the MDEQ's program allowing a "Voluntary Permit Program." Originally nine communities and three counties were listed as designated communities by MDEQ.

Subsequent meetings were held to continue exploring the feasibility and cost of a cooperative effort. On June 8, 2000, a draft Resolution was prepared for the establishment of the "Greater Lansing Area Regional NPDES Phase II Stormwater Regulations Committee" and for each community to name a representative to serve on the committee.

Throughout the remainder of 2000, the committee obtained Resolutions from each community; elected officers; received proposals and interviewed four consulting firms. Tetra Tech MPS was selected to assist the Committee in determining how to best comply with the Phase II Stormwater Rules. Tri-County Regional Planning Commission (TCRPC) also assisted the Committee in providing contractual, fiduciary, and administrative support.

In May 2001, Tetra Tech MPS completed the “Step 1 – Permit Strategy Development” study which incorporated the Committee’s decision (April 20, 2001) to proceed as a group using the State’s Voluntary General Permit approach. The Committee then agreed to retain Tetra Tech MPS to prepare the Voluntary General Permit Application for each of the nine communities. The cost for each community was based on a formula that included weighted factors for population and land area. Eight of the nine communities then passed a second resolution agreeing to continue as a group with voluntary general permits using the distribution of costs as presented. Williamstown Township elected to proceed with a jurisdictionally based permit.

The eight communities proceeding under the voluntary general permit, also formally agreed to have the watershed management plans developed under the individual drain commissioners.

On January 25, 2002, the Committee agreed to retain Tetra Tech MPS to prepare a watershed management plan for the Grand River, Looking Glass River, and the Red Cedar River. Again, the allocation of cost agreed to by everyone was based on weighted factors involving the percent of population and land in each watershed. Each community adopted a third resolution committing their appropriate funds for the watershed management plans.

A Public Education Advisory Committee was organized to assist in the educational portion of Voluntary General Permit Applications.

Throughout 2002 and 2003 fourteen additional communities within the three watersheds were invited to join the committee. Ten communities were required to meet the MS4 Permit requirements based on the 2000 census.

Eight communities ultimately joined and participated in the regional approach and completed the Voluntary General Permit Application utilizing Tetra Tech MPS.

In March 2003, all sixteen communities and the three counties submitted their Voluntary General Permit Applications to MDEQ. In November 2003, certificates of coverage were issued to each of the sixteen communities and to each of the three counties.

In 2006 Lansing Public Schools and DeWitt Public Schools joined the GLRC.

In 2007, a lawsuit filed by a Township in Kalamazoo County, established that some townships no longer required an MS4 Permit from MDEQ. As this case relates to the GLRC, MDEQ determined that Alaledon, Bath, Oneida, Watertown, and Windsor Townships would no longer need an MS4 Permit.

At the December 14, 2007 GLRC meeting, the GLRC membership took formal action to establish an Associate Membership category to encourage any public agency, institution, or community who did not have an MS4 Permit to join the GLRC.

In 2012, the City of DeWitt entered into an agreement nesting DeWitt Public Schools.

In 2012, the MDEQ changed the process for permit renewal, instead of issuing a general watershed based permit; individual MS4 permits will be issued. The application process will detail all activities of the GLRC and members through two separate applications. Then, the MDEQ will review and negotiate, with the end result being MDEQ issuing a permit specific for each member.

In 2016, Waverly Community Schools joined the GLRC.

III. GREATER LANSING REGIONAL COMMITTEE (GLRC)

A. Term

While the ultimate organization of the GLRC and its responsibilities has evolved over time and after thoughtful review of alternatives, the signatories to this Agreement want to continue to work together under the following terms to assure the continuation of responsibility for essential services. These stormwater management services provide for the legal and financial responsibility to meet state and federal stormwater discharge permit requirements as well as local initiatives to protect the Waters of the State.

The current GLRC agreement expires on April 30, 2017. This agreement replaces the current GLRC agreement in its entirety for the period expiring **April 30, 2022**. As confirmed by MDEQ, expiration of the current permit is September 30, 2017; an application will be due to MDEQ by April 17, 2017. The members may mutually agree to renew and/or extend the term of the GLRC under the provisions contained in this Agreement.

Any member community may withdraw from this Agreement and the GLRC by delivering to the Executive Committee a resolution of withdrawal adopted by its governing body. Any such withdrawal adopted shall be effective 30 days following delivery of withdrawal, provided however, that any withdrawing community shall remain liable for payment of its annual assessment through the end of the current fiscal year.

B. Composition

Membership in the GLRC shall consist of “full members”, “associate members”, and “ex-officio members”.

The full members of the GLRC shall consist of a representative, or designated alternate, appointed by the appropriate governing body in each township, city, village, school district, institution, and county within the Grand River, Red Cedar River and Looking Glass River watersheds that has an MDEQ NPDES MS4 Permit and that are signatory to this Agreement.

The associate members of the GLRC shall consist of a representative, or designated alternate, appointed by the governing body in each township, city, village, school district,

institution, and county within the Grand River, Red Cedar River and Looking Glass River watersheds that does not have an MDEQ NPDES MS4 permit and that are signatory to this Agreement. However, once an associate member obtains an MDEQ NPDES MS4 Permit, they must become a full member of the GLRC.

Members, and designated alternates, shall serve until replaced in writing by the appointing authority.

The GLRC may also include ex-officio representatives from such agencies as Tri-County Regional Planning Commission (TCRPC), MDEQ and others as determined by the GLRC.

C. Public Participation

All meetings of the GLRC shall be noticed and conducted in accordance with the Michigan Open Meetings Act, MCL 15.261, et seq. The GLRC and/or its Executive Committee shall:

- Determine the rules for public participation
- Schedule meetings at facilities that are fully accessible to the interested public, and
- Routinely provide notice of meeting times and places at publicly accessible locations

D. Voting

The GLRC shall take all formal actions by a simple majority vote of a quorum. A quorum shall consist of one more than fifty (50%) of the GLRC members, or their designated alternates, eligible to vote. Members eligible to vote are those full members and associate members authorized in writing by an appropriate governing authority that has adopted this Agreement and that has paid its assessment. Ex-officio members shall be non-voting members of the GLRC.

E. Election of Officers and Appointment of Executive Committee

The GLRC shall annually elect, from among its members, a Chair, a Vice-Chair, a Secretary and a Treasurer. The Chair and the Vice-Chair shall be elected or appointed officials, or employees of a voting full member of the GLRC. The Secretary and Treasurer may be representatives of any full, associate, or ex-officio member of the GLRC. Officers elected by the GLRC may serve up to three consecutive terms. All terms shall be for one calendar year. The Vice Chair, or the Treasurer in the event the Vice-Chair is unavailable, may assume the duties of the Chair if the Chair is unavailable.

The Executive Committee shall have a maximum of eight voting members consisting of:

- (2) the Chair and Vice Chair of the GLRC
- (3) one representative or alternate from each member county
- (3) the Chairs of the Illicit Discharge Elimination Plan (IDEP), Public Education Plan (PEP), and Total Maximum Daily Load (TMDL) Committees

The Chair of the GLRC shall chair the Executive Committee, with the responsibility succeeding to the Vice Chair, then the Chair of the PEP Committee if the Chair of the GLRC is absent. If neither the Vice Chair of the GLRC nor the Chair of the PEP

Committee is present at an Executive Committee meeting, the Chair of the IDEP Committee shall serve as Chair for the meeting. The Chair of the GLRC shall not have an alternate serve on his behalf on the Executive Committee.

The Executive Committee will seek consensus on all issues brought before it. In the absence of consensus, the Executive Committee will adopt motions only when a majority of its members vote in favor of a motion. Each full and associate member will have one vote. A County or Committee may designate an alternate to serve and vote on behalf of their appointed representative to the Executive Committee.

F. Meetings

The GLRC shall meet at least twice each year at a designated time and location established by the Executive Committee. Agendas for GLRC meetings will be distributed and circulated to all members at least two weeks in advance of all meetings. The Executive Committee will meet at least five times each year at the call of the Chair. All meetings of the GLRC, Executive Committee, standing committees or special committees established under the GLRC shall operate under the Robert's Rules of Order unless modified by a majority vote of the GLRC members. The meetings of the GLRC may be rotated to locations throughout the three watersheds allowing any member or community agency to host a meeting.

G. GLRC Duties

The GLRC shall have the following duties:

1. Budget and Assessments

The fiscal year for the GLRC shall coincide with the calendar year.

Upon execution of this Agreement, review and approve the annual budget for the GLRC and establish the allocation of annual assessments for each member category. The GLRC shall adopt a budget before each December 31 for the calendar year that follows.

2. Standing Committees

Establish and outline a charge for up to three standing committees. The IDEP, PEP, and TMDL Committees will continue to function. Any member or designated alternate may serve on any standing committee. See Appendix A for a chart of the GLRC structure.

3. Watershed Management

The GLRC is committed to working with watershed partners in the region. This includes but is not limited to: Middle Grand River Watershed Planning Project (319), Red Cedar River Watershed Planning Project (319), Friends of the Looking Glass River Watershed, Middle Grand River Organization of Watersheds (MGROW), Mid-Michigan Environmental Action Council (Mid-MEAC), student groups, etc. The GLRC values the watershed efforts being conducted and will work with these groups to improve water resources in the Tri-County region.

4. Other Duties

- Maintain official written record of meetings that includes attendance, issues discussed and votes taken.
- Recommend to member communities, institutions, school districts, and counties any subsequent changes needed to this Agreement.
- Take other actions required, including delegation of responsibilities to the Chair or Executive Committee to carry out the purposes and conduct the business of the GLRC including, but not limited to, directing the activities of any committees established under this Agreement or subsequently authorized by the GLRC.
- Encourage and promote public input into decisions and recommendations of the GLRC, and of all committees established by the GLRC.

H. Executive Committee Duties

The Executive Committee shall have the following duties:

1. Budget

With the advice of the standing committees, supervise the expenditure of GLRC monies consistent with the approved annual budget.

2. Supervise Staff and Arrange Support Services

Arrange for the services of staff responsible for facilitating meetings, preparing agendas, and negotiating and advocating on behalf of the GLRC. Supervise and provide direction to staff of the GLRC, make provisions for necessary management support services for operation of the GLRC.

All staff or employees employed by the GLRC shall be and remain at all times solely the agents, servants, or employees of the GLRC and shall not be construed for any purposes to be an agent, servant, or employee of any constituent member of the GLRC.

3. Provide Forum for Discussion

Provide a forum for discussion, and, if appropriate, resolution of issues related to the implementation of this Agreement brought to its attention by any member of the GLRC.

4. Other Duties

- Assist the standing committees and special committees of the GLRC in meeting their respective responsibilities.
- Maintain a brief written record of each Executive Committee meeting including, at a minimum, attendance, list of issues, and a record of decisions.
- Take other actions that are consistent with the provisions of this Agreement and direction provided by the GLRC.

IV. RESOLUTION

The communities, institutions, school districts, and counties entering into this Agreement shall do so by the passage of a formal resolution, or exercising authority that includes the ability to commit to the payment of their appropriate assessments based on their membership category for support of the GLRC. In subsequent years, communities, institutions, school districts, and counties shall indicate their acceptance to continue this Agreement, should it remain unchanged, through the

payment of their appropriate annual assessment in support of annual budgets approved by the GLRC.

Modifications to this Agreement as may be recommended by formal action of the GLRC shall be subject to acceptance of the appropriate authority of each community, institution, school district, or county.

Services provided through the GLRC and grant funds if obtained for stormwater management shall be, to the extent practical, limited to members that have signed and met their respective financial obligations under this Agreement.

V. FIDUCIARY SERVICES

The TCRPC has agreed to provide fiduciary services for the collection and expenditure of assessments paid under the terms of this Agreement. It is understood that the assessments paid under the terms of this Agreement will be used only for the services identified in the GLRC Annual Budget as adopted by the GLRC members. It is further understood that the assessments paid may be used to provide the required local match for federal grant dollars used to support the annual GLRC budget.

TCRPC has agreed to provide the Executive Committee full and complete access to records concerning the use of the funds collected from the members so that all expenditures of monies collected through assessments to members can be audited through a process determined to be appropriate by the Executive Committee. TCRPC has further agreed to provide a financial accounting of all funds collected and expended to the GLRC within 45 days following the end of each calendar year. Copies of the annual accounting and audit reports shall be made available to all GLRC member communities upon request. TCRPC shall obtain Executive Committee consensus before expenditure of any of the assessments collected.

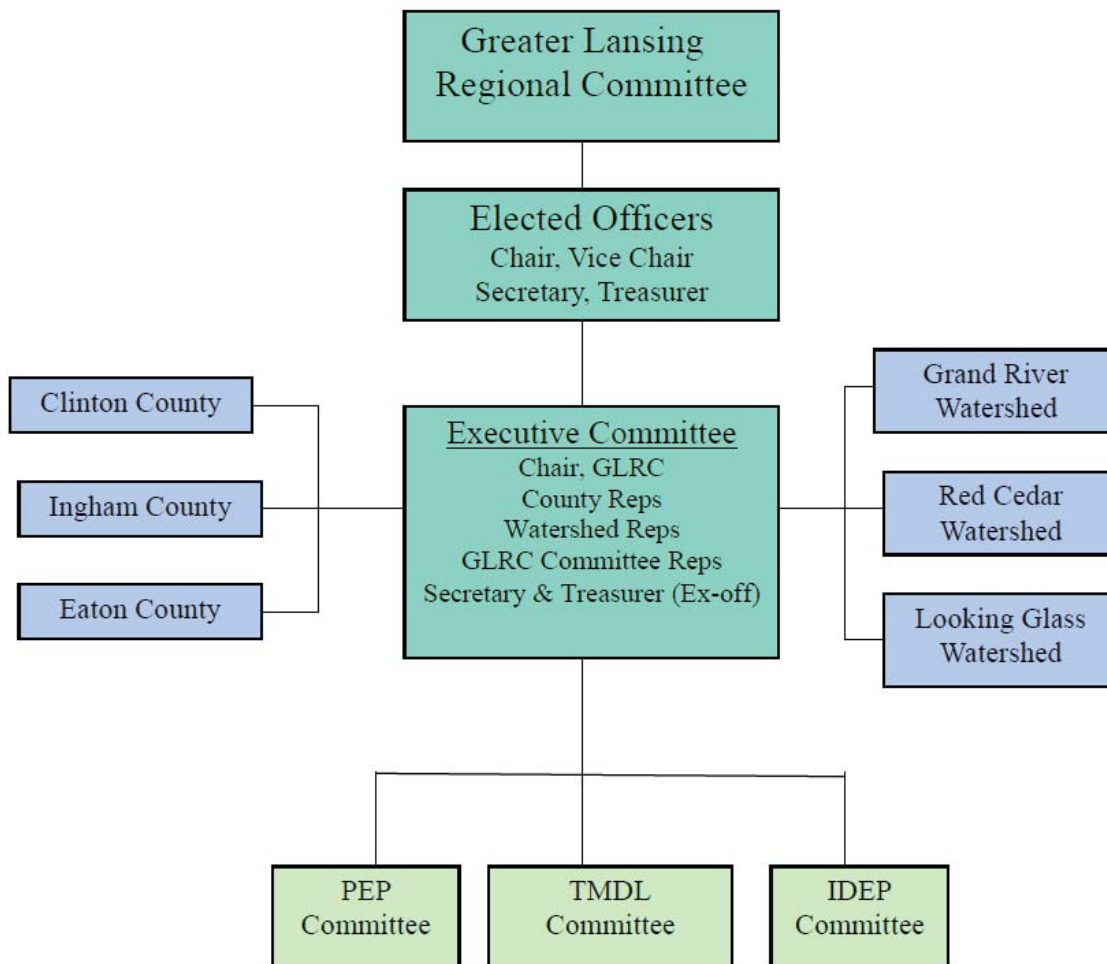
VI. INDEMNIFICATION, INSURANCE AND LEGAL FEES

Each signatory to this agreement, as part of its general liability coverage, shall maintain coverage for any damages, claims, causes of action, or actions of any nature whatsoever arising from this agreement, and does hereby agree to indemnify and save and hold harmless each other signatory, respectively, its officers, employees, and agents from and against any and all such damages, claims, actions and causes of action, including legal fees, based on this agreement, as may arise from any action taken or permitted by each signatory, respectively.

This agreement is not intended to create a legal entity subject to suit. Nothing in this section shall be construed to give any third party any claim to which said third party would not otherwise be entitled, nor shall it abrogate or diminish the defense of governmental immunity, or any other defense, for any claim against any party.

APPENDIX A

STRUCTURE OF THE GREATER LANSING REGIONAL COMMITTEE FOR STORMWATER MANAGEMENT





Virg Bernero, Mayor

OFFICE OF THE MAYOR

9th Floor, City Hall
124 W. Michigan Avenue
Lansing, Michigan 48933-1694
(517) 483-4141 (voice)
(517) 483-4479 (TDD)
(517) 483-6066 (Fax)

TO: City Council President Patricia Spitzley and Councilmembers

FROM: Mayor Virg Bernero

DATE: 2-9-17

RE: Sidewalk Snow Removal Assessment Notice of Hearing

The attached correspondence is forwarded for your review and appropriate action.

VB/rh
Attachment



City of Lansing
Inter-Departmental
Memorandum



To: Virg Bernero, Mayor

From: Chad A. Gamble, P.E., Director of Public Service

Subject: CITY COUNCIL AGENDA ITEM - Sidewalk Snow Removal Assessment Notice of Hearing

Date: February 9, 2016

Please forward this resolution to City Council for placement on the Agenda.

If you have any questions, or need additional information, please give me a call.

Attachments

BY THE COMMITTEE ON PUBLIC SERVICE
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

SNOW AND ICE REMOVAL ASSESSMENT ROLL WINTER 2016-17

WHEREAS, pursuant to Chapter 1020.06, Snow and Ice, adopted by this Council, the City Assessor has completed the assessment roll for removal of snow and/or ice adjacent to certain properties within the City.

WHEREAS, the owners of these properties were given proper notice in accordance with Chapter 1020.06(c)(1) to remove the snow and/or ice from the public sidewalk adjacent to their property.

WHEREAS, the City incurred costs for the removal of snow and/or ice, which it is required to recover in accordance with Chapter 1020.06(c)(2).

WHEREAS, pursuant to Chapter 1020.06, the fees for those costs were adopted by Council.

WHEREAS, those costs incurred between November 1, 2016 and February 6, 2017, by the City total \$13,869.00.

NOW, THEREFORE, BE IT RESOLVED the Lansing City Council will hold a public hearing on Monday, March 13, 2017 at 7:00 PM, in the Council Chambers, to review, prior to confirmation, said assessment roll; and

BE IT FURTHER RESOLVED, that the City Clerk is hereby requested to give due notice of this public hearing as provided by Chapter 1026, Section 1026.06(b) and (c), of the Code of Ordinances by publishing a notice of a public hearing in a daily newspaper of the City, not more than twenty days and not less than ten days before such public hearing. In addition, the Clerk shall give notice of hearings in special assessment proceedings to each owner of, or party in interest in, property to be assessed, whose name appears upon the last local tax assessment records, by first class mail addressed to such owner or party at the address shown on the tax records, at least ten days before the date of such hearing. Said notices shall include the time and place of the hearing; a description of the properties determined by the Director of Public Service to have violated Chapter 1020.06 which are contained in the special assessment roll; where the special assessment roll is on file with the City Clerk and may be examined at the City Clerk's office;

BE IT FURTHER RESOLVED, that any person aggrieved by the assessments as contained in the special assessment roll, or the necessity of the removal of snow and ice, may file a written objection thereto which must be delivered to the City Clerk prior to the close of the hearing, or the person may appear and protest the same at the public hearing in person or by his or her representative; that the appearance and protest or written protest in the manner described is required if the person desires to appeal the amount of the assessment to the Michigan Tax Tribunal;

BE IT FINALLY RESOLVED, that pursuant to the requirement of 1962 PA 162, as amended, a written appeal of the Special Assessment may be made to the Michigan Tax Tribunal, 611 West Ottawa St., P.O. Box 30232, Lansing, MI 48909; if filed within thirty days after confirmation of the special assessment roll and if the Special Assessment was protested at this hearing.

Adopted by the Committee
on Public Services
on

Approved for Placement on
the City Council Agenda:

James D. Smiertka
City Attorney

Date:

SPECIAL ASSESSMENT ROLL 2016-2017 SNOW REMOVAL

The City Council will hold a Public Hearing in the Council Chambers on the 10th Floor of City Hall, Lansing, Michigan on Monday, March 13, 2017 at 7:00 P.M. to review, prior to confirmation, said assessment roll, and consider any complaints or objections that there may be with respect to this improvement or the assessment.

<u>Parcel Number</u>	<u>Street Address</u>	<u>Total Cost</u>
33010102377091	2707 MONTEGO DR	\$149
33010102452161	2115 VASSAR DR	\$149
33010103353001	2128 N EAST ST	\$219
33010106252001	4415 N GRAND RIVER AVE	\$219
33010108226141	ROSENEATH AVE	\$219
33010108226151	1615 ROSENEATH AVE	\$149
33010108228051	1600 LANSING AVE	\$149
33010108426002	1230 N M L KING JR BLVD	\$219
33010109207021	1616 JAMES ST	\$149
33010109231024	N LARCH ST	\$219
33010109408041	914 N WASHINGTON AVE	\$149
33010110181261	1223 E GRAND RIVER AVE	\$219
33010114105081	610 N HAYFORD AVE	\$149
33010114105091	606 N HAYFORD AVE	\$149
33010114106061	419 N CLEMENS AVE	\$149
33010114301081	120 S CLEMENS AVE	\$149
33010114301121	134 S CLEMENS AVE	\$149
33010114301131	138 S CLEMENS AVE	\$149
33010114301251	238 S CLEMENS AVE	\$219
33010114302151	227 S CLEMENS AVE	\$149
33010114307071	325 S CLEMENS AVE	\$149
33010115126101	1025 ORCHARD ST	\$149
33010115126101	1025 ORCHARD ST	\$149
33010115126101	1025 ORCHARD ST	\$219
33010115253051	1409 VINE ST	\$149
33010115302202	220 S HOSMER ST	\$219
33010115356201	917 LARNED ST	\$219
33010115380011	605 S PENNSYLVANIA AVE	\$149
33010115380131	1111 LARNED ST	\$149
33010116157081	513 W IONIA ST	\$149
33010117205001	1127 W SAGINAW ST	\$219
33010121203003	E MALCOLM X ST	\$219
33010121430075	1523 S CEDAR ST	\$289
33010122202111	942 BENSCH ST	\$219
33010122204131	936 MCCULLOUGH ST	\$149
33010122206001	1001 BENSCH ST	\$359

33010122208001	1001 MCCULLOUGH ST	\$219
33010122208011	1005 MCCULLOUGH ST	\$149
33010122226331	943 MCCULLOUGH ST	\$219
33010122252122	DAKIN ST	\$149
33010122253171	1124 MCCULLOUGH ST	\$149
33010122253211	1416 WALSH ST	\$219
33010122279141	1033 REGENT ST	\$149
33010128106011	2109 S RUNDLE AVE	\$149
33010128106031	2119 S RUNDLE AVE	\$289
33010128334091	116 ASTOR AVE	\$149
33010128334101	3022 STABLER ST	\$219
33010128336241	215 ASTOR AVE	\$149
33010128336261	223 ASTOR AVE	\$149
33010128406401	220 PARIS AVE	\$149
33010128426003	2701 S CEDAR ST	\$219
33010128433101	551 PARIS AVE	\$149
33010128435151	572 PARIS AVE	\$149
33010129206111	1116 POXSON AVE	\$149
33010129207171	1319 POXSON AVE	\$149
33010129231162	2104 S RUNDLE AVE	\$359
33010129451022	3330 S M L KING JR BLVD	\$289
33010129477083	3232 S WASHINGTON AVE	\$359
33010130301051	3600 SANDHURST DR	\$219
33010130328131	2926 DEERFIELD AVE	\$219
33010130402011	2923 DEERFIELD AVE	\$219
33010132201223	3512 S M L KING JR BLVD	\$219
33010132201256	1211 W HOLMES RD	\$219
33010132201264	1301 W HOLMES RD	\$149
33010132201273	1315 W HOLMES RD	\$219
33010133203275	3630 S CEDAR ST	\$359
33010133203275	3630 S CEDAR ST	\$219
33010133230132	3601 S CEDAR ST	\$289
33010133351121	4921 BURCHFIELD AVE	\$149
33010133476121	561 KENDON DR	\$219
33010508426022	6726 S WASHINGTON AVE	<u>\$219</u>
	TOTAL	<u>\$13,869</u>

PROPRIETOR'S CERTIFICATE - CORPORATION

NORTHWEST HOMES, INC., a corporation duly organized and existing under the laws of the State of Michigan by Francis N. Fine, President, and Donald W. Bolley, Assistant Secretary, as proprietor has caused the land to be surveyed, divided, mapped and dedicated as represented on this plat and that the road, boulevard, drives and circles are for the use of the public; that the public utility easements are private easements; that Commons "A" and "B" and the Pedestrian Ways are common areas dedicated to the lot owners of this subdivision and all other subdivisions in Section 36, T4N, R3W, City of Lansing, whose proprietorship can be traced to Northwest Homes, Inc.

Arletta Smith
Witness Arletta Smith
Jean Cronk
Witness Jean Cronk

NORTHWEST HOMES, INC.
1700 Lindberg Drive
Lansing, Michigan 48910
Francis N. Fine (President)
Donald W. Bolley
(Assistant Secretary)

PROPRIETOR'S CERTIFICATE

We, as proprietors certify that we caused the land embraced in this plat to be surveyed, divided, mapped and dedicated as represented on this plat and that the road, boulevard, drives and circles are for the use of the public; that the public utility easements are private easements; that Commons "A" and "B" and the Pedestrian Ways are common areas dedicated to the lot owners of this subdivision and all other subdivisions in Section 36, T4N, R3W, City of Lansing, whose proprietorship can be traced to Northwest Homes, Inc.

C. Bruce Kelley
Witness C. Bruce Kelley
Joan Young
Witness Joan Young

Max D. Whitmore
Max D. Whitmore, individually and as a Co-Trustee of the Estate of Russell C. Whitmore, Deceased. 1977 Lagoon Dr., Okemos, Mich. 48864
Lamoine A. Whitmore
Lamoine A. Whitmore
William D. Whitmore
William D. Whitmore, individually and as a Co-Trustee of the Estate of Russell C. Whitmore, Deceased. 2387 Huron Hill Dr., Okemos, Mich., 48864
Wilma G. Whitmore
Wilma G. Whitmore

ACKNOWLEDGEMENT

State of Michigan)
Ingham County) S.S.

Personally came before me this 12th day of May, 1970, the above named Max D. Whitmore and Lamoine A. Whitmore, his wife; and William D. Whitmore and Wilma G. Whitmore, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public C. Bruce Kelley, Ingham County, Michigan
My commission expires June 20, 1970

ACKNOWLEDGEMENT CORPORATION

State of Michigan)
Ingham County) S.S.

Personally came before me this 13th day of May, 1970, Francis N. Fine, President, and Donald W. Bolley, Assistant Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Assistant Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the free act and deed of said corporation, by its authority.

Notary Public Versel Case Jr., Ingham County, Michigan
My commission expires June 22, 1970





Carla
City of Lansing

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF GLENBURNE NO. 3
SUBDIVISION

RECORDED

JAN 4 9 35 AM '72

KATHERINE L. ROSENTHAL
REGISTERED PROFESSIONAL
LAND SURVEYOR, MICHIGAN
BY *[Signature]* Eastland-Turner

PREAMBLE

FINE-BILT HOMES, INC., a Michigan corporation, (hereinafter called "Proprietor") of 500 Alco Building, East Lansing, Michigan, is the Proprietor of a plat known as GLENBURNE NO. 3 SUBDIVISION consisting of residential lots numbered 138 through 222, City of Lansing, Eaton County, Michigan, according to the plat thereof as recorded in Liber 6 of Plats, pages 39 and 40, Eaton County Records. The proprietor is the owner of all of the lots in this Subdivision.

The Proprietor intends to construct on the land embraced within this Subdivision a complex of single family houses to be conveyed to separate owners and to be used for residential purposes. Each house will be situated on a residential lot. All references in these restrictions to a lot shall mean and include the lot together with all improvements thereon. The Proprietor desires to impose protective restrictions upon this Subdivision in order to insure its most beneficial development as a residential area, to prevent any use of the land which might tend to diminish its valuable or pleasurable enjoyment and to provide for maintenance and upkeep of the common areas to assure harmony, uniformity, attractiveness and utility of the project.

Therefore, Proprietor imposes the protective restrictions hereinafter set forth upon Glenburne No. 3 Subdivision. These restrictions shall not become operative with respect to Glenburne No. 3 Subdivision until the first conveyance by Proprietor of a lot in such Subdivision to a purchaser.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Glenburne Subdivision No. 3 Association, Inc., its successors and assigns.

Jack D. [Signature]

1070

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot in the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is the area designated as a park on the plat of Glenburne No. 3 Subdivision, more specifically defined as Commons "C" of Glenburne No. 3, a subdivision on part of Section 36, T4N, R3W, City of Lansing, Eaton County, Michigan, as recorded at Liber 6, Pages 39 and 40, Eaton County Records.

Section 5. "Lot" shall mean and refer to any lot shown upon the plat of Glenburne No. 3 Subdivision with the exception of the Common Area.

Section 6. "Proprietor" shall mean the person who has developed the Properties, Common Area and Lots and who has hereinafter executed this Declaration, his successors and assigns, if such successors or assigns should acquire more than one lot for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable fees if necessary for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Association of Owners. Each lot shall be deemed to have only one owner regardless of the number of persons owning undivided interests therein. Each owner of a lot in this Subdivision shall be and become a member of the Association at such time as these restrictions become operative with respect to such owner's lot and no other person or entity shall be entitled to membership except for the incorporators and the first Board of Directors.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Proprietor and shall be entitled to one vote for each lot owned.

Class B. The Class B member (s) shall be the Proprietor and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on January 1, 1974.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Proprietor for each Lot owned within the Subdivision hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The

annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Subdivision and for the improvement and maintenance of the Common Area, and of the homes situated upon the Subdivision.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Thirty-five and no/100 Dollars. (\$35.00) per Lot.

(a) From and after January 1 of the year, immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to Owner, the maximum annual assessment may be increased above 3% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Maintenance by Owners. Each owner shall in the first instance be individually responsible for maintenance and care of the dwelling and appurtenances on his property. Each house shall be maintained in a manner and to an extent which is reasonably harmonious and in keeping with the other houses in the Subdivision. In the event that the owner shall fail to maintain his property and the exterior of any improvements situated thereon in such manner and to such extent, then the members of

the Association, in a manner and to the extent hereinbefore provided for approval of special assessments in Article IV, Section 4, and upon recommendation of the Board of Directors, shall have the right to authorize appropriate agents to enter upon such parcel and to repair, rehabilitate and restore such parcel and the exterior of any improvements thereon to substantially the same condition said property and any improvements thereon were in at the time of initial conveyance by the Proprietor and the cost thereof shall be assessed to the Owner and collected in a manner provided for collection of assessments under Article IV, hereof.

Section 6. Liability Insurance. The Association may carry public liability and property damage insurance, in such amounts as its Board of Directors may determine, insuring against loss caused by or connected with the ownership by the Association of the Common Area.

Section 7. Negligence of Owner. In the event that the need for maintenance or repair of Common Areas is caused through the willful or negligent act of an owner, his agents, guests or invitees, the cost of such maintenance or repair shall be added to and become a part of the assessment to which such owner's property is subject under Article IV.

Section 8. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance to the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 9. Method of Collection. Both annual and special assessments may be collected on a monthly basis.

Section 10. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid.

Section 11. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of Six (6%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise be relieved from liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 12. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

RESTRICTIONS

Section 1. All lots, covered by these restrictions shall be used exclusively for single-family residence purposes, or recreational purposes. No structure shall be erected on such lots except one single-family dwelling except where recreational use is made of any lot or lots. By inference or otherwise, these restrictions and covenants are not to be construed as covering any lands other than the lots mentioned herein.

Section 2. No building shall be erected on any lot less than 25 feet from any street line, nor less than 20 feet from any secondary street on corner lots, nor nearer than 3 feet from any side line on interior lots, nor nearer than 3 feet from the rear line of any lot; provided that an unenclosed porch or stoop shall not be considered a part of the building for the purposes of this paragraph. Easements are reserved along and within 6 feet of the rear and side lines of all lots in the subdivision for construction and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, telephones, drains and other public and quasi public utilities, and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with right of ingress to and egress from and across said premises to employees of said utilities; said easement shall also extend along any owner's side and rear property lines in the case of fractional lots; PROVIDED, HOWEVER, that such easement shall not be deemed to be exclusive and it shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said lots not within the 6 foot side strip, as long as such lines do not hinder the construction of buildings on any lots in this subdivision, nor shall it be considered a violation of the provisions of the easement if any other use is made of the surface of the land, including, particularly, driveway purposes, so long as it does not interfere with the free use and access by the utilities.

Section 3. Any one-story dwelling erected on a lot shall contain a minimum living area of 750 square feet at ground level. Any two-story homes shall not be less than 420 feet on the first floor and not less than 840 feet in total. No garage, basement, carport, porch terrace, or breezeway shall be included in computing the minimum space herein.

Section 4. All buildings erected shall be of new construction, with exterior walls made or completely faced with brick, stone, or wood siding or asbestos materials or other similar materials. No building shall be more than 2 stories in height and no building shall be moved onto any lot, converted or remodeled to house more than one family unit.

Section 5. No partially completed home, basement, garage or trailer shall be used for residential purposes.

Section 6. Accessory buildings shall correspond in general style of architecture with residences and shall not be over 16 feet in height and shall be placed at least 5 feet in the rear of the house. This does not apply to garages and carports.

Section 7. No crops except kitchen gardens, orchard and small fruit trees and shrubs of reasonable size and numbers shall be grown on any lot in Glenburne No. 3 Subdivision.

Section 8. If gravel shall be found on any lot, the same shall not be excavated or removed except as necessary in buildings on said lot.

Section 9. All soil removed from any lot in grading or excavating a basement shall at the option of Northwest Homes, Inc. and Fine-Bilt Homes, Inc. become the property of same and when removed from the lot shall be deposited at a place or places designated by same not more than one-fourth mile from the point of excavation, or to their assigns of the above rights.

Section 10. No fuel storage tank shall be maintained above ground unless entirely enclosed by a building. Garbage receptacles shall be underground and at least 50 feet from any street line. Refuse containers shall be kept only inside building.

Section 11. No billboards or signs shall be erected or maintained on any lot except "For Sale" or "For Rent" sign which shall not exceed 4 square feet in area. Provided, however, that Northwest Homes, Inc. and Fine-Bilt Homes, Inc. shall have the right for himself and his agents in connection with the promotion and sale of lots in the subdivision to erect signs as may seem desirable to him in excess of the above area requirement.

Section 12. Hereafter, no lot shall be used for residential purposes unless the driveway approach leading from the hard surface street to the lot line shall be made of asphaltic or concrete material.

Section 13. Hereafter, no lot shall be used for residential purposes unless the planting strip situated between the lot line or sidewalk and the street or curb line shall be graded, covered with four inches of fertile, friable top soil, and supplied with sufficient perennial grass seed to seed same.

Section 14. Provided, however, that it shall not be necessary that either 12 or 13 of the above covenants be fulfilled for one year from the start of construction of a dwelling house on any lots; and, provided further, that it shall be the responsibility and obligation of Fine-Bilt Homes, Inc., and Northwest Homes, Inc., or owners, and platfords to enforce the above covenants.

ARTICLE VI
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

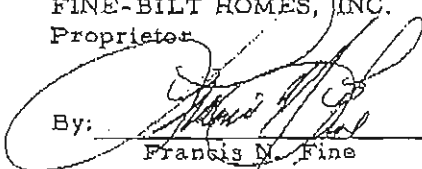
Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional land owned or to be owned by the Proprietor may be annexed to these restrictions without consent of the owners, within ten years of the date of these restrictions provided that the FHA determines that the annexation is in accord with the general plans heretofore approved by it. Thereafter two-thirds (2/3) consent of each class of members shall be necessary prior to annexation.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration of the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Proprietor herein, has hereunto set its hand and seal this 21 day of December, 1971.

FINE-BILT HOMES, INC.
Proprietor

By: 

Francis N. Fine

Its President

STATE OF MICHIGAN,

COUNTY OF INGHAM, ss:

On this 21 day of December, 19 71, before me personally appeared Francis N. Fine, who, being by me duly sworn, did say that he is the President of Fine-Bilt Homes, Inc. and that the said instrument was signed in behalf of said corporation by authority of its Board of Directors and the said Francis N. Fine acknowledged the said instrument to be the free act and deed of said corporation.


Donald Brey
Notary Public, Ingham County.
My Commission Expires: Nov 28, 1975

This instrument prepared by Jack D. Born
HUBBARD, FOX, THOMAS & BORN, Attorneys
1108 Michigan-National Tower
Lansing, Michigan 48933

REGISTER'S OFFICE EATON COUNTY MI
 Received for record this 28th day of April, A.D. 1937
 at 1:30 P.M. and recorded

REGISTER OF DEEDS
 Deputy Register of Deeds

AMENDMENTS TO RESTRICTIONS

FINE-BILT HOMES, INC., A Michigan Corporation of 500 Alco Building, East Lansing, Michigan, being the owner of all of the Lots of Glenburne Subdivision, City of Lansing, Eaton County, Michigan, according to the Plat thereof as recorded in Liber 6 of Plats, Pages 23-26, Eaton County Records, does hereby, by way of Declaration, AMEND the restrictions heretofore recorded in Liber 430, Page 394, Eaton County Records, as follows:

ARTICLE V. Section 2 shall be amended by the addition of the following:

"Lots 27, 28, 29 and 30, having been divided into three (3) building sites described as:

- (a) Lot 30 and the Southerly 20 feet of Lot 29
- (b) The Northerly 30 feet and the Southerly 35 feet of Lot 28
- (c) The Northerly 15 feet of Lot 28 and entire Lot 27.

The easements referred to in this section shall be on the following described property:

- (aa) Commencing at the SE corner of Lot #30; thence N. 25° 50' E. 140 feet to point of beginning; thence N. 64° 10' W. 110 feet; thence N. 25° 50' E. 10 feet; thence S. 64° 10' E. 110 feet; thence S. 25° 50' W. 10 feet to point of beginning.
- (bb) Commencing at the SE corner of Lot #30; thence N. 25° 50' E. 75 feet to the point of beginning; thence N. 64° 10' W. 110 feet; thence N. 25° 50' E. 10 feet; thence S. 25° 50' W. 10 feet to point of beginning.

RECORDED
JAN 30 1971
LIBER 436 PAGE 749

An additional easement shall be imposed for utilities over that part of Lot 59 described as follows:

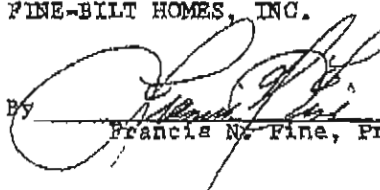
Commencing at the NE corner of Lot 59, running thence Easterly 109.66 feet to the NW corner of said Lot 59; thence Southeasterly 12 feet on the Easterly lot line; thence Easterly to the NE corner of Lot 59, the point of beginning."

In all other respects, the restrictions contained in Liber 430, Page 394, Eaton County Records are hereby ratified and confirmed.

FINE-BILT HOMES, INC.

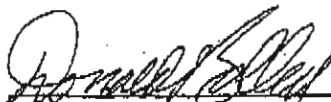
DATED: January 29, 1971

By


Francis N. Fine, President

STATE OF MICHIGAN)
COUNTY OF INGHAM) ss.

On this 29th day of January 1971, before me, a Notary Public in and for said County, appeared FRANCIS N. FINE, to me personally known, who, being by me duly sworn, did say that he is the President of FINE-BILT HOMES, INC. the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation; And that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said FRANCIS N. FINE acknowledged said instrument to be the free act and deed of said corporation.


Donald Bolley

Notary Public, Ingham County, Michigan
My Commission Expires: December 14, 1971

BY THE COMMITTEE ON PUBLIC SERVICE
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, each property owner in the Glenburne Subdivision, by accepting a deed to property within the Subdivision, is, per the Declarations of Covenants, Conditions and Restrictions filed with Eaton County by the developer, Francis M. Fine, a member of the Glenburne Subdivision Association; and

WHEREAS, per the Declarations, members of the Association jointly own and are collectively responsible for the maintenance of an 11 acre green space within the Subdivision, known as Glenburne Commons; and

WHEREAS, there is no longer an internal assessment mechanism in place for the Association to collect fees from members for maintenance of the Commons; and

WHEREAS, the City of Lansing through its Code Compliance office has determined the current state of the Commons requires immediate abatement in order to:

- a. eliminate hazards to health and safety, such as infection or infestation caused by rodents or mosquitoes breeding in tall grass
- b. keep grass within a reasonable height with respect to the surrounding neighborhood and homes to which it relates;
- c. facilitate the enjoyment of this commons area and its environment by its owners
- d. protect the public from possible injury that may result from obstructions caused by overgrown grass
- e. prevent the devaluation of surrounding properties by maintaining the safety and appearance of the common areas
- f. provide for the orderly and harmonious development of the community;
- g. promote traffic and pedestrian safety,
- h. protect and promote the aesthetic quality of life within the City; and

WHEREAS, the City Council Public Service Committee has considered options for maintenance; and

WHEREAS, the City of Lansing has established the need for a special assessment district that includes all properties encompassed by the Association for the purpose of financing the mowing and maintenance of the Commons; and

WHEREAS, the City of Lansing intends to determine the estimated cost of providing such services should be covered by a special assessment against those properties especially benefited as authorized by Public Act No. 59 of 1978, as amended, and Chapter 1026 of the Lansing Code of Ordinances; and

WHEREAS, the City of Lansing has reviewed the proposed special assessment boundaries, the services proposed within those boundaries.

NOW THEREFORE BE IT RESOLVED, that the City Council hereby determines it to be a public necessity to mow and maintain the Glenburne Commons and hereby establishes the Glenburne Commons special assessment which includes all of the parcels within these areas:

Glenburne Subdivision

Glenburne Subdivision No. 2

Glenburne Subdivision No. 3

Glenburne Subdivision No. 4

Glenburne Subdivision No. 5

Part of the North 2 and South East $\frac{1}{4}$ of Section 36, T4N, R3W

City of Lansing, Eaton County, Michigan

BE IT FURTHER RESOLVED, that annual cost of mowing and maintenance of Glenburne Commons will be supported and financed by a 10 year special assessment against the properties in the special assessment district, which includes all parcels covered by the Declarations of Covenants, Conditions and Restrictions of the Glenburne Subdivision.

BE IT FURTHER RESOLVED, the special assessment shall include all direct costs for mowing and trash removal, as well as indirect costs for determining estimates, preparing of the assessment and the roll, and providing notices and that the assessment will be reviewed and adjusted annually, based on actual costs to provide service.

BE IT FURTHER RESOLVED, the initial annual assessment, for the period of July, 2016 through June, 2017, includes a one-time cost for surveying the property lines and boundaries of the Commons.

BE IT FINALLY RESOLVED, that the Office of Code Compliance is hereby authorized to prepare the necessary cost estimates for special assessment as contained in this resolution and determine the cost of said project in sufficient detail to establish the special assessment district for a 10 year period commencing 2016; and the applicable assessment to the properties in the district, and to furnish said information to the Mayor and City Council.

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Robert Johnson, Chief of Staff

FROM: David A. Berridge, Director of Public Service

DATE: June 13, 2002

David A. Berridge

SUBJECT: Glenburne Commons Mowing

Attached is a memorandum from Jim Campfield outlining our needs in order to provide mowing services for the Glenburne Commons acreage. We are ready to proceed provided we receive the following: funding through an assessment district, liability protection through an access/easement agreement, up-front capital equipment funds, and staffing authorization for one additional seasonal worker.

If you have questions, please feel free to contact me.

attachments

cc: Jim Campfield

file: Special Projects — Glenburne Commons ✓

D:\MyFiles\Glenburne Commons\Johnson Memo.wpd



INTEROFFICE COMMUNICATION CITY OF LANSING

PUBLIC SERVICE DEPARTMENT
Operations & Maintenance

David C. Hollister, Mayor

To: David Berridge, Public Service Director

June 12, 2002

From: James J. Campfield, Superintendent of Operation & Maintenance

Subject: Mowing of Common Ground - Glenburne Commons

Per the request to review the potential of O&M to maintain the common grassy area of the Glenburne Commons, I have the following recommendations and costs for you.

The 11.6 acres in question constitutes approximately 10% of our current mowing work load. Looking at this existing work load, there is no additional time available in my staff's schedule to take on this additional acreage, therefore, in order for us to perform this activity it would require the addition of one seasonal worker. The mowing frequency we would recommend to be similar to our current rate which is in the area of once every two to three weeks. If a higher rate is desirable, then additional cost would have to be incurred beyond which has been calculated.

In addition to the need to increase staff, we will also require the purchase of additional equipment. A one time capital cost of \$25,000 will pay for the additional equipment necessary to perform this work. This would include a trailer, tractor and mowing attachments. After this initial investment, rent that is included in the annual estimated cost provided, would be paid to the Service Garage that would thus pay for operating, maintenance and replace costs on an ongoing bases.

The annual costs involved for this activity will be around \$28,750 which includes all labor, material and equipment rental. I have attached a copy of the breakdown for these costs.

To fund this particular common area grass mowing, I would recommend an assessment district to be established. Current funding for our mowing activity is maximized and it's origination is from Act51 Major and Act51 Local Street Funds. Act 51 funds can not be utilized for this common area mowing. We have a minor amount of funding for a pilot program for Michigan Ave. Boulevard from the General Fund. It comes from the Beautification Project funding of which part of it was earmarked for higher frequency mowing, fertilizing and herbicide applications for this area.

The fact that this would be at this time private property concerns me as far as liability issues and that we as a department have not involved ourselves in servicing private property. If we were to receive the authority to proceed, the financing and staffing for this request, I would suggest that we establish some means to reduce our risk by acquiring the property or some form of easement/agreement.

If you have any questions, please contact me concerning this.

JUN 12 02 PM 4:10

Cost Estimate

Mowing 11.6 A

Labor Estimates:

Description	Rate		Total	
Maint Supv. 30	\$21.47	6	6	\$128.82
	\$32.63		0	\$0.00
Equip. Oper. 03500	\$18.71		0	\$0.00
	\$28.44		0	\$0.00
Driver Worker 300	\$16.34		0	\$0.00
	\$24.84		0	\$0.00
Maint. Wkr. 04400	\$17.46		0	\$0.00
	\$26.54		0	\$0.00
Equip. Oper. 400	\$17.46		0	\$0.00
	\$26.54		0	\$0.00
Maint. Wkr. 200	\$14.83	20	20	\$296.60
	\$22.54		0	\$0.00
Maint. Wkr. 02300	\$16.34		0	\$0.00
	\$24.84		0	\$0.00
Seasonal	\$10.56	20	20	\$211.20
	\$16.05		0	\$0.00
Night Premium	\$0.75		0	\$0.00
Subtotal			46	\$636.62

Fringe Benefits	83.27%			\$530.11
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Labor Estimates:				\$1,166.73
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Equipment Estimates:

Description	Rate		Total	
Mower 72"	\$26.30	20	20	\$526.00
Weed Whip	\$9.28	20	20	\$185.60
Crewcab	\$7.15		0	\$0.00
Pickup	\$6.90	26	26	\$179.40
				\$0.00
Equipment Estimates:			66	\$891.00

Material Estimate

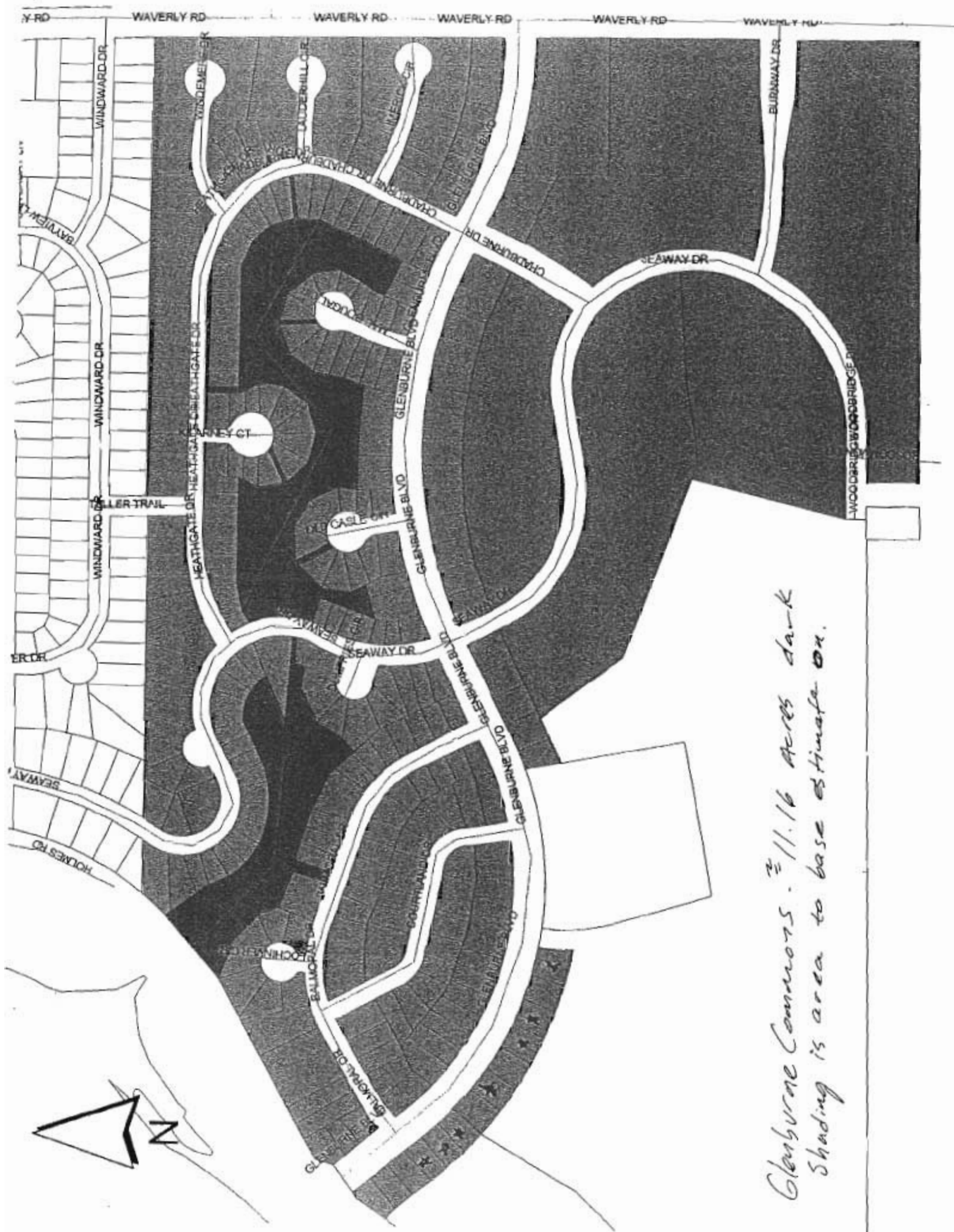
Description	Rate	Total	
Prismo	\$0.60	0	\$0.00
		0	\$0.00
			\$0.00
Material Estimate			\$0.00

Costs		\$2,057.73
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Overhead	7.50%	\$154.33
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ESTIMATED COSTS		\$2,212.06
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ESTIMATED TOTAL COSTS	13 times	\$28,756.83
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Boak, Sherrie

From: Sanford, Scott
Sent: Friday, September 9, 2016 8:12 AM
To: Boak, Sherrie; Johnson, Robert
Cc: Smiertka, Jim; Bennett, Angela
Subject: RE: URGENT - Public Service - Glenburne Next Week

I have looked into the past resolutions and the proposed resolution we did for 2011 that didn't get passed and I have estimated the following costs:

Grass Mowing: \$7,500.00
Trash Cleanup: \$7,500.00
Total Cost for this year: \$15,000.00

This breaks down to about \$46.00 per property in the Glenburne Subdivision. At the current height of the grass we are anticipating having to mow it at least 3 times to bring it back to acceptable condition. This will be done as a rough cut at first to be able to identify all the trash and debris on the property and then having to mow to clear paths for the trash contractors to access and clean the commons. After the trash contractors are done the grass team will come back in and finish. For a normal mow it can take 8-10 hours to mow the full 11 ½ acre commons due to the size of the property and terrain.

After the initial mowing and cleanup we anticipate mowing it ever 10-14 days or so to maintain it as needed.

Scott Sanford
Lead Housing Manager
Fire Marshal's Office / Code Enforcement Section
517-483-6946

From: Boak, Sherrie
Sent: Thursday, September 8, 2016 4:47 PM
To: Johnson, Robert <Robert.Johnson@lansingmi.gov>
Cc: Sanford, Scott <Scott.Sanford@lansingmi.gov>; Smiertka, Jim <Jim.Smiertka@lansingmi.gov>; Bennett, Angela <Angela.Bennett@lansingmi.gov>
Subject: RE: URGENT - Public Service - Glenburne Next Week

Thanks.

From: Johnson, Robert
Sent: Thursday, September 8, 2016 4:46 PM
To: Boak, Sherrie
Cc: Sanford, Scott; Smiertka, Jim; Bennett, Angela
Subject: Re: URGENT - Public Service - Glenburne Next Week

Sherrie:

The lead should be the Law Department/Finance and Code Enforcement.

I'm looping Jim (legal status of the commons) and Angie (assessment). Scott would handle the cost write-up.

Glad to help because of the knowledge that I have with respect to this issue.

Bob

Sent from my iPhone

On Sep 8, 2016, at 4:25 PM, Boak, Sherrie <Sherrie.Boak@lansingmi.gov> wrote:

<image001.gif>

Good Afternoon

In preparation for the meeting next Tuesday – 6:30-p.m at Tabernacle of David; Committee Chair Council Member Dunbar has us preparing the information.

We WILL provide copies of the declarations, deeds, covenants that you provided to us.

We WILL provide a copy of the last assessment roll.

We need your assistance in providing an estimated cost for maintenance (trash removal and mowing) so the Committee will have number to work with for future assessments.

Also, if there is other information you would like provided either provide to our office to make copies no later than Tuesday morning at 9 a.m., or please bring multiple copies that night.

Thanks for your assistance, and if you need anything from us or have questions, please do not hesitate to contact us.

Have a nice night.

Sherrie Boak
City of Lansing
City Council Office Manager
517-483-7683
www.lansingmi.gov/City_Council