AGENDA

Committee on Development and Planning
AGENDA FOR MARCH 28, 2022 AT 4:00 PM

Lansing City Hall, City Council Conference Room
124 W. Michigan Avenue, 10th Floor
To provide input or ask questions on any item that is listed on the agenda,
members of the public may contact the City Council at city.council@lansingmi.gov or (517) 483-4177 prior to the meeting.

Council Member Garza, Chairperson
Council Member Spitzley, Vice Chairperson
Council Member Jackson, Member

1. **Call to Order**
2. **Roll Call**
3. **Minutes**
   - A. March 9, 2022
4. **Public Comment on Agenda Items (Up to 3 Minutes)**
5. **Discussion/Action:**
   - B. RESOLUTION - Reappointment; Robert (Bobby) Fryling; At-Large Member Board of Zoning Appeals; Term to expire June 30, 2024
   - C. RESOLUTION - Appointment; Mary Alicia Gonzales as a Business Owner member of the North Grand River Corridor Improvement Authority Board of Directors; Term to Expire June 30, 2025
   - D. RESOLUTION - Appointment; Jo Sinha; Business Owner member of the North Grand River Corridor Improvement Authority Board of Directors; Term to Expire June 30, 2026
   - E. RESOLUTION - SLU-2-2021; Special Land Use Permit, 5411 Wise Road; Board of Water and Light Electrical Power Substation in the "R-2" Suburban Detached Residential Zoning District
   - F. RESOLUTION - Setting a Public Hearing; Act-8-2021; Real Estate Purchase Agreement, GG Acquisitions LLC for Parking Lot #50 at the southwest Corner of Pere Marquette Dr. and Shiawassee St.
6. **Other**
7. **Adjourn**

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

MINUTES
Committee on Development and Planning
Wednesday, March 9, 2022 @ 3:30 p.m.
City Council Conference Room

CALL TO ORDER
Council Member Garza called the meeting to order at 3:30 p.m.

PRESENT
Council Member Jeremy Garza, Chair
Council Member Patricia Spitzley, Vice-Chair - excused
Council Member Brian T. Jackson, Member

OTHERS PRESENT
Sherrie Boak, Council Office Manager
Barb Kimmel, EDP
Mikki Droste, Land Bank
Dianne Hartwell
Kris Klein, LEAP
Greg Venker, OCA
Kyle Kaminski, City Pulse
Helen Harwell
Eric Helzer, Engineer
Chris Stralkowski, Developer

PUBLIC COMMENT
No public comment at this time.

MINUTES
MOTION BY COUNCIL MEMBER JACKSON TO APPROVE THE FEBRUARY 23, 2022 MINUTES AS PRESENTED. MOTION CARRIED 2-0.

Discussion/Action
RESOLUTION – Appointment; Dianne Hartwell; Resident Member of the N. Grand River Corridor Improvement Authority Board of Directors; Term to Expire 6/30/2023
Council Member Garza acknowledged Ms. Hartwell for applying and asked for any updates on the application. Council Member Jackson asked her on her preferences for this Board. Ms. Hartwell stated she supported the work that was done in the past and wants to continue the work on the North side of Lansing. Council Member Garza asked if she would be interested in attending the 4th Ward meetings to share updates to the residents, and she acknowledged she would.

MOTION BY COUNCIL MEMBER JACKSON TO APPROVE THE RESOLUTION FOR THE APPOINTMENT OF DIANNE HARTWELL, RESIDENT MEMBER OF THE N GRAND RIVE CORRIDOR IMPROVEMENT AUTHORTIY BOARD OF DIRECTORS WITH A TERM TO EXPIRE 6/30/2023. MOTION CARRIED 2-0.

RESOLUTION – Appointment; Steve Bohnet; Business Member of the N Grand River Corridor Improvement Authority Board of Directors; Term to Expire 6/30/2024
Not present at this time, moved to the next meeting.

RESOLUTION – Appointment; Mary Alicia Gonzales Business Member of the N Grand River Corridor Improvement Authority Board of Directors; Term to Expire 6/30/2025
Not present at this time, moved to the next meeting.

RESOLUTION – Brownfield Plan #80; Pleasant Grove & Holmes Mixed Use Development Project at 2130 W Holmes Road
Mr. Klein stated there was nothing new on this project since the public hearing. Mr. Stralkowski added to the narrative of the project, the role of honoring the Malcom X and the Little Family with the project. He added they are also working with the Lansing School District for art work and poetry on honoring Malcom X and his family.

MOTION BY COUNCIL MEMBER JACKSON TO APPROVE THE RESOLUTION FOR THE BROWNFIELD PLAN #80 FOR 2130 W HOLMES ROAD. MOTION CARRIED 2-0.

RESOLUTION – ACT-1-2022; Real Estate Purchase Agreement, Gryphon Group LLC for 1020 W Hillsdale Street
Council Member Garza asked if there had been outreach to the neighborhoods and if so if there was any discussion in favor of the project form the surrounding neighborhoods. Ms. Droste confirmed there are not neighborhood associations in the immediate area, and at the Planning Committee they asked for the neighborhoods to be notified of the Council public hearing. It was acknowledged by the Genesee Neighborhood and the Westside Neighborhood but they had no opinion because it is not located in their neighborhood. The Committee asked if anyone came that received a post card and Ms. Droste confirmed it was for the hearing at City Council on February 28, 2022. It was confirmed notices for public hearings are not mailed from City Council, but the department requesting the hearing and notice.

MOTION BY COUNCIL MEMBER JACKSON TO APPROVE THE RESOLUTION FOR ACT-1-2022; REAL ESTATE PURCHASE FOR 1020 W HILLSDALE STREET. MOTION CARRIED 2-0.

Other
No other topics to discuss at this time.

Adjourn
Adjourned at 3:41 p.m.
Submitted by Sherrie Boak
Recording Secretary, Lansing City Council
Approved by the Committee on

Boak, Sherrie

From: noreply@civicplus.com
Sent: Tuesday, January 23, 2018 3:56 PM
To: Plummer, Marilyn
Subject: Online Form Submittal: Application for Appointment to Board or Commission

Application for Appointment to Board or Commission

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

• *Be a registered elector in the City of Lansing (Charter Section 2-102).*

• *Be a resident of Lansing for one year prior to taking office (Charter Section 2-102).*

• *Not be in default to the City at the time of taking office (Charter Section 2-103.2).*

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

(Section Break)

Date	1/23/2018
First Name	Robert
Middle	*Field not completed.*
Last Name	Fryling
Other name(s) by which you have been known, including maiden names	Bobby Fryling
Date of Birth	
Address	1428 Cambridge Rd
City	Lansing
State	MI

Zip Code	48911
Email	bobnf3@gmail.com
Gender	Gender
Ward	4
Precinct	33
Best phone number to contact you	616-481-9851
Last 4 digits of social security number	
In what year did you move to Lansing?	2015
Additional information regarding experience and credentials	Grew up working jobs in the family construction business before graduating from college
Occupational Background	Have worked in IT at Sparrow Health System since 2011
Educational Background	Forest Hills Eastern High School Alma College
Please attach a resume if available	*Field not completed.*
First choice for board to serve on	Zoning Appeals
Second choice of a board to serve on	*Field not completed.*
Third choice of a board to serve on	*Field not completed.*
Fourth choice of a board to serve on	*Field not completed.*
Please comment briefly on why you wish to serve on a particular board or commission. Please be specific as to your goals and ideas about how you wish to contribute to the work of the board or commission	I have lived in the Lansing area since 2011 and I am looking to get more involved in my local community.

Qualifications and Eligibility – At this time, if you do not meet one or more of the qualifications or eligibility requirements listed at the top, please state here the requirement to be met and explain how you will be qualified or eligible before you would be sworn in to an appointed office	*Field not completed.*
Background Check Authorization	I agree
Please type your name in this box to signify that you can serve on a board or commission and the information in this application is accurate to the best of your knowledge	Robert Fryling
Date & Time	1/23/2018 4:00 PM

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

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

WHEREAS, the Mayor has made the reappointment of Robert Fryling as an At-Large member of the Board of Zoning Appeals for a term to expire June 30, 2024; and

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

WHEREAS, the Committee on Development and Planning met on March 23, 2022 and took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the reappointment of Robert Fryling as an At-Large member of the Board of Zoning Appeals for a term to expire June 30, 2024.

From: noreply@civicplus.com
To: Hetke, Veronica; Mayor Intern
Subject: [EXTERNAL] Online Form Submittal: Application for Appointment to Board or Commission
Date: Tuesday, February 23, 2021 3:49:02 PM

Application for Appointment to Board or Commission

Thank you for your interest in serving on a Lansing Board, Commission or Committee.

Certain boards, commissions or committees require appointees to be a registered elector in the City of Lansing (Charter Section 2-102) and be a resident of Lansing for one year prior to taking office (Charter Section 2-102).

Appointees to every board, commission or committee must not be in default to the City at the time of taking office (Charter Section 2-103.2) and not have been convicted, within 20 years of taking office, of a violation of the election laws of the City of Lansing, State of Michigan, or the United States; a violation of public trust; or any felony (Charter Section 2-103.1).

Lansing City Charter, Section 5-104, Ineligibility For Boards, restricts certain City employee activities on some boards: "No person holding another City office or activity employed by the City shall be eligible to be a voting member on any board."

(Section Break)

Date	2/23/2021
First Name	Mary
Middle	Alicia
Last Name	Gonzales
Other name(s) by which you have been known, including maiden names	Maria Alicia Perez Garza
Date of Birth	[redacted]
Address	4607 W. St Joe Hwy.
City	Lansing
State	MI

Zip Code	48917
Email	alicia.mexfood@sbcglobal.net
Gender	female
Find my ward:	Lansing Neighborhoods Ward Map
Ward	Regional
Precinct	*Field not completed.*
Best phone number to contact you	5172907214
Last 4 digits of social security number	[redacted]
In what year did you move to Lansing?	1967
Additional information regarding experience and credentials	I am a single Hispanic woman and mother of 7 children. At the age of 35 I was widowed and raised my children alone. My son Mike also passed away in 2007. I retired in 2007 from Michigan Protection & Advocacy Services. Coming from a background of migrant work, I have now been a Mexican Restaurant business owner for almost 14 years.
Occupational Background	Most of my career,I worked in Human Services. I was employed at Housing Assistance Foundation (a City of Lansing project), Migrant Services, I was an advocate for people with disabilities for Michigan Protection and Advocacy Services for 20 years. I monitored state psychiatric facilities, prisons, nursing homes and DD hospitals.I retired in 2007 and started my business Alicia's Mexican Restaurant. and it is still operating at this time.
Educational Background	*Field not completed.*
Previous Appointments	*Field not completed.*
Current Appointments	*Field not completed.*
Please attach a resume if available	*Field not completed.*
First choice for board to serve on	North Grand River Ave. Corridor Improvement Authority
Second choice of a	*Field not completed.*

board to serve on	
Third choice of a board to serve on	*Field not completed.*
Fourth choice of a board to serve on	*Field not completed.*
Please comment briefly on why you wish to serve on a particular board or commission. Please be specific as to your goals and ideas about how you wish to contribute to the work of the board or commission	I am a business owner in the North Grand River Ave. Corridor. I would like to serve on this board to share my experience in the community ,to bring new ideas for improvement to this area. Business owners need resourses in drawing people to their place of business. This area is in need of ways to make it more attractive to customers and to bring more people to be residents of this community..
Qualifications and Eligibility – At this time, if you do not meet one or more of the qualifications or eligibility requirements listed at the top, please state here the requirement to be met and explain how you will be qualified or eligible before you would be sworn in to an appointed office	As a Hispanic single woman business owner, I will bring a diverse view point to the council. I have worked in the Lansing community for 40 years.----.
Background Check Authorization	I agree
Please type your name in this box to signify that you can serve on a board or commission and the information in this application is accurate to the best of your knowledge	Mary Alicia Gonzales
Date & Time	*Field not completed.*

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

WHEREAS, the Mayor has made the appointment of Mary Alicia Gonzales as a Business Owner member of the North Grand River Corridor Improvement Authority Board of Directors for a term to expire June 30, 2025; and

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

WHEREAS, the Committee on Development and Planning met March 23, 2022 and took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Mary Alicia Gonzales as a Business Owner member of the North Grand River Corridor Improvement Authority Board of Directors for a term to expire June 30, 2025.

From: noreply@civicplus.com
To: Hetke, Veronica; Mayor Intern
Subject: [EXTERNAL] Online Form Submittal: Application for Appointment to Board or Commission
Date: Wednesday, March 24, 2021 8:49:52 AM

Application for Appointment to Board or Commission

Thank you for your interest in serving on a Lansing Board, Commission or Committee.

Certain boards, commissions or committees require appointees to be a registered elector in the City of Lansing (Charter Section 2-102) and be a resident of Lansing for one year prior to taking office (Charter Section 2-102).

Appointees to every board, commission or committee must not be in default to the City at the time of taking office (Charter Section 2-103.2) and not have been convicted, within 20 years of taking office, of a violation of the election laws of the City of Lansing, State of Michigan, or the United States; a violation of public trust; or any felony (Charter Section 2-103.1).

Lansing City Charter, Section 5-104, Ineligibility For Boards, restricts certain City employee activities on some boards: "No person holding another City office or activity employed by the City shall be eligible to be a voting member on any board."

(Section Break)

Date	3/24/2021
First Name	Jo
Middle	*Field not completed.*
Last Name	Sinha
Other name(s) by which you have been known, including maiden names	Jo Sperry
Date of Birth	[redacted]
Address	2843 Spruce Rd
City	Eaton Rapids
State	MI

Zip Code	48827
Email	jsinha@peckham.org
Gender	Female
Find my ward:	Lansing Neighborhoods Ward Map
Ward	Regional
Precinct	0000
Best phone number to contact you	5179275879
Last 4 digits of social security number	[redacted]
In what year did you move to Lansing?	0000
Additional information regarding experience and credentials	CEO of Peckham, Inc
Occupational Background	CEO of Peckham, Inc
Educational Background	MBA
Previous Appointments	None
Current Appointments	*Field not completed.*
Please attach a resume if available	*Field not completed.*
First choice for board to serve on	North Grand River Ave. Corridor Improvement Authority
Second choice of a board to serve on	*Field not completed.*
Third choice of a board to serve on	*Field not completed.*
Fourth choice of a board to serve on	*Field not completed.*

Please comment briefly on why you wish to serve on a particular board or commission. Please be specific as to your goals and ideas about how you wish to contribute to the work of the board or commission	Peckham maintains a large presence on N. Grand River and has about 1200-1400 employees that work and live in our buildings along this corridor.
Qualifications and Eligibility – At this time, if you do not meet one or more of the qualifications or eligibility requirements listed at the top, please state here the requirement to be met and explain how you will be qualified or eligible before you would be sworn in to an appointed office	*Field not completed.*
Background Check Authorization	I agree
Please type your name in this box to signify that you can serve on a board or commission and the information in this application is accurate to the best of your knowledge	Jo Sinha
Date & Time	3/24/2021 8:45 AM

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

WHEREAS, the Mayor has made the appointment of Jo Sinha as a Business Owner member of the North Grand River Corridor Improvement Authority Board of Directors for a term to expire June 30, 2026; and

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

WHEREAS, the Committee on Development and Planning met on March 23, 2022 and took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Jo Sinha as a Business Owner member of the North Grand River Corridor Improvement Authority Board of Directors for a term to expire June 30, 2026.

SLU-2-2021 is a request by the Lansing Board of Water & Light for a special land use permit to construct a new electrical power substation at 5411 Wise Road to replace the existing substation. The new substation will be larger and more energy efficient than the existing substation and is part of the BWL's overall plan to replace the power generated by the Eckert Power Station.

The Planning Board voted 5-0 to recommend approval of the request.

A representative of the BWL spoke at the public hearing and no other comments were received.

GENERAL INFORMATION

APPLICANT/OWNER:	Board of Water & Light (LBWL) 1201 S. Washington Avenue Lansing, MI 48910
REQUESTED ACTION:	Special Land Use permit to authorize the construction of a new BWL electric power substation
EXISTING LAND USE:	BWL electric power substation
EXISTING ZONING:	"R-2", Suburban Detached Residential
PROPERTY SIZE & SHAPE:	1,240,800 square feet – 28.4 acres
SURROUNDING LAND USE:	N: City Park S: Consumer's Energy Right-of-Way, School, & Single Family Residential E: Vacant Property & Single Family Residential W: Church & Single Family Residential
SURROUNDING ZONING:	N: "R-2", Suburban Detached Residential S: "R-2", Suburban Detached Residential & "INST-1" Suburban Institutional E: "R-2" Suburban Detached Residential W: "R-2" Suburban Detached Residential
MASTER PLAN DESIGNATION:	Open Space-Quasi-Public/Utility

APPLICANT'S PROPOSAL

The Lansing Board of Water & Light is requesting a special land use permit to authorize the construction of a new electric power substation to replace the existing electrical substation at 5411 Wise Road.

AGENCY RESPONSES:

Building Safety:	The fire rating of exterior walls shall comply with Tables 601 and 602 and section 705.5 Michigan Building Code 2015 (MBC). Exterior wall openings shall be protected as required by Table 705.8 MBC.
Parks & Recreation:	Parks has been in communication with BWL on this project and we are comfortable with the design and impact to the trail system.

Public Service:

- Access will be from Pleasant Grove Road. There is an existing curb cut for the property on Pleasant Grove Road.
- There is an existing storm sewer in Pleasant Grove Road. It is adequate to serve the site.
- There is no sanitary sewer in Pleasant Grove. Sanitary sewer service may be an issue for the site.
- The South Lansing Pathway is located between the proposed substation and the Wise Road Water Treatment Plant. There is a culvert under the pathway to provide drainage from the water treatment plant.
- The water table in this area is high.
- The site will need to comply with the City's stormwater management ordinance.
- There is no sidewalk on Pleasant Grove Road.
- SESC will be performed under the LBWL's APA.
- I have been working with the LBWL's design team for over a year on the design issues for the site. All unresolved Public Service E&I issues will be worked out in the site plan process.

Transportation: The proposed site is adjacent a utility corridor, existing substation and water treatment facility. The characteristics of the project are similar to the land use of the adjacent areas. Once complete, traffic generated by this facility would be minimal and have little impact on surrounding traffic. The documents propose a pedestrian ramp at Pleasant Grove Road. If approved, this would require relocation. It appears as if the project is proposed within a federally regulated wetland and is located on the National Wetland Inventory (NWI) map. Any construction in this wetland would require approval from the regulating agency. Additionally, significant tree removal appears proposed and should be conducted during Indiana Bat hibernating season.

SPECIAL LAND USE PERMIT

Section 1262.02(f) of the Zoning ordinance sets forth the criteria which must be used to evaluate a Special Land Use permit request. The criteria and evaluation are as follows.

1. Is the proposed special land use designed, constructed, operated and maintained in a manner harmonious with the character of adjacent property and the surrounding area?

The proposed substation will be designed to be compatible with the surrounding area. While the proposed project will result in the removal of numerous mature trees on the site, the mature trees surrounding the substation compound area will be preserved to ensure a

proper buffer/screen from surrounding properties and public rights-of-way. As depicted on the attached renderings, the proposal also involves the planting of evergreen trees in areas where the existing trees are not adequate to properly buffer the compound area.

The substation will have no negative impacts on the surrounding area. It will generate very little traffic and no noise, fumes, light glare, vibrations or hazardous electric or magnetic fields.

2. **Will the proposed special land use change the essential character of the surrounding area?**

The proposed substation involves several transformers, up to 80 feet in height. There are numerous mature trees of adequate height to buffer the proposed substation from the City Park to the north and to a certain extent, from view of the site to its east and west. Additional evergreen trees will be planted to fill in the gaps where there are no existing trees.

The property adjoins a Consumer's Energy utility corridor/right-of-way along its south property line that contains power poles, to a similar if not greater height that what is being proposed for the substation.

The area of the site where the new substation will be located does not adjoin any residential properties.

3. **Will the proposed special land use interfere with the enjoyment of adjacent property?**

The proposed power substation will not interfere with the enjoyment of adjacent properties. See responses to 1 and 2 above.

4. **Will the proposed special land use represent an improvement to the use or character of property under consideration and the surrounding area in general, and will the use be in keeping with the natural environment of the lot?**.

The proposed substation will have no more of an impact on the natural environment of the lot than any other development of the property. The development will be required to go through administrative site plan review to ensure that it is in full compliance with all applicable City ordinances.

The City's Public Service Director has noted that it appears as if the project is proposed within a federally regulated wetland and is located on the National Wetland Inventory (NWI) map. Any construction in this wetland would require approval from the regulating agency. Additionally, significant tree removal appears proposed and should be conducted during Indiana Bat hibernating season.

5. **Will the proposed special land use be hazardous to adjacent property or involve uses, activities, materials or equipment which are detrimental to the health, safety or welfare**

of persons or property through the excessive production of traffic, noise, smoke, odor, fumes or glare?

The power substation will not generate any nuisances or hazardous conditions. In fact, the proposed substation is a component of BWL's "Energy Tomorrow" initiative to provide reliable, affordable and clean energy to its customers. This includes the "Integrated Resources Plan" process that specifies how the BWL will replace the 1950's era, coal-fired, Eckert Power Station with new facilities that comply with the Environmental Protection Agency's regulations for reducing greenhouse gas emissions. The IRP process will be based on consideration of costs to customers, ensuring a reliable energy source for the region, environmental stewardship, managing future uncertainty and risks, compliance with all applicable federal regulations, local-generation capacity, and impact on economic development.

The substation will produce very little traffic and no smoke, noise, odors, fumes or glare.

6. **Will the proposed special land use be adequately served by essential public facilities and services, or is it demonstrated that the person responsible for the proposed special land use is able to continually provide adequately for the services and facilities deemed essential to the special land use under consideration?**

If the special land use permit is approved, the project will have to be approved through the City's administrative site plan review process before any construction can commence on the site. This will involve a complete review of the proposed stormwater management plan and plans for sanitary sewer service to the site. The City's Transportation Engineer has noted in his comments on page 2 of this report that the traffic generated by the substation will be minimal and will not impact the transportation system in the area.

7. **Will the proposed special land use place demand on public services and facilities in excess of current capacity?**

The only issue with regard to the adequacy of public services is the lack of sanitary sewer on Pleasant Grove Road. As noted in the comments from the Public Service Department on page 2 of this report, all issues, which would include sanitary sewer service will be addressed during the site plan review phase of this project.

8. **Is the proposed special land use consistent with the intent and purpose of this Zoning Code and the objectives of any currently adopted Comprehensive Plan?**

The proposed substation is consistent with the "Open Space-Quasi-Public/Utility" Design Lansing Comprehensive Plan land use designation.

9. **Will the proposed special land use meet the dimensional requirements of the district in which the property is located?**

The plans that are attached to this report demonstrate compliance with the dimensional requirements of the Zoning Ordinance.

RECOMMENDATIONS

Staff recommends approval of SLU-2-2021, a special land use permit to authorize the construction of a new electrical power substation at 5411 Wise Road, as generally depicted on the site plan dated 10-06-2021, based upon a finding that the request complies with the special land use permit evaluation criteria listed in Section 1262.02(f) of the Zoning Ordinance, as described in this staff report.

Respectfully Submitted,

Susan Stachowiak
Zoning Administrator

PETITION FOR SPECIAL LAND USE

CITY OF LANSING
PLANNING OFFICE

Reset Form

Print

Andy Schor, Mayor

FILE NUMBER: _____

DATE SUBMITTED: _____

To the Honorable Mayor and City Council:

The undersigned do hereby petition for approval of a Special Land Use on the following described property:

5411 Wise Road, Lansing, Michigan 48911

full street address, including zip code, or location of property

Legal description: S 1/2 OF S 1/2 OF NE 1/4 Excepting the South 190 FT; Section 6 Township 3 North Range 2 West

Applicant: Lansing Board of Water and Light

Address *(including zip code)*: 1201 S Washington Ave, Lansing, MI 48910

Phone number(s): (517) 702-6006

Name of owner(s): Lansing Board of Water and Light

Owner address *(including zip code)*: 1201 S Washington Ave, Lansing, MI 48910

Owner phone number(s): (517) 702-6006 (Darren Cunningham 517-702-6058)

Interest in property *(please check one)*:

☐ Option to buy ☑ Owner

☐ Lessee ☐ Represent owner

☐ Other *(please specify)*: _____

IF MORE SPACE IS NEEDED FOR THE ITEMS LISTED BELOW, PLEASE ATTACH EXTRA SHEETS

Proposed Special Land Use: Electrical Substation

☐ Child Care *(13 or more)* ☐ Residential Care Facility *(7 or more)*

Zoning of the property: R-2 - Suburban Detached Res.

Size of Parcel:

Width: 470 ft. Length: 2640 ft. Area: 1,240,800 Sq. ft.

Irregular: *(specify and attach scale drawing with dimension)*

Please describe your proposal:

A greenfield substation to replace the existing Wise single transformer, six-feeder layout substation to a new two-transformer, twelve 13.2 kV feeders, 138 kV ring bus configuration with one additional position for future 138 kV equipment. The project includes installing two new 138 kV-13.8 kV 30/40/50MVA transformers, installing a new twelve-feeder 15 kV main-tie-tie-main switchgear, and installing a 138 kV exit for the South Reinforcement Transmission Line. Project includes clearing and removing approximately 3 acres of vegetation and mature trees.

include specific background information and copies of permits, approvals, and program information

Submit the following:

- Lot Plan (showing location of existing structure and include adjacent properties and setback dimensions).
- Site Plan (showing parking areas, driveways, accessory buildings, trash receptacles).
- Landscape, screening, and buffering plan in accordance with Chapter 1290.
- Photographs of the site.
- Flood plain elevations, if applicable.
- Copies of permits from other agencies, if applicable.

FEES:

Less than one (1) acre:	$500.00
One (1) to three (3) acres:	$650.00
Greater than three (3) acres:	$800.00

Please review the application and file it with the Planning Office. The Planning Office will transmit it to the City Clerk for official submission.

Signature of applicant: William D Cunningham

Name: William D. Cunningham

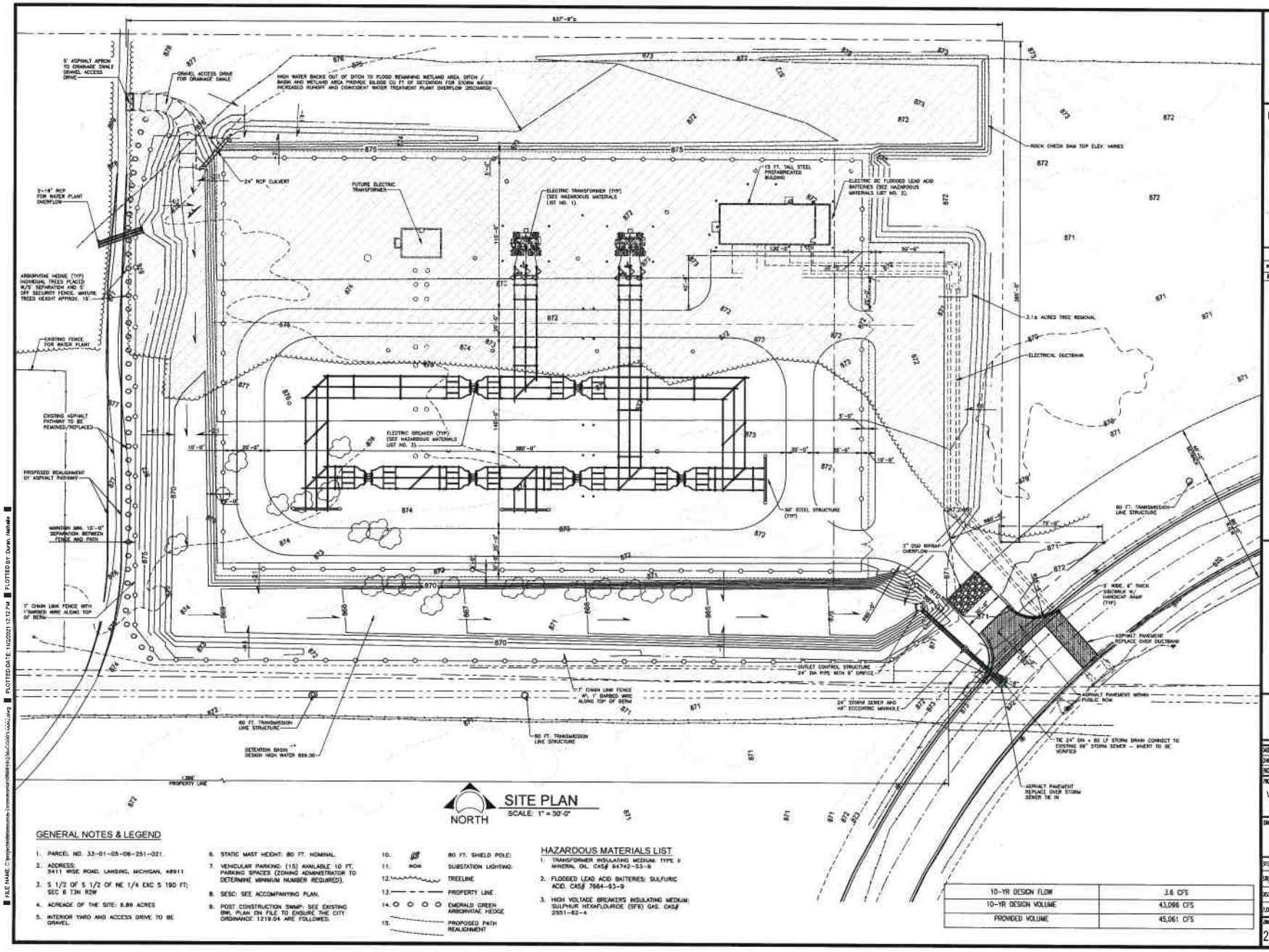
For assistance, please contact:

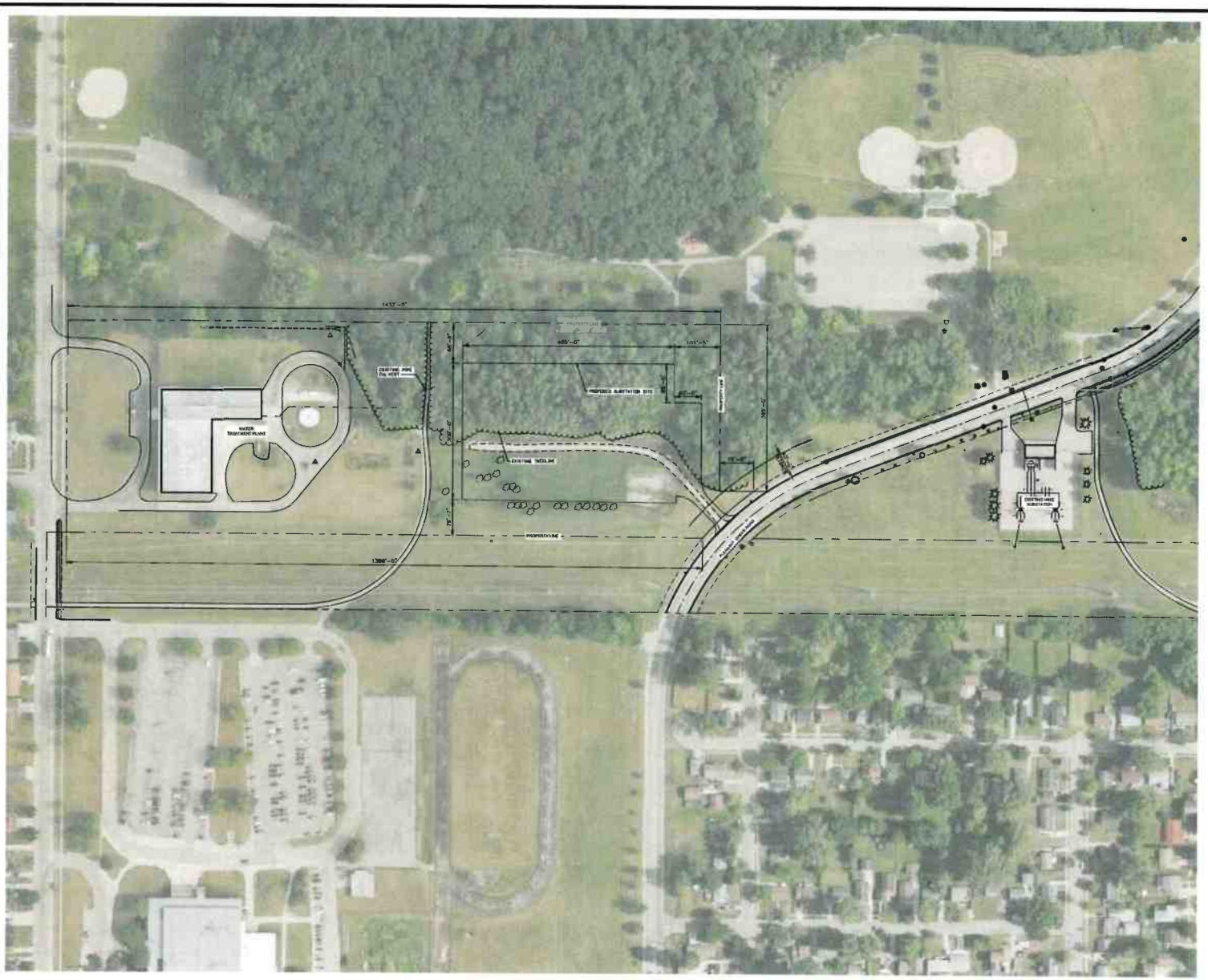
PLANNING OFFICE
316 N. CAPITOL AVE., SUITE D-1
LANSING, MI 48933-1236
(517) 483-4066
FAX: (517) 483-6036

INGHAM COUNTY
MICHIGAN

LBWL Wise Substation

Disclaimer: The data is provided for reference only and WITHOUT WARRANTY of any kind.


SITE PLAN
SCALE: 1" = 30'-0"
NORTH
GENERAL NOTES & LEGEND
1. PARCEL NO. 33-01-05-06-251-021.
2. ADDRESS: 5411 WISE ROAD, LANSING, MICHIGAN, 48911
3. S 1/2 OF S 1/2 OF NE 1/4 EXC S 190 FT; SEC 6 T3N R2W
4. ACREAGE OF THE SITE: 8.89 ACRES
5. INTERIOR YARD AND ACCESS DRIVE TO BE GRAVEL.
6. STATIC MAST HEIGHT: 80 FT. NOMINAL.
7. VEHICULAR PARKING: (15) AVAILABLE 10 FT. PARKING SPACES (ZONING ADMINISTRATOR TO DETERMINE MINIMUM NUMBER REQUIRED).
8. SESC: SEE ACCOMPANYING PLAN.
9. POST CONSTRUCTION SWMP: SEE EXISTING BWL PLAN ON FILE TO ENSURE THE CITY ORDINANCE 1219.04 ARE FOLLOWED.
10. 80 FT. SHIELD POLE:
11. SUBSTATION LIGHTING:
12. TREELINE
13. PROPERTY LINE
14. EMERALD GREEN ARBORVITAE HEDGE
15. PROPOSED PATH REALIGNMENT
HAZARDOUS MATERIALS LIST
1. TRANSFORMER INSULATING MEDIUM: TYPE II MINERAL OIL, CAS# 64742-53-6
2. FLOODED LEAD ACID BATTERIES: SULFURIC ACID, CAS# 7664-93-9
3. HIGH VOLTAGE BREAKERS INSULATING MEDIUM: SULPHUR HEXAFLOURIDE (SF6) GAS, CAS# 2551-62-4
10-YR DESIGN FLOW 3.6 CFS
10-YR DESIGN VOLUME 43,096 CFS
PROVIDED VOLUME 45,061 CFS
PROJECT AREA
KEY PLAN
REVISIONS
NO. DESCRIPTION BY CHK DATE
A PRELIMINARY - BZE REVIEW MLJ JET 10-26-2021
Stanley Consultants Limited, PC
DATE: 10-26-2021 DRG BY: MJD (SCLPC)
CHK BY: JET (SCLPC) APPR BY:
PROJ NO.: PE-20217 STATUS: PRELIMINARY
PROJECT NAME: WISE SUBSTATION - REBUILD
DRAWING TITLE: PERMITTING - SITE PLAN SPECIAL LAND USE
SITE: WISE ROAD SUB
DR/MOD: SUBSTATION
DISCIPLINE: CIVIL
FLOOR: -
DRL DRAWING NUMBER: 236-CG001-2
REVISION: A
FILE NAME: C:\projects\electronic_transmittal\236819\236CG001.dwg PLOTTED DATE: 11/2/2021 12:12 PM PLOTTED BY: Doran, Nathalie



EXISTING CONDITIONS PLAN
NORTH
SCALE: 1" = 100'

GENERAL NOTES

1. PARCEL NO. 33-01-05-06-251-021.
2. EXISTING CONDITIONS WERE CREATED FROM LIDAR DATA RECEIVED FROM WESTWOOD (DEC. 28TH, 2020) AND UTILITY INFORMATION FROM MANNIK & SMITH (8/25/2021).
3. GEOTECHNICAL INVESTIGATION WAS COMPLETED ON FEB. 28, 2021 BY MANNIK & SMITH GROUP, INC. THE REPORT MAY BE REQUESTED FROM BWL.
4. VERIFY LOCATION OF UTILITIES IN FIELD BEFORE BEGINNING CONSTRUCTION.
5. TREES OUTSIDE OF THE SITE ARE TO BE PROTECTED AND NOT DAMAGED. ANY DAMAGE CAUSED BY CONSTRUCTION WILL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE.

BWL Hometown People. Hometown Power.

PROJECT ENGINEERING DEPARTMENT
1201 S. WASHINGTON AVE., LANSING, MICHIGAN 48910

PROJECT AREA

KEY PLAN:

NORTH

REVISIONS:

REV.	DESCRIPTION	BY	CHK	DATE
A	PRELIMINARY - 60% REVIEW	NLD	JET	10-20-2021

PRELIMINARY 60%

Stanley Consultants Limited, PC
220 Iowa Avenue, Muscatine, Iowa 52761-3764
www.stanleyconsultants.com

DATE:	10-06-2021	DWG BY:	NLD (SCLPC)
CHK BY:	JET (SCLPC)	APPR BY:	
PROJ NO:	PE-20217	STATUS	PRELIMINARY

PROJECT NAME:
WISE SUBSTATION - REBUILD

DRAWING TITLE:
PERMITTING EXISTING CONDITIONS PLAN OVERALL

SITE:	WISE ROAD SUB
STR/WEA:	SUBSTATION
DISCIPLINE:	CIVIL
FLOOR:	-

DWG. DRAWING NUMBER: 236-CG002-3
REVISION: A

FILE NAME: C:\projects\deliverables-fcommand\0569.1R\236-CG002-2003.dwg PLOTTED DATE: 11/19/2021 8:14 AM PLOTTED BY: Duran, Nathalie

NORTH

EXISTING CONDITIONS PLAN
SCALE: 1" = 30'

GENERAL NOTES

1. PARCEL NO. 33-01-05-06-251-021.
2. EXISTING CONDITIONS WERE CREATED FROM LIDAR DATA RECEIVED FROM WESTWOOD (DEC. 28TH, 2020) AND UTILITY INFORMATION FROM MANNIK & SMITH (8/26/2021).
3. GEOTECHNICAL INVESTIGATION WAS COMPLETED ON FEB. 28, 2021 BY MANNIK & SMITH GROUP, INC. THE REPORT MAY BE REQUESTED FROM BWL.
4. VERIFY LOCATION OF UTILITIES IN FIELD BEFORE BEGINNING CONSTRUCTION.
5. TREES OUTSIDE OF THE SITE ARE TO BE PROTECTED AND NOT DAMAGED. ANY DAMAGE CAUSED BY CONSTRUCTION WILL BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE.

EXISTING CONDITIONS KEY NOTES

1. EXISTING TREES/VEGETATION
2. EXISTING OVERHEAD UTILITY POLES
3. EXISTING ACCESS DRIVE (GRAVEL, THICKNESS UNKNOWN)
4. EXISTING WATER LINES
5. EXISTING GAS LINES
6. EXISTING 66" DIA. STORM SEWER
7. EXISTING UNDERGROUND ELECTRIC
8. EXISTING BIKE PATH
9. EXISTING HMA ROADWAY (THICKNESS UNKNOWN)

Can we add the dimensions on the substation site as well?

BWL
Hometown People. Hometown Power.

PROJECT ENGINEERING DEPARTMENT
1201 S. WASHINGTON AVE., LANSING, MICHIGAN 48910

PROJECT AREA

KEY PLAN:

REVISIONS

REV	DESCRIPTION	BY	CHK	DATE
A	PRELIMINARY - 60% REVIEW	NLD	JET	10-06-2021

PRELIMINARY 60%

Stanley Consultants Limited, INC.
225 Iowa Avenue, Muscatine, Iowa 52761-3764
www.stanleyconsultants.com

DATE:	10-06-2021	DWG BY:	NLD (SCLPC)
CHK BY:	JET (SCLPC)	APPR BY:	
PROJ NO:	P5-20217	STATUS:	PRELIMINARY

PROJECT NAME:
WISE SUBSTATION - REBUILD

DRAWING TITLE:
PERMITTING
EXISTING CONDITIONS PLAN

SEC:	WISE ROAD SUB
STR/WER:	SUBSTATION
DISCIPLINE:	CIVIL
FLOOR:	-

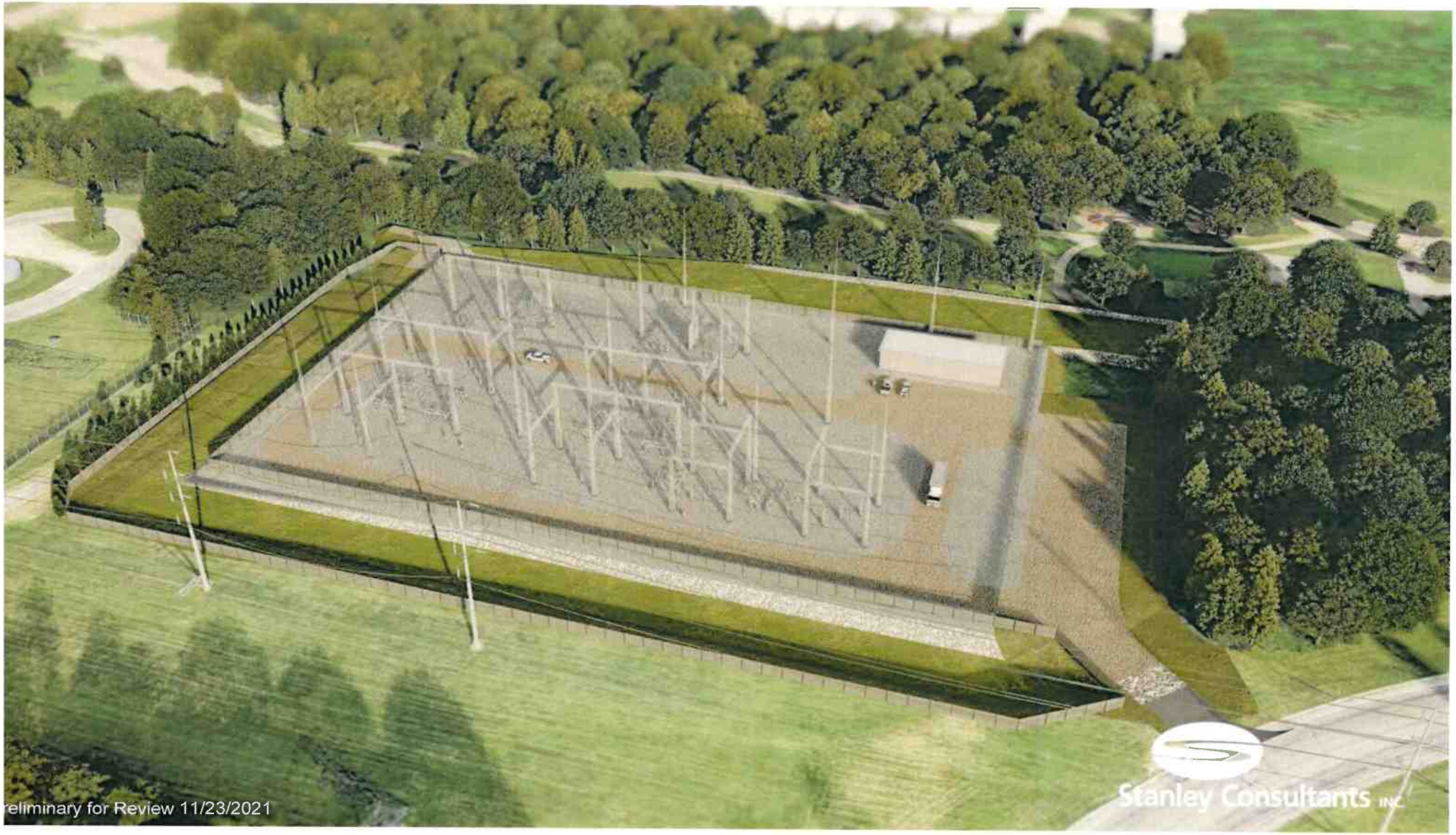
BWL DRAWING NUMBER: 236-CG002-2
REVISION: A

FILE NAME: C:\projects\substations\wise-hammond\1209181\236-CG002-2.dwg | PLOTTED DATE: 11/5/2021 7:18 AM | PLOTTED BY: Duran, Nathalie

eliminary for Review 11/23/2021
Stanley Consultants INC

eliminary for Review 11/23/2021
Stanley Consultants INC.

eliminary for Review 11/3/2021
Stanley Consultants INC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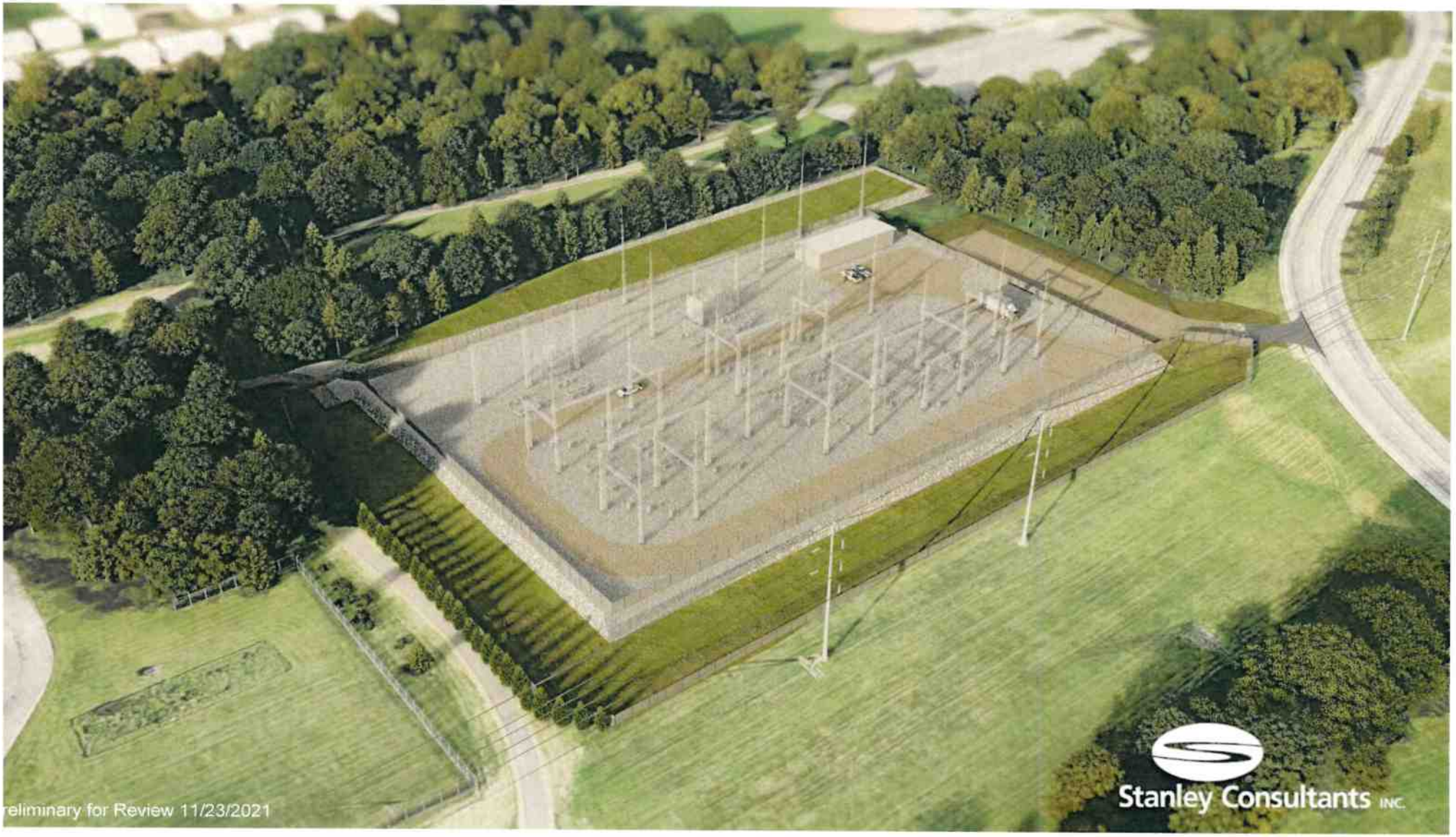
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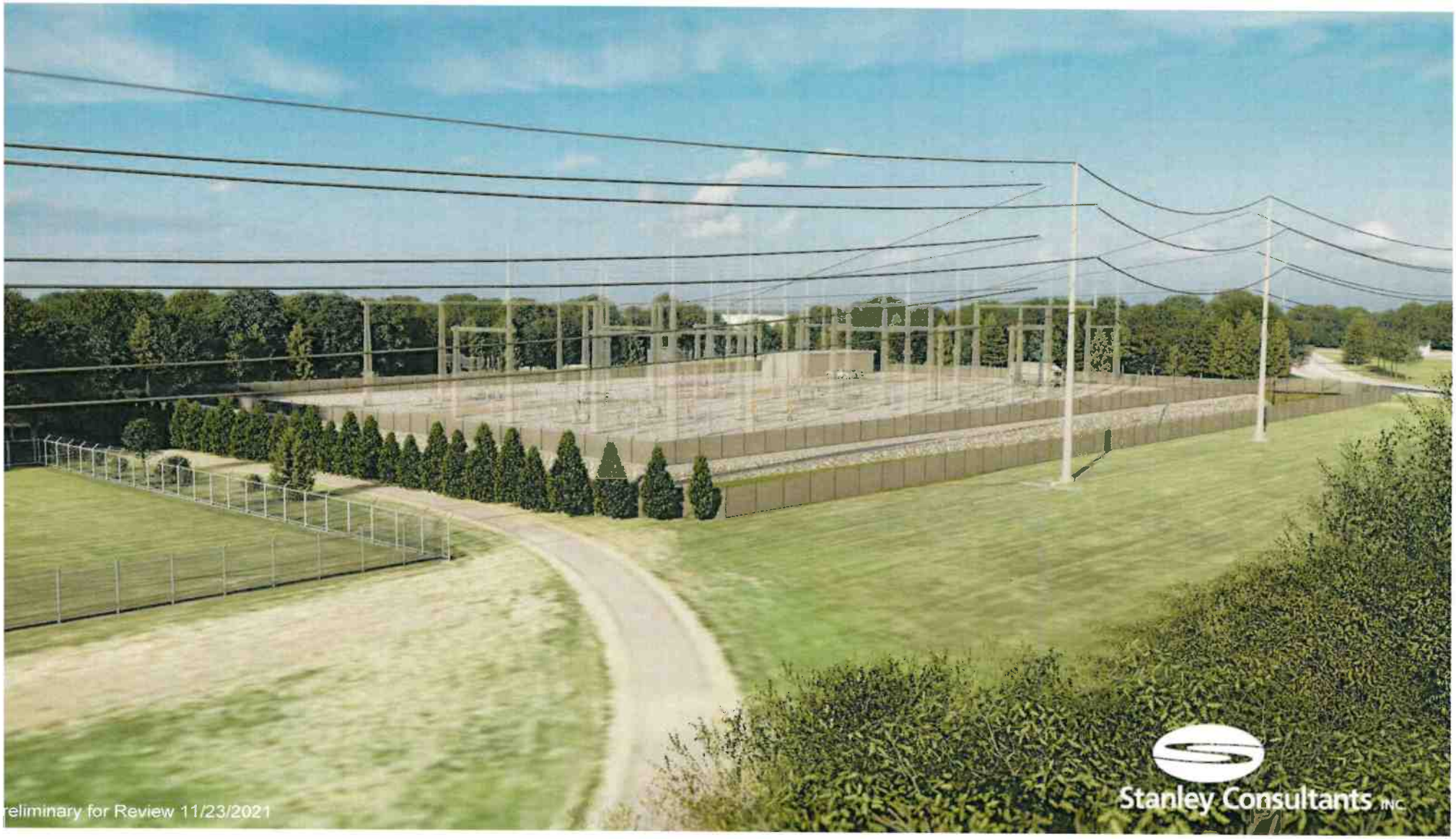
Stanley Consultants INC.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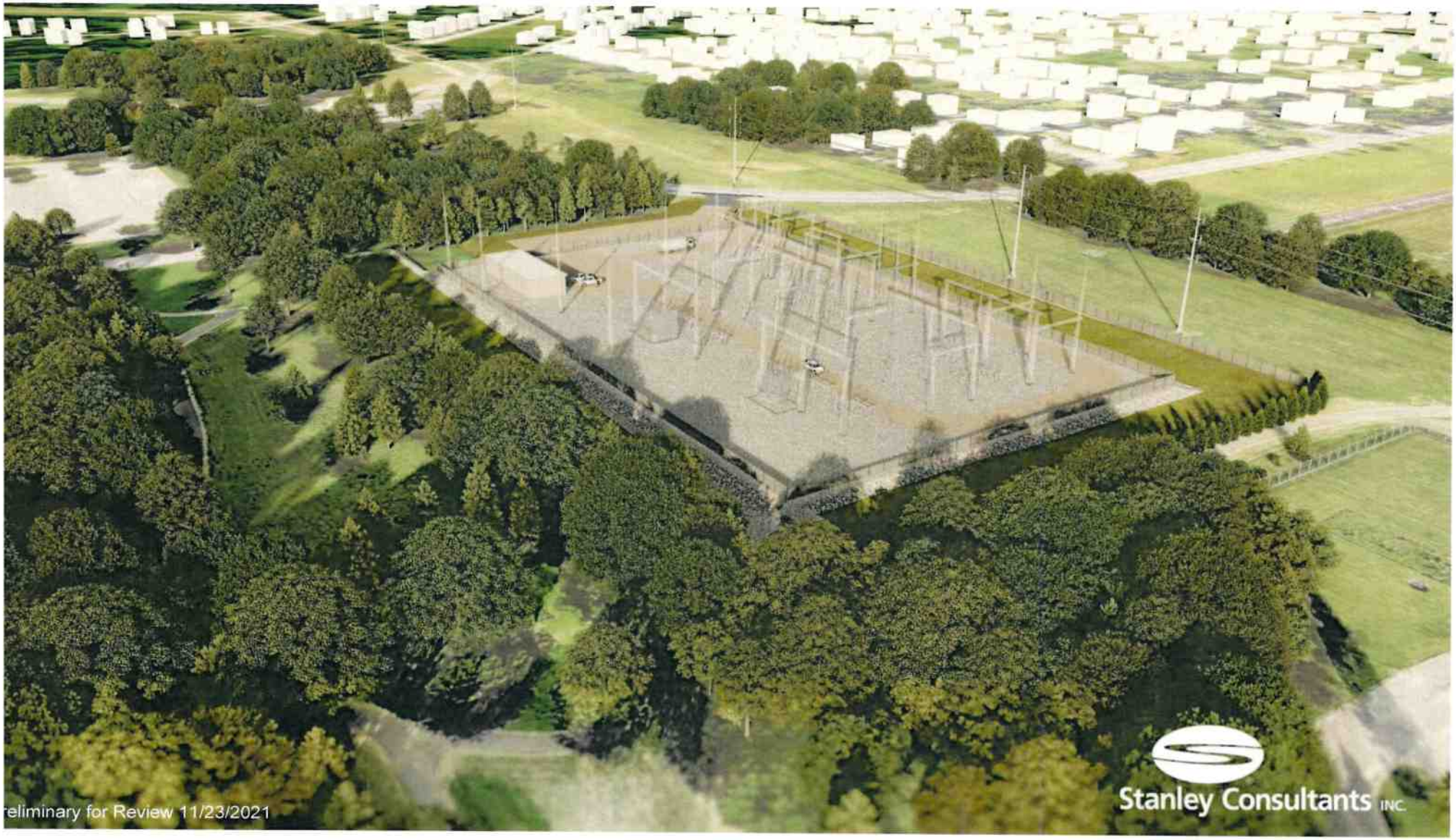
Stanley Consultants INC

eliminary for Review 11/23/2021
Stanley Consultants INC.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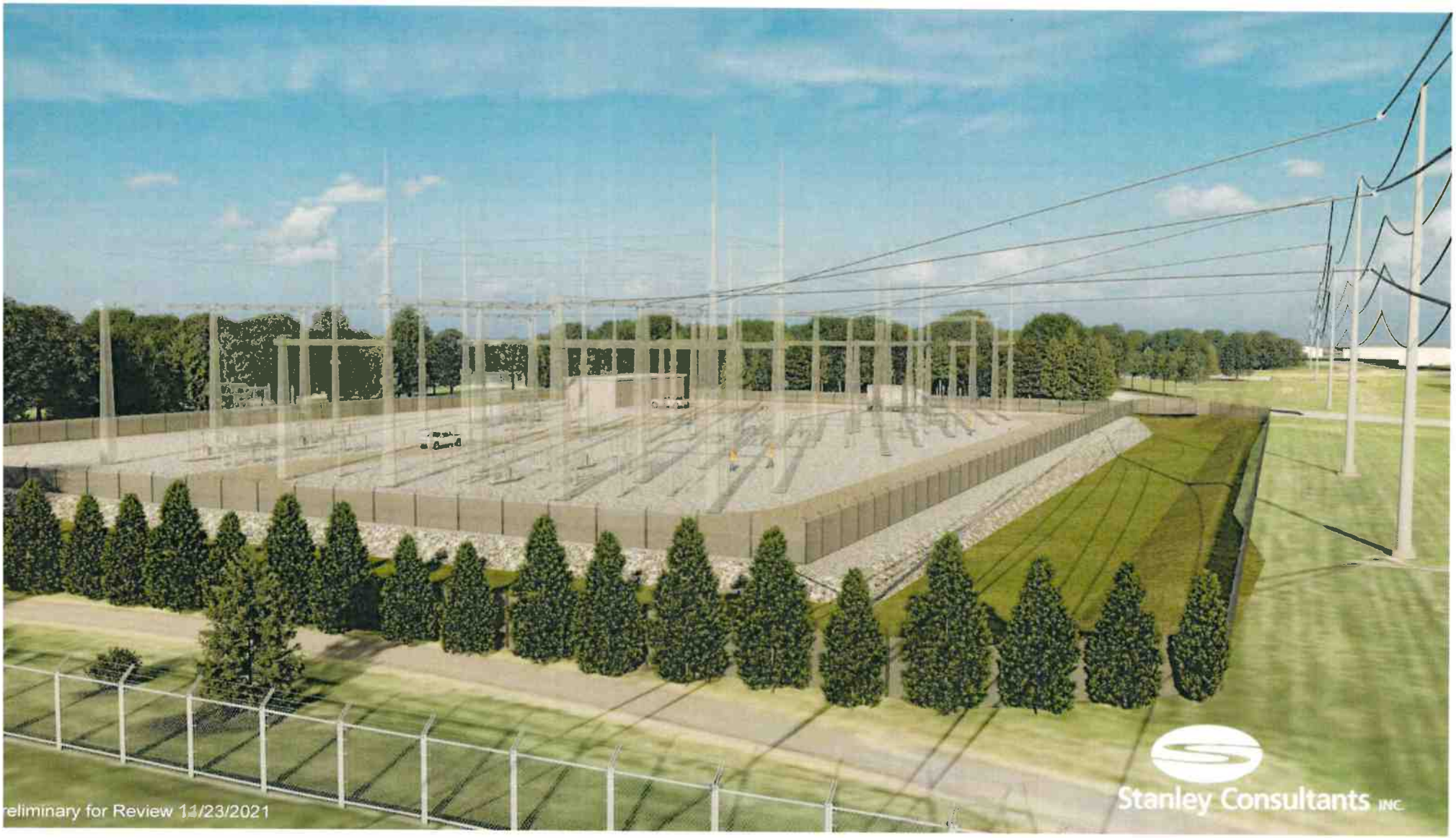
Stanley Consultants INC.


eliminary for Review 11/23/2021
Stanley Consultants INC

eliminary for Review 11/23/2021
Stanley Consultants INC.

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

SLU-2-2021
5411 Wise Road
Electrical Power Substation

WHEREAS, the Lansing Board of Water & Light has requested a special land use permit to authorize the construction of a new electrical power substation at 5411 Wise Road; and

WHEREAS, a review was completed by staff evaluating the character, location and impact of the proposal on the surrounding area, the environment and public services as well as its consistency with the existing zoning and land use patterns in the area and with the objectives of the Design Lansing Comprehensive Plan; and

WHEREAS, the Planning Board held a public hearing on December 7, 2021 at which a representative of the Board of Water & Light spoke in support of the request and no other comments were received; and

WHEREAS, the Planning Board, at its December 7, 2021 meeting, voted (5-0) to recommend approval of SLU-2-2021 for a special land use permit to authorize the construction of a new electrical power station at 5411 Wise Road; and

WHEREAS, the City Council held a public hearing regarding SLU-2-2021 on March 14, 2022; and

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

NOW THEREFORE BE IT RESOLVED that the Lansing City Council hereby approves SLU-2-2021 for a special land use permit to authorize the construction of a new electrical power station at 5411 Wise Road

BE IT FURTHER RESOLVED that this Special Land Use permit shall remain in effect only so long as the petitioner fully complies with this resolution, and if the petitioner fails to comply, the Special Land Use permit may be terminated by City Council Resolution.

BE IT FINALLY RESOLVED that in granting this request, the City Council determines the following:

1. The proposed substation will be harmonious with the character of adjacent properties and surrounding uses.

2. The proposed substation will not change the essential character of the area.

3. The proposed substation will not interfere with the enjoyment of adjacent properties.

4. The proposed substation does represent an improvement to the property.

5. The proposed substation will not generate any nuisances or hazardous conditions.

6. The proposed substation can be adequately served by public services and utilities.

7. The proposed substation will not place any demand on public services and facilities in excess of current capacities.

8. The proposed substation is consistent with the goals of the Zoning Code and the Design Lansing Comprehensive Plans.

9. The proposed substation can comply with the dimensional requirements of the Zoning Ordinance.

Department of Economic Development and Planning
Brian McGrain, Director

Andy Schor, Mayor

Planning and Zoning Office
316 N. Capitol Avenue, Suite D-1
Lansing, Michigan 48933
PH: 517.483.4060
www.lansingmi.gov/planning

MEMORANDUM

To: City Council
From: Brian McGrain, Director
Date: March 7, 2022
Subject: Act-8-2021 Sale of City-Owned Property, Lot 50

The Economic Development and Planning Department is proposing to sell the City-owned and administered parking lot commonly referred to as "Lot 50". This lot is in the Stadium District at the southwest corner of E Shiawassee St. and Pere Marquette Dr.

Although Lot 50 was once a productive resource for the City, as the Covid-19 pandemic progressed and there were less commuters, the lot has seen a drastic reduction in use levels. As of February 2022, only six permits were leased by individuals. We do not foresee substantial amounts of permit parkers returning to this lot for years to come and as such, the property is not necessary for parking services or for public purposes. This drop in use coupled with nearby development pressures of the Stadium District has resulted in a purchase offer for the lot. The proposed buyer has been the only entity to show an interest in Lot 50.

Lot 50 revenue (calendar year) 2017 – 2021

2017: $12,187
2018: $13,565
2019: $14,099
2020: $ 8,878
2021: $ 1,951

This lot may continue to be used as surface parking, and the proposed buyer has committed to maintaining public parking after 5:00 pm for up to two years, but EDP encourages more intense (vertical) redevelopment with the parcel's versatile "DT-3" Downtown Core zoning designation. It is also possible the lot will continue to serve as accessory parking for new, denser development along Larch St.

It is an opportune time to divest ourselves of the property for the suggested sale price of $125,000 as parking levels continue to stagnate while adequate municipal parking exists elsewhere to meet demands and this block is featured for use and redevelopment. We are excited at the opportunity to return this property to the tax roles and, by doing so, allow neighboring properties to be redeveloped to further increase our city's tax base.

Respectfully submitted,
Brian McGrain, Director

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

APPLICANT	City of Lansing – Economic Development & Planning Department
PROPOSAL:	Sale of excess City-owned land.
PARCEL(S):	0 Pere Marquette Dr PID # 33-01-01-16-277-043
CURRENT OWNER(S):	City of Lansing
EXISTING LAND USE & ZONING:	Use: Parking lot, Zoning: DT-3 Urban Core
PROPERTY SIZE AND SHAPE:	.511 acres, rectangular, see Exhibit A
SURROUNDING ZONING & LAND USE	North: DT-2, Vacant South: DT-3, Commercial West: DT-3, Commercial East: DT-3, Residential - townhomes

ANALYSIS

BACKGROUND:

The City of Lansing's Economic Development & Planning Department is proposing to sell the City-owned municipal parking lot commonly referred to as "Lot 50". The Planning Office does not have much background information on the lot's history like when it was obtained or started operations, but Lot 50 was resurfaced in 2020 as part of the Parking Services Office's 5-Year Capital Improvements Program. At the time the lot was a productive resource and EDP had no plans to decommission the lot. As the Covid-19 pandemic progressed Lot 50 has seen a drastic reduction in use levels. Nearby development pressures have resulted in a purchase offer for the parking lot.

Lot 50 revenue 2017 – 2021

2017: $12,187
2018: $13,565
2019: $14,099
2020: $ 8,878
2021: $ 1,951

Since the beginning of Mayor Schor's 'Build Lansing Initiative' in 2021 the City has maintained a review of any and every proposal for redevelop of non-park City-owned property. The proposed buyer has been the only entity to show an interest in Lot 50 to assist their development plans in this area.

The City will continue to sell permits in four lots in the vicinity. (See Map A). Metered parking exists along the 600 block of E Michigan Ave. and over half the stretch of Pere Marquette Dr. The Parking Services Office reports that they have leased only six permits in Lot 50 through February 2022.

LOCATION:

Lot 50 is located at the southwest corner of E Shiawassee St. and Pere Marquette Dr. The parcel is approximately 71' wide by 309' long, a total of 0.5 acres.

CHARACTER:
The subject property is currently under-utilized as a surface parking lot and is an under-utilized use within the greater context of the Downtown area of the Future Land Use Plan and Form-Based Zoning Code. The desire for this designation is the shift from auto-centric uses to a denser, urban built environment with corresponding uses and businesses.

EXTENT:

The extent of the sale is one City-administered surface parking lot. With the minimal usage (currently six leased permits) and available parking lots in the vicinity, parking operations of the City should not be significantly impacted.

As part of the purchase agreement the buyer has committed to maintaining public parking after 5:00 pm each day for two years after the date of sale or until the property is redeveloped, whichever is earlier.

AGENCY REFERRALS

Lansing Board of Water and Light (BWL)

- No comment received.

***Public Service Department*:**

- (A. Malvetis) The Public Service Department has no objection of the sale.
    - Between the two attached as-built drawings, there's a discrepancy on where the ROW line/property line is located. Attached #5139 shows the ROW line several feet west of the west curbline, while attached #4530 shows the west curbline right on the ROW line. Assuming the first drawing is correct, we won't need an easement (the old sewer is shallow). [Further research is needed] to see which scenario is correct and let us know. Then, we'll know

whether we need to retain an easement. It's also possible we can abandon this sewer at some point in the near future.

Development Office

- No objection, supportive of sale.

***Building Safety Office*:**

- No objection.

***Lansing Fire Department*:**

- No objection.

***Parks and Recreation Department*:**

- No objection.

STAFF RECOMMENDATION

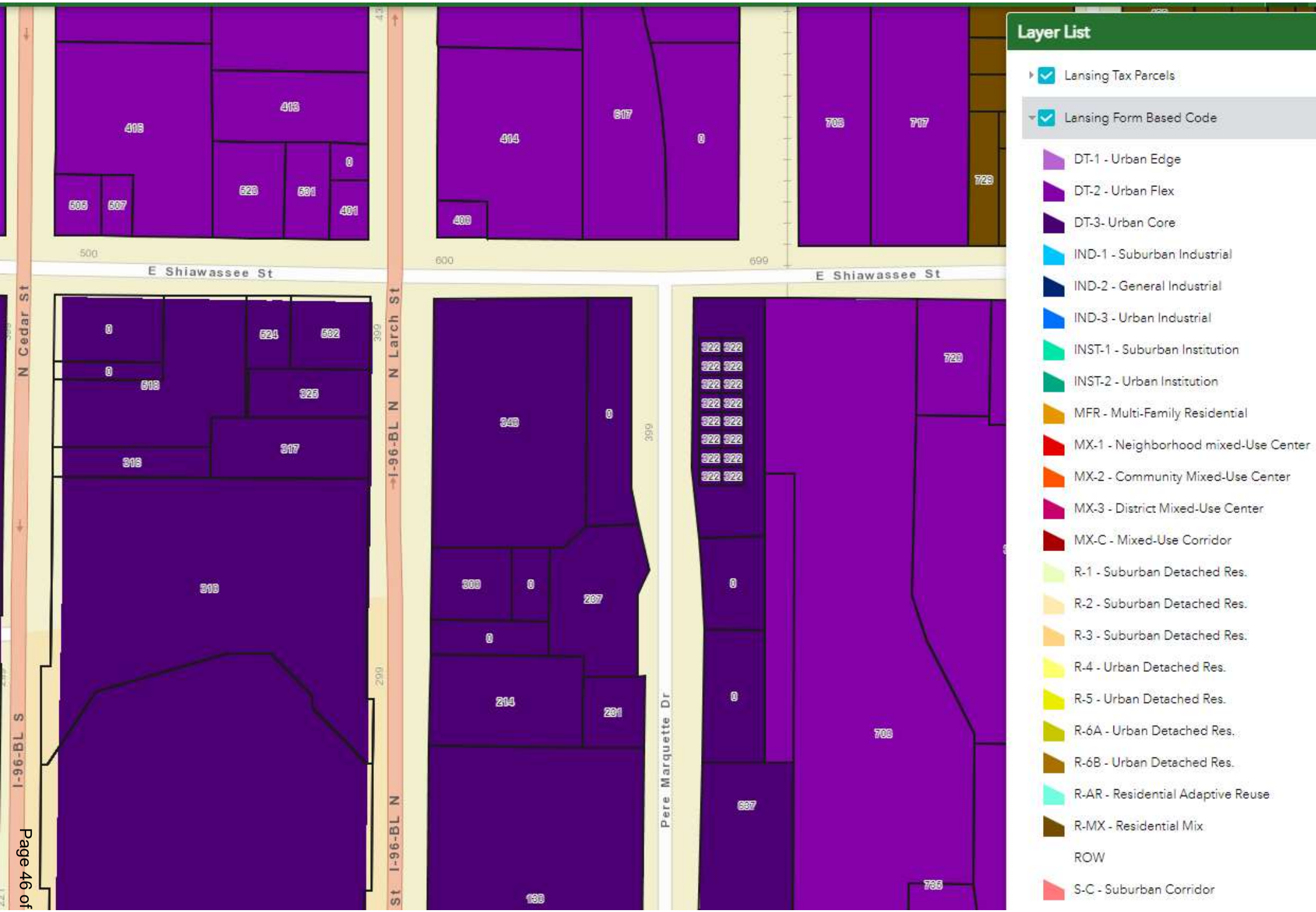
Staff recommends approval of Act-8-2021 as proposed, to facilitate returning the subject parcel to the tax rolls and to support redevelopment to a higher and better use of the property once transferred, with the following condition:

- Easements for necessary utilities (water, sanitary sewer, electric lines, street lighting, communications, etc.) shall be executed prior to vacation, subject to review and approval as to form by the City Attorney.

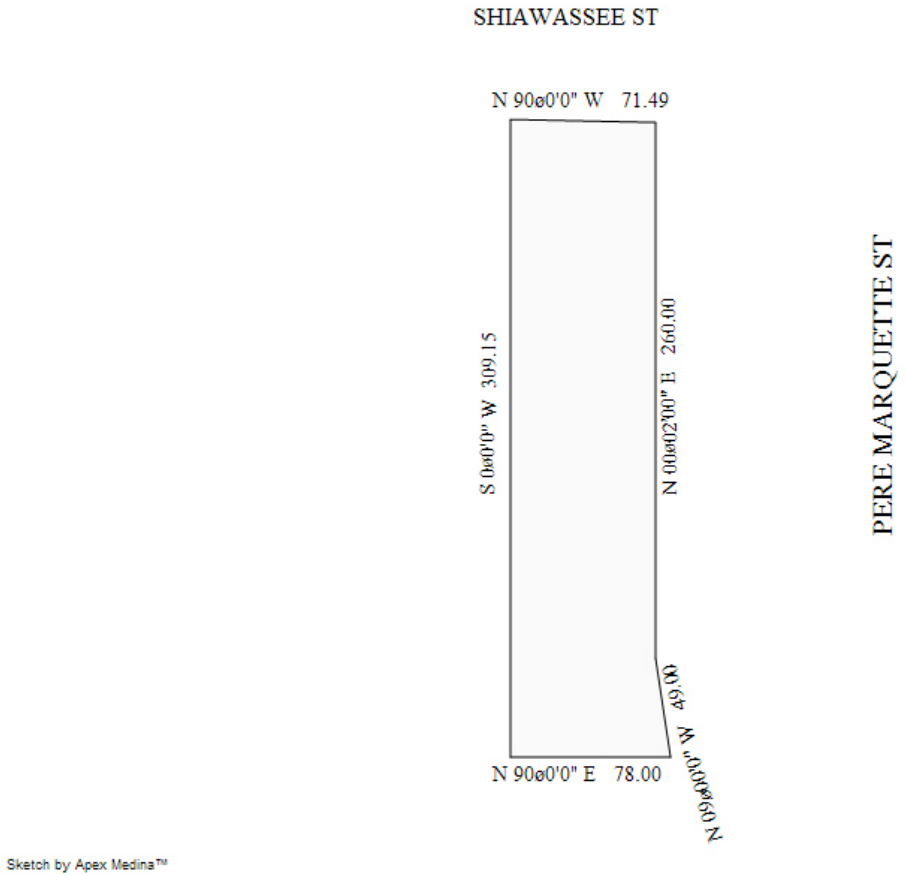
Respectfully submitted,

Andy Fedewa, Planner

E SHIAWASSEE ST
LARCH ST
CEDAR ST
PERE MARQUETTE DR.


Layer List
Lansing Tax Parcels
Lansing Form Based Code
DT-1 - Urban Edge
DT-2 - Urban Flex
DT-3- Urban Core
IND-1 - Suburban Industrial
IND-2 - General Industrial
IND-3 - Urban Industrial
INST-1 - Suburban Institution
INST-2 - Urban Institution
MFR - Multi-Family Residential
MX-1 - Neighborhood mixed-Use Center
MX-2 - Community Mixed-Use Center
MX-3 - District Mixed-Use Center
MX-C - Mixed-Use Corridor
R-1 - Suburban Detached Res.
R-2 - Suburban Detached Res.
R-3 - Suburban Detached Res.
R-4 - Urban Detached Res.
R-5 - Urban Detached Res.
R-6A - Urban Detached Res.
R-6B - Urban Detached Res.
R-AR - Residential Adaptive Reuse
R-MX - Residential Mix
ROW
S-C - Suburban Corridor
E Shiawassee St
E Shiawassee St
N Cedar St
N Larch St
I-96-BL N
I-96-BL S
I-96-BL N
Pere Marquette Dr
500
600
699
399
299

Image/Sketch for Parcel: 33-01-01-16-277-043



Sketch by Apex Medina™

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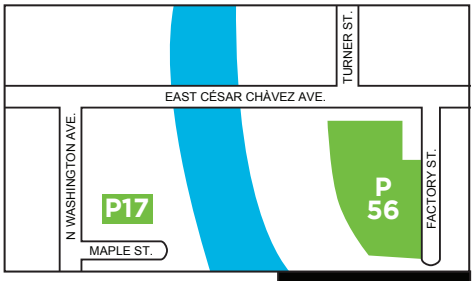
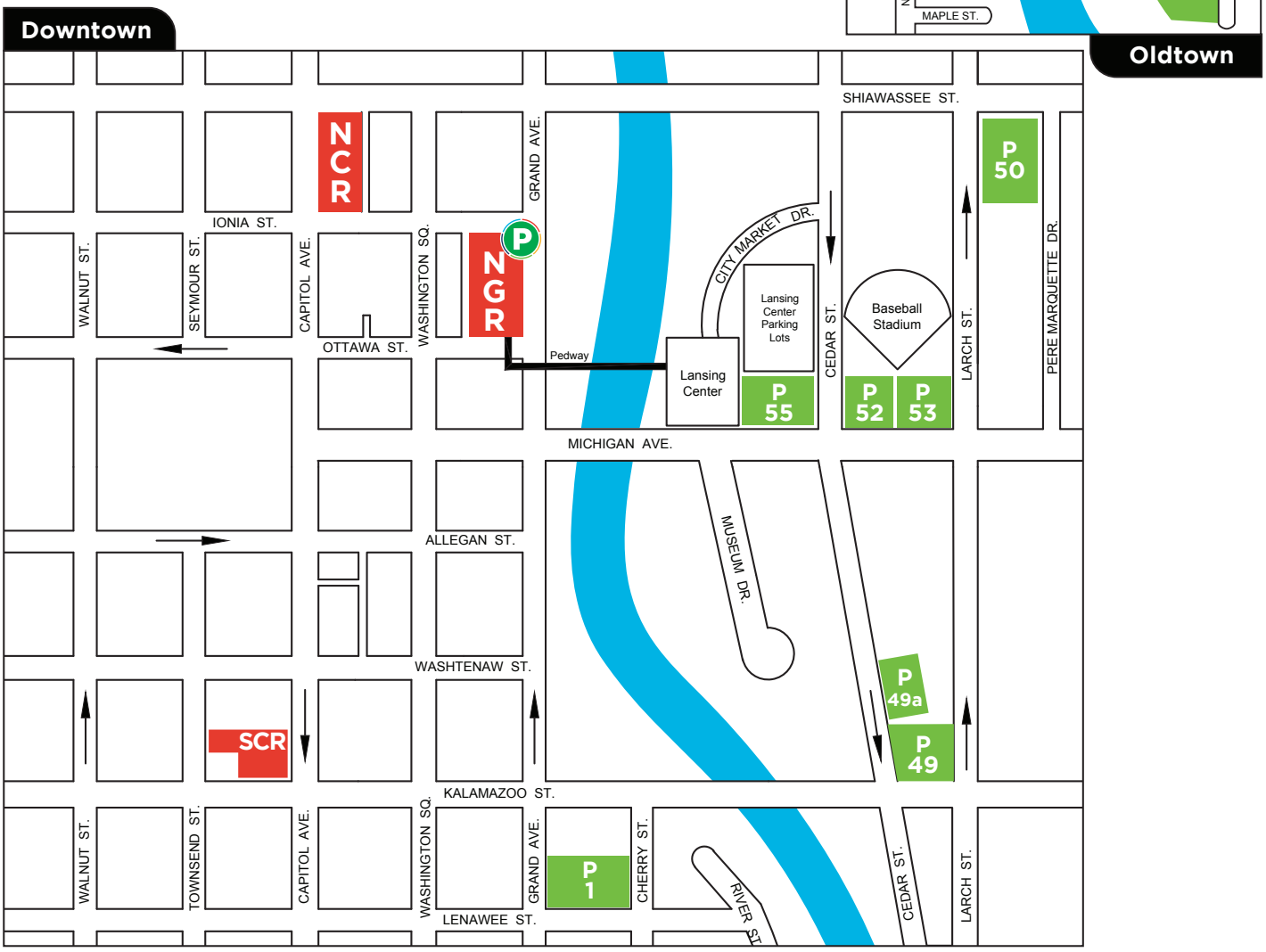
City of Lansing Parking services

Monthly Permit Rates and Locations

Effective July 1, 2020





City of Lansing Parking Ramps

NGR	**North Grand Ramp**	
	Roof	$112
	3rd & 4th Levels	$143
	4th Level Reserved	$163
NCR	**North Capitol Ramp**	
	All Levels	$120
SCR	**South Capitol Ramp**	
	Roof	$92
	Covered	$117
	Reserved	$144

City of Lansing Parking Lots

P1	Lot #1	$92
P17	Lot #17	$40
P49	Lot #49	$65
P49a	Lot #49a	$65
P50	Lot #50	$36
P52	Lot #52	$75
P53	Lot #53	$75
P55	Lot #55	$87
P56	Lot #56	$45

City of Lansing Parking Services Office

219 N. Grand Ave.

FILE NO.

CURVE NO. 3 ℄ DATA
T = 40'
R = 395.0'
Δ = 11°32'09"
D = 14.4686°
L = 79.73'
PC = 8+50
PI = 9+30
PT AHEAD = 9+29.73
PT BACK = 9+30

CURVE NO. 4 ℄ DATA
T = 40'
R = 395.0'
Δ = 11°32'09"
D = 14.4686°
L = 79.73'
PC = 9+34.09
PI = 9+73.28
PT AHEAD = 10+13.82
PT BACK = 10+14.09

BENCH MARK #MD5 ELEV. 844.95
SOUTHEAST BOLT ON HYDRANT AT CORNER OF SHIAWASSEE AND LARCH (NORTHEAST QUADRANT).

BENCH MARK #MD6 ELEV. 843.21
NORTHWEST BOLT ON HYDRANT AT INTERSECTION OF SHIAWASSEE AND R.R. TRACKS (NORTHEAST QUADRANT).

PERE MARQUETTE STREET

SHIAWASSEE ST.

GRAVEL OVER BRICK PARKING LOT
237 MID CITY PRODUCE
231 CUSTOM MAILERS
235 ARTWORKS
LOADING DOCK
RUINS
GRAVEL
GRASS
CONC. APP.
R.O.W. LINE
CENTERLINE OF ROAD
6" SUBBASE UNDERDRAIN APPROX. 3.1' BELOW TOP OF CURB
20"X 30" COMB.
22"x 33" SEWER
MATCH LINE AT STA. 6+00

-35'-10°C76-III
-11'-10°C76-II
-124'-15°C76-III
-141'-15°C76-III
-241'-15°C76-III
-38'-15°C76-III
-27'-10°C76-III

DRIVE REPLACEMENT SCHEDULE					
℄ DRIVE & STATION	PAVEMENT REMOVAL QUANTITY (SYD) (CONCRETE ONLY)	8" THICK NON-REINF. CONC. DRIVE APPROACH (SYD)	CONCRETE DRIVEWAY OPENING	PROPOSED DRIVEWAY WIDTH AT FACE OF SIDEWALK	DETAIL "M" (LFT)
STA. 6+53 WEST	–	122.0	DETAIL "M"	26.0'	86.0
STA. 7+86 WEST	–	382.0	DETAIL "M"	112.0'	172.0
STA. 10+53 WEST	–	64.9	DETAIL "M"	30.0'	65.0

SIDEWALK REPLACEMENT SCHEDULE						
LOCATION	REMOVAL QUANTITY (SYD)	PROPOSED 4" SIDEWALK (SFT)	PROPOSED 6" SIDEWALK (SFT)	PROPOSED 7" SIDEWALK (SFT)	SIDEWALK RAMPS (SFT)	SIDEWALK REPLACEMENT WIDTH
S.E. QUADRANT OF SHIAWASSEE ST. AND PERE MARQUETTE ST.	46.7	–	–	–	60.0	6'
S.W. QUADRANT OF SHIAWASSEE ST. AND PERE MARQUETTE ST.	–	–	–	–	60.0	6'

SIDEWALK, DRIVE APPROACHES, CURB, CURB & GUTTER, ASPHALT ROADWAY, CATCH BASINS, CATCH BASIN LEADS, STORM MANHOLES, STORM SEWER, TREES & RESTORATION

J. & L. CONSTRUCTION CO. 1988 & 1989

INSPECTED BY WAYNE J. BUCK, SHAWNA R. OLIVER, STEVEN L. TEBBE
CAPITAL CONSULTANTS, INC.

UTILITIES
BOARD OF WATER & LIGHT - ELECTRIC
- WATER
CONSUMERS POWER - GAS
BELL TELEPHONE - CATV
FIRE DEPARTMENT

BY	DATE	REVISION
		SAN. SEWER REVISION OK.
		STORM SEWER REVISION OK.
		SAN. SEWER QUANTITIES OK.
		STORM SEWER QUANTITIES OK.
		SAN. & STORM MANHOLES OK.
		STORM & SAN. SEWERS OK.

BY	DATE	OPERATION
		SURVEYED
		PLAN PLOTTED
		PLAN CHECKED
		PROFILE PLOTTED
		PROFILE CHECKED
		CROSS SECTIONS
		SAN. & STORM

100' V.C.
EXIST. GROUND PROFILE AT PROPOSED WEST CURB
WEST TOP OF CURB PROFILE
-0.57%
10"ø E I.E. 839.43
10"ø E I.E. 837.21
10"ø E I.E. 835.37
20" X 30" COMBINED SEWER & 15" DRAIN
20"x30" BRICK COMBINED SEWER
45"ø STORM SEWER
CENTERLINE ELEVATION 0.03' ABOVE WEST TOP OF CURB — CROWN POINT 16.5' EAST OF WEST BACK OF CURB (AT CENTERLINE)
CROWN POINT 0.03' ABOVE WEST TOP OF CURB
EXIST. GROUND PROFILE CENTERLINE PROFILE
TRANSITION TO MATCH EXISTING
MATCH EXISTING 840.51
100' V.C. E=0.1850 PI
EXIST. GROUND PROFILE AT PROPOSED EAST CURB
EAST TOP OF CURB PROFILE
MATCH EXIST. CURB & GUTTER 45' EAST
10"ø W I.E. 836.38
15"ø S I.E. 837.02
15"ø S I.E. 836.45
15"ø N I.E. 836.37
15"ø S I.E. 835.74
10"ø W I.E. 835.88
15"ø N I.E. 835.63
15"ø S I.E. 834.83
15"ø NW I.E. 834.73
15"ø C76-III AT 0.40%
124'-15"ø C76-III @ 0.40%
141'-15"ø C76-III @ 0.40%
241'-15"ø C76-III @ 0.04%
8+00
9+00
10+00
11+00

DEPARTMENT OF PUBLIC SERVICE
LANSING, MICHIGAN

PERE MARQUETTE STREET
6+00 TO 13+00

APPROVED
DIRECTOR OF PUBLIC SERVICE

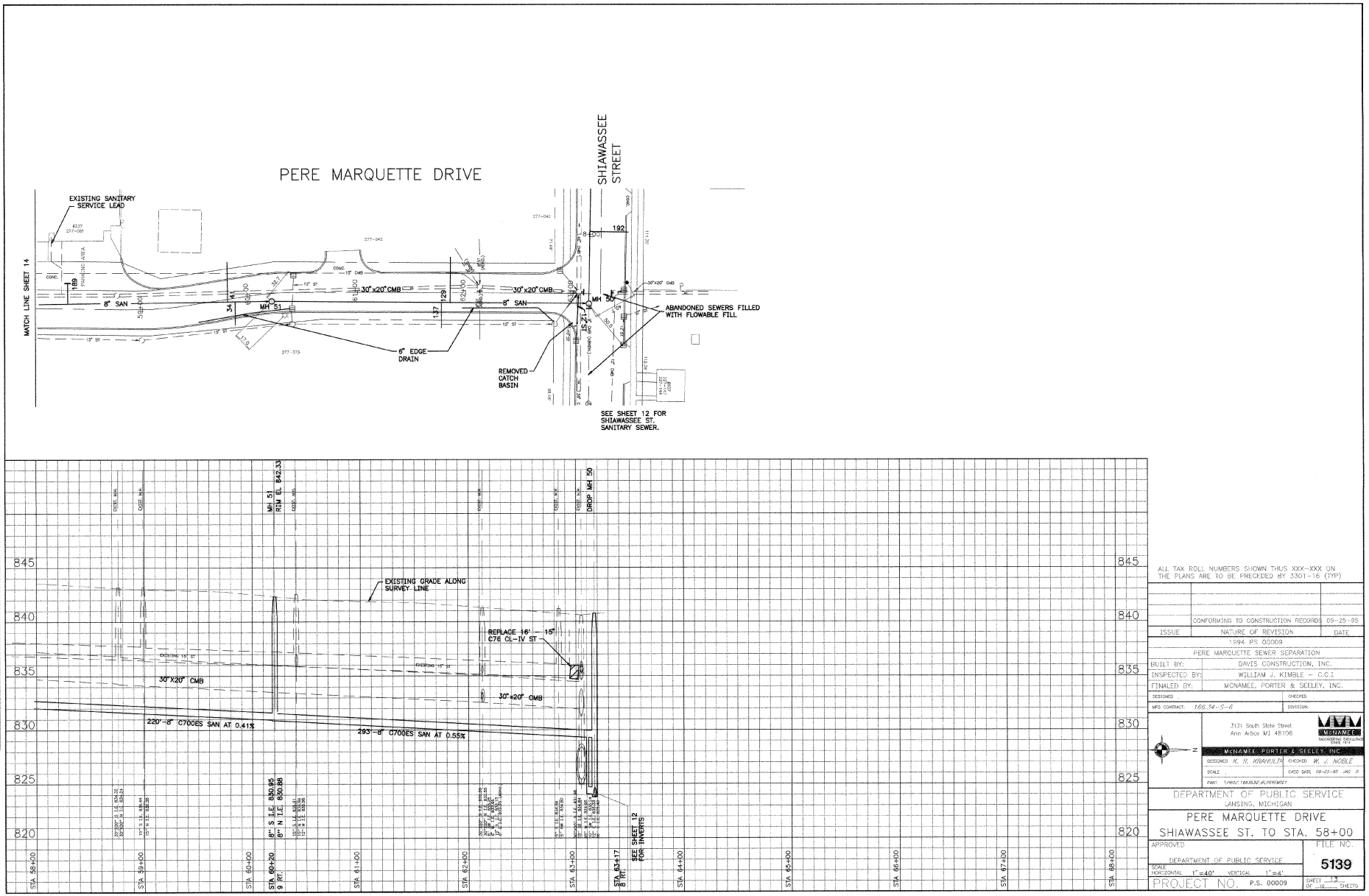
FILE NO. 4530

SCALE HORIZONTAL 1"=40' 1' Ω VERTICAL 1"= 4'
BOOK PAGE

PROJ. NO. P.S. 36232

SHEET OF SHEETS

FILE NO.



OPERATION	BY	DATE
BOARD OF PUBLIC UTILITIES (ELECTRIC)		
CONSUMERS POWER CO.		
GAS		
BELL TELEPHONE		
CITY ENGINEER — CATV		
FIRE DEPARTMENT		

OPERATION	BY	DATE
SAN. SEWER QUANTITIES OK.		
STORM SEWER DESIGN		
STORM SEWER QUANTITIES OK.		
SAN. SEWER DESIGN		
SAN. SEWER QUANTITIES OK.		
STORM SEWER PROFILES		
STORM SEWER QUANTITIES OK.		
TIES TO MAP OK.		

OPERATION	BY	DATE
SURVEYED		
PLAN PLOTTED		
PLAN CHECKED		
PROFILE PLOTTED		
PROFILE CHECKED		
FIELD INSPECTION		
GRADE INSPECTION		
SANITARY SEWER DESIGN		

ALL TAX ROLL NUMBERS SHOWN THUS XXX-XXX ON THE PLANS ARE TO BE PRECEDED BY 3301-16 (TYP)

ISSUE	NATURE OF REVISION	DATE
	CONFORMING TO CONSTRUCTION RECORDS	09-25-95

1994 PS 00009

PERE MARQUETTE SEWER SEPARATION

BUILT BY:	DAVIS CONSTRUCTION, INC.
INSPECTED BY:	WILLIAM J. KIMBLE — C.C.I.
FINALED BY:	McNAMEE, PORTER & SEELEY, INC.
DESIGNED:	CHECKED:
MPS CONTRACT: 166.34-S-6	DIVISION:

3131 South State Street
Ann Arbor MI 48106
McNAMEE
McNAMEE, PORTER & SEELEY, INC.
DESIGNED K. R. KRAHULIK CHECKED W. J. NOBLE
SCALE CADD DATE 09-25-95 JAG P.
PART LAYOUT RECISION PLAN/PROFILE

DEPARTMENT OF PUBLIC SERVICE
LANSING, MICHIGAN

PERE MARQUETTE DRIVE
SHIAWASSEE ST. TO STA. 58+00

APPROVED
DEPARTMENT OF PUBLIC SERVICE

FILE NO. 5139

SCALE HORIZONTAL 1"=40' VERTICAL 1"=4'

PROJECT NO. P.S. 00009

SHEET 13 OF 16 SHEETS

RECORD FILE DRAWING

Andy Schor, Mayor

ACT 33 REVIEW APPLICATION

CITY OF LANSING
PLANNING OFFICE

Reset Form

Print

FILE NUMBER: ACT-_____

DATE SUBMITTED:_____

Applicant: City of Lansing - Economic Development & Planning Dept.

Address *(including zip code)*: 316 N Capitol Ave. Lansing, MI 48933

Phone number: 517-483-4066

Fax number: _____ Email: _____

Interest in Property:

☐ Owner ☐ Represent owner ☐ Option to buy

☐ Other: _____

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

Name of owner(s): City of Lansing - Lansing Building Authority

Address *(including zip code)*: 219 N Grand Ave. Lansing, MI 48933

Phone number(s): _____

Fax number: _____ Email: _____

SUBJECT PROPERTY GENERAL INFORMATION:

Address *(if any)*: Pere Marquette Dr. Lansing, MI 48912

Location description: SW corner of E Shiawassee St. and Pere Marquette Dr.

Permanent parcel #: 33-01-01-16-277-043

Legal description *(see note below)*: PARTS OF LOTS 40 & 41 COM NW COR LOT 40, TH S 309.15 FT, E 78 FT +/- TO W LINE PERE MARQUETTE DR R/W, N 09DEG W 49 FT +/-, N 00DEG 02MIN E 260 FT TO N LINE LOT 40, W 71.49 FT TO BEG; ASSESSORS PLAT NO 36

Applicant's proposal: Sale of surplus City of Lansing property to GG Acquisitions LLC, with purchase offer drafted.

REQUESTED ACTION: (please check one)

_____ City Acquisition of Property _____ Street or Alley Closure ✔ City Sale of Property

_____ Vacation of R.O.W _____ Significant Change of Use of City Property

_____ Other: _____

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

The City will sell surplus land that is currently vacant and return it to the tax rolls and productive use.

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

The parcel will continue to sit unused and no property taxes collected.

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

There are no foreseen negative impacts.

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

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

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

NOTE:

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

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

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

FEES:

Involving land sales over $50,000	$100.00
Involving land sales under $50,000	$50.00

Signature of applicant:

_____/_____
Date

Signature of owner(s):

_____/_____
Date

_____/_____
Date

_____/_____
Date

SUBMIT THE FULLY COMPLETED APPLICATION TO THE ADDRESS BELOW.

For assistance, please contact:

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

COMMERCIAL PROPERTY BUY AND SELL AGREEMENT

Dated: September 8, 2021

Effective Date: _____, 2021

1. PURCHASER'S OFFER.

The undersigned: GG Acquisitions, LLC, whom may form an entity prior to the closing of this agreement and assign this agreement to that entity ("Purchaser"), hereby offers to buy from the City of Lansing, a Michigan municipal corporation, (the "Seller") Parking Lot #50, located at the SW corner of Pere Marquette and Shiawassee Streets in Lansing, Michigan with Parcel# 33-01-01-16-277-043 all of its right, title and interest in property.

Legal Description: See Attached Exhibit A

The property includes all buildings, improvements, appurtenances, fixtures, air, oil, gas and mineral rights, all tenements, hereditaments, privileges together with any land lying in the bed of any adjacent street, avenue, alleys, or rights-of-way and the personal property owned by Seller and used in connection with the operation of the property, all warranties and guaranties express or implied issued to Seller in connection with any improvements to the property or personal property, all of the Seller's right to connect with and to utilize any private or public utility facilities now or hereafter serving the property to the extent transferable, all license, permits, certificates of occupancy and governmental approvals with respect to the property and all development consumer agreements relating to governmental permits or utility services with respect to the property to the extent transferable and all plans and specifications for the property (hereinafter collectively called the "Property"), subject only to the "Permitted Exceptions", and under the following terms and conditions.

2. PURCHASE PRICE.

The purchase price for the real property is One Hundred Twenty Five Thousand and 00/100 Dollars ($125,000.00), subject to performance by Purchaser of the closing obligations specified in Section 17, and by Seller of the closing obligations specified in Section 16 below.

3. TERMS OF PAYMENT:

The Purchaser shall pay the full purchase price to Seller by wire transfer or certified funds upon execution and delivery of the covenant deed at closing, subject only to the Permitted Exceptions.

4. *SURVEY.*

Within fifteen (15) business days following the Effective Date of this Agreement, Seller will provide Purchaser with copies of all surveys in its possession of the Property. Purchaser shall be responsible for, at its costs, obtaining any survey (the "Survey") it desires and to satisfy the Title Company's requirements to remove the Survey Exception from the Title Policy.

5. *CLOSING ADJUSTMENTS.*

The following adjustments shall be made between the parties as of the close of business on the closing date. Purchaser shall receive a credit or assume responsibility, as the case may be, for amounts attributable to time periods following the closing date:

a. Prepaid rent and additional rent (as defined in this paragraph);
b. Interest on any existing indebtedness assumed by Purchaser.
c. Prepaid insurance and utility deposits;
d. Security deposits; and
e. If a tenant is in default in the payment of rent on the closing date, Seller shall retain the claim for and right to collect such rent which is in default and should any collection be made by Seller of rent for a period after the date of closing, upon receipt, Seller shall pay said sum for post-closing rent, less reasonable costs for collection, to Purchaser. If any tenants are required to pay percentage rent, escalation charges for real estate taxes, operating expenses, cost-of-living adjustments or other charges of a similar nature ("Additional Rent") and any rent or additional rent that is collected by Purchaser after closing attributable in whole or in part to any period prior to closing, shall be promptly paid back to Seller. Exceptions: None.

6. *SPECIAL ASSESSMENTS/TAXES.*

a. All special assessments which are or become a lien on the Property on or before date of Closing shall be paid by Seller. All special assessments which will become a lien on the Property after the date of Closing shall be paid by Purchaser. Exceptions: None.

b. Taxes shall be deemed to cover the Calendar Year in which the Taxes are first billed. Taxes which are first billed in years prior to the year of closing shall be paid by Seller without pro-ration. Taxes which are first billed in the year of closing shall be prorated so that Seller shall be charged with taxes from the first of the year to closing date and Purchaser charged with Taxes for the balance of year. If any bill for Taxes pro-ratable hereunder is not yet issued, the current taxable value and tax rate shall be substituted, therefore, and used in pro-ration hereunder.

c. Purchaser shall be responsible for paying all transfer fees and taxes on the Covenant Deed delivered to Purchaser.

d. Purchaser acknowledges that the Property is currently tax exempt. Upon purchase by Purchaser, the Property will be placed on the tax rolls for the tax year of purchase. Purchaser will be solely responsible for payment of tax obligations.

7. ***TITLE INSURANCE.***

Purchaser, at its sole costs and expense, shall obtain at closing with an ALTA owner's policy of title insurance, without standard exceptions, and containing zoning, access and comprehensive endorsements (the "Endorsements"), insuring the Purchaser is vested with good, fee simple, marketable and insurable title to the Property, subject only to the Permitted Exceptions, covering the Property in the amount of the purchase price (the "Title Policy"). The issuance of the Title Policy shall be a condition to Purchaser's obligation to close this transaction.

(a) Title Commitment Within fifteen (15) business days following the Effective Date of this Agreement, Seller shall cause to be issued and delivered to Purchaser a commitment (hereinafter referred to as the "Commitment"), for the Title Policy to be issued at closing by the title company, Diversified National Title Company (the "Title Company") in the **full** amount of the purchase price. The Title Company shall deliver to Purchaser copies of all items set forth therein as exceptions or defects of title to permit Purchaser to review the state of title to the Property, including, but not limited to tax appeals, tax liens and financing statements. All standard exceptions to coverage shall be deleted by the Title Company. Purchaser shall *have* the right to require such additional endorsements to the Title Policy as Purchaser's counsel may reasonably require, at Purchasers expense. The Seller shall pay the premium for the Title Policy at or before closing.

(b) Objections To Title. The Purchaser shall have thirty (30) days from the date it receives the Commitment to notify Seller in writing of Purchaser's objections to any exceptions, other than Permitted Exceptions. If Purchaser objects to Seller's title as disclosed by the Commitment within the time and in the manner required by this section, Seller shall have thirty (30) days after receiving written notice of the particular defect(s) claimed either: (1) to remedy the title defects to the satisfaction of the Purchaser, or (2) to obtain a Commitment for title insurance "insuring over" the defect(s) in title. If Seller fails or refuses to remedy the defect(s), or obtain a Commitment for title insurance "insuring over" the defect(s) in title, then Purchaser may elect, so long as the election is made prior to the closing to either proceed to closing, taking title subject to the defect(s) without reduction of the purchase price, or to instruct the Title Company to return the

Deposit to the Purchaser in full termination of this Agreement and thereafter neither party shall have any further rights or obligations under this Agreement.

(c) Permitted Exceptions. Subject to Purchaser's rights under sections 9a and 9b above, the Property shall be conveyed to Purchaser subject only to the following Exceptions, all of which shall be "Permitted Exceptions":

(i) Those Exceptions which are affirmatively approved by the Purchaser in writing;

(ii) Those Exceptions which the Title Insurer will "insure over" with affirmative coverage that is acceptable to Purchaser in writing;

(iii) Easements for water, sanitary sewer, storm sewer, electricity, telephone, and other utility purposes, if any, which do not interfere with Purchaser's intended use of the Property; and

(iv) Real estate taxes subject to the tax proration provisions of this Agreement.

8. CONVEYANCE.

a. Upon performance by Purchaser of the closing obligations specified in Section 17 below, Seller shall convey fee simple, marketable title to the Property to Purchaser by Covenant deed free and clear of all liens, defects and encumbrances, except for the Permitted Exceptions.
b. This conveyance is subject to Lansing City Council approval, prior to the date of conveyance.

9. REPRESENTATIONS. WARRANTIES AND COVENANTS OF SELLER.

Except as otherwise set forth in this Agreement, Seller represents and warrants to Purchaser as follows:

a. Seller is the fee title owner of the Property.
b. There are no unrecorded or undisclosed legal or equitable interest in the Property owned or claimed by any party other than Seller.
c. Seller is not aware of any proposed assessments or any public improvements affecting the Property which have been ordered to be made and/or which have not been completed, assessed and paid for as of the Effective Date.
d. Seller has not received any notice of, and has no knowledge of, any existing or

threatened condemnation, eminent domain proceeding, or any action of a similar kind or any change, redefinition, or other modification of the zoning classification which would affect the Property.

e. Seller is not currently a party to any proceedings under any applicable bankruptcy, reorganization, insolvency, or similar laws.

f. Seller shall deliver to Purchaser, on or before the Closing Date, currently executed tenant estoppel certificates in form acceptable to Purchaser covering any of the Property that has been leased, each with a full and complete copy of the lease attached.

g. Seller's interest in the Real Property shall be transferred to Purchaser on the closing date, free from liens, encumbrances, claims of others, except for the Permitted Exceptions.

h. Performance of the obligations of Seller under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to Seller or the Property.

i. There is no litigation or proceeding pending, or to Seller's knowledge threatened, against or involving Seller or Property, and Seller does not know or have reason to know of any ground for any such litigation or proceeding, which could have a material adverse impact on Purchaser or Purchaser's title to and use of the Property, either before or after closing.

j. Seller shall continue to operate the Property in the ordinary course of business and maintain the Property in its current condition and repair during the interim period between the acceptance of this Agreement and the closing date, except to the extent such operating and repair is Tenant's responsibility under any lease.

k. If a statement(s) of income and expense with respect to the operation of the Property is (are) attached as Exhibit B, such statement(s) is (are) accurate for the period(s) designated.

l. Copies of all written leases shall be supplied to Purchaser by Seller within fifteen (15) days after Effective Date; and

1. All of the leases are in full force and effect; no party is in default thereunder, and no leases have been modified, amended or extended, except as provided in the written leases;
2. No renewals or extension options have been granted;
3. No tenant has an option to purchase the Property;
4. The rents set forth are being collected on a current basis and there are no arrearages in excess of one month;
5. Any security deposits will be credited to Purchaser at time of closing;
6. No real estate brokerage commission will be payable under any existing arrangement upon exercise of any option or other right to extend or renew the term of any lease.

m. Seller is without actual knowledge as to the presence of any toxic or hazardous substances or any underground storage tanks on the Property.

10. WARRANTIES OF PURCHASER.

Except as otherwise provided in this Agreement, Purchaser represents and

warrants to Seller as follows:

a. Purchaser is familiar with the physical condition of the Property and upon expiration of the Inspection Period agrees to accept the Property "as is" subject to reasonable use, wear and tear between the date of this Agreement and the closing date.
b. The performance of the obligations of Purchaser under this Agreement will not violate any contract, indenture, statue, ordinance, judicial or administrative order or judgment applicable to Purchaser.
c. There is no litigation or proceeding pending, or to Purchaser 's knowledge threatened, against or involving Purchaser, and Purchaser does not know or have reason to know of any ground for any such litigation or proceeding, which could have an adverse impact on Seller or Seller's interest under this Agreement.
d. In entering into this Agreement, Purchaser has not relied upon any written or verbal representations or warranties made by or on behalf of Seller unless same are expressly set forth in this Agreement.
e. The person executing this Agreement on behalf of Purchaser warrants and represents that said person is duly authorized by Purchaser to execute this Agreement and bind Purchaser to the terms of this Agreement.

11. DAMAGE TO PROPERTY.

If between the date of this Agreement and the closing date, all or any part of the Property is damaged by fire or natural elements or other causes beyond Seller's control which cannot be repaired prior to the closing date, or any part of the Property is taken pursuant to any power of eminent domain, Seller shall immediately notify Purchaser of such occurrence, and Purchaser may terminate this Agreement by written notice to the other within fifteen (15) days after the date of damage or notice of taking. If Purchaser exercises the right to terminate this Agreement under this Section 13, the Earnest Money Deposit shall be returned to Purchaser and this Agreement shall be null and void. If Purchaser does not elect to terminate this Agreement, there shall be no reduction of the purchase price and at closing, Seller shall assign to Purchaser whatever rights Seller may have with respect to any insurance proceeds or eminent domain award.

12. CLOSING.

Sale shall be closed as promptly as practical after all necessary documents have been prepared, but in any event not later than fifteen (15) days after expiration of the Inspection Period as same may be extended, unless otherwise agreed to in writing by Purchaser and Seller. If sale is not closed by that date, this Agreement may be terminated at the option of Seller.

13. *POSSESSION.*

a. Seller shall grant to Purchaser possession of the Property upon completion of

the closing, subject to all existing leases and rights of tenants then in possession, which existing leases are more fully described in the attached Exhibit C.

b. Until the time in which the Property is developed such that it no longer is a Parking Lot, or within 24 months of the closing date, whichever is earlier, Purchaser shall make the Property open to the public for parking after 5 PM each day. Prior to any vertical development, the continued availability of surface parking in the evenings for events downtown is of significant importance to Seller, which cannot be quantified or valued directly, and a calculation of damages for breach of this provision cannot be reached. Therefore, in the event of any such breach, Purchaser agrees to pay $50 to Seller for each such documented event of breach.

14. *SELLER'S CLOSING OBLIGATIONS.*

At closing, Seller shall deliver the following to Purchaser:

a. The covenant deed as specified in Section 5 of this Agreement;
b. An assignment by Seller of Seller's interest in all leases which shall contain an assumption by Purchaser of Seller's obligations arising after the closing, together with the original or a true copy of each lease;
c. A notice to any tenants advising the tenants of the sale and directing that future payments be made to Purchaser;
d. Any other documents required by this Agreement to be delivered by Seller; and
e. Seller shall pay for all costs required to convey clear title.

15. *PURCHASER'S CLOSING OBLIGATIONS.*

At closing, Purchaser shall deliver to Seller the following:

a. The cash portion of the purchase price specified in Section 5 above in the form of a wire transfer in U.S. currency, as adjusted by the costs, apportionments and assignments in accordance with this Agreement;
b. The assumption by Purchaser of the obligations of Seller under the Leases and other contracts; and
c. Any other documents required by this Agreement to be delivered by Purchaser.

16. *ENVIRONMENTAL.*

During the Due Diligence Period (as defined further herein) or any extension thereof, Purchaser may, at its expense, conduct a Phase I environmental site assessment of the Property in accordance with ASTM International Standard Practice E1527-13 ("Phase I") and such further sampling and testing of soil, groundwater, soil vapor, indoor air, or any other environmental medium or building component at the Property ("Phase II Work"). Purchaser and its environmental consultants are hereby given permission to access the Property for this purpose. Purchaser and its environmental consultant shall have the right to interview representatives of Seller who have knowledge of conditions and events relevant to the operating history or environmental condition of the Property. If the Property is a "facility" within the meaning of Part 201 of the Michigan Natural Resources and Environmental

Protection Act, MCL 3 24.20101 et seq. ("Part 201"), or determined to be contaminated property within the meaning of any environmental statute, Purchaser may, at Purchaser's expense, prepare and submit to the Michigan Department of Natural Resources and Environmental Quality ("MDEQ") a "baseline environmental assessment," or "BEA," pursuant to Section 26 of Part 201, MCL 324.20126. Purchaser may also, at its expense, prepare a plan ("Due Care Plan") to meet due care obligations at the Property imposed under Section 7a of Part 201, MCL 324.20107a. If any environmental condition disclosed by the environmental assessment is unacceptable to Purchaser, then, Purchaser may terminate this Agreement, in which case the Good Faith Deposit shall be returned to Purchaser. If it is determined by Purchaser to be necessary to file the BEA, the date for closing shall be extended by sixty (60) days.

It is hereby acknowledged that neither Purchaser, nor its assignee, assumes any responsibility or liability that Seller may have as a result of the environmental condition of the Property that may be imposed upon Seller by any state, federal or local law, rule, regulation or ordinance (including, but without limitation, a requirement to report, assess, investigate, abate and/or remediate the Property), resulting from a release of petroleum product or hazardous substance (as defined under CERCLA, 42 U.S.C. Section 9601 et seq.) upon the Property during Seller's ownership or operation of the Property, and Seller shall be responsible for compliance with any such requirement, if any. The Seller shall indemnify and hold harmless Purchaser from such claims, demands, penalties, obligations and liabilities of all nature (including, but without limitation, Purchaser's and/or its assignee's reasonable attorneys' fees that may be incurred in defense thereat), relating to or as a result of a release of petroleum product or hazardous substance (as defined under CERCLA, 42 U.S.C. Section 9601 et seq.) of any nature upon the Property during Seller ownership or operation of the Property, as well as such costs, expenses or fees that may be incurred if an underground storage tank ("UST"), or any portion of a UST system is subsequently located upon the Property, including, but without limitation, the expense of removing said UST or system and closing said UST or system in accordance with applicable laws.

17. ***PURCHASER'S CONTINGENCIES/INSPECTION PERIOD.***

This offer and the obligations of Purchaser hereunder are contingent upon Purchaser's receipt and satisfactory review and approval of the following all of which must be satisfactory to Purchaser in its sole and absolute discretion:

(a) Survey, the title Commitment and Title Policy.
(b) Inspection of the Property by Purchaser by a licensed contractor and/or inspector of Purchaser's choice. Purchaser shall have the right to enter upon the Property during reasonable business hours for purposes of inspections and tests.
(c) Purchaser obtaining all necessary site plan and land use approvals for its

intended use of the Property from all governmental entities having jurisdiction over the Property and the Property being appropriately zoned for Purchaser's intended use.

(d) All easements and restrictions.

(e) Phase I and II environmental assessments and Baseline Environmental Assessment if determined necessary.

(f) All legal and financial documents, leases, service contracts and other documentation.

(g) Available public incentives.

(h) Representations and warranties contained herein are accurate and correct as of the date of Closing with the same force and effect as those such representations and warranties that have been made on such date.

(i) Purchaser's receipt at its own costs and expense of an engineering report or study to its satisfaction of the Property, including, but without limitation, that its soil condition and drainage is suitable for Purchaser's intended developmental use.

U) Legal description of the Property - Exhibit A.

(k) All laws, ordinances, rules, and regulations which govern the Property.

It is agreed that in the event Purchaser is not satisfied with any one or more of the above in its sole and absolute discretion, and Purchaser does not notify Seller of the removal of the above contingencies within 120 days of the Effective Date of this Agreement ("Due Diligence Period"), then this Agreement shall be null and void. Purchaser shall be entitled to a full and prompt refund of its deposit, and neither party shall have any further liability to the other. If

Purchaser does so notify Seller of the removal of all the above contingencies, this sale shall be closed as promptly as practical after all necessary documents have been prepared. If Purchaser has not completed its Due Diligence (as determined in its sole discretion) within said 120 day Due Diligence Period, Purchaser may extend the Due Diligence Period by an additional thirty

(30) days and accordingly, Purchaser shall have an additional thirty (30).days or 150 days from the Effective Date of this Agreement (new Due Diligence Period) to notify Seller of the removal of the above contingencies.

18. ACCESS TO PROPERTY.

Purchaser and its agents and representatives shall have the right, during normal business hours and after reasonable advance notice, to enter upon the Property during the Due Diligence Period for the purpose of conducting such inspections, investigations and studies as Purchaser deems reasonably necessary. Purchaser's access to the Property shall be subject to the rights of tenants and Purchaser shall not unreasonably disturb any of the tenants in conducting any inspections, tests and studies. In the event of any physical damage to the Property resulting from the exercise by Purchasers of its rights under this paragraph, Purchaser shall restore the Property to its condition prior to incurring such damage.

19. NOTICES.

All notices, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and deemed to have properly given: (i) two (2) days after the due date of mailing, if mailed by certified mail, postage prepared return receipt requested, directed to the parties at the addresses set forth below; or (ii) on the date of actual delivery (or refusal) if personally delivered or served upon the party to be given notice hereunder; or (iii) one (1) day after the date of delivery to an overnight courier service with all fees prepaid, directed to the parties at the addresses set forth below; or (iv) upon receipt by the sending party of successful transmissions, if sent by facsimile or electronic transmission, to the parties at the facsimile numbers or e-mail addresses set forth below.

To the SELLER:	City of Lansing Department of Economic Development and Planning Attn: Brian McGrain 316 N Capitol Avenue, Suite D-1 Lansing, MI 48933 Phone: (517) 483-4060
With a copy to:	Officer of the City Attorney 124 W. Michigan Ave., 5th Fl. Lansing, MI 48933 Phone: (517) 483-4320
To the PURCHASER:	Patrick K. Gillespie 330 Marshall Street, Suite 100 Lansing, MI 48912 Phone: (517) 333-4123
With a copy to:	Attorney for Purchaser Lasky Fifarek PC Attn: Charles L. Lasky 120 N. Washington Square, Suite 625 Lansing, MI 48933 Phone: (517) 267-2222

20. ADDITIONAL ACTS.

Seller shall provide to Purchaser within fifteen (15) days of the Effective Date, complete copies of the following; (1) all existing site assessments, environmental reports, engineering reports, soil, radon, hazardous substance, termite or other tests, studies or reports; (2) all plans, surveys and specifications for the Property; (3) copies of contracts and service agreements affecting the Property which will not be terminated by Seller prior to closing; (4) itemized and inventory of all personal

property owned by Seller and used in connection with the operations of the Property; (5) current rent roll, current tenant ledger, current delinquent report and all leases (with any and all amendments and all tenant correspondence); (6) full set of plans, working drawings including, but not limited to, all changes, updates and as-built; (7) any other relevant useful information Purchaser may request.

Purchaser and Seller agree to execute and deliver such additional documents and to perform such additional acts as may become reasonably necessary to effectuate the transfer contemplated by this Agreement.

21. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties with respect to the sale of the Property. All contemporaneous or prior negotiations have been merged into this Agreement. This Agreement may be modified or amended only by written instrument signed by the parties of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

22. PURCHASER'S DEPOSIT.

Within three (3) business days of the Effective Date of this Agreement, Purchaser shall deposit $5,000.00 evidencing Purchaser's good faith (the "Good Faith Deposit"), said Good Faith Deposit to be deposited with DIVERSIFIED NATIONAL TITLE ("Escrow Agent") trust account, in accordance with current State of Michigan licensing regulations, and apply as part of the purchase price. If title is not marketable or insurable, or if the Purchaser does not remove the contingences pursuant to paragraph 19 above, or if Purchaser terminates this Agreement pursuant to other terms and conditions expressly written herein, or any other contingencies as specified, which cannot be met, this Good Faith Deposit will be refunded forthwith. In the event of default by the Purchaser, the Good Faith Deposit may be forfeited as liquidated damages to Seller and shall be the sole remedy for Seller. In the event of any default by Seller hereunder, the Purchaser may, in addition to any other remedies that may be available to it as law or equity, elect to enforce the terms of this Agreement. Seller agrees that Purchaser will be irreparable harmed by Seller's failure to comply with and perform as provided by this Agreement. In the event Purchaser seeks to enforce the terms of this Agreement, Purchaser shall be entitled to specific performance. All remedies are cumulative.

23. EFFECTIVE DATE.

The Effective Date of this Agreement shall be the later of (a) the date on which Seller executes this Agreement, or (b) the date of a written acceptance (by either Seller or Purchaser) of the final counteroffer submitted by the other party.

The Effective Date shall be entered in the upper left-hand corner of the first page of this Agreement and shall be initialed and acknowledged by both parties.

24. OTHER PROVISIONS.

A Purchaser and Seller represent and warrant to each other that negotiations relative to this Agreement and the transactions contemplated hereby have been carried on by the parties without the assistance of any broker, finder or other originator who is entitled to a fee or other compensation or commission for such services. Seller assumes full responsibility for any commission due.

25. ASSIGNMENT.

Purchaser may assign its rights under this Agreement to any entity in which Patrick Gillespie is a manager or member, provided, however, that such assignment does not relieve the original Purchaser under this Agreement from liability under this Agreement. A copy of any assignment of this Agreement must be promptly delivered to Seller, and in any event before said assignment shall be binding upon Seller.

26. CONFIDENTIALITY.

All leases, surveys, environmental reports, inspection reports and other information provided by Seller or Seller's agents, attorneys, consultants, accountants, and experts shall be deemed confidential information which Purchaser agrees not to disclose to third parties (except for Purchaser's agents, attorneys, consultants, accountants and other professional advisors) without Seller's prior written consent.

Seller further agrees that Seller will not disclose the fact that discussions or negotiations are taking place concerning this transaction except on a need-to-know basis only.

27. LIST OF EXHIBITS (which may or may not be attached).

_ Exhibit A - Legal Description
_ Exhibit B - Statement of Income and Expenses
_ Exhibit C – Leases

The parties have executed this Agreement effective on the date and year first above written as the Effective Date.

[The remainder of this page is intentionally left blank. Signatures are contained on the following page]

Purchaser:

GG Acquisitions, LLC, a Michigan Limited Liability Company

By: Gillespie Group Manager, Inc.
Its: Manager

By: Patrick K. Gillespie
Patrick K. Gillespie
Its: President

Seller:

City of Lansing

By:_____
Its:

Approval as to Form:

By:_____

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

Resolved by the City Council of the City of Lansing that a public hearing be set for Monday, April 11, 2022, at 7 p.m. in Tony Benavides Lansing City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, for the purpose of approving and/or opposing the Petition for Sale of Property:

Act-8-2021: Sale of Property, Lot 50 (Parcel # 33-01-01-16-277-043)

CITY OF LANSING
NOTICE OF PUBLIC HEARING

Act-8-2021 Sale of “Lot 50” (PID #33-01-01-16-277-043)

The Lansing City Council will hold a public hearing on April 11, 2022 at 7:00 p.m., in the Tony Benavides Lansing City Council Chambers, 10th Floor City Hall, 124 W. Michigan Ave., Lansing, Michigan, to consider a resolution selling the parcel commonly known as Parking Lot 50, at the southwest corner of E Shiawassee St. and Pere Marquette Dr. specifically described as:

PARTS OF LOTS 40 & 41 COM NW COR LOT 40, TH S 309.15 FT, E 78 FT +/- TO W LINE PERE MARQUETTE DR R/W, N 09DEG W 49 FT +/-, N 00DEG 02MIN E 260 FT TO N LINE LOT 40, W 71.49 FT TO BEG; ASSESSORS PLAT NO 36

Details of the sale are on file with the City Clerk’s Office and are available at Ninth Floor, City Hall, 124 West Michigan Ave. or www.lansingmi.gov/clerk. For more information about this sale, phone City Council Offices on City business days, Monday through Friday, between 8 a.m. and 5 p.m. at 483-4177.

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

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

Submitted @ mtg