

AGENDA

Committee on City Operations AGENDA FOR JUNE 2, 2021 AT 3:30 PM



Access the meeting via: <https://us02web.zoom.us/j/83295036449> ; ID 832 9503 6449; Dial In (301) 715-8592 email comments prior to the meeting at sherrie.boak@lansingmi.gov

All Councilmembers will participate virtually & may be contacted prior to the meeting at city.council@lansingmi.gov 483-4177

Council Member Dunbar, Chairperson
Council Member Spadafore, Vice Chairperson
Council Member Hussain, Member

1. **Call to Order**
2. **Roll Call**
3. **Minutes**
 - A. Minutes 5/19/2021
4. **Public Comment on Agenda Items (Up to 3 Minutes)**
5. **Discussion/Action:**
 - B. RESOLUTION - Support of Updating Part 115 of Michigan's Solid Waste Law (PEND-2549)
 - C. RESOLUTION - Claim Appeal; Claim #1838, Erika Li for \$14, 476 in Trash Removal Fees at 3222 S Martin Luther King Jr Blvd #M (PEND-2537)
6. **Other**
 - D. UPDATE - Frances Park trail along river
7. **Adjourn**

To mitigate the spread of COVID-19 and to provide essential protections to vulnerable Michiganders and this State's health care system and other critical infrastructure, it is crucial that all Michiganders take steps to-limit in-person contact, particularly in the context of large groups. Therefore, the above meetings will be conducted via audio/video conference.

The meetings are being held virtually in accordance with the Open Meetings Act, as amended in an effort to protect the health and safety of the public. Members of the public wishing to participate in the meeting may do so by logging into or calling into the meetings using the website or phone number above, and meeting ID provided. To provide input or ask questions on any item that is listed on the agenda, members of the public may contact the email address listed above under the meeting link.

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.



MINUTES
Committee on City Operations
Wednesday, May 19, 2021 @ 3:30 p.m.

Access the meeting via: <https://us02web.zoom.us/j/83295036449> ID: 832 9503 6449; Dial In: (312)626-6799

Email comments prior to the meeting to renee.richmond@lansingmi.gov

All Council Members will participate virtually. They may be contacted prior at city.council@lansingmi.gov or (517)483-4177

CALL TO ORDER

The meeting was called to order at 3:33 p.m. via zoom.

PRESENT – via audio/video

Councilmember Dunbar, remotely from Port Austin, Michigan

Councilmember Spadafore, remotely from Lansing, Michigan, arrived at 3:43pm

Councilmember Hussain, remotely from Lansing, Michigan

OTHERS PRESENT via ZOOM

Renee Richmond, Council Administrative Asst.

Eric Brewer, Internal Auditor

Lisa Hagen, City Attorney

Marc Jones, Dept. Public Service

Scott Sanford, Code Compliance

Gary Naeyaert, Realtor

Steve Kelly, Salt Brewery

Donna Williams, Salt Brewery

Nate Love, Attorney Salt Brewery

Minutes

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE MINUTES FROM MAY 5, 2021 AS PRESENTED.

ROLL CALL VOTE, MOTION CARRIED 2-0.

Public Comment on Agenda Items (3 minute limit)

No public comment

Discussion/Action:

RESOLUTION – Public Improvement; Alpha-Devonshire Sewer, Water Main & Road Reconstruction Project (PEND-2531)

Councilmember Dunbar asked if there was anyone from the Department to speak on this.

Marc Jones stated he is with the Department of Public Service and in the packet they provided the sidewalk assessment totals and sent a map to Renee Richmond. Councilmember Dunbar verified they had the map.

Mr. Jones explained that this is a joint project with BWL to replace lines, sewer repair and reconstruct some roads. They've contracted with ENG their design engineer. Basically due to sewer repairs and water main repairs they have to completely reconstruct the width of the road from Kendon to Cavanaugh and south of Kendon to Jolly some intermittent repairs. Generally when they have that they go out to the public and let them know that they'll have new sidewalks, curbs and roads but per the City rule they'll pay 50% of the cost, that there will be some things that are the responsibility of the property owner. Sidewalk for driveways, city trees where they've bulked up the sidewalk that's 100% the City. He

continued that the assessments included in the document are estimates and the total cost is about \$92,000 and they haven't opened up for bids yet but the City would pick up approximately 80% and the property owners about 20%. Councilmember Dunbar asked when he states cost does he mean overall cost because there are amenities that the property owners will pay 50/50. Mr. Jones agreed and said some property owners won't pay anything because their front isn't in need of repairs and those are sections south of Kendon. The highest amount projected is \$570 and an average is \$120 and there is a spreadsheet in the packet that includes every parcel.

Councilmember Dunbar asked what efforts are being taken to notify the residents and potential cost to them. Mr. Jones indicated this was his first he's gone through and from what he's been told there is a PI1 & PI2 process. As an example they go out and mark X's & O's and they mean certain things like one is for the City and the other the owner. This then allows them to go out and get bids. The PI3 process is then a Public Hearing and the owners get a letter and they can get questions answered. He continued that they have received a few calls and questions already and that Consumers Energy has been out replacing gas mains so residents are aware that something is coming. Mr. Jones stated he believed that once this is out of Committee it goes to Council for the hearing and then PI3 is the Public Hearing and they should have cost and PI4 gives them authorization to start construction and PI5 is sending out the assessments.

Councilmember Dunbar requested that the Committee receive a copy of the notice that is sent to residents as they will probably get calls and that way they are prepared with what was sent out and also asked about an option for the residents to spread out the payment of the assessment over time. Mr. Jones indicated that Council is able to state the time period.

Councilmember Spadafore joined the meeting at 3:43pm

Councilmember Dunbar then asked if anyone had any comments or questions. Councilmember Hussain just stated that he likes that it is already centered on engagement and that it is already on Councilmember Garza's radar and is on it.

MOTION BY COUNCILMEMBER HUSSAIN TO APPROVE RESOLUTION – PUBLIC IMPROVEMENT; ALPHA-DEVONSHIRE SEWER, WATER MAIN & ROAD RECONSTRUCTION PROJECT. ROLL CALL VOTE, MOTION CARRIED 3-0.

RESOLUTION – Claim Appeal; Claim #1837, Carol Johnson for \$4,946 in Trash Removal Fees at 816 Shiawassee St. (PEND-2532).

Councilmember Dunbar asked for Public Comment and then Gary Naeyaert was brought in along with Scott Sanford to discuss.

Mr. Naeyaert explained that he is the real estate agent for Carol Johnson who is the former owner. We had to evict the tenant and there was all kinds of debris, so I arranged for a private contractor to remove it. He stated Ms. Johnson had gotten a letter from the City on the trash and she wasn't very attentive to it because she wasn't living there and not managing the daily stuff. Again they had a private contractor come out and remove about 60 cubic yards of refuse. He believes it was the same day as the City and that they paid \$2,400. The home was literally being sold a week after all this happened. We asked that the money be held in escrow and his client no longer owns the home and the new owner (which is also his client) is renovating. He is just wondering if there was any release on the \$5,000 and if you add the \$2,400 they paid that's about \$7,500. He stated it's been very confusing because everything happened all about the same day and he is just trying to save a little old lady some money and appreciated the opportunity to be in front of the Committee.

Councilmember Hussain asked to stop for a minute as he wanted to make sure things didn't get too far down. He said he is struggling with if Mr. Naeyaert has any legal standing to be in front of the Committee as he is not the owner and asked Lisa Hagen to comment.

Lisa Hagen confirmed he is not the owner and that the owner at the time of the claim appears to have sold the home so if the new owner came in just as Mr. Naeyaert to see the claim through that would be different. However, this is an agent and she looked through the packet and did not see any document giving him the authority to stand in for the owner. So she did not disagree with that this becomes more of a private issue between the prior and current owners.

Mr. Naeyaert stated that he contacted the title company and asked if the money still had a hold on it and they said no that they sent to the City. He is doing this as a favor to Ms. Johnson. Ms. Richmond stated there was an email including the City Attorney, Deputy Clerk and Mark Lawrence in regards to the claim but didn't know if he was authorized to speak on her behalf. Ms. Hagen asked if that was in the packet and if so where. Ms. Richmond stated she would search for it.

Councilmember Dunbar asked Scott Sanford from Code Enforcement to explain what was removed. Mr. Sanford explained the following and that the property was cited for trash on 12/1/2020 with a Compliance due date of 12/8/2020, they returned on 12/9/2020 and noted the trash still remained. Their contractor went out on 12/14/2020 as in the time stamped photos and clean up done. Code Compliance was later contacted by the title company of the sale and when noted of outstanding invoice of the trash violation and on 1/28/2021 the listing agent contacted their office and Lynne, Code Compliance Administrative Assistant regarding the fees. In his notes he stated that Lynne was contacted by the title company and asked to hold the funds if the seller was going to file a claim. They indicated they could hold off and if not paid by mid-March it was going to be transferred to Treasury for taxes. Scott continued that he was contacted by the realtor asking about the trash and that the owner had trashed cleaned up and not sure of the date and asked for pictures and if there was any way to avoid a trash bill so the owner could make more money on the sale. Scott said he sent over about 40 pictures of trash and that the garage was more than half full up to the top from the floor. Mr. Sanford pointed out that as the Committee could see in the pictures it was a huge amount of debris and that is why the cost was as high as it was. Councilmember Dunbar agreed that it was bad.

Mr. Naeyaert said he supplied pictures of what their contractors took. He pointed out that both his and the City took trash and did the work and neither took all of it on or about the same day that he wasn't sure of the day the City was there. He didn't know if Ms. Johnson was aware of it or not but that it was a combo deal on what was done.

Councilmember Dunbar asked Mr. Sanford if the property was clean now and that she was looking at page 79 and the time stamp was 12/14, was that his contractors and Mr. Sanford stated yes and then asked Mr. Naeyaert if his guys cleaned what was remaining and he said yes they emptied it. He continued that both (his and City) did it and it was a joint effort, that his client paid \$2400.

Mr. Sanford stated that the city does not do 50/50 deals and if they arrived and someone else was cleaning then the City contractors would leave. Mr. Naeyaert voiced that both his guys and the city's was there and nobody could tell him different. His guys finished the job and that in early December they thought someone broke into the garage since most of it was gone and his guys did the job they were hired to do.

Councilmember Dunbar indicated that she could see in the pictures proof that the City contractors were there on 12/14/2020 and various pictures taken throughout the day and her conclusion that it was completed by the City. Councilmember Spadafore clarified that what he could see is the city made substantial progress on the property and what Mr. Naeyaert provided was what was remaining from that day and that it wouldn't surprise him that the total would have cost \$7500. Councilmember Hussain also stated he wanted to clarify that our (the City) contractors took care of what was authorized. He also stated he didn't know if Mr. Naeyaert had a legal standing to be in front of the Committee. The reality is the appropriate notice was sent and we followed the policy and he would not be supportive of the appeal.

Councilmember Dunbar asked if Ms. Hagen found anything out. Ms. Hagen stated that the information sent to her from Ms. Richmond did not include any opinion from OCA regarding the agent to speak on behalf of the client but she did find from April from her office to Brian McGrain indicating that OCA had not made contact with Mr. Naeyaert and nowhere on the claim did it authorize him to speak on her claim.

Councilmember Dunbar stated that she didn't know that the Committee even needed to vote on this because it wasn't properly before them.

Consensus of the Committee was in agreement.

Mr. Naeyaert finished by saying again that she didn't own the property anymore and if she could've ran a zoom she would have and he told her you can't fight City Hall and thanked everyone for the opportunity to get his face kicked in on behalf of his client.

Eric Brewer, Internal Auditor, apologized for interrupting and said that procedurally what happens is that they've had similar cases in the Review Committee and the norm is the assessment travels with the property so the new property owner has the appeal rights. But since the title company paid it, like Lisa said, the issue is with standing. So that if it was unpaid it would be the new owners responsibility and appeal rights. He indicated he wasn't an attorney just an Internal Auditor.

RESOLUTION – Liquor License Approval: Salt Brewing Company, LLC for a new micro brewer, small wine maker, small distiller, beer and wine tasting, on-premises tasting room, Sunday sales (AM), Sunday sales (PM), dance, entertainment, and outdoor service permits at 517 W. Ionia Street (PEND-2526)

Councilmember Dunbar asked if anyone had any questions regarding the item.

Steve Kelly, one of the owners stated him and Donna Williams are opening a small Brew Pub on Ionia Street. Indoor seating for roughly 80 people and outdoor for 70 on the patio. They are hoping to open in 4-5 month.

Councilmember Hussain stated he had no questions and noticed it was close to a church but they signed off.

Councilmember Spadafore asked for a reminder of where on Ionia it was and Councilmember Dunbar indicated where it was near the First Presbyterian Church.

MOTION BY COUNCILMEMBER SPADAFORE TO APPROVE RESOLUTION – LIQUOR LICENSE APPROVAL; SALT BREWING COMPANY, LLC FOR A NEW MICRO BREWER, SMALL WINE MAKER, SMALL DISTILLER, BEER AND WINE TASTING, ON-PREMISES TASTING ROOM, SUNDAY SALES (AM), SUNDAY SALES (PM), DANCE, ENTERTAINMENT, AND OUTDOOR SERVICE PERMITS AT 517 W. IONIA STREET. ROLL CALL VOTE, MOTION CARRIED 3-0.

Other:

UPDATE – Frances Park; Trail along river

No comments given

Pending - None

Adjourned

Adjourned at 3:58 p.m.

Submitted by Renee Richmond,

Administrative Assistant, Lansing City Council

Approved by the Committee on _____

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

WHEREAS, the City of Lansing has long recognized the value of recycling, and has prioritized waste mitigation as a core goal of the City's Climate Action Plan; and

WHEREAS, the City of Lansing has been a leader in the state and region in creating recycling opportunities and infrastructure for recycling access that reflects the valued position recycling holds as one of our Community's core services; and

WHEREAS the City of Lansing is concerned with growing recycling in Michigan, and supports the legislative package, as it will facilitate the development of sustainable materials management programs and infrastructure through a comprehensive update of the state's regulations; and

WHEREAS, the Michigan Department of Environment, Great Lakes, and Energy has been working with a wide range of stakeholders to substantially update and amend Part 115, Michigan's solid waste statute, to prioritize sustainable materials management, specifically the recovery and diversion of discarded materials for productive use; and

WHEREAS, the City of Lansing has partnered regionally to support and grow sustainable materials management initiatives, and would further welcome initiatives involving Lansing and the region; and

WHEREAS, Part 115 updates aim to support sustainable materials management methodologies such as recycling, composting, anaerobic digestion, and other beneficial utilization activities, by:

- Incentivizing counties to set recycling goals and plan for holistic discards management.
- Consider and plan for the development of facilities necessary to manage these materials in ways that protect human health and the environment, as well, as making materials available for remanufacturing.
- Making funding available with the goal of tripling Michigan's recycling rate. The funding would cover:
 - o County Materials Management Planning,
 - o Recycling infrastructure development,
 - o Development of markets for recyclable materials, and
 - o Education to help residents use recycling systems effectively.

Whereas, the City of Lansing believes the region would benefit from a fresh take on waste reduction, funded planning, and state grants, including funding for:

- Improved recycling infrastructure and services
- Public education; and

WHEREAS, Public Act 588 enrolled in the 2018 Legislative makes annual funding available to support the amendments proposed to Michigan Solid Waste Laws.

BE IT THEREFORE RESOLVED that the City of Lansing supports the substantial update of Michigan solid waste laws, Part 115, for the advancement of local, county, regional, and state recycling goals and county materials management planning.

Claim #1838
3222 S L King Jr Blvd #M
\$14, 476.00

Incident Date (per claim application) –	<u>10/09/2020</u>
Incident Date (per Code Report) –	<u>10/09/2020</u>
Taxes –	<u>Some on Summer & Winter 2020</u>
Filed Claim –	<u>02-12-2021</u>
Claims Review Committee Hearing –	<u>Unknown</u>
Claims Review Committee Letter –	<u>04-28-2021</u>
Referred to City Council –	<u>04-28-2021</u>
Referred to Committee on City Operations –	<u>05-10-2021</u>



City of Lansing

OFFICE OF THE CITY ATTORNEY

1838

Claims Review Committee Form

(Commonly including: Grass, Trash, Weeds and Board-Up Violations)

NAME: Erica Li DATE: 1/14/21
 MAILING ADDRESS: P.O. Box 700349 70034 EMAIL: Lierica8@gmail.com
 CITY: San Jose STATE: CA ZIP CODE: 95170
 TELEPHONE: Home () 408-642-0608 Work () _____

Please provide the following information on the incident(s) for which you are filing a claim. WE MAY NOT BE ABLE TO PROCESS YOUR CLAIM IF YOU DO NOT PROVIDE ALL OF THE INFORMATION BELOW.

ADDRESS: 3222 SL King Dr Blvd #M PARCEL NO. 33-01-01-29-451-013
 DATE OF INCIDENT: 10/9/2020 AMOUNT YOU WERE BILLED: \$ 14476.00
 TOTAL AMOUNT YOU ARE CONTESTING: \$ 14476.00
 TYPE OF ASSESSMENT: Trash - Admin fee & Contractor charge

Please give a detailed description of the circumstances surrounding the incident, including why you feel the City should not have charged you this fee. You may attach additional pages or documentation to this form as needed.

To whom it may concern,

We did not receive the citation dated 10/9/2020 at all. Subsequently we received the citation dated 10/28/20, which we took care of it right away. Therefore, we don't believe that we should pay the bill. I attached the above citations & invoice for reference.

- Thank you!

Erica Li

A description of the claims review process is available on our website at: <https://www.lansingmi.gov/349/Claims-Review-Process>

To download the claim form: <https://www.lansingmi.gov/DocumentCenter/View/4639/Claims-Review-Committee-Form?bidId=>

RECEIVED APR 12 2021

DATE: 4/09/2021

1838

PPN: 33-01-01-29-451-013
DATE SUBMITTED: 2/12/2021
ADDRESS OF VIOLATION: 3222 S MLK Blvd #M
LISTED TAXPAYER OF RECORD: Logan Capitol LLC
OTHER TAXPAYER OF RECORD:
CLAIMANT: Li, Erika
CLAIMANT'S ADDRESS: P.O. Box 700034
San Jose, CA 95170
TYPE OF ACTIONS CONTESTED: Trash Removal
VIOLATION DATE: 10/28/2020
NOTIFICATION DATE: 10/28/2020
2ND NOTICE ASSESSMENT DATE:
AMOUNT OF ASSESSMENT: \$14,476.00
CONTRACTOR NAME - INVOICE NO. - DATE: Crutcher 20-T038 11/10/2020
AMOUNT OF CLAIM: \$14,476.00

ADDITIONAL ACTIONS CONTESTED:
VIOLATION DATE:
NOTIFICATION DATE:
2ND NOTICE ASSESSMENT DATE:
AMOUNT OF ASSESSMENT:
CONTRACTOR NAME - INVOICE NO. - DATE:
AMOUNT OF CLAIM:
MEMO DATE - INVOICE NO.:

HISTORY: Trash
Violation
3/08/2021

CITATIONS IN PREVIOUS YEAR:	Trash Violation 1/13/2020 DAMV x 4 vehicles 10/09/2020	Trash Violation 6/04/2020 Trash Violation 10/28/2020	Trash Violation 7/27/2020	Trash Violation 10/09/2020
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CLAIMANT'S CIRCUMSTANCES: See Attached

CODE OFFICER'S NOTES: This commercial property was cited five times for trash violations in 2020, the City of Lansing cleaned this property twice in 2020 and added assessments for 2nd, 3rd, and 4th premise violations. Proper notification was sent to the taxpayer of record Logan Capitol LLC c/o Signature Associates Campbell, CA 95011. The time and yardage was approved by the Code Enforcement Officer Tom Barry. This office would like to note that the clean-up took longer due to the occupant of unit seven trying to engage Eric's Refuse crew into a physical altercation. Proper policies and procedures were followed, this office recommends denial of the claim and suggests that the claimant should seek restitution from the renter of unit 7 at the Logan Square Mall. This office would also like to note that City of Lansing Fire Marshal Jim Harrington also visited the tenant of this unit and was also informed that all debris and pallets were to be removed they were not which is why the notices were sent for the removal of the debris.



Economic Development & Planning Code Enforcement Office

316 N. Capitol, Ste C-1, Lansing, MI 48933-1238
(517) 483-4361 FAX (517) 377-0100

TRASH AND DEBRIS CORRECTION NOTICE

LOGAN CAPITAL L LC
PO BOX 110962
CAMPBELL, CA 95011

We did not receive this
citation. I called and
the officer emailed to me
recently. Thank!

Violation Date: 10/09/2020
Violation Location: 3222 S L KING JR BLVD # M
Parcel No: 33-01-01-29-451-013
Compliance Due Date: October 16, 2020

You are hereby notified that this Office has found a violation of the City of Lansing Housing Code Section 302 EXTERIOR PROPERTY at the above referenced location.

Violation: Garbage

INSPECTOR COMMENTS: PLEASE PROPERLY REMOVE/DISPOSE OF ALL TRASH/DEBRIS FROM THE FENCED IN AREA INCLUDING INSIDE AND ON TRAILERS/CAMPER

Violation: Paper/Glass/Plastic/Metal/Cardboard debris

Violation: Plastic Container(s) debris

Violation: Motor vehicle parts debris

Violation: Deteriorated metal product

Violation: Deteriorated building materials

Failure to correct this violation by the Compliance Due Date shall cause this office to immediately hire a contractor to complete the cleanup. If any other additional trash and/or debris (as defined in Section 302) is found on the premises by the contractor it will also be removed without additional notice. The contractor's expenses plus a \$265.00 administrative services fee will be billed to you. If this bill is not paid within 30 days of the billing date, the amount will be assessed as a lien against your property. Please be advised that, in an effort to discourage repeat offenses of this nature, the City will assess graduated fees from \$75.00 to \$300.00 for each time there is an additional premise violation at the violation address above during this calendar year. If you have any questions or concerns about complying within the time indicated, you may contact me Monday through Friday between the hours of 8-9 AM or 12-1 PM.

Pursuant to Section 107.2 of the IPMC, you have the right to appeal this notice of violation. In accordance with Section 106.3 any action taken by the City on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.



Economic Development & Planning Code Enforcement Office

316 N. Capitol, Ste C-1, Lansing, MI 48933-1238
(517) 483-4361 FAX (517) 377-0100

Andy Scher Mayor

TRASH AND DEBRIS CORRECTION NOTICE

LOGAN CAPITAL L LC
PO BOX 110962
CAMPBELL, CA 95011

Violation Date: 10/28/2020
Violation Location: 3222 S L KING JR BLVD # M
Parcel No: 33-01-01-29-451-013
Compliance Due Date: November 04, 2020

You are hereby notified that this Office has found a violation of the City of Lansing Housing Code Section 302 EXTERIOR PROPERTY at the above referenced location.

Violation: Garbage

INSPECTOR COMMENTS: *debris pile located at unit 7*

Violation: Paper/Glass/Plastic/Metal/Cardboard debris

Violation: Trash found in bags/boxes/barrels

Violation: Indoor type furniture in the outdoors

Violaton: Deteriorated Pallets

Violation: Deteriorated building materials

Violation: Deteriorated Lumber

Failure to correct this violation by the Compliance Due Date shall cause this office to immediately hire a contractor to complete the cleanup. Please be advised that moving the items to another area on the property does not bring the violation into compliance. If any other additional trash and/or debris (as defined in Section 302) is found on the premises by the contractor it will also be removed without additional notice. The contractor's expenses plus a \$265.00 administrative services fee will be billed to you. If this bill is not paid within 30 days of the billing date, the amount will be assessed as a lien against your property. Please be advised that, in an effort to discourage repeat offenses of this nature, the City will assess graduated fees from \$75.00 to \$300.00 for each time there is an additional premise violation at the violation address above during this calendar year. If you have any questions or concerns about complying within the time indicated, you may contact me Monday through Friday between the hours of 8-9 AM or 12-1 PM for any questions or extensions.

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CITY OF LANSING

316 W. CAPITOL SUITE C2

Lansing, MI 48933

Ph: (517) 483-4361

Fax: (517) 377-0100

Bill To:

LOGAN CAPITAL LLC

PO BOX 110962

CAMPBELL, CA 95011

DUE DATE:01/02/2021

INVOICE

12/15/2020

TOTAL AMOUNT DUE

\$ 14,476.00



Invoice Number	Record No.	Address	Amount Due
00165715	520-33044	3222 S L KING JR BLVD # M	\$14476.00
12/03/2020			
Trash - Admin Fee			
Trash - Contractor Charge			

TOTAL DUE:

\$14476.00

Questions regarding this invoice: Contact **CODE COMPLIANCE** at 517.483.4361

Payment Information:

- Make checks payable to: City of Lansing
- Mail payments or pay in person at:
City of Lansing Treasurers Office
124 W Michigan Ave 1st Fl
Lansing MI 48933
- In order to assure proper credit, please send the top portion of this bill along with your payment.
- Payment in full is due within 30 days from the billing date
- Any unpaid balance remains as a lien against this property and will be added to the next property tax bill.

Appeals Process:

If you intend to appeal this nuisance fee, you or your agent must file a written protest with the Claims Review Committee within 30 days after the nuisance fee is placed on the July or December Tax Roll. Claims forms are available in the City Attorney's Office and the City of Lansing's web address: www.lansingmi.gov. Return completed claim to: Lansing City Attorney's Office, 124 West Michigan Ave 5th Fl, Lansing, MI 48933

Other Information:

- July property taxes are due and payable on or before August 31st. December property taxes are due and payable on or before February 14th.
- For Red Tag Monitoring Fees Only – invoices not paid within 30 days are subject to a 5% penalty which will be applied on the 31st day.

By Authority of the Lansing City Council - Ordinance Numbers 655, 676, 1060.08 and 1460.04

Payments may be made online or in person Monday thru Thursday 8:00 a.m. - 4:30 p.m., at the above address or by mail



Economic Development & Planning Code Enforcement Office

316 N. Capitol, Ste C-1, Lansing, MI 48933-1238
(517) 483-4361 FAX (517) 377-0100

TRASH AND DEBRIS CORRECTION NOTICE

LOGAN CAPITAL L LC
PO BOX 110962
CAMPBELL, CA 95011

Violation Date: 10/28/2020
Violation Location: 3222 S L KING JR BLVD # M
Parcel No: 33-01-01-29-451-013
Compliance Due Date: November 04, 2020

You are hereby notified that this Office has found a violation of the City of Lansing Housing Code Section 302 EXTERIOR PROPERTY at the above referenced location.

Violation: Garbage

INSPECTOR COMMENTS: *'debris pile located at unit 7*

Violation: Paper/Glass/Plastic/Metal/Cardboard debris

Violation: Trash found in bags/boxes/barrels

Violation: Indoor type furniture in the outdoors

Violaton: Deteriorated Pallets

Violation: Deteriorated building materials

Violation: Deteriorated Lumber

Failure to correct this violation by the Compliance Due Date shall cause this office to immediately hire a contractor to complete the cleanup. **Please be advised that moving the items to another area on the property does not bring the violation into compliance.** If any other additional trash and/or debris (as defined in Section 302) is found on the premises by the contractor it will also be removed without additional notice. The contractor's expenses plus a \$265.00 administrative services fee will be billed to you. If this bill is not paid within 30 days of the billing date, the amount will be assessed as a lien against your property. **Please be advised that, in an effort to discourage repeat offenses of this nature, the City will assess graduated fees from \$75.00 to \$300.00 for each time there is an additional premise violation at the violation address above during this calendar year.** If you have any questions or concerns about complying within the time indicated, you may contact me Monday through Friday between the hours of 8-9 AM or 12-1 PM for any questions or extensions.

Pursuant to Section 107.2 of the IPMC, you have the right to appeal this notice of violation. In accordance with Section 106.3 any action taken by the City on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.



Andy Schor, Mayor

Economic Development & Planning Code Enforcement Office

316 N. Capitol, Ste C-1, Lansing, MI 48933-1238
(517) 483-4361 FAX (517) 377-0100

Trash Authorization Form

Submitted to: Eric Crutcher on 11/05/2020

TAXPAYER: LOGAN CAPITAL L LC, PO BOX 110962 CAMPBELL, CA 95011

Location of Work:

Enf Num: E20-33653

Address: 3222 S L KING JR BLVD # M

Lot No:

Description:

Parcel No: 33-01-01-29-451-013

Remove Trash and Debris

Work Authorized:

Violation: Garbage

INSPECTOR COMMENTS: `debris pile located at unit 7

Violation: Paper/Glass/Plastic/Metal/Cardboard debris

Violation: Trash found in bags/boxes/barrels

Violation: Indoor type furniture in the outdoors

Violaton: Deteriorated Pallets

Violation: Deteriorated building materials

Violation: Deteriorated Lumber

PLUS ANY OTHER INCIDENTAL TRASH / DEBRIS ON THE PROPERTY

Authorized Time required to complete work: 2

Authorized Cubic Yards: 10

Warning Comment:

you now have 2 active orders regarding this property

This action is authorized by the Manager of Code Compliance



Nuisance Fees
 City of Lansing Treasurers Office
 124 W Michigan Ave 1st Floor
 Lansing, MI 48933
 Ph: (517) 483-4361 Fx: (517) 377-0169

Nuisance Fee Billing Statement

Date Created: 12/03/2020
 Due Date: 01/02/2021
 Pay Invoice In Full



LOGAN CAPITAL L LC
 PO BOX 110962
 CAMPBELL CA 95011

Inv Number: 00165715
 Parcel: 33-01-01-29-451-013
 Address: 3222 S L KING JR BL



Parcel: 33-01-01-29-451-013

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00165715		E20-33044	3222 S L KING JR BLVD # M	\$14,476.00
Fee Details: Quantity Description				Balance
	1.000	Trash - Admin Fee		\$ 265.00
	14211.000	Trash - Contractor Charge		\$ 14,211.00
Total Amount Due				\$ 14,476.00

Questions regarding this invoice: Contact **CODE ENFORCEMENT** at 517.483.4361

Payment Information:

- Make checks payable to: City of Lansing
- Mail payments or pay in person at:
 City of Lansing Treasurers Office
 124 W Michigan Ave 1st Fl
 Lansing MI 48933
- In order to assure proper credit, please send the top portion of this bill along with your payment.
- Payment in full is due within 30 days from the billing date
- Any unpaid balance remains as a lien against this property and will be added to the next property tax bill.

Appeals Process:

If you intend to appeal this nuisance fee and it is attached to your tax bill, you or your agent must file a written protest with the Claims Review Committee within 30 days after the nuisance fee is placed on the July or December Tax Roll. Claims forms are available in the City Attorney's Office and the City of Lansing's web address: www.lansingmi.gov. Return completed claim to: Lansing City Attorney's Office, 124 West Michigan Ave 5th Fl, Lansing, MI 48933

Other Information:

- July property taxes are due and payable on or before August 31st. December property taxes are due and payable on or before February 14th.
- For Red Tag Monitoring Fees Only – invoices not paid within 30 days are subject to a 5% penalty which will be applied on the 31st day.

By Authority of the Lansing City Council - Ordinance Numbers 655, 676, 1060.08 and 1460.04

Payments may be made online or in person Monday thru Friday 8:00 a.m. - 4:30 p.m., at the above address or by mail

Eric's Refuse LLC
P.O. Box 16035
Lansing, MI 48901 US
ericsrefuse@hotmail.com

INVOICE

BILL TO

Economic Development &
Planning Code
Enforcement Office
316 N Capitol, Ste. C-1
Lansing, MI 48933-1238

INVOICE # 4039

DATE 11/24/2020

PROPERTY ADDRESS
3222 S M L King JR BLVD

PARCEL NUMBER
33-01-01-29-451-013

DESCRIPTION	QTY	RATE	AMOUNT
city:1hour 3 yards first hour and 3 cubic yards	1	225.00	225.00
city:add hours any hours after 1	42	200.00	8,400.00
city:add cy any after 3	29	34.00	986.00
city:class 2 construction material after 3	115	40.00	4,600.00
11/10/20 - 11/12/20 147 yards Tom Barry had to cut up trailer after emptying it out and take it too. we took bricks, blocks, pallets, and lumber. property owner wasnt very cooperative			

BALANCE DUE

\$14,211.00





DSCN0643

10/28/2020 12:11

TBarry



DSCN0642

10/28/2020 12:11

TBarry





DSCN0001

11/05/2020 13:04

TBarry







DSCN0003

11/05/2020 13:04

TBarry



11/12/2020 20:21

3222 S M L KING JR BLVD LANSING, MI 48910 (Property Address)

Parcel Number: 33-01-01-29-451-013



Item 1 of 14 9 Images / 5 Sketches

Property Owner: LOGAN CAPITAL L LC**Summary Information**

- > Commercial/Industrial Building Summary
 - Yr Built: 1962
 - # of Buildings: 4
 - Total Sq.Ft.: 281,174
- > Assessed Value: \$1,782,600 | Taxable Value: \$1,782,600
- > 90 Building Department records found
- > Property Tax information found
- > 3 Invoices Found, Amount Due: 0.00

Owner and Taxpayer Information**Owner**

LOGAN CAPITAL L LC
PO BOX 110962
CAMPBELL, CA 95011

Taxpayer

SEE OWNER INFORMATION

Legal Description

COM 50 FT N OF S 1/4 POST SEC 29, TH E 1162.1 FT, N 300 FT, E 207.54 FT TO C/L LOGAN ST, NW'LY ON C/L 222 FT +/-, W 263 FT, N 126 FT, E 258.27 FT TO C/L SAID ST, NW'LY ON C/L 69.9 FT, W 336.76 FT, N 250 FT E 322.06 FT TO ABOVE C/L, N'LY ON C/L 31.72 FT, W 322.06 FT, N 90 FT W 1022.52 FT TO N & S LINE SAID SEC, S 1090 FT TO BEG; SEC 29 T4N R2W

Recalculate amounts using a different Payment Date

You can change your anticipated payment date in order to recalculate amounts due as of the specified date for this property.

Enter a Payment Date

5/12/2021

Recalculate

Tax History

Year	Season	Total Amount	Total Paid	Last Paid	Total Due
2020	Winter	\$19,665.28	\$19,665.28	02/02/2021	\$0.00
2020	Summer	\$119,807.60	\$119,807.60	08/05/2020	\$0.00

General Information for 2020 Summer Taxes

School District	33020	PRE/MBT	0.0000%
Taxable Value	\$1,782,800	S.E.V.	\$1,782,800
Property Class	201 - COMMERCIAL - IMPROVED	Assessed Value	\$1,782,800
Tax Bill Number	No Data to Display	Last Receipt Number	00002515
Last Payment Date	08/05/2020	Number of Payments	1
Base Tax	\$118,629.85	Base Paid	\$118,629.85
Admin Fees	\$1,177.75	Admin Fees Paid	\$1,177.75
Interest Fees	\$0.00	Interest Fees Paid	\$0.00
Total Tax & Fees	\$119,807.60	Total Paid	\$119,807.60
Renaissance Zone	Not Available	Mortgage Code	Not Available

Tax Bill Breakdown for 2020 Summer

Taxing Authority	Millage Rate	Amount	Amount Paid
LANSING OPER	19.440000	\$34,657.63	\$34,657.63
LANS COM COLLEGE	3.777700	\$6,734.88	\$6,734.88
LANSING SCH DEBT	4.600000	\$8,200.88	\$8,200.88
	66.062300	\$119,807.60	\$119,807.60

Taxing Authority	Millage Rate	Amount	Amount Paid
LANSING SCH OPER	17.521400	\$31,237.15	\$31,237.15
LANSING SCH SINK	2.982900	\$5,317.91	\$5,317.91
INGHAM INTERMED	4.945900	\$8,817.55	\$8,817.55
STATE EDUCATION	6.000000	\$10,696.80	\$10,696.80
INGHAM CNTY SUM	6.794400	\$12,113.05	\$12,113.05
TRASH REMOVAL	0.000000	\$854.00	\$854.00
Admin Fees		\$1,177.75	\$1,177.75
Interest Fees		\$0.00	\$0.00
	66.062300	\$119,807.60	\$119,807.60

[Click here for a printer friendly version of Summer 2020 Tax information](#)

2019	Winter	\$14,543.10	\$14,543.10	12/23/2019	\$0.00
2019	Summer	\$101,022.59	\$101,022.59	12/23/2019	\$0.00
2018	Winter	\$14,853.29	\$14,853.29	01/03/2019	\$0.00
2018	Summer	\$95,561.31	\$95,561.31	08/15/2018	\$0.00
2017	Winter	\$13,247.31	\$13,247.31	01/03/2018	\$0.00
2017	Summer	\$93,216.90	\$93,216.90	08/28/2017	\$0.00
2016	Winter	\$13,944.52	\$13,944.52	01/04/2017	\$0.00
2016	Summer	\$92,237.61	\$92,237.61	08/25/2016	\$0.00

Load More Years

****Disclaimer:** BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

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3222 S M L KING JR BLVD LANSING, MI 48910 (Property Address)

Parcel Number: 33-01-01-29-451-013



Item 1 of 14 9 Images / 5 Sketches

Property Owner: LOGAN CAPITAL L LC**Summary Information**

> Commercial/Industrial Building Summary

- Yr Built: 1962 - # of Buildings: 4
- Total Sq.Ft.: 281,174

> Property Tax information found

> 3 Invoices Found, Amount Due: 0.00

> Assessed Value: \$1,782,600 | Taxable Value: \$1,782,600

> 90 Building Department records found

Owner and Taxpayer Information**Owner**

LOGAN CAPITAL L LC
PO BOX 110962
CAMPBELL, CA 95011

Taxpayer

SEE OWNER INFORMATION

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Recalculate amounts using a different Payment Date

You can change your anticipated payment date in order to recalculate amounts due as of the specified date for this property.

Enter a Payment Date

5/12/2021

Recalculate

Tax History

Year	Season	Total Amount	Total Paid	Last Paid	Total Due
2020	Winter	\$19,665.28	\$19,665.28	02/02/2021	\$0.00

General Information for 2020 Winter Taxes

School District	33020	PRE/MBT	0.0000%
Taxable Value	\$1,782,800	S.E.V.	\$1,782,800
Property Class	201 - COMMERCIAL - IMPROVED	Assessed Value	\$1,782,800

Tax Bill Number	No Data to Display	Last Receipt Number	00017818
Last Payment Date	02/02/2021	Number of Payments	1

Base Tax	\$19,475.78	Base Paid	\$19,475.78
Admin Fees	\$189.50	Admin Fees Paid	\$189.50
Interest Fees	\$0.00	Interest Fees Paid	\$0.00
Total Tax & Fees	\$19,665.28	Total Paid	\$19,665.28

Renaissance Zone	Not Available	Mortgage Code	Not Available
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Tax Bill Breakdown for 2020 Winter

Taxing Authority	Millage Rate	Amount	Amount Paid
INGHAM COUNTY	5.116500	\$9,121.69	\$9,121.69
AIRPORT AUTH.	0.699000	\$1,246.17	\$1,246.17
CATA	2.997600	\$5,344.12	\$5,344.12
CADL-LIBRARY	1.556700	\$2,775.28	\$2,775.28
	10.629800	\$19,665.28	\$19,665.28

Taxing Authority		Millage Rate	Amount	Amount Paid
MONTGOMERY DRAIN		0.260000	\$463.52	\$463.52
TRASH REMOVAL		0.000000	\$525.00	\$525.00
Admin Fees			\$189.50	\$189.50
Interest Fees			\$0.00	\$0.00
		10.629800	\$19,665.28	\$19,665.28

[Click here for a printer friendly version of Winter 2020 Tax information](#)

2020	Summer	\$119,807.60	\$119,807.60	08/05/2020	\$0.00
2019	Winter	\$14,543.10	\$14,543.10	12/23/2019	\$0.00
2019	Summer	\$101,022.59	\$101,022.59	12/23/2019	\$0.00
2018	Winter	\$14,853.29	\$14,853.29	01/03/2019	\$0.00
2018	Summer	\$95,561.31	\$95,561.31	08/15/2018	\$0.00
2017	Winter	\$13,247.31	\$13,247.31	01/03/2018	\$0.00
2017	Summer	\$93,216.90	\$93,216.90	08/28/2017	\$0.00
2016	Winter	\$13,944.52	\$13,944.52	01/04/2017	\$0.00
2016	Summer	\$92,237.61	\$92,237.61	08/25/2016	\$0.00

Load More Years

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**PROPERTY MANAGEMENT
AGREEMENT**

by and between

LOGAN CAPITAL LLC

“Owner”

and

National Eagle LLC

“Manager”

INDEX

Section

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- 2 Term
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- 4 Authority of Manager
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- 6 Banking
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- 9 Reimbursement of Manager
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- 13 Definitions
- 14 Existing Ledgers and Accounting Detail
- 15 Transfer of Necessary Files, Correspondence, and Plans
- 16 Owner's Transfer Obligation
- 17 Manager's Liability
- 18 Use of Owner's Name
- 19 General Provisions

MANAGEMENT AGREEMENT

THIS AGREEMENT made and entered into as of the 22nd day of August 2019, by and between, Logan Capital LLC (hereinafter referred to as "Owner") and National Eagle LLC (hereinafter referred to as "Manager");

WITNESSETH, That:

WHEREAS, Owner holds legal title to the building, known as Logan Square Plaza, located at 3222 S. Martin Luther King Jr. Blvd. 1122 W. Holmes Road, Lansing, MI 48910

WHEREAS, Owner desires to employ Manager to supervise and to manage the operation of the Property in accordance with the terms hereof and Manager desires to perform such services for Owner in consideration of the compensation set forth herein;

NOW, THEREFORE, in consideration of the premises and of the mutual promises, obligations, and agreements contained herein, the parties hereto intending to be and being legally bound do hereby agree as follows:

Section 1 - Employment of Manager

Owner appoints the Manager under the terms and conditions of this Agreement as the general manager of the Property. The manager accepts such an appointment as an independent contractor and does hereby agree to use due diligence in the performance of its duties hereunder.

Section 2 - Term

2.1 Terminating Event. The employment of Manager hereunder shall commence on the date hereof and shall continue until terminated upon the first to happen of any of the following events:

2.1.1 The giving of written notice of such termination to Manager by Owner in the event Manager defaults with respect to any of its covenants hereunder and fails to cure or remedy such default within thirty (30) days after receipt of written notice from Owner with respect to such default, provided that if such default shall necessitate longer to cure than such thirty (30)-day period, then such cure period shall be extended for such period of time as is reasonably necessary to cure such default if Manager is proceeding diligently and in good faith to cure such default;

2.1.2 The expiration of thirty (30) days following the giving by Manager of written notice to Owner that Manager has terminated its employment hereunder with or without cause;

2.1.3 The expiration of thirty (30) days following the giving by Owner of written notice to Manager that Owner has terminated this Management Agreement with or without cause;

2.1.4 The giving of written notice from the Owner in the event that (a) the Owner sells its interest in and to the property in its entirety to a third party (b) the Property has been sold at foreclosure by any mortgage lender of the Property; or (c) the transfer of all or substantially all of the member's interests in the Owner; or

2.1.5 The giving of written notice from the holder of any mortgage, deed of trust, the deed to secure debt, or other similar instrument encumbering Owner's interest in the Property (hereinafter referred to as "Lender") in the event Lender elects to terminate this Agreement at the sole option of Lender upon the succession by Lender to all rights, title, and interest of Owner in and to the Property.

2.2 Effect of Termination. Upon the termination of this Agreement, Manager shall render an accounting to Owner and Owner shall promptly pay Manager all amounts to which Manager would be entitled hereunder as if the date on which Manager's employment is terminated were the first day of the calendar month immediately succeeding the month in which such termination occurs. Thereafter, neither Owner nor Manager shall have any rights, duties, or obligations hereunder except as provided in Sections 7.3 and 7.4 which provisions shall survive any termination of this Agreement.

Section 3 - Duties of Manager

From and after the date hereof, Manager shall perform at the sole cost and expense of Owner and within the finally agreed budget parameters (unless otherwise provided herein) and on behalf of and in the name of Owner the following duties:

3.1 Personnel. Employ and supervise any (a) full and part-time on and off-site employees (including without limitation, a property manager and maintenance personnel) and (b) all independent contractors, subcontractors, suppliers, and servicing agents required for the proper management, maintenance, repair and operation of the Property per terms of Tenant Lease(s) and this Agreement. The manager may, at its discretion, use Manager's in-house maintenance staff to make repairs as needed. Services of such said staff shall be invoiced to Property on a monthly basis and said invoice shall be treated like that from an independent contractor and paid from monthly revenue. Said services shall be billed at market rates for regular and heating and air conditioning maintenance.

3.2 Books and Records. Maintain and prepare (at the cost and expense of the Manager) financial and business books and records for the Project as required under Section 5.

3.3 Payment of Expenses. Pay all fees, charges, expenses, and commissions of all independent contractors, architects, engineers, subcontractors, suppliers, and servicing agents utilized in the management, operation, maintenance, or repair of the Property. The owner shall make an initial contribution to the property account in an amount equal to one month of expenses, to be held in reserve during the term of this Agreement.

3.4 Payment of Salaries. Pay all wages, salaries, commissions, and employee benefits of all full or part-time on-site employees employed in accordance with Section 3.2 and all workers' compensation insurance, social security taxes, unemployment insurances, and all other taxes or levies now in force or hereafter imposed with respect to any such employees; provided that Manager and not Owner shall be responsible for the payment of all such wages, salaries, commissions, benefits, insurance and taxes for all of Manager's central office personnel.

3.5 Purchasing. Purchase all necessary supplies and equipment required for the proper operation, maintenance, repair, and restoration of the Property. All work or materials not associated with Manager's construction management services may be subject to a fifteen percent (15%) handling fee.

3.6 Repairs. Make or cause to be made all repairs, replacements, renovations, and capital improvements on the Property in accordance with Section 4.2 or as otherwise directed by the Owner.

3.7 Utilities. Contract and pay all charges for all utilities used in the operation of the Property, including without limitation water, electricity, gas, telephone, and sewerage services per terms of Tenant Leases.

3.8 Tax Assessment Appeals. At the Owner's request, and Owner's expense, utilize the services of any independent tax consultants and attorneys to appeal or challenge any real or personal property ad valorem property tax.

3.9 Insurance. It shall be Owner's responsibility to contract for property and liability insurance policies. However, the Manager shall pay premiums from monthly income if so directed by the Owner. If so directed by Owner, and at an additional cost to be agreed up between the parties, Manager shall contract for and maintain such policies of commercial general liability and bodily injury and property damage insurance with respect to the Property as are acceptable to Owner with the coverage provided by such property policies to be for full replacement costs or as otherwise required by Lender and the coverage

provided for such bodily injury and commercial general liability policies to be in such amounts as outlined in Section 7 hereof or required by Lender.

3.10 Legal. Employ in-house or outside attorneys, with consent from the Owner, to handle any legal matters involving the Property. The owner shall reimburse the Manager for all costs of said legal services rendered on behalf of the Owner.

3.13 Rent. Collect all rent and other charges due to Owner with respect to the Property and take such reasonable actions as are necessary to collect any past due rent or other charges or to enforce the terms of any Tenant Lease

3.14 Services. Furnish to Tenants and other occupants of the Property such services as are customarily furnished in connection with the rental of space in a building such as the Property or as are required to be furnished by the Landlord or Lessor under any Tenant Lease.

3.15 Environmental Matters. Inform Owner of any adverse environmental matter of which it obtains knowledge and acts in accordance with Owner's or any governmental unit's instructions to resolve the problem.

3.16 Sales Promotion Activities. Promote or utilize others to promote the Property and its Tenants in an appropriate manner subject to Owner's approval as set forth within the budget or if in addition to the budget as mutually agreed.

3.17 Other Actions. Take such other action and perform such other functions as Manager and Owner deem advisable or necessary for the efficient and economic management, operation, and maintenance of the Property.

3.18 Other Payments. Pay such other expenses and costs (including Owner's debt service on the Property) as Manager and Owner deems advisable or necessary for the efficient and economic management, operation, and maintenance of the Property.

3.19 Request of Owner. Manager shall in all events comply with the reasonable requests of designated Member of Owner related to the management of the Property.

Section 4 - Authority of Manager

4.1 General Authority. Subject to the provisions of Section 4.2, Manager shall have and is hereby granted full and complete power, authority and discretion to act for and in the name, place, and stead of Owner with respect to the day-to-day management and operation of the Property and the performance of the duties to be performed by Manager under this Agreement. Notwithstanding anything to the contrary contained herein, the Manager has no authority to enter into leases of the Property on behalf of the Owner.

4.2 Expenditure Limitation. Manager shall not, without the prior written or verbal authorization of designated Member of Owner, expend any sums or incur any obligation for the expenditure of sums with respect to any items of expense other than for expense items estimated on the annual budget prepared by Manager and approved/provided by Owner except for (a) expenses and costs relating to instances of maintenance, repair or alteration of the Property which do not exceed \$1,000.00 in any one instance or \$10,000.00, in the aggregate, in any given calendar year or (b) emergency situations posing a danger to life or property and in such situations Manager's determination of an emergency shall be accepted by Owner.

4.3 Request for Owner's Consent, Approval or Authorization. If Manager shall determine that it is appropriate for the proper management or operation of the Property to do any acts as to which Owner's prior written consent, approval or authorization, as the case may be, is required hereunder Manager may by written or verbal notice to Owner request Owner's consent, approval or authorization thereto. Manager shall incur no liability to Owner or any third parties for any failure or inability to act after the foregoing request for authority if Owner does not promptly respond to Manager's request for consent, approval or authorization.

Section 5 - Accounting

5.1 Books of Account. Manager, at its expense, shall maintain or cause to maintain true and accurate records reflecting the operation of the Property in accordance with the basis of accounting approved by the Owner

5.2 Financial and Operating Statements. Manager shall have prepared and delivered to the Owner within twenty (20) days after the end of each month an un-audited balance sheet and income statement reflecting the results of operation of the Property for such prior month. The owner may employ a firm for and on behalf and at the expense of the Owner to audit and certify such financial statements.

5.3 Examination of Books. The owner or any designated agent or employee of Owner shall have the right, at such party's expense, at all reasonable time during normal business hours and upon five (5) days written notice to audit, examine and make copies of or extracts from the business records maintained by Manager pursuant to this Section 5.

5.4 Budget. Manager shall prepare and deliver to Owner at least thirty (30) days prior to the start of each calendar year during the term hereof, an annual operating budget setting forth Manager's reasonable forecast of gross income, operating expenses, capital costs, and expenses and net income for the Project for such calendar year which budget shall be approved or revised in writing by Owner within thirty (30) days after submission by Manager. In the event that the Owner has not approved such a budget prior to the commencement of a calendar year, then Manager shall be authorized to operate the Project on the basis of the previous year's approved budget together with an increase in such budget equal to ten percent (10%) until Owner's approval of a budget for such calendar year; provided, however, Manager shall be authorized to pay all costs and expenses associated with taxes, insurance and utilities relating to the Project notwithstanding such ten percent (10%) cap.

Section 6 - Banking

6.1 Separate Accounts. All income and other funds of Owner which are received by Manager hereunder shall be deposited and held in a separate bank account or accounts maintained by Manager. All such funds shall be and remain the property of the Owner and shall be disbursed by Manager only as set forth in this Agreement. In no event shall Manager commingle such funds with any other funds whatsoever or deposit any such other funds in said separate bank account or accounts maintained by Manager.

6.2 Owner's Duty to Provide Funds. Owner, by making deposits to or by leaving funds on deposit in the bank account or accounts established pursuant to Section 6.1 shall at all times maintain sufficient funds in such account or accounts to enable Manager to pay as and when due all obligations of Owner hereunder, including without limitation, all obligations of Owner to Manager. Under no circumstances shall Manager have any duty or obligation to advance funds for the account of Owner. Nor shall the Manager be required to perform its duties if funds are not available or if payments are past due.

Section 7 - Standard of Care; Liability; Indemnity; Insurance

7.1 Standard of Care. In the performance of its duties and obligations under this Agreement, Manager shall diligently and in good faith and in accordance with generally accepted management standards in the industry but subject to budgetary constraints seek to protect the property rights and interests of Owner in the Property and to promote the economic interests of Owner in the Property.

7.2 Liability of Manager. Notwithstanding any language to the contrary in Section 7.1, Manager shall not be liable for any errors of judgment or for the mistakes of fact or of law or for anything which it may in good faith do or refrain from doing hereunder except in the case of its willful misconduct or gross negligence, malfeasance and/or fraud. Moreover, in addition to the foregoing and not in limitation thereof, the Manager shall not be liable to the Owner for any damage, cost, or expense suffered or incurred by Owner in connection with Owner's exercise or failure to exercise remedies with respect to defaults by any Tenants under Tenant Leases.

7.3 Indemnity by Owner. Owner hereby indemnifies Manager and its agents, employees, and officers against and agrees to defend, protect and hold and save the free and harmless from any liability or expense (including reasonable attorneys' fees and court costs) arising out of injuries or damages to persons or property by reason of any cause whatsoever (other than the gross negligence, willful misconduct, malfeasance and/or fraud of Manager or its agents, employees or officers or Manager's bad faith in failing to perform its duties hereunder) in any way directly or indirectly relating to the Property. Owner further agrees to list Manager as an "additional insured or co-insured" on any and all liability insurance policies maintained by Owner with respect to the Property and to provide Manager with insurance certificates evidencing such insurance. Such certificate shall state that the policies cannot be canceled without at least twenty (20) days written notice to the Manager. In the event that Manager has been requested by Owner to assume any employee onto Manager's payroll then Owner also shall protect, defend, indemnify and hold Manager harmless from all such employee's suits, demands, actions, expenses and liabilities at law or administratively arising directly or indirectly under Title VII of the United States Civil Rights Act of 1964 as amended, Title 42 of the United States Code and any other employee discrimination, related statutes, rules, codes or regulations.

7.4 Indemnity by Manager. Manager hereby indemnifies the Owner against and agrees to hold and save Owner harmless from any loss, damage or expense (including reasonable court costs and attorneys' fees) resulting from any gross negligence, willful misconduct, fraud, and/or malfeasance of Manager or its agents, employees or officers.

7.5 Manager's Insurance Responsibility. Manager shall maintain or cause to be maintained, at its sole cost and expense, (i) all legally required insurance coverage relating to its employees, including, but not limited to, Workers Compensation, (ii) "All Risk" property insurance on Manager's personal property including but not limited to fixtures, furnishings, equipment, furniture, inventory, and stock; (iii) commercial general liability with a per-occurrence limit of not less than \$1,000,000 and \$2,000,000 general aggregate; (iv) business auto liability with a per accident limit of not less than \$1,000,000 covering all owned, non-owned and hired vehicles used in connection with the Property; (v) professional liability insurance with a per-occurrence limit of not less than \$1,000,000; and (vi) Crime/Employee Dishonesty Insurance covering all employees and officers of Manager who may handle, have access to, or be responsible for, Owner's monies with a limit of no less than \$500,000. "All Risk" is to include but not be limited to sprinkler leakage,

vandalism, and malicious mischief perils.

7.6 Owner's Insurance Responsibility. Owner shall maintain (i) commercial general liability insurance coverage (including blanket contractual automobile non-ownership and personal injury liability) with a combined single limit of not less than \$2,000,000 per occurrence for bodily injury and property damage; and (ii) "all risk" property insurance on the property for its full replacement value.

7.7 Evidence of Insurance. Upon request, the Manager and Owner will provide each other with certificates of insurance or other satisfactory documentation which evidence that the insurance required under this Agreement is in full force and effect at all times. Policies required to be obtained pursuant to Section 7.5 and 7.6 must be endorsed to provide that 30 days' advance written notice of cancellation or material change will be given to the Owner or Manager, as applicable. Liability policies required to be obtained pursuant to Section 7.5 and 7.6 shall provide that Manager shall be an additional insured and shall be primary and non-contributing with any insurance carried by Manager. Each party hereby waives any and all claims and causes of action against the other to the extent covered by insurance or to the extent such claims would have been covered had the insurance coverage required pursuant to this Agreement been in place.

7.8 No Obligation to Third Parties. None of the obligations and duties of Manager under this Agreement shall in any way or in any manner be deemed to create any obligation of Manager to, or any rights in, any person or entity other than Owner (including without limitation, any Tenant or occupant of the Property or any mortgagee of Owner's interest in the Property).

Section 8 - Compensation of Manager

8.1 Management Fee. As compensation for its services as the exclusive manager of the Property, Owner, on the first day of each calendar month during the term of the Agreement, shall pay Manager an amount equal to three percent (3%) of the sum of all gross or fixed or percentage rentals, including common area maintenance charges or similar expenses typically reimbursed by tenants, not less than \$3000 monthly assessed by or for the account of Owner during the immediately preceding month from the operation of the Property. If Manager performs property accounting, there will be an additional \$500 monthly accounting fee. In the event the Owner chooses to perform property accounting in-house, the Owner shall provide Manager written notice of the same. If Manager does not perform property accounting, Manager shall have all property-related invoices forwarded directly to the Owner for payment.

8.2 Construction Management Fee. Upon a written request from the Owner, Manager will perform construction management services. As compensation for construction management services, Owner shall pay Manager a fee equal to four percent (4%) of the total construction project sum.

8.3 Disbursements. Manager may disburse to itself all amounts due it pursuant to

Sections 3, 8 or 9 from the bank account or accounts maintained by Manager in accordance with Section 6; provided however, that any such amounts which Manager disburses to itself hereunder shall be accounted for by Manager in the monthly statement furnished to Owner pursuant to Section 5.2.

8.4 Sale of Property. If during the term of this Agreement Owner desires to sell its interest in the Property or any part thereof (except for pad sites and outparcels) then Owner shall in writing so notify Manager.

8.5 Manager's Services. The gross compensation of Manager's Property Manager and/or Operations Manager, including all taxes and benefits paid by Manager shall be equitably allocated to the Property.

8.6 Additional Services. Owner acknowledges that the services to be performed by Manager hereunder are normal and customary general management services and legal services. If Manager is required or called upon by Owner in writing to perform services beyond the scope of this Agreement (such as, a way of illustration only, leasing activities, supervising construction, complying with new and burdensome governmental regulations affecting the Property which require substantial additional administrative duties, supervising major building renovation or remodeling, participation in union negotiations, additional duties resulting from the marketing or sale of the Property or the providing of services other than those described in Sections 3 and 5), then Owner shall pay the fair market value of such additional services to Manager.

Section 9 - Reimbursement of Manager

9.1 Travel Expenses. The owner shall reimburse the Manager for all reasonable travel related expenses incurred by Manager in the fulfillment of its duties and responsibilities in accordance with this Agreement.

9.2 Mail Services. The owner shall reimburse the Manager for all delivery/courier and mailing costs including normal U.S. mail service.

9.3 Signage. The manager may install signage identifying Manager as exclusive Manager for the Property. The cost of such initial signage and installation shall be borne by the Manager and approved by the Owner.

9.4 Specialized Computer Software. Any unique software required by Owner for reports which are not customarily provided by Manager shall be paid for by Owner and shall remain Owner's property and be returned to Owner at the termination of this Agreement.

Section 10 - Other Activities of Manager

During the term of this Agreement, Manager and its shareholders, officers, directors and employees may render services identical or similar to those required of Manager hereunder to other owners of real property, whether or not related to Manager, and Manager and such shareholders, officers, directors or employees may engage in the acquisition, development leasing, rental, management, operation, sale and exploitation of real property (whether improved or not) for their own accounts and benefit without any accountability or liability whatsoever to Owner even though such services or business activities compete with or are enhanced by the business activity of Owner including the ownership of the Property.

Section 11 - Assignment

Manager shall not, without the written consent of Owner, assign its rights or delegate its duties as general manager under this Agreement other than an assignment or delegation to an affiliate or subsidiary of Manager.

Section 12 - Nature of Agreement

The rights and duties hereby granted to and assumed by the Manager are those of an independent contractor only. Nothing contained herein shall be so construed as to constitute the relationship hereby created between Manager and Owner as that of employer/employee, a partnership, a joint venture or a joint agency.

Section 13 - Definitions

In addition to all other definitions provided in this Agreement the following definitions are used throughout this Agreement and have the following meanings:

13.1.1 "Agreement" means this Management Agreement and any exhibits attached hereto all of which shall be deemed incorporated herein by this reference.

13.1.2 "Tenant" means the tenant or lessee under any Tenant Lease.

13.1.3 "Tenant Lease" means any written lease, tenancy, occupancy agreement, operating agreement or rental agreement affecting the Property whether existing on the date hereof or entered into after the date hereof.

Section 14 - Existing Ledgers and Accounting Detail

To the extent available, if at all, Owner shall make available to and transfer to Manager at Owner's expense all accounting detail for the Project required to meet Owner's requests.

Section 15 - Transfer of Necessary Files, Correspondence and Plans

The owner will permit Manager access to all pertinent Lease files, default notices, mortgagee and tenant correspondence, leases, lease abstracts, current lease proposals, electric, sewer, sign, water and utility as-built plans, warranties, project close-out manuals, operational manuals, the names and addresses of the project contractor and subcontractors, names and addresses of all contractors or subcontractors who have performed work during the past year and site plans, specifications and surveys at any reasonable time and will place all of the foregoing in reasonable order so as to facilitate Manager's assumption of its responsibilities pursuant to this Agreement. Manager at Owner's expense may remove all of the foregoing and maintain such documents within its principal office for the term of this Agreement plus 30 days. Upon a written request, the Owner, at its expense, shall remove all of the foregoing from the Manager's principal office.

Section 16 - Owner's Transfer Obligation

Owner warrants to the best of its knowledge that as of the date of this Agreement there exist no violations of local codes or ordinances, state or federal laws, rules or regulations relating in any way to the Property and that there are not notices of any liens for any work that has not been paid for by Owner or any Tenant. Owner also shall deliver to Manager all licenses, permits and other governmental issued authorizations, if any, relating to the Property and will assist Manager in the transfer if permissible of such licenses, permits or other authorizations into the name of Manager.

Section 17 - Manager's Liability

No employees, agents or officers of Manager shall have any personal civil liability for any action, inaction, negligence or breach of this Agreement and the Owner agrees to look solely to the assets of Manager to satisfy any judgment or debt against Manager.

Section 18 - Use of Owner's Name

Manager may utilize Owner's name on any materials that it distributes in regard to the promotion of its services.

Section 19 - General Provisions

19.1 Modifications; Waiver. No change, modification or waiver of this Agreement or any term or condition hereunder shall be valid or binding upon the parties hereto unless such change, modification or waiver shall be in writing and signed by the parties hereto.

19.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their legal representatives, transferees, successors and assigns.

19.3 Duplicate Originals. For the convenience of the parties hereto any number of counterparts hereof may be executed and each such counterpart shall be deemed to be an original instrument.

19.4 Construction. This Agreement shall be interpreted and construed in accordance with laws of the state in which the Property is located. The titles of the Sections herein have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein.

19.5 Entire Agreement. This Agreement is intended by the parties hereto to be the final expression of their agreement and is the complete and exclusive statement of the terms thereof, notwithstanding any representation or statement to the contrary heretofore made.

19.6 Section References. All references in this Agreement to Section numbers shall be deemed to be references to specific Sections of this Agreement unless otherwise expressly set forth herein.

19.7 Notices. All notices and other communications required under this Agreement shall be in writing and shall be (a) delivered by hand or overnight air courier or (b) sent by registered or certified U.S. mail, return receipt requested, addressed in either case as follows:

If intended for Manager, to Manager:

National Eagle LLC
P.O. Box 700234
San Jose CA 95157

If intended for Owner, to Owner:

Logan Capital LLC
P.O. Box 110962
Campbell CA 95011

or at such other address or to the attention of such other person, as Manager or Owner shall request by written notice given as herein provided. Any written notice or other communication given as herein provided shall be deemed to have been sufficiently given and received for all purposes hereunder on the date of delivery by hand or overnight air courier or on the date three (3) days following the date on which the same is deposited, postage prepaid, in a United States general or branch post office or mailbox.

Notices may be provided by facsimile and shall be effective upon receipt so long as an original is forwarded using any of the above methods to the receiving party within forty-eight (48) hours of the facsimile transmission.

19.8 Authority. Each signatory to this Agreement warrants that he/she is duly authorized to bind his/her principal or entity to the terms of this Agreement. Absent such authority the individual executing this Agreement shall be personally obligated for the fulfillment and performance of all herein recited obligations.

In Witness Whereof the parties hereto have extended and sealed this Agreement the day and year first above written.

MANAGER: National Eagle LLC

By: Emili
Title: Manager

OWNER: Logan Capital LLC

By: Logan
Title: President

David
Bueche
LLC

David Bueche
Rental Property Management

PO Box 736
Okemos, MI 48805

517-282-6878

DMBueche@cs.com

[Http://davidmbuechellc.managebuilding.com/resident/public.home](http://davidmbuechellc.managebuilding.com/resident/public.home)