

AGENDA

Committee on Development and Planning AGENDA FOR APRIL 13, 2022 AT 3:30 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 28, 2022
4. **Public Comment on Agenda Items (Up to 3 Minutes)**
5. **Discussion/Action:**
 - B. RESOLUTION - Appointment; Steve Bohnet; Business Owner Member of the North Grand River Corridor Improvement Authority Board of Directors; Term to expire June 30, 2024
 - C. RESOLUTION -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.
 - D. RESOLUTION - LS-1-2022; Lot Split Application; Vacant property located between 3220 and 3330 W. Miller Road
 - E. RESOLUTION - LS-2-2022; Lot Split Application; Vacant property located between 5000 and 5022 Christiansen Road
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 28, 2022 @ 4:00 p.m.
City Council Conference Room

CALL TO ORDER

Council Member Garza called the meeting to order at 4:00 p.m.

PRESENT

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

OTHERS PRESENT

Sherrie Boak, Council Office Manager
Andy Fedewa, EDP
Brian McGrain, EDP
Mary Alicia Gonzales, Owner Alicia's
Greg Venker, OCA
Susan Stachowiak, EDP
Jo Sinha, CEO Peckham
Darren Cunningham, BWL
Joshua Ward, Stanley Consultants
Pat Gillespie

MINUTES

MOTION BY COUNCIL MEMBER JACKSON TO APPROVE THE MARCH 9, 2022 MINUTES AS PRESENTED. MOTION CARRIED 3-0.

PUBLIC COMMENT

No public comment at this time

Discussion/Action

RESOLUTION – Reappointment; Robert Fryling; At Large Member of the Board of Zoning Appeals; Term to Expire 6/30/2024

MOTION BY COUNCIL MEMBER SPITZLEY TO APPROVE THE RESOLUTION FOR THE REAPPOINTMENT OF ROBERT FRYLING AT LARGE MEMBER OF THE BOARD OF ZONING APPEALS WITH A TERM TO EXPIRE 6/30/2024. MOTION CARRIED 3-0.

RESOLUTION – Appointment; Mary Alicia Gonzales Business Member of the N Grand River Corridor Improvement Authority Board of Directors; Term to Expire 6/30/2025

Ms. Gonzales briefly spoke about her business location in the City. Council Member Garza Hussain acknowledged her offer to serve on the Board. Ms. Gonzales then acknowledged the Committee for their time, and spoke briefly on her time as volunteering in the past on other agencies in the City.

MOTION BY COUNCIL MEMBER JACKSON TO APPROVE THE RESOLUTION FOR THE APPOINTMENT OF MARY ALICIA GONZALES; BUSINESS MEMBER OF THE N. GRAND RIVER CORRIDOR IMPROVEMENT AUTHORITY BOARD OF DIRECTORS; TERM TO EXPIRE 6/30/2025. MOTION CARRIED 3-0.

RESOLUTION – Appointment; Jo Sinha; Business Member of the N Grand River Corridor Improvement Authority Board of Directors; Term to Expire 6/30/2026

Ms. Sinha spoke briefly on her career and her role in the N Grand River corridor as the CEO of Peckham, where she has been employed for 20+ years. Ms. Sinha spoke in support of more investment in the N Grand River Corridor. Council Member Garza asked if she would advocate for sidewalks and crosswalks and make it more walkable and Ms. Sinha concurred, noting Peckham has an apartment in the area and short term home advocacy so they are aware of how there needs to be walkability resources.

MOTION BY COUNCIL MEMBER SPITZLEY TO APPROVE THE RESOLUTION FOR THE APPOINTMENT OF JO SINHA; BUSINESS MEMBER OF THE N. GRAND RIVER CORRIDOR IMPROVEMENT AUTHORITY BOARD OF DIRECTORS; TERM TO EXPIRE 6/30/2026. MOTION CARRIED 3-0.

RESOLUTION – SLU-2-2021; Special Land Use Permit; 5411 Wise Road; LBWL Electrical Power Substation in the R-2 Suburban Detached Residential Zoning District

Council Member Spitzley asked if there was any feedback on the project. Mr. Cunningham and Mr. Ward noted they have had inquiries on the current walking paths, and they will be maintaining those paths and landscaping for privacy. Council Member Jackson asked for confirmation if this was a new facility for the gas plant, and Mr. Cunningham confirmed.

MOTION BY COUNCIL MEMBER SPITZLEY TO APPROVE THE RESOLUTION FOR THE SLU-2-2021 FOR 5411 WISE ROAD. MOTION CARRIED 3-0.

RESOLUTION – Setting a Public Hearing; ACT-8-2021; Real Estate Purchase Agreement; GG Acquisitions LLC for Parking Lot #50 at SW Corner of Pere Marquette Dr. and Shiawassee St.

Mr. McGrain briefly spoke on the location of the parking lot off Shiawassee, which contains 40 parking spaces and projected not to be utilized in the future due to pandemic. It was noted the Gillespie Group has approached the City over the years to purchase, and the City has agreed via the Mayor to sell. The proposal is to sell and transfer the property.

Council Member Spitzley asked if this was part of the surplus property mentioned to Council in the past, and Mr. McGrain confirmed that they have been looking at City inventory of parking lots, parks, cemeteries, and had open discussions. In addition, EDP will be doing a parking study in downtown to look at street parking and parking lots.

Mr. Gillespe presented a map of the area highlighting their past projects, current and planned. He spoke briefly on the property they own around this parking lot and their intentions of utilizing current and former building sites for new corporate offices and parking.

Council Member Jackson asked if they had plans to incorporate public restrooms on the property, and it was confirmed they did not.

MOTION BY COUNCIL MEMBER SPITZLEY TO APPROVE THE RESOLUTION TO SET THE PUBLIC HEARING FOR ACT-8-2021; REAL ESTATE PURCHASE FOR PARKING LOT #50 AT THE SW CORNER OF PERE MARQUETTE AND SHIAWASSEE ST. MOTION CARRIED 3-0.

The applicants were asked to present at the April 11, 2022 Council meeting to present on the project; the night of the public hearing.

Other

No other topics to discuss at this time.

Adjourn

Adjourned at 4:25 p.m.

Submitted by Sherrie Boak

Recording Secretary, Lansing City Council

Approved by the Committee on



From: noreply@civicplus.com <noreply@civicplus.com>

Sent: Monday, February 24, 2020 11:53 AM

To: Plummer, Marilyn <Marilyn.Plummer@lansingmi.gov>; Mayor Intern
<Mayor.Intern@lansingmi.gov>; Tim.Hilton@lansingmi.gov

Subject: [EXTERNAL] 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.

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	2/24/2020
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First Name	STEVEN
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Middle	R.
--------	----

Last Name	BOHNET
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Other name(s) by which	Field not completed.
------------------------	----------------------

you have been known,
including maiden names

Date of Birth	██████████
Address	3524 SNOWGLEN LANE
City	LANSING
State	MI
Zip Code	489174
Email	BOHNETSR@GMAIL.COM
Gender	MALE
Find my ward:	Lansing Neighborhoods Ward Map
Ward	Regional
Precinct	<i>Field not completed.</i>
Best phone number to contact you	517-4905375
Last 4 digits of social security number	██████
In what year did you move to Lansing?	0000
Additional information regarding experience and credentials	SERVED ON MANY VOLUNTEER BOARDS AND COMMITTEES
Occupational Background	PRESIDENT, W F BOHNET ELECTRIC CO INC
Educational Background	ASSOCIATES DEGREE, LCC,LANSING. ACCOUNTING/COMMERCIAL ART
Previous Appointments	NONE
Current Appointments	NONE
Please attach a resume if available	<i>Field not completed.</i>
First choice for board to serve on	North Grand River Ave. Corridor Improvement Authority

Second choice of a board to serve on	<i>Field not completed.</i>
Third choice of a board to serve on	<i>Field not completed.</i>
Fourth choice of a board to serve on	<i>Field not completed.</i>
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	Interested in improvement of the North Corridor, as a property owner and retailer. Also vested in growth and improvement of all areas of the City as a life-long resident.
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	While I reside in Lansing Township, I own 2 properties within the city limits.
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	Steven Robert Bohnet
Date & Time	2/24/2020 11:45 AM

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

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 Steve Bohnet as a Business Owner member of the North Grand River Corridor Improvement Authority Board of Directors 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 April 13, 2022 and took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Steve Bohnet as a Business Owner member of the North Grand River Corridor Improvement Authority Board of Directors for a term to expire June 30, 2024.

**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

Act-8-2021, Sale of City-Owned Property, Lot 50 - STAFF REPORT

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

APPLICANT	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

Act-8-2021, Sale of City-Owned Property, Lot 50 - STAFF REPORT

Since the beginning of Mayor Schor's 'Build Lansing Initiative' in 2021 the City has maintained a review of any and every proposal for redevelopment 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

Act-8-2021, Sale of City-Owned Property, Lot 50 - STAFF REPORT

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

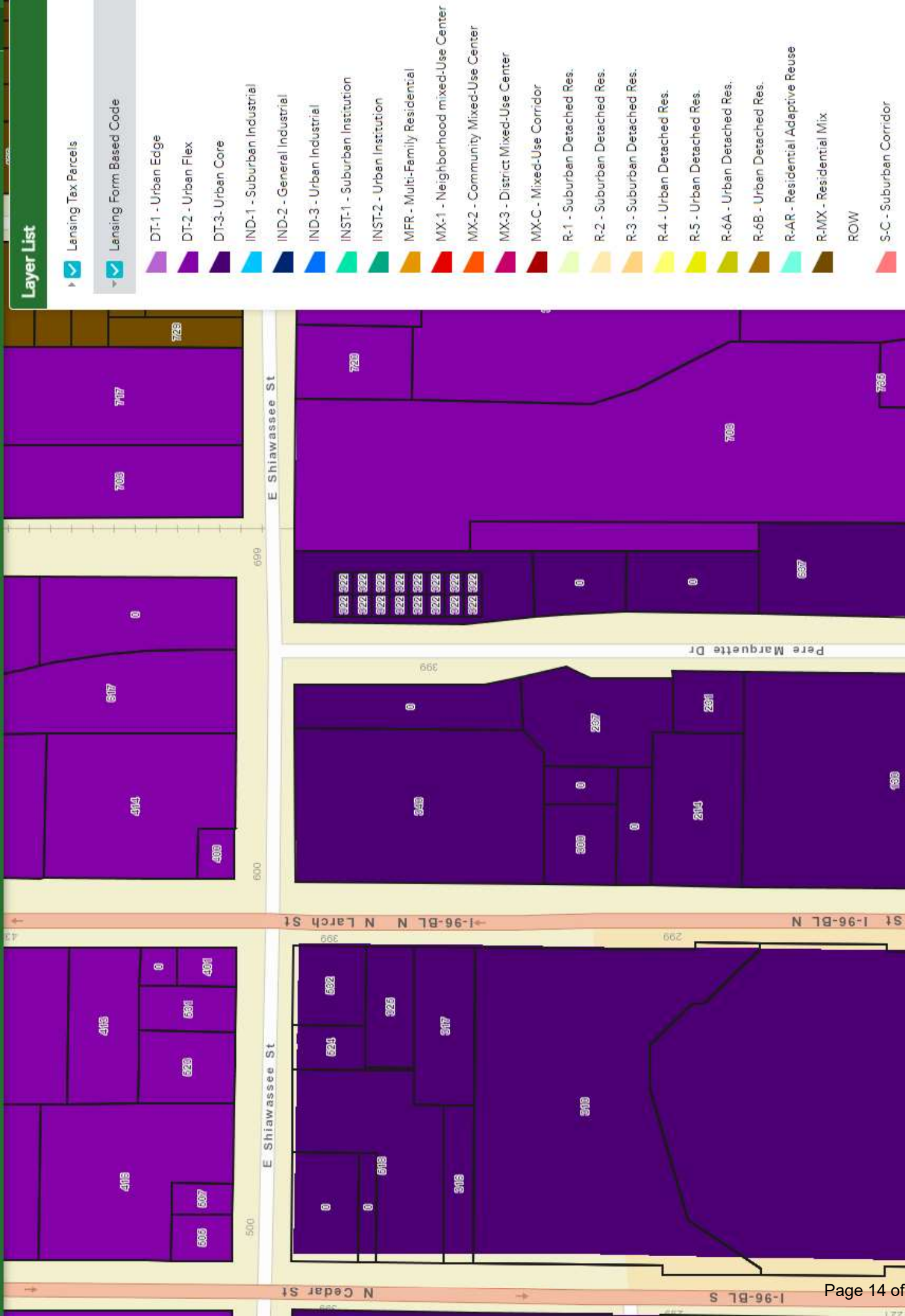
Staff recommends approval of Act-8-2021 as proposed, to facilitate returning the subject parcel to the tax rolls and to support redevelopment to a higher and better use of the property once transferred, with the following condition:

- 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,

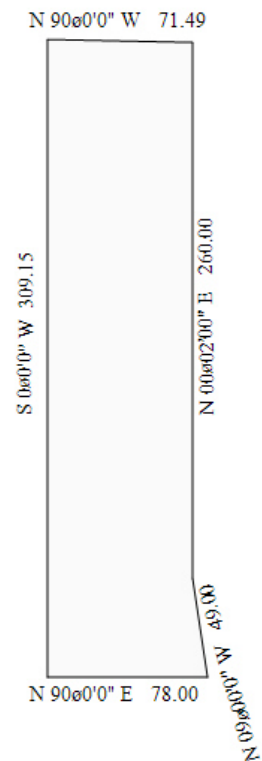
Andy Fedewa, Planner





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

SHIAWASSEE ST



PERE MARQUETTE ST

Sketch by Apex Medina™

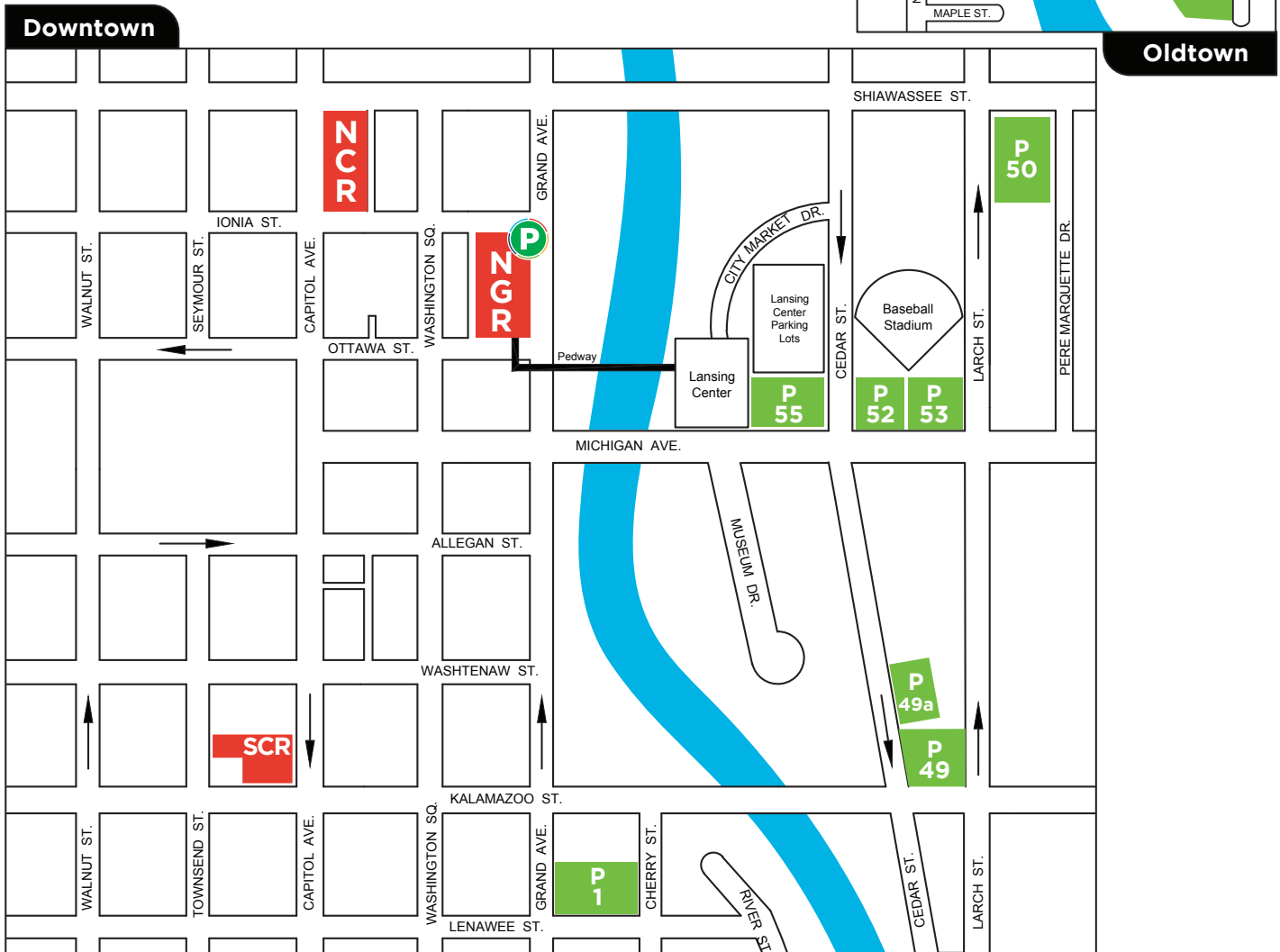
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Monthly Permit Rates and Locations

Effective July 1, 2020



City of Lansing Parking Ramps

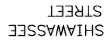
NGR	North Grand Ramp	
	Roof	\$112
	3rd & 4th Levels	\$143
	4th Level Reserved	\$163
NCR	North Capitol Ramp	
	All Levels	\$120
SCR	South Capitol Ramp	
	Roof	\$92
	Covered	\$117
	Reserved	\$144

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.



PERE MARQUETTE DRIVE

SEE SHEET 12 FOR
SHIAWASSEE ST.
SANITARY SEWER.

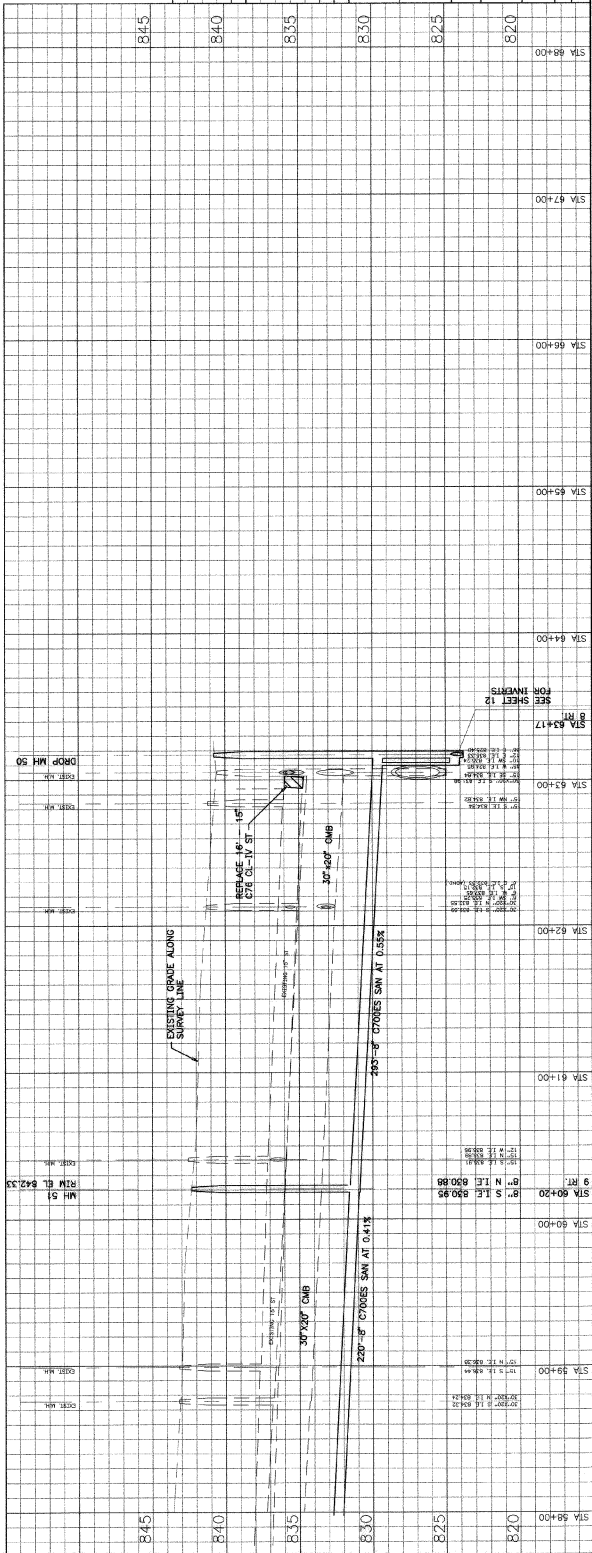
14 SHEET LINE MATCH

DATE	BY	BOARD OF WATER & LIGHT OPERATION ELECTRIC WATER CONSUMERS POWER - GAS BELL TELEPHONE CABLE TELEVISION - CATV FIRE DEPARTMENT
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DATE	BY	OPERATION	OK	SN, SENDER DESIGN
		STOK, SENDER DESIGN	OK	
		SN, SENDER QUANTITIES	OK	
		STOK, SENDER QUANTITIES	OK	
		STOK, SENDER R.O.W.	OK	

DATE	BT	OPERATION
		SURVEY
		PLAN CHECKED
		PROFILE PLOTTED
		PROFILE CHECKED
		PRELIMINARY GRADE
		GRADE INSPECTION
		CANTARY SEWER DESIGN

OPERATION	
SAN SEWER DESIGN CK.	
STORM SEWER DESIGN	
STORM SEWER DESIGN CK.	
SAN SEWER QUANTITIES	
SAN SEWER QUANTITIES CK.	
STORM SEWER QUANTITIES	
STORM SEWER QUANTITIES CK.	
PRELIMINARY ROW CK	



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

[illegible]

FILE NO.



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 Purchaser's 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, statute, 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 324.20101 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 thereof), 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 irreparably 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
Its: President

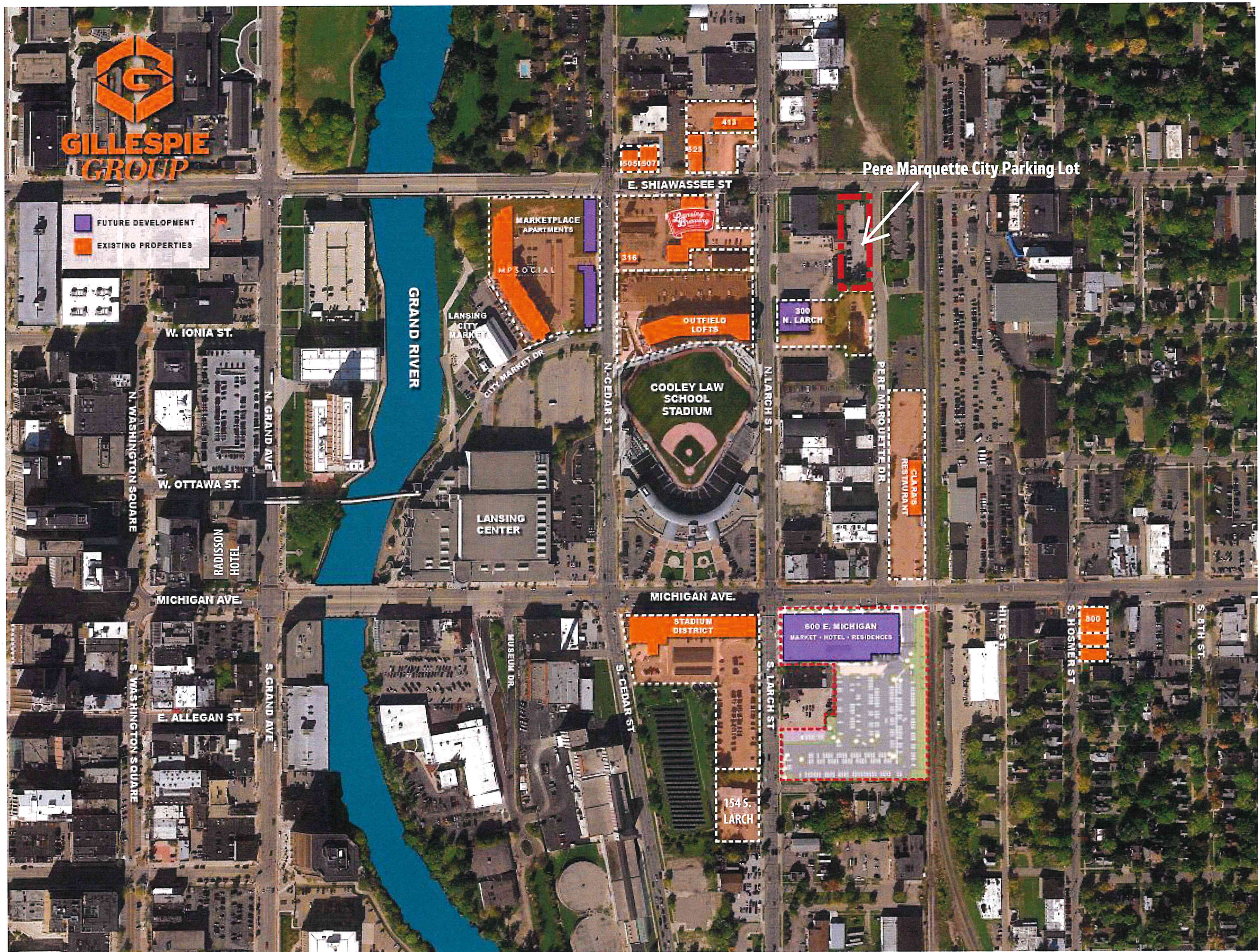
Seller:

City of Lansing

By: _____
Its: _____

Approval as to Form:

By: _____



Submitted @ mty

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

Act-8-2021, Sale of City-Owned Property, "Lot 50".

WHEREAS, the City of Lansing proposes to sell the property commonly known as Parking Lot 50 at the southwest corner of E Shiawassee St. and Pere Marquette Dr., Parcel Identification #33-01-01-16-277-043, to GG Acquisitions, LLC for \$125,000.00 (One Hundred Twenty-Five Thousand Dollars); and

WHEREAS, the Real Estate Purchase Agreement between the City of Lansing and GG Acquisitions, LLC was placed on file with the City Clerk on March 4, 2022, and is presented for approval; and

WHEREAS, on March 1, 2022, the Planning Board conducted an Act 33 Review of the proposed sale of property pursuant to Section 208.08 of the Code of Ordinances; and

WHEREAS, the Planning Board reviewed the location, character, and extent of the Act-8-2021 proposal in accordance with its Act 33 Review procedures, and found that:

- The property has experienced steep reductions in use amid the ongoing Covid-19 Pandemic;
- Existing municipal parking lots and on-street parking will continue to serve the Stadium District;
- The proposed buyer will provide public parking after 5:00 pm each day for up to two years or until the property is redeveloped, whichever is sooner;
- GG Acquisitions, LLC has submitted the only purchase proposal and submitted a purchase price of \$125,000; and

WHEREAS, at the regular meeting held open to the public on March 1, 2022, the Planning Board voted (6-1) to recommend approval of Act-8-2021, the sale of Lot 50, to the GG Acquisition LLC; and

WHEREAS, the Lansing City Council held a duly noticed public hearing on this matter at its meeting on April 11, 2022; and

WHEREAS, the Committee of the Whole has reviewed the report and recommendation of the Planning Board, as well as the Purchase Agreement, and concurs therewith;

NOW, THEREFORE BE IT RESOLVED, that the Lansing City Council hereby approves the Real Estate Purchase Agreement for the Lot 50 property, placed on file by the City Clerk March 4, 2022.

BE IT FURTHER RESOLVED, that the Lansing City Council finds that ownership of the Lot 50 Property is not necessary for public purposes.

BE IT FURTHER RESOLVED, that the Lansing City Council hereby authorizes the sale of the Lot 50 Property, Lansing, Michigan, and legally 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

Subject to easements, encumbrances, and restrictions of record.

to the GG Acquisition LLC, for the sum of \$125,000.00.

BE IT FINALLY RESOLVED, that the Mayor, on behalf of the City, is hereby authorized to sign and execute all documents necessary to effectuate the aforementioned transaction, subject to their prior approval as to content and form by the City Attorney.

March 31, 2022

Susan Stachowiak
City of Lansing Planning Office
316 N. Capitol Avenue
Lansing, MI 48933

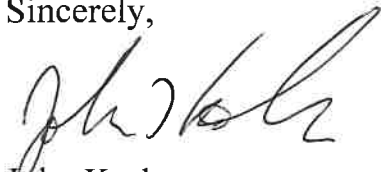
RE: LS-1-2022 & LS-2-2022 – Lot Split Applications

Dear Ms. Stachowiak,

The Ingham County Land Bank has recently sold the properties on Christiansen Road and W. Miller Road that are the subject of the lot split requests (LS-1-2022 & LS-2-2022) to Ray Garcia. As the owner of the properties, Mr. Garcia will now be the applicant for the variance requests to the dimensional requirements of the City's Subdivision Ordinance to permit the proposed splits.

Please let me know if you have any questions,

Sincerely,

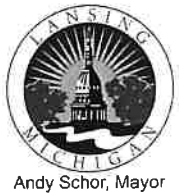


John Krohn
Title

Property Disposition Manager
Ingham County Land Bank



Ray Garcia
Property Owner



PETITION FOR LOT SPLIT

CITY OF LANSING
PLANNING OFFICE

Reset Form

Print

FILE NUMBER: LS-_____

DATE SUBMITTED: _____

To the Honorable Mayor and City Council:

The undersigned do hereby petition for approval of the split described below:

vacant W MILLER RD LANSING, MI 48911

street address, including zip code, or location of lot split

Legal
description:

COM 2096.25 FT E OF SW COR POST, TH N 330.07 FT TO S LINE COACHLIGHT
ESTATES SUB, E ON SAID LINE EXTD 120 FT, S 330.07 FT, W 120 FT TO BEG; SEC 6
T3N R2W

Applicant: **Ray Garcia - VMG Construction LLC**

Address (including zip code): **6081 S. M L King Jr Blvd, Lansing 48911**

Phone number: **517-749-7551**

Fax number: _____ Email: **info@vmgremodeling.com**

Name of owner: **Ray Garcia - VMG Construction LLC**

Address (including zip code): **6081 S. M L King Jr Blvd, Lansing 48911**

Phone number: **517-749-7551**

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.

Number of lots: From: **1** To: **2**

Zoning of the property to be split: **A Residential**

Describe the proposed development of these lots:

Split in half and build new housing on both lots

Describe how this lot split compares with adjacent lot sizes:

comparable to other lots in the area once split

If these lots are different in size than adjacent lots, explain how the area will benefit from these splits:

Petition must include a site plan, as follows:

- ☐ Drawn to a scale of at least 1" = 100'
- ☐ Existing and proposed lot lines
- ☐ Existing structures in relation to the existing and proposed lot lines
- ☐ All existing and proposed roads, easements, and other access points

FEES:

Administrative	\$150.00
Planning Board / Council	\$250.00

OFFICE USE ONLY

Application number: _____

Filed: _____

Date of Public Hearing: _____

Action of Board: _____

Action of Council: _____

GENERAL STATEMENT:

The applicant, by filling out this form, stipulates and understands that the lot split, if granted by the City of Lansing, does not necessarily mean that the applicant may proceed with the division of property. The applicant further understands that there may be some private restrictions contained in the deed, or plat restrictions, which may or may not be recorded with the Register of Deeds, which run with the land. The applicant further understands that the City does not have any power or authority over these restrictions.

Buildings may not extend across property lines. Furthermore, lot divisions may not create a situation where the building(s) on the lot are no longer in compliance with all applicable provisions of the Building and Fire Codes.

Approval of this application is based on the information provided by the applicant. Any incomplete, incorrect, or misleading information will render this application invalid.

Signature of applicant: 

Name: Ray Garcia

	Approve Petition	Deny Petition	Signature
☐ Zoning Administrator	☐	☐	_____
☐ Building Official	☐	☐	_____
<i>Not required for splitting vacant lots</i>			

For assistance, please contact:

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

410

60	60	60	60
117 031	117 021	117 011	117 001
117			117

60	60	60	60	120	132	375 596.82			
297.07	171	297.07	297.07	181	191	297.07	050		
				60° 60°					
				63	128	63	127	042	115.85
				130	031	022	031	042	115.85
				021	127	031	042	115.85	115.85

202.15

Miller

132

63

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270	330	011	21.52	220	020	63	110	031	93
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LS-1-2022 is a request by Ray Garcia, VMG Construction, LLC for a variance to the width to depth ratio restriction to permit the division of the vacant property located between 3220 and 3330 W. Miller Road (Parcel No.: 33-01-05-06-378-181) into 2 separate parcels of land

The Subdivision Ordinance restricts the depth of a lot to 2.5 times the width.

The resulting parcels will be 60 feet wide by 297.07 feet deep which is a width to depth ratio of 1 to 4.95

Variances to the Subdivision Ordinances are approved by the City Council rather than the Board of Zoning Appeals.

The Planning Commission voted unanimously to recommend approval of the request.

If approved, 1 single family dwelling would be permitted on each of the 2 resulting parcels

The City Council is not required to hold a public hearing.

GENERAL INFORMATION

APPLICANT/OWNER:	Ray Garcia, VMG Construction, LLC 6081 S. M. L. King Jr. Blvd. Lansing, MI 48911
REQUESTED ACTION:	This is a request to divide the vacant property located between 3220 & 3330 W. Miller Road into 2 separate parcels of land that would exceed the allowable width to depth ratio
EXISTING LAND USE:	The subject property is currently vacant
PROPOSED LAND USE:	2 Single Family Homes
EXISTING ZONING:	"R-3" Suburban Detached Residential
PROPERTY SIZE & SHAPE:	Existing: 120' x 297.07' = 35,648.4 sq. ft. Proposed: Parcel No. 1: 60' x 297.07' = 17,824.2 sq. ft. Parcel No. 2: 60' x 297.07' = 17,824.3 sq. ft.
SURROUNDING LAND USES	N: Single Family Residential & Church S: Single Family Residential E: Single Family Residential W: Single Family Residential
SURROUNDING ZONING:	N: "R-3" Suburban Detached Residential S: "IND-1" Suburban Industrial E: "R-3" Suburban Detached Residential W: "R-3" Suburban Detached Residential
MASTER PLAN:	The Design Lansing Comprehensive Plan designates the subject property for low density residential use. W. Miller Road is designated as a collector road.

DESCRIPTION

Note: This request involves a variance to the City's Subdivision Ordinance rather than the Zoning Ordinance which is why it is being considered by the Planning Board and ultimately will be decided upon by the City Council as opposed to going before the Board of Zoning Appeals.

This is a request by Ray Garcia, VMG Construction, LLC for a variance to permit the vacant lot (parcel #. 33-01-05-06-378-181), located between 3220 and 3330 W. Miller Road, to be split in half, creating 2 lots for single family residential use. Section 1236.07(d) of the City of Lansing Subdivision Regulations restricts the depth of a lot to a maximum of 2.5 times the width. The proposed lots are 60 feet wide by 297.07 feet deep which is a width to depth ratio 1 to 4.95. A variance to exceed the restriction on the allowable width to depth ratio is therefore, being requested.

Existing Legal Description:

Commencing 2096.25 feet East of the Southwest Corner Post, Thence North 330.07 feet to the South line of Coachlight Estates Subdivision, East on said line extended 120 feet, South 330.07 feet, West 120 feet to the point of beginning; Section 6, T3N R2W

Proposed Legal Descriptions:

Parcel 1: Commencing 2096.25 feet East of the Southwest Corner Post, Thence North 330.07 feet to the South line of Coachlight Estates Subdivision, East on said line extended 60 feet, South 330.07 feet, West 60 feet to the point of beginning; Section 6, T3N R2W

Parcel 2: Commencing 2156.25 feet East of the Southwest Corner Post, Thence North 330.07 feet to the South line of Coachlight Estates Subdivision, East on said line extended 60 feet, South 330.07 feet, West 60 feet to the point of beginning; Section 6, T3N R2W

ANALYSIS

The primary consideration when evaluating requests for variances to the lot size/dimensional requirements set forth in the City's Subdivision Ordinance is whether the lots resulting from a split will be dimensionally comparable to other lots in the general vicinity of the subject property. As evidenced by the attached parcel map, there are numerous other lots in the area that exceed the allowable width to depth ratio and in some cases to a far greater extent that what is proposed with this application.

The zoning of the subject property will permit the construction of 1 single family residential dwelling on each of the 2 resulting parcels which is consistent with the use allowed by the Zoning Ordinance and the land use plan being advanced in the Design Lansing Comprehensive Plan.

The proposed lots will comply with the minimum lot size dimensions of 60 feet wide and 100 feet deep which will allow for construction of single-family dwellings in compliance with building setbacks requirements and lot coverage limitations.

RECOMMENDATION

Pursuant to the findings described above, the following motion is offered for the Planning Board's consideration:

"I make a motion to recommend approval of LS-1-2022 for a variance to Section 1236.07(d) of the Subdivision Regulations which restricts the depth of a lot to 2.5 times the width, to permit the division of the property located between 3220 and 3330 W. Miller Road (parcel #: 33-01-05-06-378-181) into two separate, 60 foot wide by 297.07 deep parcels of land, which is a depth of 4.95 times the width."

Respectfully Submitted,

Susan Stachowiak
Zoning Administrator

1236.07. - Lot area.

- (a) Lot size, width, depth, shape and orientation shall be appropriate for the location and contemplated use of each subdivision, but in no case shall any of the lot dimensions, building set-back lines or lot area requirements be less than the minimum specified in the Zoning Code for the particular district in which the subdivision is located.
- (b) The minimum lot width of all lots platted or created from existing parcels, lots or unplatted land shall be 60 feet at the building line, except on corner lots where the minimum lot width shall be 70 feet, except as provided in Sections 1236.10(a) and 1236.11.
- (c) The minimum lot depth for residential lots shall be 100 feet and 135 feet on major streets, except as provided in Section 1236.11.
- (d) The general width to depth ratio of lots shall not exceed one to 2.5, except as provided in Section 1236.11.
- (e) Every lot shall abut upon and have permanent access to a public street, provided that in subdivisions designed under conditions specified in Section 1236.10(a), this requirement may be modified or waived by the Planning Board.
- (f) Side lot lines shall be at approximately right angles or radial to the street right-of-way line.

(Ord. No. 156, 3-18-68)

1236.08. - Lot divisions.

Lots, outlots and other parcels of land in a recorded plat may be divided for the purposes of sale or lease for building development, provided that the same is approved by the Department of Planning and Municipal Development, as follows:

- (a) *Procedures:* An application for lot divisions shall be submitted in writing to the Department and shall be accompanied by a sketch drawn to scale showing the original lot, proposed divisions, all pertinent dimensions and the proposed legal description.
- (b) *Conformity to Minimum Size:* In residential subdivisions, divisions shall not create any lot which is less than the minimum sizes required by these Subdivision Regulations except that City Council may grant a variance to this subsection in accordance with Section 1236.11.
- (c) A violation of this section shall be sufficient cause for denial of an application for a building permit.

(Ord. No. 156, 3-18-68; Ord. No. 999, § 1, 2-15-99)

1236.09. - Public sites and open spaces.

- (a) Where a site for a park, playground, playfield, school, library, fire station or other public use is deemed necessary by the Planning Board to fulfill the objectives of the Master Plan, the Board may recommend the reservation of such areas within a subdivision.

Upon determination by the respective public agency that space for the public facility is required, the agency involved shall, within 90 days, enter into an agreement to purchase the site. Acquisition of the site shall be accomplished within three years.

- (b) Reservation of other public open spaces may be required where deemed necessary by the Board for preservation of historic sites and scenic areas or for a particular type of development proposed in the subdivision but not anticipated in the Comprehensive Plan.
- (c) Dedication of greenbelts or buffer parks may be required by the Board in areas where they are desirable to separate and protect residential subdivisions from adjacent commercial developments, highways, streets and railroads or any obnoxious use.
- (d) Any subdivision located within an area which has had a precise plat map adopted by council under Public Act 222 of 1943, as amended (Mapped Improvement Act), shall be required to dedicate or reserve such open spaces or street right-of-ways shown on such precise plat.

(Ord. No. 156, 3-18-68)

1236.10. - Planned unit developments.

- (a) The Planning Board will consider plats designed for special development which may require modification or adjustment of the design standards set forth in this chapter. Modifications may be made to allow:
 - (1) Cluster housing which need not front on a public street;
 - (2) Reduced lot size to accommodate the sale of townhouse units;
 - (3) Common private open spaces;
 - (4) Commercial or industrial developments;
 - (5) Condominium or cooperative developments; or
 - (6) Other types of development which may emerge as a result of changing patterns of living in the Greater Lansing region.
- (b) An application for a development under this section shall be made in writing and shall be supplemented with maps, plans or other additional data which may aid the Board and Council in the analysis of the proposed plat.

(Ord. No. 156, 3-18-68)

1236.11. - Variances.

A variation, exception and/or modification of the design requirements set forth in this chapter may be made by Council in specific cases where it is deemed that conditions justify such a variance.

Applications for variances to the design requirements lot size or number outlined in this chapter shall be made in writing at the time the preliminary plat is filed for consideration with the City Clerk, when a plat is being applied for or under 1236.08(b) after plat approval. Applications for variances shall be filed with the planning office of the

Department of Planning and Neighborhood Development for transmittal to city council for consideration. The application for a variance shall state fully the grounds for the variance and all facts relied upon by the petitioner.

(Ord. No. 156, 3-18-68; Ord. No. 999, § 1, 2-15-99)

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

LS-1-2022, W. Miller Road
Lot Split Application

WHEREAS Ray Garcia, VMG Construction, LLC has filed an application to divide the vacant property located between 3220 and 3330 W. Miller Road (Parcel No.: 33-01-05-06-378-181) into 2 separate parcels of land; and

WHEREAS the resulting parcels will be 60 feet wide by 297.07 feet deep which is a width to depth ratio of 1 to 4.95; and

WHEREAS Section 1236.07(d) of the Subdivision Ordinance restricts the depth of a lot to 2.5 times the width; and

WHEREAS the dimensions of the proposed lots will not result in a significant deviation from the dimensions of many other lots in the area; and

WHEREAS the lot split will allow the applicant to construct single family homes on each of the resulting lots; and

WHEREAS the Planning Board, at its meeting held on February 1, 2022, voted (6-0) to recommend approval of the requested lot split; and

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

NOW THEREFORE BE IT RESOLVED that pursuant to Section 1236.11 of the Subdivision Ordinance, the Lansing City Council hereby approves the variance and lot split request (LS-1-2022) by Ray Garcia, VMG Construction, LLC to divide the vacant property located between 3220 and 3330 W. Miller Road (Parcel No.: 33-01-05-06-378-181) into 2 separate parcels of land, legal described as follows:

Parcel 1: Commencing 2096.25 feet East of the Southwest Corner Post, thence North 330.07 feet to the South line of Coachlight Estates Subdivision, East on said line extended 60 feet, South 330.07 feet, West 60 feet to the point of beginning; Section 6, T3N R2W

Parcel 2: Commencing 2156.25 feet East of the Southwest Corner Post, thence North 330.07 feet to the South line of Coachlight Estates Subdivision, East on said line extended 60 feet, South 330.07 feet, West 60 feet to the point of beginning; Section 6, T3N R2W

March 31, 2022

Susan Stachowiak
City of Lansing Planning Office
316 N. Capitol Avenue
Lansing, MI 48933

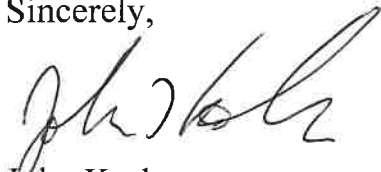
RE: LS-1-2022 & LS-2-2022 – Lot Split Applications

Dear Ms. Stachowiak,

The Ingham County Land Bank has recently sold the properties on Christiansen Road and W. Miller Road that are the subject of the lot split requests (LS-1-2022 & LS-2-2022) to Ray Garcia. As the owner of the properties, Mr. Garcia will now be the applicant for the variance requests to the dimensional requirements of the City's Subdivision Ordinance to permit the proposed splits.

Please let me know if you have any questions,

Sincerely,

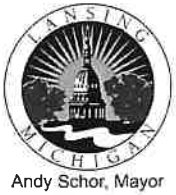


John Krohn
Title

Property Disposition Manager
Ingham County Land Bank



Ray Garcia
Property Owner



PETITION FOR LOT SPLIT

CITY OF LANSING
PLANNING OFFICE

Reset Form

Print

FILE NUMBER: LS-_____

DATE SUBMITTED: _____

To the Honorable Mayor and City Council:

The undersigned do hereby petition for approval of the split described below:

vacant CHRISTIANSEN RD LANSING, MI 48910

street address, including zip code, or location of lot split

Legal
description:

LOTS 208, 209 & 210 PLEASANT GROVE SUB EXC S 8 FT OF LOT 210

Applicant: **Ray Garcia - VMG Construction LLC**

Address (including zip code): **6081 S. M L King Jr Blvd, Lansing 48911**

Phone number: **517-749-7551**

Fax number: _____ Email: **info@vmgremodeling.com**

Name of owner: **Ray Garcia - VMG Construction LLC**

Address (including zip code): **6081 S. M L King Jr Blvd, Lansing 48911**

Phone number: **517-749-7551**

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.

Number of lots: From: **1** To: **2**

Zoning of the property to be split: **A Residential**

Describe the proposed development of these lots:

Split in half and build new housing on both lots

Describe how this lot split compares with adjacent lot sizes:

comparable to other lots in the area once split

If these lots are different in size than adjacent lots, explain how the area will benefit from these splits:

Petition must include a site plan, as follows:

- ☐ Drawn to a scale of at least 1" = 100'
- ☐ Existing and proposed lot lines
- ☐ Existing structures in relation to the existing and proposed lot lines
- ☐ All existing and proposed roads, easements, and other access points

FEES:

Administrative	\$150.00
Planning Board / Council	\$250.00

OFFICE USE ONLY

Application number: _____

Filed: _____

Date of Public Hearing: _____

Action of Board: _____

Action of Council: _____

GENERAL STATEMENT:

The applicant, by filling out this form, stipulates and understands that the lot split, if granted by the City of Lansing, does not necessarily mean that the applicant may proceed with the division of property. The applicant further understands that there may be some private restrictions contained in the deed, or plat restrictions, which may or may not be recorded with the Register of Deeds, which run with the land. The applicant further understands that the City does not have any power or authority over these restrictions.

Buildings may not extend across property lines. Furthermore, lot divisions may not create a situation where the building(s) on the lot are no longer in compliance with all applicable provisions of the Building and Fire Codes.

Approval of this application is based on the information provided by the applicant. Any incomplete, incorrect, or misleading information will render this application invalid.

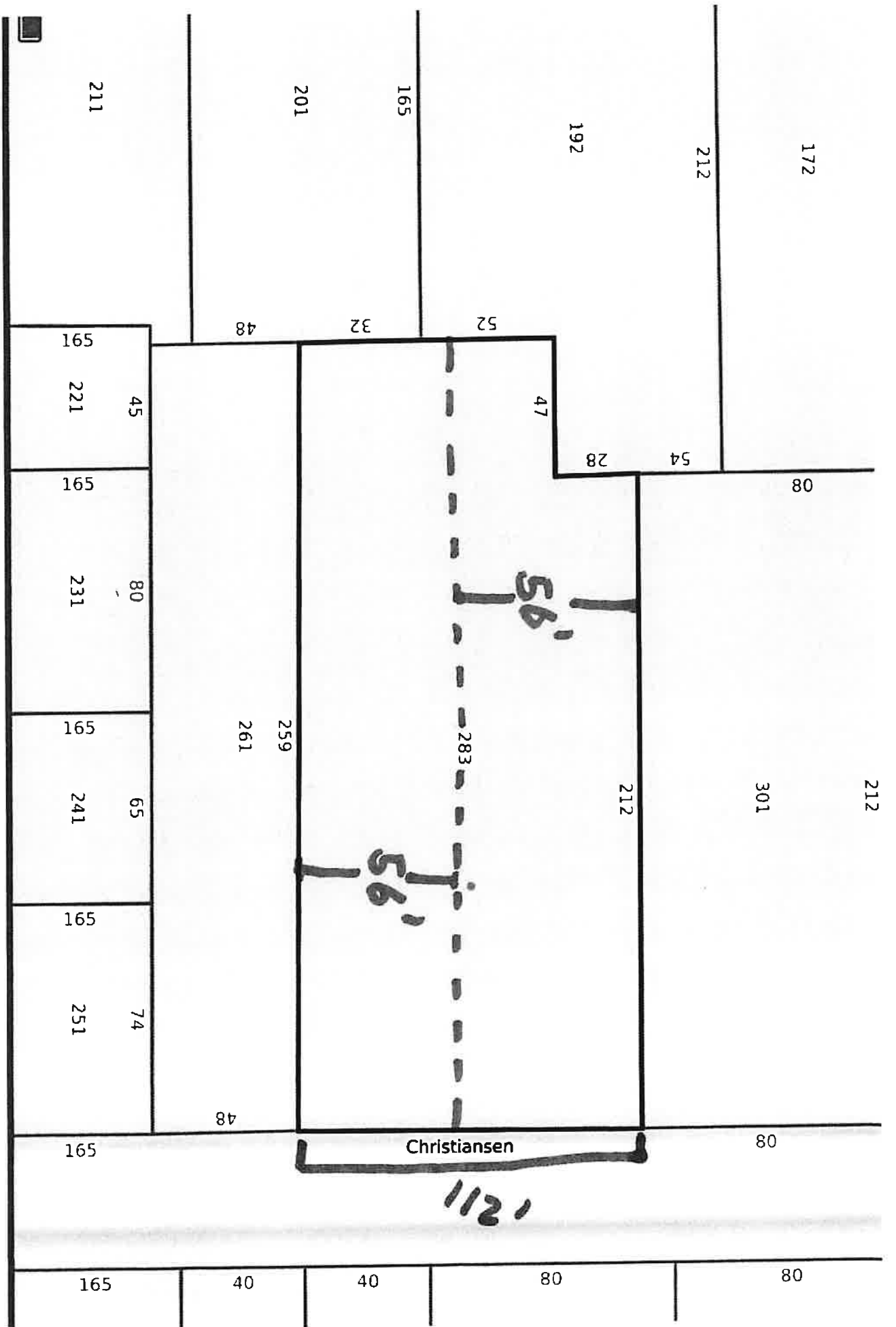
Signature of applicant:  _____

Name: **Ray Garcia** _____

	Approve Petition	Deny Petition	Signature
☐ Zoning Administrator	☐	☐	_____
☐ Building Official <i>Not required for splitting vacant lots</i>	☐	☐	_____

For assistance, please contact:

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



LS-2-2022 is a request by Ray Garcia, VMG Construction, LLC, for variances to the minimum 60-foot lot width requirements and to the width to depth ratio restriction to permit the division of the vacant property located between 5000 and 5022 Christiansen Road (Parcel No.: 33-01-01-32-353-283) into 2 separate parcels of land

The Subdivision Ordinance restricts the depth of a lot to 2.5 times the depth.

The resulting parcels will be 56 feet wide by 259 feet deep which is a width to depth ratio of 1 to 4.625

Variances to the Subdivision Ordinances are approved by the City Council rather than the Board of Zoning Appeals.

The Planning Commission voted unanimously to recommend approval of the request.

If approved, 1 single family dwelling would be permitted on each of the 2 resulting parcels

The City Council is not required to hold a public hearing.

GENERAL INFORMATION

APPLICANT/OWNER:	Ray Garcia, VMG Construction, LLC 6081 S. M. L. King Jr. Blvd. Lansing, MI 48911
REQUESTED ACTION:	This is a request to divide the vacant property located between 5000 & 5022 Christiansen Road into 2 separate parcels of land that would be less than the required 60-foot minimum lot width requirement and would exceed the allowable width to depth ratio of 1:2.5.
EXISTING LAND USE:	The subject property is currently vacant
PROPOSED LAND USE:	2 Single Family Homes
EXISTING ZONING:	"R-3" Suburban Detached Residential
PROPERTY SIZE & SHAPE:	Existing: Irregular Shape - 27,692 sq. ft. Proposed: Parcel No. 1: 56' x 259' = 14,504 sq. ft. Parcel No. 2: 56' wide - Irregular Shape – 13,188 square feet
SURROUNDING LAND USES	N: Single Family Residential S: Single Family Residential E: Single Family Residential W: Single Family Residential
SURROUNDING ZONING:	N: "R-3" Suburban Detached Residential S: "R-3" Suburban Detached Residential E: "R-3" Suburban Detached Residential W: "R-3" Suburban Detached Residential
MASTER PLAN:	The Design Lansing Comprehensive Plan designates the subject property for low density residential use. Christiansen Road is designated as a local road.

DESCRIPTION

Note: This request involves variances to the City's Subdivision Ordinance rather than the Zoning Ordinance which is why it is being considered by the Planning Board and ultimately will be decided upon by the City Council as opposed to going before the Board

of Zoning Appeals.

This is a request by Ray Garcia, VMG Construction, LLC for a variance to permit the vacant lot (parcel no. 33-01-01-32-353-283), located between 5000 and 5022 Christiansen Road, to be split in half, creating 2 lots for single family residential use. Section 1236.07(b) of the City of Lansing Subdivision Regulations requires a minimum width of 60 feet for residential lots and Section 1236.07(d) restricts the depth of a lot to a maximum of 2.5 times the width. The proposed lots are 56 feet wide by 259 feet deep which is a width to depth ratio 1 to 4.625. A variance to the minimum lot width requirement and a variance to exceed the restriction on the allowable width to depth ratio is therefore, being requested.

Existing Legal Description:

Lots 208, 209 & 210, Pleasant Grove Subdivision, except the South 8 feet of Lot 210

Proposed Legal Descriptions:

Parcel 1: The North 32 feet of Lot 210 and the South 24 feet of Lot 209, Pleasant Grove Subdivision

Parcel 2: Lot 208 and the North 16 feet of Lot 209, Pleasant Grove Subdivision

ANALYSIS

The primary consideration when evaluating requests for variances to the lot size/dimensional requirements set forth in the City's Subdivision Ordinance is whether the lots resulting from a split will be dimensionally comparable to other lots in the general vicinity of the property in question. As evidenced by the attached parcel map, with only a few exceptions, all of the lots in the area exceed the allowable width to depth ratio and in most cases, are less than the minimum lot width of 60 feet. The proposed lots would, therefore, be comparable to the dimensions of the most other lots in the area.

The zoning of the subject property will permit the construction of 1 single family residential dwelling on each of the 2 resulting parcels which is consistent with the use allowed by the Zoning Ordinance and the land use plan being advanced in the Design Lansing Comprehensive Plan.

The minimum lot size under the City's Subdivision Ordinance is 60 feet wide by 100 feet deep. The proposed lots will be 56 feet wide and 259 feet deep except for the north 28 feet of one of the lots which will be 212 feet deep. These dimensions are more than adequate to allow for construction of single-family dwellings in compliance with building setbacks requirements and lot coverage limitations.

RECOMMENDATION

Pursuant to the findings described above, the following motion is offered for the Planning Board's consideration:

"I make a motion to recommend approval of LS-2-2022, a request for variances to Sections 1236.07 (b) & (d) of the Subdivision Regulations, which requires a minimum lot width of 60 feet and restricts the depth of a lot to 2.5 times the width, to permit the vacant lot (parcel no. 33-01-01-32-353-283), located between 5000 and 5022 Christiansen Road, to be split in half, creating 2, 56-foot-wide, 259-foot-deep lots, which is a depth of 4.625 times the width."

Respectfully Submitted,

Susan Stachowiak
Zoning Administrator

1236.07. - Lot area.

- (a) Lot size, width, depth, shape and orientation shall be appropriate for the location and contemplated use of each subdivision, but in no case shall any of the lot dimensions, building set-back lines or lot area requirements be less than the minimum specified in the Zoning Code for the particular district in which the subdivision is located.
- (b) The minimum lot width of all lots platted or created from existing parcels, lots or unplatted land shall be 60 feet at the building line, except on corner lots where the minimum lot width shall be 70 feet, except as provided in Sections 1236.10(a) and 1236.11.
- (c) The minimum lot depth for residential lots shall be 100 feet and 135 feet on major streets, except as provided in Section 1236.11.
- (d) The general width to depth ratio of lots shall not exceed one to 2.5, except as provided in Section 1236.11.
- (e) Every lot shall abut upon and have permanent access to a public street, provided that in subdivisions designed under conditions specified in Section 1236.10(a), this requirement may be modified or waived by the Planning Board.
- (f) Side lot lines shall be at approximately right angles or radial to the street right-of-way line.

(Ord. No. 156, 3-18-68)

1236.08. - Lot divisions.

Lots, outlots and other parcels of land in a recorded plat may be divided for the purposes of sale or lease for building development, provided that the same is approved by the Department of Planning and Municipal Development, as follows:

- (a) *Procedures:* An application for lot divisions shall be submitted in writing to the Department and shall be accompanied by a sketch drawn to scale showing the original lot, proposed divisions, all pertinent dimensions and the proposed legal description.
- (b) *Conformity to Minimum Size:* In residential subdivisions, divisions shall not create any lot which is less than the minimum sizes required by these Subdivision Regulations except that City Council may grant a variance to this subsection in accordance with Section 1236.11.
- (c) A violation of this section shall be sufficient cause for denial of an application for a building permit.

(Ord. No. 156, 3-18-68; Ord. No. 999, § 1, 2-15-99)

1236.09. - Public sites and open spaces.

- (a) Where a site for a park, playground, playfield, school, library, fire station or other public use is deemed necessary by the Planning Board to fulfill the objectives of the Master Plan, the Board may recommend the reservation of such areas within a subdivision.

Upon determination by the respective public agency that space for the public facility is required, the agency involved shall, within 90 days, enter into an agreement to purchase the site. Acquisition of the site shall be accomplished within three years.

- (b) Reservation of other public open spaces may be required where deemed necessary by the Board for preservation of historic sites and scenic areas or for a particular type of development proposed in the subdivision but not anticipated in the Comprehensive Plan.
- (c) Dedication of greenbelts or buffer parks may be required by the Board in areas where they are desirable to separate and protect residential subdivisions from adjacent commercial developments, highways, streets and railroads or any obnoxious use.
- (d) Any subdivision located within an area which has had a precise plat map adopted by council under Public Act 222 of 1943, as amended (Mapped Improvement Act), shall be required to dedicate or reserve such open spaces or street right-of-ways shown on such precise plat.

(Ord. No. 156, 3-18-68)

1236.10. - Planned unit developments.

- (a) The Planning Board will consider plats designed for special development which may require modification or adjustment of the design standards set forth in this chapter. Modifications may be made to allow:
 - (1) Cluster housing which need not front on a public street;
 - (2) Reduced lot size to accommodate the sale of townhouse units;
 - (3) Common private open spaces;
 - (4) Commercial or industrial developments;
 - (5) Condominium or cooperative developments; or
 - (6) Other types of development which may emerge as a result of changing patterns of living in the Greater Lansing region.
- (b) An application for a development under this section shall be made in writing and shall be supplemented with maps, plans or other additional data which may aid the Board and Council in the analysis of the proposed plat.

(Ord. No. 156, 3-18-68)

1236.11. - Variances.

A variation, exception and/or modification of the design requirements set forth in this chapter may be made by Council in specific cases where it is deemed that conditions justify such a variance.

Applications for variances to the design requirements lot size or number outlined in this chapter shall be made in writing at the time the preliminary plat is filed for consideration with the City Clerk, when a plat is being applied for or under 1236.08(b) after plat approval. Applications for variances shall be filed with the planning office of the

Department of Planning and Neighborhood Development for transmittal to city council for consideration. The application for a variance shall state fully the grounds for the variance and all facts relied upon by the petitioner.

(Ord. No. 156, 3-18-68; Ord. No. 999, § 1, 2-15-99)

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

LS-2-2022, Christiansen Road
Lot Split Application

WHEREAS Ray Garcia, VMG Construction, LLC has filed an application to divide the vacant property located between 5000 and 5022 Christiansen Road (Parcel No.: 33-01-01-32-353-283) into 2 separate parcels of land; and

WHEREAS the resulting parcels will be 56 feet wide by 259 feet deep which is a width to depth ratio of 1 to 4.625; and

WHEREAS Section 1236.07(d) of the Subdivision Ordinance restricts the depth of a lot to 2.5 times the width; and

WHEREAS Section 1236.07(b) of the Subdivision Ordinance requires a minimum lot width of 60 feet; and

WHEREAS the dimensions of the proposed lots will be consistent with most other lots in the area; and

WHEREAS the lot split will allow the applicant to construct single family homes on each of the resulting lots; and

WHEREAS the Planning Board, at its meeting held on February 1, 2022, voted (6-0) to recommend approval of the requested lot split; and

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

NOW THEREFORE BE IT RESOLVED that the Lansing City Council hereby approves the lot split request (LS-2-2022) by Ray Garcia, VMG Construction, LLC to divide the vacant property located between 5000 and 5022 Christiansen Road (Parcel No.: 33-01-01-32-353-283) into 2 separate parcels of land, legal described as follows:

Parcel 1: The North 32 feet of Lot 210 and the South 24 feet of Lot 209,
 Pleasant Grove Subdivision

Parcel 2: Lot 208 and the North 16 feet of Lot 209, Pleasant Grove Subdivision