

AGENDA

Committee on Development and Planning AGENDA FOR FEBRUARY 9, 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.

Based on the recommendations from the Centers for Disease Control (CDC), City Council is requesting members of the public, City Staff and Council Members wear face coverings at meetings of the City Council and their Committees.

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

1. **Call to Order**
2. **Roll Call**
3. **Minutes**
 - A. January 26, 2022
4. **Public Comment on Agenda Items (Up to 3 Minutes)**
5. **Discussion/Action:**
 - B. RESOLUTION _ Appointment; Jordon Sutton; At-Large Member of the Economic Development Corporation / Tax Increment Finance Authority / Lansing Brownfield Redevelopment Authority Board of Directors; Term to expire February 28, 2027
 - C. RESOLUTION - Setting a Public Hearing in consideration of Brownfield Plan #80; Pleasant Grove & Holmes Mixed-Use Development Project at 2130 W. Holmes Rd.
 - D. RESOLUTION - Set a Public Hearing; Act-1-2022; 1020 W Hillsdale; Real Estate Purchase Agreement, Gryphon Group LLC
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, January 26, 2022 @ 3:30 p.m.
City Council Conference Room

CALL TO ORDER

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

PRESENT

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

OTHERS PRESENT

Sherrie Boak, Council Staff
Lisa Hagen, OCA
Greg Venker, OCA
Kris Klein, LEAP
Dan Danke, Public Service
Mitch Zimmerman, LEAP

PUBLIC COMMENT

No public comment at this time.

MINUTES

Council Member Garza passed the gavel to Council Member Jackson.

MOTION BY COUNCIL MEMBER GARZA TO APPROVE THE DECEMBER 21, 2021
MINUTES AS PRESENTED. MOTION CARRIED 2-0.

Council Member Jackson passed the gavel to Council Member Garza.

Discussion/Action

ORDINANCE – Amend Chapter 1218 to conform to the Soil Erosion and Sedimentation Control
Act Michigan Codified Law

Mr. Danke stated nothing has changed since the proposal and public hearing.

Council Member Jackson asked OCA if there was any issue or debate on it, or just the State.
Mr. Venker stated that every couple years EGLE audits ordinances and make recommendations
based on their changes in comparison to the City Ordinances. These changes reflect that.

MOTION BY COUNCIL MEMBER JACKSON TO APPROVE THE ORDINANCE TO AMEND CHAPTER 1218. MOTION CARRIED 2-0.

RESOLUTION – OPRA DISTRICT; 1102 S Washington Avenue, Reo Ventures, LLC

Mr. Klein stated that establishing the district allows them to start pulling permits on the project, currently the applicant has not secured a tenant. Once things are secured they will be back before Council for an OPRA Certificate.

Council Member Jackson asked if LEAP has endorsed this. Mr. Klein stated there is no project in front of them yet, so advised the applicant to apply for the District so they did not get qualified from any other incentives. In the future with a tenant they will be back for the OPRA Certificate. Council Member Jackson asked if the applicant approaches the idea of a Food Truck Court would they apply for any abatement. Mr. Klein in the case of Food Trucks option, abatements only apply towards structures. The District only applies to where that building is, and an OPRA would only focus on the existing building on the property.

Council Member Garza asked what work has already been performed on the property. Mr. Klein stated work was done with all other potential owners and tenants in the past.

Mr. Klein reiterated they will be back with a full incentive plan in the future.

Council Member Jackson asked if the District is approved does it remain no matter who the owner is. Mr. Klein stated it does, but if this owner sells, the new owner would have to come back to Council.

MOTION BY COUNCIL MEMBER JACKSON TO APPROVE THE RESOLUTION FOR THE OPRA DISTRICT FOR 1102 S WASHINGTON AVENUE, REO VENTURES, LLC. MOTION CARRIED 2-0.

RESOLUTION – OPRA DISTRICT; 224 S Washington Square, 1247 Center Street LLC

Mr. Klein informed the Committee the owners have secured the property and moved forward but not submitted all applications yet. It is establishing a District to move forward on their permits and proposed live entertainment venue at this space.

Council Member Jackson asked if their future plans will include details on the project. Mr. Klein confirmed this was deemed functionally obsolete by the City Assessor, along with the previous one at 1102 S Washington. In this case, in the past if this had similar uses, they are going to do complete remodel in the future and bringing up to modern standards.

MOTION BY COUNCIL MEMBER JACKSON TO APPROVE THE RESOLUTION FOR THE OPRA DISTRICT; 224 S WASHINGTON SQUARE; 1247B CENTER STREET LLC. MOTION CARRIED 2-0.

Other

No other topics to discuss at this time.

Adjourn

Adjourned at 3:44 p.m.

Submitted by Sherrie Boak

Recording Secretary, Lansing City Council

Approved by the Committee on

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."

Date	11/08/2021
First Name	Jordan
Last Name	Sutton
Date of Birth	
Address	1710 Moores River Drive
City	Lansing
State	MI
Zip Code	48910
Email	jordan@suttonadvisors.com
Gender	Female

If you don't know which ward you live in, visit the [Lansing Neighborhoods Ward Map](#) and type in your address to find out!

Ward	Ward 4
Precinct	33

Best Phone Number to Contact You	5178621352
In what year did you move to Lansing?	2006
Additional Information Regarding Experience and Credentials	Jordan is passionate about her community service work. In 2016 she was appointed to the State Bar of Michigan Public Outreach and Education Committee and in 2020 she was elected to the WMU-Cooley Law School Board of Directors. Jordan is currently a member of the Michigan State University Eli and Edythe Broad Art Museum Board and chair of the MSU Broad's Collections Committee. She is also an active member of the Rotary Club of Lansing, Sparrow Hospital Women's Guild, and the Michigan State University Child Development Lab Parent Council. Jordan previously served on boards for the Boys and Girls Club of Lansing, Kresge Art Museum and Mid-Michigan Planned Giving Council.
Occupational Background	Joined Sutton Advisors, PLC in July 2004, upon completion of MBA.
Educational Background	Jordan earned her Juris Doctorate (J.D.) and Master of Laws (LL.M.) in Taxation from Western Michigan University Cooley Law School. She is a graduate of Centre College, a top-50 liberal arts college and has a Bachelor of Science in Economics. She also obtained a Master of Business Administration (MBA) from the University of Kentucky with a focus on finance. Jordan is a member of the State Bar of Michigan and is licensed in securities, holding a Series 7 and 66.
Previous Appointments	None with the City of Lansing
Current Appointments	None with the City of Lansing
First Choice for Board to Serve on	Economic Development Corporation / Tax Increment Finance Authority / Brownfield Redevelopment Authority
Please comment briefly on why you wish to serve on a particular board or commission. Please be specific as to your goals and ideas about how you wish to contribute to the work of the board or commission.	I hope to lend my broad spectrum of business, legal, and tax expertise and experiences to serve the City of Lansing. I am specifically passionate about following and improving processes, connecting people, and helping to make continuous improvements with both a short and long-term perspective.
This certification is not required but may impact potential consideration of the appointment being sought. I authorize the use of the information provided above to conduct a background search, including but not limited to criminal history, residency, and indebtedness to the City of Lansing. If selected to serve, I further authorize additional background checks during the term of my service to ensure the required criteria continue to be met. I also acknowledge that I have the affirmative duty to inform the City if I become aware of any change or condition in my status that fails to meet the required criteria.	
Agreement to 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.	Jordan Sutton

Date & Time	11/08/2021 12:00 PM (EST)
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Receive an email copy of this form.	Yes
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BY THE COMMITTEE ON DEVELOPMENT AND PLANNING
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Mayor has made the appointment of Jordan Sutton as an At-Large member of the Economic Development Corporation / Tax Increment Finance Authority / Lansing Brownfield Redevelopment Authority Board of Directors for a term to expire February 28, 2027; and

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

WHEREAS, the Committee on Development and Planning met on February 9, 2022 and took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Jordan Sutton as an At-Large member of the Economic Development Corporation / Tax Increment Finance Authority / Lansing Brownfield Redevelopment Authority Board of Directors for a term to expire February 28, 2027.

BY THE COMMITTEE ON DEVELOPMENT AND PLANNING
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING
RESOLUTION TO SET A PUBLIC HEARING FOR
BROWNFIELD PLAN #80
PLEASANT GROVE & HOLMES DEVELOPMENT PROJECT

WHEREAS, the Lansing Brownfield Redevelopment Authority has prepared and forwarded an approved Brownfield Plan pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, Public Act 381 of 1996, as amended, for property commonly referred to as 2130 W. Holmes Road located in the City of Lansing; and

WHEREAS, prior to Council's action on this request, it is necessary to hold a public hearing on the Plan, to allow for any resident, taxpayer or ad valorem taxing unit the right to appear and be heard;

WHEREAS, the brownfield plan is available for public inspection at the Lansing Economic Area Partnership, 1000 South Washington, Suite 201, Lansing, MI 48910, and that all aspects of the brownfield plan are open for discussion at the public hearing.

NOW, THEREFORE, BE IT RESOLVED that a public hearing be held in the City Council Chambers of the City of Lansing, 10th Floor, Lansing City Hall, Lansing, Michigan, on **[INSERT DATE]**, 2022 at 7:00 p.m. on Brownfield Plan #80 – Pleasant Grove & Holmes Mixed-Use Development Project under the Brownfield Redevelopment Financing Act, for property more particularly described as:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 29, THENCE EAST 283 FEET, NORTH 214.5 FEET, EAST 267 FEET, NORTH 247.5 FEET, WEST 550 FEET TO THE WEST SECTION LINE, SOUTH 462 FEET TO BEGINNING, SECTION 26, TOWN 4 NORTH, RANGE 2 WEST
Tax Parcel No. 33-01-01-29-305-122

and that the City Clerk cause notice of such hearing to be published twice in a publication of general circulation, no less than 10 days or more than 40 days prior to the date of the public hearing, and that the City Clerk also cause the legislative body of each taxing unit levying ad valorem taxes on this property, to be notified of Brownfield Plan #80 – Pleasant Grove & Holmes Mixed-Use Development Project and the scheduled public hearing.

**CITY OF LANSING
NOTICE OF PUBLIC HEARING**

The Lansing City Council will hold a public hearing on Monday, **[INSERT DATE]**, 2022, at 7:00 p.m. in the Tony Benavides City of Lansing Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Ave. Lansing, MI 48933, for the purpose stated below:

To afford an opportunity for all residents, taxpayers of the City of Lansing, other interested persons and ad valorem taxing units to appear and be heard on the approval of Brownfield Plan #80 – Pleasant Grove & Holmes Mixed-Use Development Project pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, Public Act 381 of 1996, as amended, for property commonly referred to as 2130 W. Holmes Road located in the City of Lansing, but more particularly described as:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 29, THENCE EAST 283 FEET, NORTH 214.5 FEET, EAST 267 FEET, NORTH 247.5 FEET, WEST 550 FEET TO THE WEST SECTION LINE, SOUTH 462 FEET TO BEGINNING, SECTION 26, TOWN 4 NORTH, RANGE 2 WEST
Tax Parcel No. 33-01-01-29-305-122

Approval of this Brownfield Plan will enable the Lansing Brownfield Redevelopment Authority to capture incremental tax increases which result from the redevelopment of the property to pay for costs associated therewith. Further information regarding this issue, including maps, plats, and a description of the brownfield plan will be available for public inspection and may be obtained from Kris Klein – Director of Economic Development, Lansing Economic Area Partnership, 1000 South Washington, Suite 201, Lansing, MI 48910, (517) 702-3387.

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

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

**Department of Economic
Development and Planning**
Brian McGrain, Director



Development Office
316 N. Capitol Avenue, Suite D-1
Lansing, Michigan 48933
PH: 517.483.4040 – FAX: 517.483.6036
www.lansingmi.gov/development

MEMORANDUM

TO: Mayor Schor
FROM: Barb Kimmel
DATE: January 7, 2022
SUBJECT: Request to set Public Hearing for sale of 1020 W. Hillsdale.

Please find the attached request to schedule a Public Hearing for the sale of 1020 W. Hillsdale, also described as:

West 20 FT Lot 7, All of Lots 8, 9, 10, 13, 14 and 15, Also Lots 11 and 12 excluding used as Street ROW; Block 8 Bush, Butler and Sparrow Add.

I request that you schedule this public hearing. Contact me with any questions you may have.

PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20 21, between _____ City of Lansing _____ (hereinafter referred to as "Seller"); and _____ Gryphon Group, LLC _____ (hereinafter referred to as "Purchaser").

W I T N E S S E T H

1. AGREEMENT OF SALE. Seller hereby agrees to sell and convey, and Purchaser agrees to purchase from Seller, that certain parcel of Land located at 1020 W. Hillsdale Street in Lansing, Michigan, being more particularly described on attached Exhibit A and made a part hereof (hereinafter referred to as the "Property"), upon the terms, covenants and conditions hereinafter set forth.

2. PURCHASE PRICE. Purchaser agrees to pay to Seller for the Property the total sum of Two Hundred Thousand and 00/100 DOLLARS (\$200,000.00), to be paid according to the terms set forth herein (hereinafter referred to as the "Purchase Price").

3. EARNEST MONEY DEPOSIT. Purchaser herewith pays to Seller at the time of execution of this Agreement the sum of Five Thousand and 00/100 DOLLARS (\$5,000.00), as earnest money evidencing Purchaser's good faith and in consideration of the party's execution of this Agreement (hereinafter referred to as "Earnest Money"). Said Earnest Money shall apply to the Purchase Price and shall be refundable to Purchaser as outlined in Section 5 of this Agreement hereinbelow. In the event of default by Purchaser for reasons other than identified in Section 5 of this Agreement, said Earnest Money may be forfeited to Seller as liquidated damages but Seller's remedies against Purchaser shall be strictly limited to the forfeiture of said Earnest Money. The Earnest Money will be escrowed with Cinnaire Title Services, LLC, which is located at 1118 S. Washington, Lansing, Michigan 48910.

4. PURCHASER'S INTENDED USE. The parties hereto agree that the intended use of the property shall be for Multi-family Housing.

5. CONTINGENCIES. This agreement is contingent upon, and subject to, the following terms and conditions (hereinafter referred to as the "Contingencies"), and in the event any of the said Contingencies are not fulfilled satisfactorily to Purchaser, the Purchaser shall have the right to declare this Agreement terminated and null and void and receive a refund as set forth hereinbelow of all Earnest Monies deposited.

A. Purchaser receives an award of Tax Credits from MSHDA in an adequate amount, as determined by Purchaser, for this project;

B. Purchaser is satisfied that there are no environmental issues on the property including, but not limited to hazardous materials, wetlands, and unstable sub-surface soil conditions.

C. Purchaser secures construction financing, permanent financing, and tax credit investment in adequate amounts, as determined by Purchaser, for this project.

6. PAYMENT OF PURCHASE PRICE. The Purchase Price, as set forth in Section 2, shall be payable by Purchaser to Seller as follows: At closing, Purchaser shall pay to Seller an amount which, when added to the deposit shall equal Two Hundred Thousand and 00/100 DOLLARS (\$200,000.00).

7. ACCESS TO PROPERTY. Purchaser, or its agents, shall have the right to enter upon the Property for purposes of inspecting, surveying and staking the same, and for purposes of making soil borings, engineering, sewer and water tests or any other necessary site evaluations. Purchaser agrees that Seller shall not be held liable for any injury or accident which occurs on the Property as a result of Purchaser's entry onto same for purposes of such tests or surveys and Purchaser agrees to return the Property to the condition in which it was found at the time of entry. Purchaser further agrees that in the event a mechanic's lien shall be placed on the Property as a result of any work done for or by Purchaser on the Property, Purchaser shall cause the same to be discharged by filing the bond required by law or otherwise.

8. SURVEY. Purchaser may cause a survey of the Property to be made in accordance with its own specifications. Said survey will show (among other things) the exact amount of acreage and the exact courses and distances of the Property and all easements and encroachments of record. Such survey shall be certified by the standards of the State of Michigan and shall be used for all purposes thereafter as the legal description of the Property described in Exhibit A herein.

9. TITLE. Seller shall convey Property to Purchaser by Covenant Deed. Purchaser agrees to accept such title to the Property as a reputable title insurance company will insure at its usual rates on its standard form (ALTA approved form) of Owner's Policy, free and clear of all liens, defects, encumbrances, restrictions, easements agreements, reservations and other matters of record which would unreasonably interfere with the intended use of the Property and which would render title to the Property unmarketable. Said policy shall be in the amount of Purchase Price of the Property. Upon execution of the Purchase Agreement by both parties, the Seller shall provide within fifteen (15) days a commitment for owners fee policy of title insurance, without exceptions, in the amount of Purchase Price from Cinnaire Title Services guaranteeing fee simple unencumbered marketable title subject only to such restrictions and easements of record that would not prevent the construction on and use of said Property for multiple family housing. Seller shall provide an updated title commitment within thirty (30) days of receipt of written notice by Purchaser to Seller that all of the Contingencies, exclusive of those as enumerated in paragraph 5C of this Agreement have been met. If said title commitment discloses either unmarketable title or defective title for the use intended by Purchase,

Seller shall have thirty (30) days from the date of delivery of notice of same to have said exception(s) removed from the commitment, or to correct such exceptions, or the Purchaser may elect, upon notice to Seller, to take such steps or proceedings to have said exceptions removed at the cost and expense of Seller. If such exceptions are not cured or removed prior to the Closing Date as defined in Section 12 of this Agreement, the time for the Closing Date may be extended at the sole election of the Purchaser, without prejudice to any right of the Purchaser, or its nominee, until such exceptions are cured or removed and the Seller is able to tender to Purchaser, or its nominee, a covenant deed conveying good and marketable title to the Property.

If Seller cannot provide marketable title to the Property, then Purchaser shall be entitled to the return of the Earnest Money Deposit.

10. HAZARDOUS SUBSTANCES. The Seller represents and warrants that the activities of the Seller have not resulted in the generation of any “hazardous substance” (as that term has been defined from time to time in any applicable federal or state law, rule or regulation), nor has Seller stored, disposed, or released any such substance on the Property.

11. TAXES AND ASSESSMENTS. Purchaser acknowledges that the Property is currently tax exempt as Seller is a tax-exempt municipal corporation. Purchaser acknowledges and agrees that upon closing the Property will become taxable, subject to the laws of the State of Michigan for any exemptions, incentives, or benefits that Purchaser may attain. In this Agreement, Seller makes no representations or agreements about any such tax exemptions, incentives, or benefits.

12. CLOSING. Closing for this transaction shall occur by the payment of the Purchase Price by the Purchaser, and by the execution and delivery of a good and sufficient covenant deed by the Seller. If this sale is not closed by June 30, 2023, this Agreement shall terminate automatically. Possession shall be delivered at the time of closing, unless delivered prior to closing by agreement of the parties.

13. ASSIGNMENT. Purchaser shall have the right to assign its interest herein to any of its affiliates, including partnerships in which it is a partner, without approval of Seller and designate the name of the grantee to whom the premises shall be conveyed.

14. CONDEMNATION. Seller represents that it has no knowledge of any pending or threatened condemnation or eminent domain proceeding which affects or may affect the Property or any part thereof. Seller shall reaffirm such representation at closing. In the event that, prior to closing, all or any part of the Property shall be condemned, then Purchaser may terminate this Agreement, in which event Seller shall immediately return to Purchaser the Earnest Money and Additional Deposits, and the parties shall have no further obligation or liability hereunder. Purchaser’s election under this section shall be exercised by written notice given to Seller within ten (10) days after receipt of written notice from Seller of such condemnation.

15. COOPERATION OF SELLER. So long as Purchaser is not in default hereunder, Seller shall, upon the request of Purchaser, at Purchaser's sole cost and expense and without liability to Seller, cooperate with Purchaser in the processing of the various applications and site plans required in connection with Purchaser's proposed use and development of the Property. The provisions of this paragraph are not intended to constitute use restrictions enforceable by anyone after this Agreement has been terminated or Purchaser has closed on the purchase of the property pursuant hereto. All such documentation shall be prepared and provided to Seller at Purchaser's sole cost and expense.

16. NOTICES. Any notice required hereunder shall be in writing and be determined to be delivered hereunder, whether actually received or not, (I) when hand delivered; or (II) when deposited in the United States Mail, sent certified mail, return receipt requested, postage prepaid, addressed to the parties hereto at the respective addresses set forth above.

17. BROKERAGE COMMISSION. This section is intentionally left blank.

18. LAW. This Agreement shall be constructed and interpreted under the laws of the State of Michigan.

19. ENTIRE AGREEMENT. This Agreement constitutes the sole and entire Agreement between the parties hereto, and no modification of this Agreement shall be binding unless the same be in writing and attached hereto and signed by all parties to this Agreement with the same formality as this Agreement is executed. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto.

20. MISCELLANEOUS. As additional compensation for allowing the Purchaser to secure the property for the timeline outlined in Sections 5 and 12, the Purchaser shall furnish to Seller copies of the Phase I environmental, market study, and survey if the Purchaser has said documents completed by a third party organization.

IN WITNESS WHEREOF, the undersigned have executed this Agreement, to be effective as of the day and year first above written.

ATTEST:

SELLER:

PURCHASER:

Gryphon Group, LLC

240 S. Bridge St., Suite 100

DeWitt, MI 48820



Timothy R. Hovey, Managing Member

EXHIBIT A

PROPERTY ADDRESS: 1020 W. Hillsdale Street, Lansing, MI 48915

PARCEL #: 33-01-01-17-478-007

PARCEL SIZE: 2.2 Acres +/-

LEGAL DESCRIPTION: West 20 FT Lot 7, All of Lots 8, 9, 10, 13, 14 and 15, Also Lots 11 and 12 excluding used as Street ROW; Block 8 Bush, Butler and Sparrow Add.

**CITY OF LANSING
NOTICE OF PUBLIC HEARING**

Act-1-2022 Sale of 1020 W. Hillsdale Street (33-01-01-17-478-007)

The Lansing City Council will hold a public hearing on February 28, 2022 at 7:00 p.m., in the Tony Benavides Lansing City Council Chambers, 10th Floor City Hall, 124 W. Michigan Ave., Lansing, Michigan, to consider a resolution selling the parcel commonly known as 1020 W. Hillsdale Street, specifically described as:

West 20 FT Lot 7, All of Lots 8,9,10,13, 14 and 15, Also Lots 11 and 12 excluding used as Street ROW; Block 8 Bush, Butler and Sparrow Add.

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

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

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

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

WHEREAS the City is the owner of property commonly known as 1020 W. Hillsdale Street, and further legally described below; and

WHEREAS the City has received an offer to purchase from Gryphon Group, LLC, the details of which are contained in a proposed Purchase Agreement which was placed on file with the Lansing City Clerk on December 20, 2021.

THEREFORE BE IT RESOLVED by the City Council of the City of Lansing that a public hearing be set for Monday, February 28, 2022, at 7 p.m. in the Tony Benavides Lansing City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, for the purpose of approving and/or opposing:

Act-1-2022: Sale of 1020 W. Hillsdale, described as: West 20 FT Lot 7, All of Lots 8, 9, 10, 13, 14 and 15, Also Lots 11 and 12 excluding used as Street ROW; Block 8 Bush, Butler and Sparrow Add.

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

Act-1-2022, Sale of City-Owned Property, 1020 W Hillsdale St.

WHEREAS, the City of Lansing proposes to sell 1020 W Hillsdale St., Parcel Identification # 33-01-01-17-478-007, to the Gryphon Group for \$200,000.00 (Two Hundred Thousand Dollars); and

WHEREAS, Valbridge Property Advisors, on March 5, 2021, appraised the value of the property at \$195,000.000 (One Hundred Ninety-Five Thousand Dollars); and

WHEREAS, the Real Estate Purchase Agreement between the City of Lansing and the Gryphon Group was placed on file with the City Clerk on December 21, 2021, and is presented for approval; and

WHEREAS, on February 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-1-2022 proposal in accordance with its Act 33 Review procedures, and found that:

- The property was part of the “Seven Block Neighborhood Plan” in 1993;
- The property was acquired by the City utilizing CDBG funding in July 1999 but was never redeveloped;
- The property’s proposed redevelopment for new residential units does meet the intent and goals of the “Seven Block Neighborhood Plan”;
- The property was marketed for development through the Build Lansing Initiative;
- The property was appraised at \$195,000;
- The Gryphon Group submitted the only development proposal which centered on affordable housing in the form of attached single-family units and submitted a purchase price of \$200,000; and

WHEREAS, at the regular meeting held open to the public on February 1, 2022, the Board voted unanimously (6-0) to recommend approval of Act-1-2022, the sale of 1020 W Hillsdale St. to the Gryphon Group with the condition that the developer properly screen the development from neighboring residential properties with landscaping; and

WHEREAS, the Lansing City Council held a duly noticed public hearing on this matter at its meeting on February 28, 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 1020 W Hillsdale St. property, placed on file by the City Clerk December 20, 2021,

With the following condition:

- The Gryphon Group shall properly screen the development from the neighboring residential properties with landscaping.

BE IT FURTHER RESOLVED, that the Lansing City Council finds that ownership of the 1020 W Hillsdale St. Property is not necessary for public purposes.

BE IT FURTHER RESOLVED, that the Lansing City Council hereby authorizes the sale of the 1020 W Hillsdale St. Property, Lansing, Michigan, and legally described as

West 20 FT Lot 7, All of Lots 8,9,10,13.14, and 15, Also lots 11 and 12 excluding used as Street ROW; Block 8 Bush, Butler and Sparrow Add..

Subject to easements, encumbrances, and restrictions of record.

to the Gryphon Group, for the sum of \$200,000.00

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.

HILLSDALE PLACE

HELPING TO FILL THE NEED FOR QUALITY AFFORDABLE HOUSING IN LANSING

1

DEVELOPER:
GRYPHON GROUP, LLC
OUR WORK: BUILDING COMMUNITIES
TOGETHER

Address: 240 S Bridge St. DeWitt, MI 48820

"Our goal is to remain on the cutting edge, ensuring our developments are highly marketable to prospective residents, an asset to the community and profitable to our investors and clients."



Prestwick Village, Holt

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*Submitted
@ mfg*

1020 W HILLSDALE

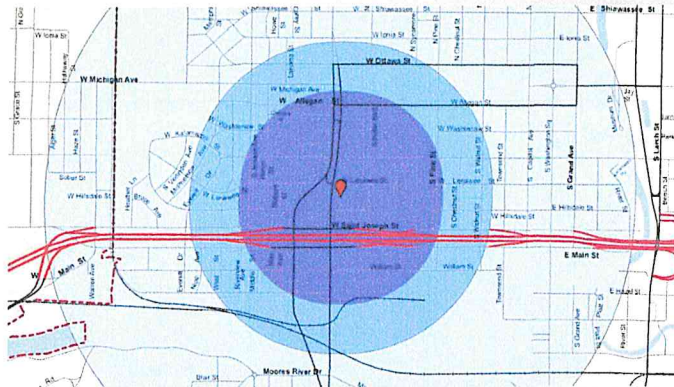
- Previous site of the Union Missionary Baptist Church.
- The City of Lansing, owner of the lot, requested proposals from local developers for the purchase/ redevelopment of the property as a part of the land sale. Gryphon Group's proposal was awarded the redevelopment contract by the city.



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1020 W HILLSDALE

- Walkable to downtown Lansing
- On bus route
- Within 1 mile of banking, library, pharmacy, schools, restaurants, groceries, parks, post office, churches, area major employers (State of Michigan/GM), Lansing Community College and co-lead service agency, Advent House Ministries



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HILLSDALE PLACE

- 40 One, Two & Three-Bedroom Apartments are planned
- On-site Community Room/Office where Medallion Management staff will provide management services
- Playground/Tot Lot
- Ample parking for residents



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HILLSDALE PLACE

- 8 one-bedroom apartments
- 24 two-bedroom apartments
- 8 three-bedroom apartments
- Units will have W/D hook-ups, patios, individual entries and will meet LEED Silver energy ratings.



ONE BEDROOM UNIT
720 SF GROSS

THREE BEDROOM UNIT
1200 SF GROSS

TWO BEDROOM UNIT
920 SF GROSS



UNIT PLANS |

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HILLSDALE PLACE – UNIT MIX

Unit Type	Income Target	# of Bedrooms	Total # of Units	Barrier Free	Rents
1 Bedroom - SH	30%	1	4	1	\$920
1 Bedroom - SH	30%	1	2		\$816
1 Bedroom	60%	1	2		\$775
2 Bedroom - SH	30%	2	6	1	\$1,123
2 Bedroom - SH	30%	2	4	1	\$978
2 Bedroom	60%	2	14		\$950
3 Bedroom - SH	30%	3	4	1	\$1,443
3 Bedroom	60%	3	4		\$1,100

Total 40
 Rental Vouchers to be provided by the State
 SH- Supportive Housing - Supportive Services Provided

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OTHER GRYPHON GROUP DEVELOPMENTS

BELLVIEW PLACE

97 MIXED INCOME APARTMENTS / IONIA, MI



BARNETT STATION

32 SUPPORTIVE HOUSING APARTMENTS / SHELBY, MI



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OTHER GRYPHON GROUP DEVELOPMENTS

LEXINGTON SQUARE

49 UNIT MARKET RATE GREEN BUILD / FENNIVILLE, MI



THE LANDING

MIXED USE BROWNFIELD PROJECT / MARQUETTE, MI

