

**REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF LANSING, MICHIGAN**

**TONY BENAVIDES LANSING CITY COUNCIL CHAMBERS
LANSING CITY HALL, 10th FLOOR
124 W. MICHIGAN AVENUE**

AGENDA FOR JULY 25, 2022 AT 7:00 PM



TO THE HON. MAYOR AND MEMBERS OF THE CITY COUNCIL:

The following items were listed on the agenda in the City Clerk's Office in accordance with Section 3-103(2) of the City Charter and will be ready for your consideration at the regular meeting of the City Council at the Tony Benavides Lansing City Council Chambers, 10th Floor, City Hall.

Roll Call

Meditation And Pledge Of Allegiance

Approval Of Printed Council Proceedings

1. July 11 and July 18, 2022

Consideration Of Late Items (Suspension of Council Rule #9 is needed to allow consideration of late items. Late items will be considered as part of the regular portion of the meeting to which they relate.)

Tabled Items

Special Ceremonies And Presentations

Comments By Council Members And City Clerk

Community Event Announcements (Time, place, purpose, or definition of event – 1 minute limit)

Speaker Registration For Public Comment On Legislative Matters

Mayor's Comments

Show Cause Hearings

Public Comment On Legislative Matters (Legislative matters consist of the following items on the agenda: public hearings, resolutions, ordinances for introduction, and ordinances for passage. The public may comment for up to three minutes. Speakers must sign up on BLUE form.)

Scheduled Public Hearings

2. In consideration of the Michigan Economic Development Center (MEDC) Support Grant (PEND-2958)

Council Consideration Of Legislative Matters

Referral Of Public Hearings

Ordinances For Passage

Consent Agenda

3. Reappointment; Cassandra Nelson as an At-Large member of the Historic District Commission for a term to expire June 30, 2025 (PEND-2977)
4. Reappointment; Samara Morgan as an At-Large member of the Board of Public Service for a term to expire June 30, 2026 (PEND-2976)
5. Appointment; Joan Lenhard as an At-Large member of the Park Board for a term to expire June 30, 2026 (PEND-2965)
6. Urging the Michigan Legislature to repeal the 1931 Abortion Ban in the State of Michigan (PEND-2986)

Resolutions For Action

7. Ballot Proposal; Public Safety Building and Equipment Bond (PEND-2967)
8. Special Assessment; Snow and Ice Removal Winter 2021-2022 (PEND-2948)
9. Noise Special Permit; C & D Hughes, Inc. request to allow for Pennsylvania Avenue reconstruction on Saturdays from 8:00 AM to 5:00 PM until November 30, 2022, in the area of the Pennsylvania Avenue right-of-way between Mt. Hope Avenue to Health Care Court (PEND-2924)
10. American Rescue Plan Act (ARPA) 2nd Traunch Budget Appropriation (PEND-2872)
11. American Rescue Plan Act (ARPA) allocation process recommendations (PEND-2994)
12. Orders to Make Safe or Demolish to the owners of 1224 Dakin St. (PEND-2929)
13. Orders to Make Safe or Demolish to the owners of 5017 Hughes Rd. (PEND-2932)
14. Orders to Make Safe or Demolish to the owners of 5019 Pleasant Grove Road (PEND-2934)
15. Orders to Make Safe or Demolish to the owners of 3025 Maloney Street (PEND-2936)
16. Requiring quarterly reporting from the Economic Development and Planning Department on grass/weed appeals (PEND-2995)
17. Setting a Public Hearing in consideration of SLU-1-2022; 109 E. Randolph Street, Special Land Use Permit for a 20-bed, state-licensed adult foster care, large group home for the aged (PEND-2954)

Reports From Council Committees

18. Board of Water and Light Rules of Procedure

Ordinances For Introduction And Setting Of Public Hearings

19. Setting a Public Hearing in consideration of Payment in Lieu of Taxes (PILOT); Walter French, 1900 S. Cedar St. (PEND-2971)
20. Setting a Public Hearing in consideration of Z-1-2022; 109 E. Randolph, Rezoning from "R-6A" Urban Detached Residential to "R-AR" Residential Adaptive Reuse (PEND-2956)

Speaker Registration For Public Comment On City Government Related Matters

Reports Of City Officers, Boards, And Commissions; Communications And Petitions; And Other City Related Matters (Motion that all items be considered as being read in full and that the proper referrals be made by the President)

Item(s) from the City Clerk re:

21. Minutes of Boards and Commissions placed on file in the Clerk's Office
22. Liquor License; Old Bag of Nails Pub - Lansing, LLC for a new RDA Class C Liquor License, SDM Liquor License, Sunday AM Sales Permit, Sunday PM Sales Permit, and Outdoor Service Permit at 210 Cascade Blvd., (PEND-2996)

Item(s) from the Mayor re:

23. Z-2-2022; 3220 and 3330 W. Miller Road, Rezoning from "R-3" Suburban Detached Residential to "R-6B" Urban Residential (PEND-2982)
24. Setting a Public Hearing in consideration of Z-2-2022; 3220 and 3330 W. Miller Road, Rezoning from "R-3" Suburban Detached Residential to "R-6B" Urban Residential (PEND-2981)
25. Z-3-2022; 3021 Aurelius Road, Rezoning from "R-2" Suburban Detached Residential to "R-6B" Urban Residential (PEND-2984)
26. Setting a Public Hearing in consideration of Z-3-2022; 3021 Aurelius Road, Rezoning from "R-2" Suburban Detached Residential to "R-6B" Urban Residential (PEND-2983)
27. Payment in Lieu of Taxes (PILOT); Stadium North Multi-Family Lofts, 500 N. Cedar St. (PEND-2991)
28. Setting a Public Hearing in consideration of Payment in Lieu of Taxes (PILOT); Stadium North Multi-Family Lofts, 500 N. Cedar St. (PEND-2980)
29. Payment in Lieu of Taxes (PILOT); Stadium North Senior Lofts, 500 N. Cedar St. (PEND-2992)
30. Setting a Public Hearing in consideration of Payment in Lieu of Taxes (PILOT); Stadium North Senior Lofts, 500 N. Cedar St. (PEND-2979)
31. Grant Acceptance; Cities for Financial Empowerment Fund (CFE Fund) grant for "FE Cities Expert Mentor" (PEND-2985)
32. Reappointment; Kenric Hall as the CVB Designee member of the Lansing Entertainment and Public Facilities Authority Board of Commissioners for a term to expire June 30, 2025 (PEND-2987)

33. Appointment; Jennifer Hinze as a Business Owner member of the Downtown Lansing Inc. Board for a term to expire June 30, 2026 (PEND-2988)
34. Obsolete Property Rehabilitation Act (OPRA) Certificate; Summit Street Development LLC for property located at 700 May St. (PEND-2990)
35. Setting a Public Hearing in consideration of Obsolete Property Rehabilitation Act (OPRA) Certificate; Summit Street Development LLC for property located at 700 May St. (PEND-2989)
36. Ballot Proposal; request from Lansing Township residents to be annexed to the City of Lansing, area A
37. Ballot Proposal; request from Lansing Township residents to be annexed to the City of Lansing, area B

Communications and Petitions

38. Communication from Elaine Dierwa Fischhoff regarding the LBWL Board of Commissioners Rules of Procedure
39. Communication from Rachel Eldridge regarding the American Rescue Plan Act funding
40. Notice from the Michigan Liquor Control Commission; GG Holding Co., LCC request for transfer location of escrowed 2021 Class C licensed business from 501-503-505 E Shiawassee St, Lansing to 3131 E Michigan Avenue, Lansing; new SDM license issued under MCL 436.1533(5)(a), non-transferable, in conjunction; New Sunday Sales Permit (AM/PM) for Class C License – spirits and mixed spirit drink; conditional license (RID #RQ-2205-04499)
41. Claim Appeal; Claim #1910, Mark Quinn for \$9,440 in trash fees at 735 Chicago Ave. (PEND-2993)

Motion Of Excused Absence

Remarks By Council Members

Remarks By The Mayor Or Executive Assistant

Public Comment On City Government Related Matters (City government related matters are issues or topics relevant to the operation or governance of the city. The public may comment for up to three minutes. Speakers must sign up on YELLOW form.)

Adjournment



CHRIS SWOPE, CITY CLERK

Persons with disabilities who need an accommodation to fully participate in this meeting should contact the City Clerk's Office at (517) 483-4131 (TTY 711). 24 hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodation request.

LANSING CITY COUNCIL MEETING

DATE & TIME: 7/25/2022-7:00 PM

Starting Time 7:08

REGULAR MEETING: X

SPECIAL MEETING:

ATTENDANCE

COUNCIL MEMBER	PRESENT	ABSENT	ARRIVED
BROWN	☒	☐	_____
DANIELS	☒	☐	_____
GARZA	☒	☐	_____
HUSSAIN	☒	☐	_____
JACKSON	☒	☐	_____
SPADAFORE	☒	☐	_____
SPITZLEY	☒	☐	_____
WOOD	☒	☐	_____

MEDITATION IN MEMORY OF: _____

PLEDGE LED BY: _____

Adjournment Time 9:18

CHRIS SWOPE

\\lansing.local\Group_Storage\Dept\Clerk_Staff\City Council\Administrative\Council Attendance Sheet.doc

You will not be called to speak unless all required blanks on this form are completed.



Public Comment on Legislative Matters Registration

*The City of Lansing welcomes and encourages public comment relating to City Legislative Matters. In order to facilitate public input, you **MUST** complete this card and submit it to the City Clerk or City Clerk Staff prior the close of registration as announced by the City Clerk.*

*Legislative matters consist of the following items on the agenda: **public hearings, resolutions, ordinances for introduction, and ordinances for passage.** The public may comment for up to three minutes*.*

Agenda Item Number(s) 10, 11 Item Description ARPA
Name (print) Kyle Richard E-Mail (optional) 517kyle@gmail.com
Address (street, city, zip) 916 West St.

Company or organization represented, etc. (if applicable) _____

Signature [Handwritten Signature]

- Public speakers will be called by the City Clerk. When the City Clerk recognizes you, please proceed to the speaker's podium and speak directly and clearly into the microphone. Do not touch the microphone.
- Direct your comments to the Council President.
- No speaker called upon to speak shall by speech or conduct disturb, disrupt, delay, interfere with, or otherwise impede the orderly conduct of the Council meeting.
- No personal attacks or defamatory remarks towards any person will be permitted.
- Questions raised during public comment may or may not be answered by the President, another Council Member, the Mayor, or member of the City Staff during the meeting.
- Time limit to address the council on legislative matters is **3 Minutes***.
- Spokespersons for a group or shared viewpoint are encouraged; however, a speaker's time limit may not be increased through assignment of someone else's time or opportunity to speak.
- No registrations will be accepted after the deadline as announced by the City Clerk.
- If you wish to submit written materials, please provide them to the City Clerk or City Clerk staff along with this form.
- The City Council conducts its open meetings in an orderly manner in accordance with the Open Meetings Act. Council meetings will not be conducted as interactive forums or "town meetings."

Thank you for your involvement and interest in our City,
Chris Swope, Lansing City Clerk, MiPMC / MMC

* *The Presiding Officer may reduce the amount of time for each speaker if he or she determines that the number of registered speakers is so numerous that the meeting cannot be timely concluded without a reduction in the time allocated for each speaker.*

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Agenda Item Number(s) ARPA Rev. 10/11 Item Description _____

Name (print) Karim Khan Kusey E-Mail (optional) _____

Address (street, city, zip) 127 W Capitol _____

Company or organization represented, etc. (if applicable) _____

Signature [Handwritten Signature]

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Agenda Item Number(s) 7 Item Description 175M Bond
Name (print) Loretta Stanaway E-Mail (optional) soswop@aol.com
Address (street, city, zip) 546 Armstrong RD
Company or organization represented, etc. (if applicable) _____
Signature J. Stanaway

- Public speakers will be called by the City Clerk. When the City Clerk recognizes you, please proceed to the speaker's podium and speak directly and clearly into the microphone. Do not touch the microphone.
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Agenda Item Number(s) _____ Item Description _____

Name (print) Mark Lujan E-Mail (optional) _____

Address (street, city, zip) 3200 S Cedar St

Company or organization represented, etc. (if applicable) _____

Signature [Signature]

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CITY OF LANSING- NOTICE OF PUBLIC HEARING

FOR MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING FOR DOWNTOWN LANSING INC. (DLI)

The City Council of the City of Lansing, MI will conduct a public hearing on Monday, July 25, 2022 at 7:00 p.m at the Tony Benavides Lansing City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Ave. Lansing, MI 48933 for the purpose of affording citizens an opportunity to examine and submit comments on the proposed application for a CDBG-CV Small Business Support grant through the Michigan Economic Development Corporation (MEDC).

The City of Lansing, MI - EDP proposes to use \$1,000,000 CDBG-CV- Small Business Support Grant to provide vital funding assistance, in the form of grants, in amounts ranging from \$10,000 to \$50,000 to support small businesses located within the Principal Shopping District (PSD). A central business district that was greatly impacted by the COVID-19 pandemic. If awarded, selected businesses will receive reimbursement-based grant funds within 30 days of receiving copies of all receipts and a line-item budget breakdown of what eligible expenses were incurred. The area is within a CDBG Eligible area, and the geographic boundaries are:

- North: Shiawassee Street
- South: Lenawee Street
- East: Pere Marquette (including the old Clara's site and the Courtyard Marriott
- West: East side of Capitol Ave

Funding will benefit small businesses in this low to moderate income area (LMA). The businesses will have the capacity to hire, if needed additional staff as well as operate additional hours to provide sustainability to the businesses in the targeted area.

A copy of the City of Lansing, MI - EDP Consolidated Plan and the MEDC CDBG-CV Small Business Support grant application are available for review on the City's website at www.lansingmi.gov/development. To inspect the documents, please contact Barb Kimmel, Development Office Manager at barb.kimmel@lansingmi.gov (517) 483-4053 or review at the city's website or at 316 N. Capitol Ave, Suite D-1, Lansing, MI 48933.

Comments may be submitted in writing through July 25, 2022 or made in person at the public hearing.

It should be noted that as part of the MEDC process, a Closeout Public hearing will be held at the completion of the funding for the CDBG-CV grant.

Citizen views and comments on the proposed application are welcome.

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/MiPMC
www.lansingmi.gov/Clerk
www.facebook.com/LansingClerkSwope



LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: 6.9.22

GRANT NAME: Michigan Economic Development Corporation Small Business Support Grant (CDBG-CV Funds)

DEPARTMENT: Development Office

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Barbara Kimmel barb.kimmel@lansingmi.gov 517-483-4053

APPLICATION DATE: 6.9.22

AWARD DATE: Pending Council approval

GRANT CYCLE: Award Date through May 31, 2023

Check One: ☐ Annual ☒ One-Time

FUND AMOUNT: \$1,000,000 (Breakdown below should total this amount)

GOODS & SERVICES	\$0
PERSONNEL	\$150,000
CONSTRUCTION	<u>\$0.00</u>
LAND	\$0
OTHER (Small Business Support)	<u>\$ 850,000</u>

CITY MATCH (IF APPLICABLE): None required.

GRANT PAYS FOR: Administrative costs for City of Lansing Development Office, Administrative and personnel costs for Downtown Lansing Inc for Program Delivery, and grants to small businesses.

FUND ALLOCATIONS (Please describe the purpose of the grant and allowable uses):

The purpose of the Small Business Assistance CARES program is to provide vital funding assistance, in the form of grants, in amounts ranging from \$10,000 to \$50,000 to support small businesses located within the Principal Shopping District A central business district that were greatly impacted by the COVID-19 pandemic. If awarded, selected businesses will receive reimbursement-based grant funds within 30 days of receiving copies of all receipts and a line-item budget breakdown of what eligible expenses were incurred.

Boundaries are:

North: Shiawasse Street

South: Lenawee Street

East: Pere Marquette (Including old Clara's site and the Courtyard Marriott)

West: East side of Capitol Avenue.

Eligible uses for grant funds will include

- payroll and other operating costs
- equipment and inventory costs
- expenses for technical assistance items for design and layout of interior and exterior space such as conceptual renderings of floor plans, merchandise layout, other interior and exterior design concepts
- training for business planning, accounting practices and systems, online sales, succession planning
- Expenses for outdoor and patio or retail pop-up sales space including seating, palates, hostess stands, outdoor signage, display racks, mobile point-of-sale systems, beer garden or other place-based outdoor activation that meet all requirements of the City of Lansing and are deemed acceptable by the MEDC
- Expenses for marketing, technology, operational changes such as shifting from dine-in to carry out, and point-of sale system, or inventory expenses for retail goods.

LATE ITEM

Resolution #2022-###

By the Committee on Ways and Means
Resolved by the City Council of the City of Lansing

Approval to Accept MEDC \$1,000,000 CDBG-CV Small Business Support Grant (CDBG-CV Funds)

WHEREAS, the Michigan Economic Development Corporation (MEDC) has awarded the City of Lansing \$1,000,000 in grant funds to be used over a 12-month period from 7.1.22 through 5.31.23 to assist small businesses within the Principal Shopping District A Central Business District that have been negatively impacted by the effects of COVID-19; and

WHEREAS, the MEDC desires timely implementation of grant activities and has requested the City to sign the grant agreement as soon as is practical; and

WHEREAS, there is no required match amount for this grant; and

WHEREAS, the MEDC Grant will provide funds for grants from \$10,000 to \$50,000 to approximately 20 qualifying businesses within the Principal Shopping District A who apply for funding and are approved to receive funding on a first-come, first-served basis while funding is available; and

WHEREAS, the City of Lansing will enter into a written agreement with Downtown Lansing Inc. to provide all services related to delivery of this program.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council approves the acceptance of the \$1,000,000 grant award by MEDC for the purpose of completing the activities funded through the FY23 MEDC Small Business Support Grant.

BE IT FINALLY RESOLVED that Andy Schor, Mayor of the City of Lansing, is authorized to accept the above-described award, and that upon receipt of the final grant agreement from MEDC, he shall be authorized to sign the contract and any necessary amendments or ancillary documents, and to establish new and separate accounts as required by HUD for this grant.

Resolution #2022-194

By the Committee on Development and Planning
Resolved by the City Council of the City of Lansing

WHEREAS, the Mayor has made the reappointment of Cassandra Nelson as an At-Large member of the Historic District Commission for a term to expire June 30, 2025; and

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

WHEREAS, the Committee on Development and Planning met on July 13, 2022 and took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the reappointment of Cassandra Nelson as an At-Large member of the Historic District Commission for a term to expire June 30, 2025.

Resolution #2022-195

By the Committee on City Operations
Resolved by the City Council of the City of Lansing

WHEREAS, the Mayor has made the reappointment of Samara Morgan as an At-Large member of the Board of Public Service for a term to expire June 30, 2026; and

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

WHEREAS, the Committee on City Operations met on July 19, 2022 and took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the reappointment of Samara Morgan as an At-Large member of the Board of Public Service for a term to expire June 30, 2026.

Resolution #2022-196

By the Committee on City Operations
Resolved by the City Council of the City of Lansing

WHEREAS, the Mayor has made the appointment of Joan Lenhard as an At-Large member of the Park Board for a term to expire June 30, 2026; and

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

WHEREAS, the Committee on City Operations met on July 19, 2022 and took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Joan Lenhard as an At-Large member of the Park Board for a term to expire June 30, 2026.

Resolution #2022-197

By Council Member Spadafore
Resolved by the City Council of the City of Lansing

WHEREAS, the Lansing City Council supports the reproductive rights of all people; and

WHEREAS, access to safe and legal abortion is a critical component of such reproductive rights; and

WHEREAS, the State of Michigan, via Act 328 of 1931, banned abortions, but this law was previously held unconstitutional until a United States Supreme Court decision on June 24, 2022, in *Dobbs v. Jackson* overturned *Roe v. Wade*; and

WHEREAS, A recently filed lawsuit in the Michigan Court of Claims, *Planned Parenthood of Michigan v. Attorney General of the State of the Michigan*, argues that the 1931 Michigan law violates the Michigan Constitution; and

WHEREAS, as it relates to the State of Michigan's 1931 ban on abortion, a Michigan Court of Claims Judge has issued an injunction on enforcement, which remains in effect at this time; and

WHEREAS, some prosecutors in the state, including Ingham County Prosecutor Carol Siemon and Attorney General Dana Nessel have indicated that they will not take steps to enforce the abortion ban should the injunction be lifted;

WHEREAS, Governor Gretchen Whitmer issued Executive Directive 2022-5, which instructed state departments not to cooperate with or assist authorities of any state in any investigation or proceeding against anyone for obtaining, providing, or assisting someone else to obtain or provide reproductive healthcare that is legal where the health care is provided; and

WHEREAS, Lansing Mayor Andy Schor issued Executive Directive 2022-02, which instructed the Lansing Police Department, consistent with Governor Whitmer's Executive Directive 2022-5 and the decision of the Michigan courts to temporarily prevent the law from taking effect, to not interfere with anyone obtaining, providing, or assisting with reproductive healthcare until further notice; and

WHEREAS, Lansing City Council is dedicated to the health and wellbeing of all residents; and

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council strongly urges the State Legislature to repeal the 1931 abortion ban in the State of Michigan.

BE IT FURTHER RESOLVED that the Lansing City Council supports efforts of other elected officials to announce and support the reproductive rights and freedoms of all individuals.

BE IT FURTHER RESOLVED that the Lansing City Council encourages the administration to review the amicus brief filed in connection with a Brief in Support of Plaintiff's June 29, 2022, Motion for Summary Disposition in the above referenced litigation, Planned Parenthood of Michigan v. Attorney General of the State of Michigan, and if appropriate, sign to demonstrate the City of Lansing's support of same.

BE IT FINALLY RESOLVED, the City Clerk transmit a copy of this Resolution to the State Legislature and the Governor's Office upon adoption by City Council.

**City of Lansing
Counties of Ingham and Eaton, State of Michigan**

RESOLUTION SUBMITTING THE ERECTING, ACQUIRING AND EQUIPPING NEW PUBLIC SAFETY BUILDINGS AND THE SITES FOR SUCH BUILDINGS, INCLUDING BUT NOT LIMITED TO, POLICE DEPARTMENT FACILITIES AND FIRE DEPARTMENT STATIONS AND TRAINING CENTERS, COURT(S), DETENTION AND OTHER RELATED FACILITIES; REHABILITATING AND UPDATING EXISTING SUCH PUBLIC SAFETY BUILDINGS; ACQUIRING AND INSTALLING INSTRUCTIONAL/PUBLIC SAFETY TECHNOLOGY AND INSTRUCTIONAL/PUBLIC SAFETY TECHNOLOGY EQUIPMENT FOR NEW AND EXISTING PUBLIC SAFETY BUILDINGS; EQUIPPING AND RE-EQUIPPING EXISTING PUBLIC SAFETY BUILDINGS; AND DEVELOPING, EQUIPPING AND IMPROVING FACILITIES, PARKING AREAS, DRIVEWAYS, INFRASTRUCTURE AND SITES, INCLUDING RELATED SITE IMPROVEMENTS AND APPURTENANCES, BOND PROPOSAL

Resolution #2022-198

By the Committee of the Whole
Resolved by the City Council of the City of Lansing

WHEREAS, the City Council of the City of Lansing (the “City”) has determined that it is in the best interest of the City and its residents and property owners of the City for erecting, acquiring and equipping new public safety buildings and the sites for such buildings, including but not limited to, police department facilities and fire department stations and training centers, court(s), detention and other related facilities; rehabilitating and updating existing such public safety buildings; acquiring and installing instructional/public safety technology and instructional/public safety technology equipment for new and existing public safety buildings; equipping and re-equipping existing public safety buildings; and developing, equipping and improving facilities, parking areas, driveways, infrastructure and sites, including related site improvements and appurtenances (the “Project”); and

WHEREAS, the City Council has determined that the City should borrow money in an amount not-to-exceed One Hundred Seventy-Five Million Dollars (\$175,000,000) and issue general obligation bonds of the City in one or more series for the purpose of paying the cost of the Project; and

WHEREAS, the City Council wishes to place a proposal to issue bonds for the Project before the qualified electors of the City at the general election to be held in the City on Tuesday, November 8, 2022 (the “Election Date”); and

WHEREAS, in order for the bond proposal to be submitted to the City’s electors on the Election Date, it is necessary for the City Council to certify the ballot wording of the proposal to the City and County Clerks as required by Act 116, Public Acts of Michigan, 1954, as amended (the “Michigan Election Law”).

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The bond proposal attached to this Resolution as Exhibit A (the "Bond Proposal") shall be submitted to a vote of the qualified electors of the City on the Election Date.
2. The ballot wording of the Bond Proposal is hereby certified to the City and County Clerks for submission to the City's electors on the Election Date. The City Clerk is hereby authorized and directed to file this Resolution and/or complete any such forms, certificates or documents as may be required by the County Clerk to evidence the foregoing certification and/or submission as required by the Michigan Election Law.
3. The City Clerk and the County Clerk are hereby directed to (a) post and publish notice of last day of registration and notice of election for the Election Date in the manner required by the Michigan Election Law, and (b) have prepared and printed, as provided by the Michigan Election Law, ballots for submitting the Bond Proposal on the Election Date, which ballots may include other matters presented to the electorate on the same date.
4. The estimated first year millage rate and simple average annual millage rate set forth in the Bond Proposal are reasonable estimates of such millage rates based on current assumptions.
5. The City makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:
 - (a) As of the date hereof, the City reasonably expects to reimburse itself with the proceeds of debt to be incurred by the City for costs of the Project that were or will be paid subsequent to sixty (60) days prior to the date hereof.
 - (b) The maximum principal amount of debt expected to be issued for the Project is \$175,000,000.
 - (c) The expenditures described above are "capital expenditures" as defined in Treasury Regulation § 1.150-1(b), which are any costs of a type which are properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Treas. Reg. § 1.150-2(c)) under general Federal income tax principles (as determined at the time the expenditure is paid).
6. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

RESOLUTION DECLARED ADOPTED THIS 25th DAY OF JULY, 2022, BY ROLL CALL VOTE.

AYES _____

NAYS _____

EXHIBIT "A"

BALLOT PROPOSAL

Shall the City of Lansing, Ingham and Eaton Counties, Michigan, be authorized to borrow the sum of not to exceed One Hundred Seventy-Five Million Dollars (\$175,000,000) and issue its general obligation unlimited tax bonds therefor, in one or more series, for the purpose of:

erecting, acquiring and equipping new public safety buildings and the sites for such buildings, including but not limited to, police department facilities and fire department stations and training centers, court(s), detention and other related facilities; rehabilitating and updating existing such public safety buildings; acquiring and installing instructional/public safety technology and instructional/public safety technology equipment for new and existing public safety buildings; equipping and re-equipping existing public safety buildings; and developing, equipping and improving facilities, parking areas, driveways, infrastructure and sites?

The estimated millage that will be levied for the proposed bonds in [2023] is (3.90 on each \$1,000 of taxable valuation). The maximum number of years the bonds of any series may be outstanding, exclusive of any refunding, is thirty (30) years. The estimated simple average annual millage anticipated to be required to retire this bond debt is 3.90 mills (\$3.90 on each \$1,000 of taxable valuation).

Resolution #2022-199

By the Committee on City Operations
Resolved by the City Council of the City of Lansing

**CONFIRMATION OF SNOW AND ICE REMOVAL ASSESSMENT ROLL WINTER
2021-2022**

WHEREAS, pursuant to resolution 2022-167, adopted by this Council, the City Council held a public hearing on July 11, 2022, regarding Assessment Roll #SN2022, for the removal of snow and ice on public sidewalks adjacent to certain properties; and

WHEREAS, the cost incurred between December 1, 2021 and April 30, 2022, by the City totals \$19,207.00 ; and

WHEREAS, the Committee on City Operations met on July 19, 2022 to review the public hearing findings and removed several properties from the assessment roll; and

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council hereby directs that special assessment roll number #SN2022 as returned by the City Assessor, be ratified, and confirmed.

BE IT FINALLY RESOLVED, the Lansing City Council hereby directs the City Assessor notify the owners of properties affected by this roll in accordance with City Ordinance 1020.06.

PARCEL ID	SITE ADDRESS	COST
33010135127031	3728 STONELEIGH DR	\$289.00
33010133152061	3813 LOWCROFT AVE	\$289.00
33010133127052	3518 DAVIDSON DR	\$499.00
33010131205041	3627 WAINWRIGHT AVE	\$149.00
33010133154021	3842 WEGER PLACE	\$219.00
33010131154201	3617 ALPINE DR	\$219.00
33010130152001	2503 YORK RD	\$289.00
33010130152001	2503 YORK RD	\$289.00
33010129258061	1212 VICTOR AVE	\$149.00
33010129226161	1017 W MT HOPE AVE	\$219.00
33010129226161	1017 W MT HOPE AVE	\$149.00
33010129226161	1017 W MT HOPE AVE	\$149.00
33010129226141	1007 W MT HOPE AVE	\$149.00
33010133106001	3701 SCHLEE ST	\$359.00
33010130203131	2822 COOLEY DR	\$429.00
33010129101002	2121 W MT HOPE AVE	\$219.00
33010130378111	3222 SHETLAND RD	\$499.00
33010129258071	1208 VICTOR AVE	\$149.00
33010120486001	1017 SMITH AVE	\$429.00

33010117330091	1406 W WASHTENAW ST	\$219.00
33010128230032	2117 S CEDAR ST	\$499.00
33010120483011	1711 DELEVAN AVE	\$149.00
33010117452172	1300 W HILLSDALE ST	\$219.00
33010117332051	327 WEST ST	\$219.00
33010117332051	327 WEST ST	\$359.00
33010117330081	1408 W WASHTENAW ST	\$219.00
33010121380131	201 W BARNES AVE	\$359.00
33010117216151	1307 S GENESEE DR	\$289.00
33010115480041	419 REGENT ST	\$149.00
33010115480021	413 REGENT ST	\$149.00
33010115480181	537 REGENT ST	\$289.00
33010120152051	1915 MOORES RIVER DR	\$359.00
33010109377161	921 N CAPITOL AVE	\$219.00
33010109380201	833 N CAPITOL AVE	\$219.00
33010109380191	831 N CAPITOL AVE 1	\$219.00
33010109377171	927 N CAPITOL AVE	\$219.00
33010110328001	1220 E CESAR E. CHAVEZ AVE	\$499.00
33010109355011	923 N SYCAMORE ST	\$149.00
33010109352021	930 N SYCAMORE ST	\$149.00
33010109352031	928 N SYCAMORE ST	\$149.00
33010109355001	925 N SYCAMORE ST	\$359.00
33010109355001	925 N SYCAMORE ST	\$359.00
33010109355001	925 N SYCAMORE ST	\$289.00
33010109381021	820 N CAPITOL AVE	\$219.00
33010114352241	2010 E KALAMAZOO ST	\$149.00
33010114352221	400 S FAIRVIEW AVE	\$289.00
33010109180141	306 W WILLOW ST	\$289.00
33010108337001	1022 HAPEMAN ST	\$219.00
33010104477052	2119 N LARCH ST	\$219.00
33010108337011	1018 HAPEMAN ST	\$219.00
33010104477001	500 E THOMAS ST	\$219.00
33010104477001	500 E THOMAS ST	\$499.00
33010104378071	2211 TURNER ST	\$289.00
33010103353001	2128 N EAST ST	\$219.00
33010102451251	2933 TULANE DR	\$289.00
33010104378081	2227 TURNER ST	\$219.00
33010104176091	3002 TURNER ST	\$219.00
23500801481031	3931 TRUXTON LANE	\$219.00
33010114354181	400 S HAYFORD AVE	\$219.00
33010104379051	2201 TURNER ST	\$289.00
33010104177011	2916 TURNER ST	\$219.00
33010104276181	3131 N EAST ST	\$219.00
33010104277151	3023 N EAST ST	\$219.00
33010122255271	1200 BENSCH ST	\$359.00

33010110326481	1129 CAMP ST	\$149.00
33010109231024	N LARCH ST	\$359.00
33010108427041	645 W WILLOW ST	\$359.00
33010104328331	325 W RANDOLPH ST	\$219.00
33010104328251	2431 TURNER ST	\$359.00
33010109231103	1904 N LARCH ST	\$289.00
33010109377171	927 N CAPITOL AVE	\$219.00
33010109380191	831 N CAPITOL AVE 1	\$219.00
		\$18,918.00

Resolution #2022-200

By the Committee on City Operations
Resolved by the City Council of the City of Lansing

WHEREAS, a public hearing was held on Monday, July 11, 2022, in consideration of the request by C & D Hughes, Inc., the construction contractor for the Pennsylvania Avenue Reconstruction, for issuance of a waiver of the noise ordinance on Saturdays from 8:00 AM to 5:00 PM from now until project completion in the fall of 2022; and

WHEREAS, this project includes a significant amount of underground sewer and water main work within the Pennsylvania Avenue right of way; and

WHEREAS, the construction contractor, C&D Hughes Inc., is required to complete the project within the 2022 construction season, which ends in approximately mid-November; and

WHEREAS, current supply issues industry wide with materials needed for the water main work associated with the project has pushed the original estimated project start date to mid-June; and

WHEREAS, the City of Lansing Public Service Department recommends that the contractor be granted the requested noise waiver in order to:

- allow the project to be completed in one construction season; and
- reduce the amount of time local access for property owners is impacted.

WHEREAS, no substantive written or verbal comments in opposition to this noise waiver were received from anyone within the project area at the public hearing or during the public comment period.

NOW THEREFORE BE IT RESOLVED that the City Council grant a waiver of the noise ordinance for construction noise on Saturdays from 8:00 AM to 5:00 PM, from approval of this resolution until November 30, 2022, in the area of the Pennsylvania Avenue right-of-way between Mt. Hope Avenue to Health Care Court.

Resolution #2022-201

By the Committee on Ways and Means
Resolved by the City Council of the City of Lansing

WHEREAS, the American Rescue Plan Act of 2021 (ARPA) was signed into law on March 11, 2021, establishing Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) by appropriating \$45,570,000,000 to make payments to metropolitan cities; and

WHEREAS, under the formula established under ARPA, the City of Lansing was awarded \$49,924,664 to be paid in two separate tranches of \$24,962,332. The first of which was received by the City of Lansing on August 5, 2021, and the second of which will be available 12 months after the first payment; and

WHEREAS, Sections 602(c)(1) and 603(c)1 provide these funds may be used as follows:

- A. to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; and
- B. to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the State, territory, or Tribal government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work; and
- C. for the provision of government services to the extent of the reduction in revenue of such State, territory, or Tribal government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the State, territory, or Tribal government prior to the emergency; and
- D. to make necessary investments in water, sewer, or broadband infrastructure.

WHEREAS, the Fiscal Year (FY) 2022 Budget adopted by City Council on May 16, 2021, anticipated and appropriated the use of the first tranche, the vast majority of which was to be spent on revenue loss between the general fund and parking fund; and

WHEREAS, the FY 2022 budget amendment and FY 2023 executive budget recommendation as introduced March 28, 2022, postponed the need for federal dollars to support General Fund government services to the extent of revenue loss until FY 2023, allowing those dollars to be used immediately for other eligible uses to include \$2 million for premium pay to eligible workers; and

WHEREAS, the administration provided, for the consideration of City Council, a proposed spending plan to demonstrate the administration's intent in allocating funds and was informational in nature and, was not to be considered a mandate to award pending final

determination of eligibility and collecting the necessary information and agreements to ensure the proper and allowable use of funds; and

WHEREAS, on October 25, 2021, the Lansing City Council accepted ARPA funds for the total amount of \$49,924,664 and appropriated the first tranche of \$24,962,332 to be used for the eligible purposes outlined in legislation consistent with the City's budget; and

WHEREAS, this resolution is intended to appropriate the second tranche of ARPA funds, which have already been accepted by prior resolution.

NOW, THEREFORE, BE IT RESOLVED, that from the amount accepted, \$90,000 is appropriated and shall be used for the purposes of providing premium pay to eligible employees; and

BE IT FURTHER RESOLVED, that from the amount accepted, \$3,393,000 is appropriated and shall be used for the purposes of funding public health expenditures by the Parks Department for fiscal year 2023, inclusive of \$118,000 to develop plans for the restoration of equitable access to outdoors recreational activities at the Moores Park Natatorium; and

BE IT FURTHER RESOLVED, that from the amount accepted, \$100,000 is appropriated and shall be used for the purposes of funding economic impact expenditures by the Office of Financial Empowerment for fiscal year 2023 to promote the services offered by the Office of Financial Empowerment; and

BE IT FURTHER RESOLVED, that from the amount accepted, \$102,000 is appropriated and shall be used for the purposes of funding economic impact expenditures by the Office of Financial Empowerment for fiscal year 2023 to clear Driving While License Suspended balances; and

BE IT FURTHER RESOLVED, that from the amount accepted, \$735,000 is appropriated and shall be used for the purposes of funding economic impact expenditures by the Office of Financial Empowerment for fiscal year 2023 to assist with volunteer income tax assistance programming; and

BE IT FURTHER RESOLVED, that from the amount accepted, \$2,000,000 is appropriated and shall be used for the purposes of funding economic impact expenditures by the Lansing Economic Development Corporation for fiscal year 2023 and any of these funds not used are reserved for use in fiscal year 2024 for expenditures related to Lansing Equitable Economic Development; and

BE IT FURTHER RESOLVED, that from the amount accepted \$400,000 is appropriated and shall be used for the purposes of funding economic impact expenditures by the Lansing Economic Development Corporation for fiscal year 2023 and any of these funds not used are reserved for use in fiscal year 2024 for expenditures related to Lansing Corridor Improvement Authorities; and

BE IT FURTHER RESOLVED, that from the amount accepted \$175,000 is appropriated and shall be used for the purposes of funding economic impact expenditures by the Lansing Economic Development Corporation for fiscal year 2023 and any of these funds not used are reserved for use in fiscal year 2024 for expenditures related to façade improvement grants; and

BE IT FURTHER RESOLVED, that from the amount accepted, \$100,000 is appropriated and shall be used for the purposes of funding economic impact expenditures by the Lansing Economic Development Corporation for fiscal year 2023 for expenditures related to Lansing Economic Development Corporation startup costs; and

BE IT FURTHER RESOLVED, that from the amount accepted, \$600,000 is appropriated and shall be used for the purposes of funding economic impact expenditures by the Lansing Entertainment and Public Facilities Authority for fiscal year 2023; and

BE IT FURTHER RESOLVED, that from the amount accepted, \$400,000 is appropriated and shall be used for the purposes of funding economic impact expenditures by the Department of Human Relations and Community Services for fiscal year 2023 and any of these funds not used are reserved for use in fiscal year 2024 for graduation assistants to serve students disproportionately affected by the COVID-19 pandemic; and

BE IT FURTHER RESOLVED, that from the amount accepted, \$64,000 is appropriated and shall be used for the purposes of funding economic impact expenditures by the Department of Human Relations and Community Services for fiscal year 2023 for community agencies removed from the adopted 2023 budget due to expected ARPA funding for the Basic Human Need services; and

BE IT FURTHER RESOLVED, that from the amount accepted, \$300,000 is appropriated and shall be used for the purposes of funding public health expenditures by the Lansing Fire Department for fiscal year 2023 and any funds not used are reserved for use in fiscal year 2024 for turnout gear for public safety employees; and

BE IT FURTHER RESOLVED, that from the amount accepted, \$1,700,000 is appropriated and shall be used for the purposes of funding public health expenditures by the Lansing Fire Department for fiscal year 2023 and any funds not used are reserved for use in fiscal year 2024 for critical fleet purchases; and

BE IT FURTHER RESOLVED, that from the amount accepted, \$780,000 is appropriated and shall be used for the purposes of funding public health expenditures by the Lansing Fire Department for fiscal year 2023 and any funds not used are reserved for use in fiscal year 2024 for the purchase of Emergency Medical Services durable goods; and

BE IT FURTHER RESOLVED, that from the amount accepted, \$50,000 is appropriated and shall be used for the purposes of funding public health expenditures by the Lansing

Police Department for fiscal year 2023 for expenditures related to the digitization of public safety records; and

BE IT FURTHER RESOLVED, that from the amount accepted, \$25,000 is appropriated and shall be used for the purposes of funding public health expenditures by the Lansing Police Department for fiscal year 2023 for the purchase of laptop computers for public safety training; and

BE IT FURTHER RESOLVED, that from the amount accepted, \$175,000 is appropriated and shall be used for the purposes of funding public health expenditures by the Lansing Police Department for fiscal year 2023 for the purchase of public safety barriers for large events; and

BE IT FURTHER RESOLVED, that from the amount accepted, \$1,450,000 is appropriated and shall be used for the purposes of funding public health expenditures by the Lansing Police Department for fiscal year 2023 and any of these funds not used are reserved for use in fiscal year 2024 for expenditures related to a public safety records management system; and

BE IT FURTHER RESOLVED, that from the amount accepted, \$40,000 is appropriated

and shall be used for the purposes of funding public health expenditures by the Lansing Police Department for fiscal year 2023 and any of these funds not used are reserved for use in fiscal year 2024 for the Police Athletic League; and

BE IT FURTHER RESOLVED, that from the amount accepted and appropriated above, \$300,000 shall be used for the purposes of funding public health expenditures by the Department of Neighborhoods, Arts, and Citizen Engagement for fiscal year 2023 and any of these funds not used are reserved for use in fiscal year 2024 for expenditures related to gun violence prevention; and

BE IT FURTHER RESOLVED, that from the amount accepted and appropriated above, \$400,000 shall be used for the purposes of funding economic impact expenditures by the Department of Neighborhoods, Arts, and Citizen Engagement for fiscal year 2023 and any of these funds not used are reserved for use in fiscal year 2024 for Neighborhood Advisory Board Grants; and

BE IT FURTHER RESOLVED, that from the amount accepted, \$1,000,000 is appropriated and shall be used for the purposes covering revenue losses in the Finance Department for fiscal year 2023 and any of these funds not used are reserved for use in fiscal year 2024 for expenditures related to upgrading the general ledger software; and

BE IT FURTHER RESOLVED, that from the amount accepted, \$200,000 is appropriated and shall be used for the purposes of funding economic impact expenditures by the Finance Department for fiscal year 2023 and any of these funds not used are reserved

for use in fiscal year 2024 for a contracted contract manager for the American Rescue Plan Act; and

BE IT FURTHER RESOLVED, that from the amount, \$600,000 is appropriated and shall be used for the purposes of funding economic impact expenditures by Principal Shopping district for fiscal year 2023 and any of these funds not used are reserved for use in fiscal year 2024 to assist small businesses; and

BE IT FURTHER RESOLVED, that from the amount accepted and appropriated above, \$30,000 shall be used for the purposes of funding economic impact expenditures by the 54-A District Court for fiscal year 2023 for Resolution Services of Central Michigan; and

BE IT FURTHER RESOLVED, that from the amount accepted, \$5,000,000 is appropriated and shall be used for the purposes of funding economic impact expenditures for the City of Lansing for critical fleet purchases for fiscal year 2023 and any funds not used are reserved for use in fiscal year 2024; and

BE IT FURTHER RESOLVED, that the Lansing City Council approves and appropriates the use of the remainder of the funds accepted and appropriated above for public health and economic impacts; provision of government services to the extent of the reduction in revenue to the City due to COVID-19; premium pay; and necessary investments in water, sewer, or broadband infrastructure; and

BE IT FURTHER RESOLVED, that prior to the expenditure or reimbursement of ARPA funds for any use, the Administration shall determine whether or not a given use is eligible pursuant to the legislation or official guidance from U.S. Treasury, and shall document the basis for this determination along with the estimated expenditure and programmatic data required to fulfill the reporting requirements established by the legislation and U.S. Treasury; and

BE IT FINALLY RESOLVED, the Administration is authorized to create appropriate accounts and to make the necessary operating transfers for the expenditure and control of the balance of the funds.

Resolution #2022-202

By the Committee of the Whole
Resolved by the City Council of the City of Lansing

WHEREAS, the Lansing City Council has approved the appropriation of the second tranche of funds provided to the City of Lansing under the 2021 American Rescue Plan Act (ARPA); and

WHEREAS, the supplemental appropriation approved by City Council contained approximately \$1.9 million dollars to be distributed for public health and economic impacts; provision of government services; and necessary investments in water, sewer, or broadband infrastructure, as determined by the Mayor; and

WHEREAS, City Council wishes to express its desire that the process for engaging community groups throughout Lansing and the issuing of these funds to community groups for the above purposes be fair, transparent, equitable, and far-reaching; and

WHEREAS, City Council asks the Mayor to provide Council a report on the process of awarding the grants and who received the grants.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council hereby encourages Mayor Schor to commit to a process that is transparent, fair, and equitable. for selecting community groups to receive a portion of the remaining \$1.9 million dollars in ARPA funds.

Resolution #2022-203

By the Committee on Public Safety
Resolved by the City Council of the City of Lansing

WHEREAS, the Code Compliance Officer has determined that the building located at 1224 DAKIN ST., Parcel # 33-01-01-22-256-201 legally described as LOT 208 & N ½ LOT 207 EXCELSIOR LAND COMPANYS SUB, City of Lansing, is an unsafe or dangerous building as defined in Section 108.1 of the International Property Maintenance Code as adopted by Lansing Codified Ordinance 1460.01, and the Housing Law of Michigan, and the building was red tagged on May 20, 2020; and

WHEREAS, a hearing was held by the Lansing Demolition Board on March 24, 2022, at which the Hearing Officer determined that said building was an unsafe and dangerous building and ordered the building demolished or made safe by May 24, 2022; and

WHEREAS, said Hearing Officer filed a report of their findings and order with the City Council and requested the City Council to take appropriate action under the Lansing Codified Ordinances and the Housing Law of Michigan; and

WHEREAS, the Housing Law of Michigan and Lansing Codified Ordinances require a hearing be conducted to give the property owner an opportunity to show cause why a dangerous structure should not be demolished or otherwise made safe; and

WHEREAS, the City Council held a public show cause hearing on July 11, 2022, to review the findings and the order of the Hearing Officers, and the owners were notified in writing of said hearing and had an opportunity to appear and show cause why said building should not be demolished or otherwise made safe; and

WHEREAS, the Code Compliance Office has determined that compliance with the order of the Lansing Demolition Hearing Board Officer has not occurred.

NOW, THEREFORE, BE IT RESOLVED that the owner(s) of 1224 Dakin Street, as legally described above, are hereby directed to comply with the order of the Hearing Officers to demolish or otherwise make safe the said building within 60 days from the date of this resolution, July 25, 2022.

BE IT FURTHER RESOLVED that the property owner(s) is hereby notified that this order must be appealed within twenty days pursuant to MCL 125.542 and should the owners fail to comply with the Hearing Officers' order for demolition or make safe, the Code Compliance Officer is hereby directed to proceed with demolition of said building.

BE IT FURTHER RESOLVED, whether demolition is accomplished by said property owner or the City, that appropriate seeding and restoration of property take place to avoid run-off to adjacent properties.

BE IT FURTHER RESOLVED that if the demolition is accomplished by the City, the cost

of such demolition shall be a lien against the real property and shall be reported to the City Assessor.

BE IT FINALLY RESOLVED that the owners in whose name the property appears upon the last local tax assessment record shall be notified by the City Assessor of the amount of such cost by first class mail at the address shown on the records. Upon the owner's failure to pay the same within thirty (30) days after mailing by the City Assessor of the notice of the amount thereof, the amount of said costs shall be a lien and shall be filed and recovered as provided by law and the lien shall be collected and treated in the same manner as provided for property tax liens under the general property tax act.

Resolution #2022-204

By the Committee on Public Safety
Resolved by the City Council of the City of Lansing

WHEREAS, the Code Compliance Officer has determined that the building located at 5017 HUGHES RD., Parcel # 33-01-01-32-353-201 legally described as S 54.8 FT OF W 1/3 LOT 11 BLOCK 92 ORIG PLAT., City of Lansing, is an unsafe or dangerous building as defined in Section 108.1 of the International Property Maintenance Code as adopted by Lansing Codified Ordinance 1460.01, and the Housing Law of Michigan, and the building was red tagged on April 11, 2016; and

WHEREAS, a hearing was held by the Lansing Demolition Board on March 24, 2022, at which the Hearing Officer determined that said building was an unsafe and dangerous building and ordered the building demolished or made safe by May 24, 2022; and

WHEREAS, said Hearing Officer filed a report of their findings and order with the City Council and requested the City Council to take appropriate action under the Lansing Codified Ordinances and the Housing Law of Michigan; and

WHEREAS, the Housing Law of Michigan and Lansing Codified Ordinances require a hearing be conducted to give the property owner an opportunity to show cause why a dangerous structure should not be demolished or otherwise made safe; and

WHEREAS, the City Council held a public show cause hearing on July 11, 2022, to review the findings and the order of the Hearing Officers, and the owners were notified in writing of said hearing and had an opportunity to appear and show cause why said building should not be demolished or otherwise made safe; and

WHEREAS, the Code Compliance Office has determined that compliance with the order of the Lansing Demolition Hearing Board Officer has not occurred.

NOW, THEREFORE, BE IT RESOLVED that the owner(s) of 5017 Hughes Road, as legally described above, are hereby directed to comply with the order of the Hearing Officers to demolish or otherwise make safe the said building within 60 days from the date of this resolution, July 25, 2022.

BE IT FURTHER RESOLVED that the property owner(s) is hereby notified that this order must be appealed within twenty days pursuant to MCL 125.542 and should the owners fail to comply with the Hearing Officers' order for demolition or make safe, the Code Compliance Officer is hereby directed to proceed with demolition of said building.

BE IT FURTHER RESOLVED, whether demolition is accomplished by said property owner or the City, that appropriate seeding and restoration of property take place to avoid run-off to adjacent properties.

BE IT FURTHER RESOLVED that if the demolition is accomplished by the City, the cost

of such demolition shall be a lien against the real property and shall be reported to the City Assessor.

BE IT FINALLY RESOLVED that the owners in whose name the property appears upon the last local tax assessment record shall be notified by the City Assessor of the amount of such cost by first class mail at the address shown on the records. Upon the owner's failure to pay the same within thirty (30) days after mailing by the City Assessor of the notice of the amount thereof, the amount of said costs shall be a lien and shall be filed and recovered as provided by law and the lien shall be collected and treated in the same manner as provided for property tax liens under the general property tax act.

Resolution #2022-205

By the Committee on Public Safety
Resolved by the City Council of the City of Lansing

WHEREAS, the Code Compliance Officer has determined that the building located at 5019 PLEASANT GROVE RD., Parcel # 33-01-01-32-351-171 legally described as LOTS 7, 8 & 9 PLEASANT GROVE SUB., City of Lansing, is an unsafe or dangerous building as defined in Section 108.1 of the International Property Maintenance Code as adopted by Lansing Codified Ordinance 1460.01, and the Housing Law of Michigan, and the building was red tagged on February 15, 2019; and

WHEREAS, a hearing was held by the Lansing Demolition Board on March 24, 2022, at which the Hearing Officer determined that said building was an unsafe and dangerous building and ordered the building demolished or made safe by May 24, 2022; and

WHEREAS, said Hearing Officer filed a report of their findings and order with the City Council and requested the City Council to take appropriate action under the Lansing Codified Ordinances and the Housing Law of Michigan; and

WHEREAS, the Housing Law of Michigan and Lansing Codified Ordinances require a hearing be conducted to give the property owner an opportunity to show cause why a dangerous structure should not be demolished or otherwise made safe; and

WHEREAS, the City Council held a public show cause hearing on July 11, 2022, to review the findings and the order of the Hearing Officers, and the owners were notified in writing of said hearing and had an opportunity to appear and show cause why said building should not be demolished or otherwise made safe; and

WHEREAS, the Code Compliance Office has determined that compliance with the order of the Lansing Demolition Hearing Board Officer has not occurred.

NOW, THEREFORE, BE IT RESOLVED that the owner(s) of 5017 Hughes Road, as legally described above, are hereby directed to comply with the order of the Hearing Officers to demolish or otherwise make safe the said building within 60 days from the date of this resolution, July 25, 2022.

BE IT FURTHER RESOLVED that the property owner(s) is hereby notified that this order must be appealed within twenty days pursuant to MCL 125.542 and should the owners fail to comply with the Hearing Officers' order for demolition or make safe, the Code Compliance Officer is hereby directed to proceed with demolition of said building.

BE IT FURTHER RESOLVED, whether demolition is accomplished by said property owner or the City, that appropriate seeding and restoration of property take place to avoid run-off to adjacent properties.

BE IT FURTHER RESOLVED that if the demolition is accomplished by the City, the cost

of such demolition shall be a lien against the real property and shall be reported to the City Assessor.

BE IT FINALLY RESOLVED that the owners in whose name the property appears upon the last local tax assessment record shall be notified by the City Assessor of the amount of such cost by first class mail at the address shown on the records. Upon the owner's failure to pay the same within thirty (30) days after mailing by the City Assessor of the notice of the amount thereof, the amount of said costs shall be a lien and shall be filed and recovered as provided by law and the lien shall be collected and treated in the same manner as provided for property tax liens under the general property tax act.

Resolution #2022-206

By the Committee on Public Safety
Resolved by the City Council of the City of Lansing

WHEREAS, the Code Compliance Officer has determined that the building located at 3025 MALONEY ST., Parcel # 33-01-01-30-477-021 legally described as LOT 1 AVALON ACRES SUB REC L 20 P 3., City of Lansing, is an unsafe or dangerous building as defined in Section 108.1 of the International Property Maintenance Code as adopted by Lansing Codified Ordinance 1460.01, and the Housing Law of Michigan, and the building was red tagged on July 15, 2021; and

WHEREAS, a hearing was held by the Lansing Demolition Board on March 24, 2022, at which the Hearing Officer determined that said building was an unsafe and dangerous building and ordered the building demolished or made safe by May 24, 2022; and

WHEREAS, said Hearing Officer filed a report of their findings and order with the City Council and requested the City Council to take appropriate action under the Lansing Codified Ordinances and the Housing Law of Michigan; and

WHEREAS, the Housing Law of Michigan and Lansing Codified Ordinances require a hearing be conducted to give the property owner an opportunity to show cause why a dangerous structure should not be demolished or otherwise made safe; and

WHEREAS, the City Council held a public show cause hearing on July 11, 2022, to review the findings and the order of the Hearing Officers, and the owners were notified in writing of said hearing and had an opportunity to appear and show cause why said building should not be demolished or otherwise made safe; and

WHEREAS, the Code Compliance Office has determined that compliance with the order of the Lansing Demolition Hearing Board Officer has not occurred.

NOW, THEREFORE, BE IT RESOLVED that the owner(s) of 3025 Maloney Street, as legally described above, are hereby directed to comply with the order of the Hearing Officers to demolish or otherwise make safe the said building within 60 days from the date of this resolution, July 25, 2022.

BE IT FURTHER RESOLVED that the property owner(s) is hereby notified that this order must be appealed within twenty days pursuant to MCL 125.542 and should the owners fail to comply with the Hearing Officers' order for demolition or make safe, the Code Compliance Officer is hereby directed to proceed with demolition of said building.

BE IT FURTHER RESOLVED, whether demolition is accomplished by said property owner or the City, that appropriate seeding and restoration of property take place to avoid run-off to adjacent properties.

BE IT FURTHER RESOLVED that if the demolition is accomplished by the City, the cost

of such demolition shall be a lien against the real property and shall be reported to the City Assessor.

BE IT FINALLY RESOLVED that the owners in whose name the property appears upon the last local tax assessment record shall be notified by the City Assessor of the amount of such cost by first class mail at the address shown on the records. Upon the owner's failure to pay the same within thirty (30) days after mailing by the City Assessor of the notice of the amount thereof, the amount of said costs shall be a lien and shall be filed and recovered as provided by law and the lien shall be collected and treated in the same manner as provided for property tax liens under the general property tax act.

Resolution #2022-207

By the Committee on Public Safety
Resolved by the City Council of the City of Lansing

WHEREAS, on July 11, 2022, the Lansing City Council passed Ordinance 1303, which contained various updates to the City of Lansing's incorporation of the International Property Maintenance Code (IPMC) as it relates to the issuance of trash, weed, and grass violation notices and orders of compliance; and

WHEREAS, the Ordinance creates an appeal process for violations of grass and weed growth, wherein written appeals are submitted directly to the Manager of Code Compliance, who must make a determination to either affirm, modify, or rescind the violation notice, or grant an extension to the date of correction; and

WHEREAS, Section 3-207.1 of the Lansing City Charter permits City Council Members to make inquiries of City officers and employees and receive specific information in response;

WHEREAS, Lansing City Council desires to be informed of the number and disposition of grass/weed appeals made directly to the Manager of Code Compliance.

NOW, THEREFORE BE IT RESOLVED, on a quarterly basis, the Department of Economic Development and Planning shall prepare and submit a written report of grass/weed appeals made to the Manager of Code Compliance, or his designee, to the Committee on Public Safety.

BE IT FURTHER RESOLVED that such report shall contain, at a minimum, the following information: total number of appeals made to the Manager of Code Compliance, the number of appeals affirmed, modified, and rescinded, and the number of extensions granted.

BE IT FINALLY RESOLVED, that such report shall be placed on file with the City Clerk, after submission to the Public Safety Committee.

Resolution #2022-208

By the Committee on Development and Planning
Resolved by the City Council of the City of Lansing

Resolved by the City Council of the City of Lansing that a public hearing be set for Monday, August 22, 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 the request for a special land use permit:

SLU-1-2022: 109 E. Randolph Street, Special Land Use permit authorizing a 20 bed, state-licensed adult foster care, large group home for the aged

INTRODUCTION OF ORDINANCE

Council Member Garza introduced:

An Ordinance of the City of Lansing, Michigan, to amend the Code of Ordinances of the City of Lansing by adding a new Section 888.32 for the purposes of providing for a service charge in lieu of taxes for seventy-six (76) low-income multi-family dwelling units in a project known as Walter French, pursuant to the provisions of the State Housing Development Authority Act of 1966, (being Public Act 346 of 1966 as amended [MCL 125.1401, et seq.]) (The “Act”).

This Ordinance is read a first time by its title and referred to the Committee on Development and Planning.

Resolution #2022-210

By the Committee on Development and Planning
Resolved by the City Council of the City of Lansing

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Lansing that a public hearing be set for Monday, August 8, 2022 in the Tony Benavides Lansing City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, for the purpose of supporting and/or opposing the Ordinance establishing a Payment in Lieu of Taxes (PILOT) for Walter French, located at 1900 S. Cedar Street in Lansing.

Ordinance no. _____

An ordinance of the City of Lansing, Michigan, to amend the Code of Ordinances of the City of Lansing by adding a new Section 888.32 for the purposes of providing for a service charge in lieu of taxes for seventy-six (76) low-income multi-family dwelling units in a project known as Walter French, pursuant to the provisions of the State Housing Development Authority Act of 1966, (being Public Act 346 of 1966 as amended [MCL 125.1401, et seq.]) (The “Act”).

The City of Lansing ordains:

Section 1. That Chapter 888 of the Code of Ordinances of the City of Lansing, Michigan be amended to add a new Section _____ to read as follows:

_____ **Walter French**

(a) ***Purpose.*** It is acknowledged that it is a proper public purpose of the state and its political subdivisions to provide housing for its residents of low and moderate income and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the State Housing Development Authority Act of 1966, being Public Act 346 of 1966, as amended [MCL 125.1401, et seq.]. The City is authorized by such act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under such act at any amount it chooses, not to exceed the taxes that would be paid but for this act. It is further acknowledged that such housing for persons of low and moderate income is a public necessity, and as the City will be benefited and improved by such housing, the encouragement of the same by providing certain real estate tax exemption for such housing is a valid public purpose.

(b) ***Definitions.***

- (1) **"Act"** means the State Housing Development Authority Act, being Public Act 346 of 1966, as amended.
- (2) **"Annual shelter rents"** means the total collections during an agreed annual period from all persons of low or moderate income, occupying the housing development representing rents for occupancy, which rental amounts shall be exclusive of charges for gas, electricity, heat or other utilities furnished to the occupants.
- (3) **"Authority"** means the Michigan State Housing Development Authority.
- (4) **"Housing development" or "Development"** means a development which contains a significant element of housing for persons of low and moderate income and such elements of other housing, commercial, recreational, industrial, communal and educational facilities as the Authority may determine will improve the quality of the development as it relates to housing for persons of low and moderate income. For the purpose of this section, the name of this development is Walter French, and consists of seventy-six (76) units of rental housing located within Lansing at:

That part of Assessor's Plat No.46, on the Northeast ¼ of Section 28, T4N, R2W, City of Lansing, Ingham County, Michigan, recorded in liber 12 of plats, page 7, Ingham County records, beginning on the South right of way line of Mt. Hope avenue, 43.0 feet South of the North Section line, at a point 100.0 feet Easterly of the West line of Lot 5 of said Assessor's Plat No.46, running thence along said right of way line North 89°11'30" East 593.667 feet to a point of curvature; thence Southeasterly 53.53 feet along the arc of a 30 foot radius curve to the right whose chord bears South 39°41'30" East 46.71 feet to the Westerly right of way line of Cedar Street; thence along said Westerly line the following five courses, South 11°25'30" West 118.66 feet; thence Southerly 197.93 feet along the arc of a 917.22 foot radius curve to the left whose chord bears South 5°14'25" West 197.53 feet to a point of tangency; thence South 0°56'30" East 5.43 feet; thence South 10°34'39" West 22.18 feet; thence South 0°56'30" East 83.05 feet; thence South 89°08' West 403.42 feet; thence South 350.30 feet; thence West 268.84 feet; thence North 648.14 feet; thence North 89°11'30" East 100.0 feet; thence North 0°53' West 162.0 feet to the point of beginning

- (5) **"HUD"** means The Department of Housing and Urban Development of the United States government.
 - (6) **"Low Income Housing Tax Credit Program"** means the program established by section 42 of the United States Internal Revenue Code.
 - (7) **"Low or moderate income"** means low- or moderate-income eligibility under the Authority Act or Rules.
 - (8) **"Mortgage loan"** means a loan that is federally aided (as defined in Section 11 of the Act) or a loan or grant made or to be made by the Authority to the Sponsor for the construction, rehabilitation, acquisition and/or permanent financing of a housing project and secured by a mortgage on the housing project.
 - (9) **"Sponsor"** means a person or other entity with a housing development which is financed or assisted pursuant to the act. For purposes of this section, the Sponsor of Walter French is Capital Area Housing Partnership, or its successors or assigns.
 - (10) **"Utilities"** means fuel, water, sanitary sewer and/or electrical service, which is paid for by the housing development.
- (c) ***Establishment of annual service charge.***
- (1) The City acknowledges that the Sponsor and the Authority have established the economic feasibility of Walter French in reliance upon the enactment and continuing effect of this section and upon the qualification of the seventy-six (76) units of housing in the housing development for exemption from all property taxes as established in this section,

- (2) Subject to the conditions and requirements of this section and the Act, the seventy-six (76) units in the housing development for persons of low and moderate income identified as Walter French and the property on which they are constructed shall be exempt from all property taxes for not more than twenty (20) years, commencing with and including tax year 2024.**
- (3) In lieu of all said property taxes on the seventy-six (76) units in the housing development, the Sponsor shall pay, and the City will accept, an annual service charge for public services in the sum equal to four percent (4%) of the Annual Shelter Rents.**
- (4) The exemption provided under this section shall commence when the Sponsor complies with section 15a(1) of 1966 PA 346, as amended, codified as MCL 125.1415a(1), which provides: the owner of a housing project eligible for the exemption shall file with the local Assessing Officer (the City Assessor) a notification of the exemption, which shall be in an affidavit form as provided by the Authority. The completed affidavit form first shall be submitted to the Authority for certification by the Authority that the project is eligible for the exemption. The owner then shall file or cause to be filed the certified notification of the exemption with the local Assessing Officer before November 1 of the year preceding the tax year in which the exemption is to begin.**
- (5) In addition to the certification required pursuant to Subsection (c)(4), the Sponsor shall provide for the housing development annually in writing to the City Assessor for the preceding year in which the property tax exemption was in effect:**

 - A. The annual audited accounting report for the Payment In Lieu Of Taxes; and**

- B. A certified statement identifying all the units rented to persons of low or moderate income; and**
- C. If requested by the City, proof that the housing development units have not increased, decreased, or been altered in any form, unless the City has otherwise amended the provisions of this section.**
- (d) *Limitation on the payment of the annual service charge.* Notwithstanding Subsection (c), the service charge to be paid each year in lieu of taxes for the part of the housing development project that is tax exempt and occupied by other than low- or moderate-income persons shall be equal to the full amount of the taxes that would otherwise be due and payable on that portion of the housing development project if the project were not tax exempt.**
- (e) *Payment of annual service charge.* The service charge in lieu of taxes, as established under this section, shall be payable in the same manner as general property taxes are payable to the City, except that the annual payment shall be made on or before July 1 of the year following the year upon which such charge is calculated. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206 as Amended; MCL 211.1 et. seq.)**
- (f) *Contractual effect.* Notwithstanding the provisions of Section 15(a)(5) of the Act to the contrary, a contract between the City and the Sponsor with the Authority as third-party beneficiary under the contract, to provide tax exemption and accept payment in lieu of taxes as previously described, is effectuated by the enactment of this section.**
- (g) *Duration.* This section shall remain in effect and shall not terminate for twenty (20) years, commencing with and including tax year 2024, provided that the Sponsor**

complies with the requirements of the act and this section, and further provided that the housing development continues to be rented to low or moderate income persons at rents determined under the Low Income Housing Tax Credit Program, as the same maybe further amended or superseded, or there is an Authority-aided or Federally-aided mortgage on the housing development as provided in the act, or the Authority or HUD has an interest in the property; but in no event beyond December 31, 2043. If (a) the construction of the housing development project does not commence or the Sponsors fail to obtain a mortgage loan within two (2) years from the effective date of this ordinance, or (b) if transfer of title is not effectuated to Walter French Limited Dividend Housing Association Limited Partnership within two (2) years from the effective date of this ordinance or (c) if the Sponsors change the scope or purpose of the seventy-six (76) units of housing within the housing development project without the consent of the City, by and through its representatives, and in accordance with the requirements of the Lansing City charter, and the Sponsor or other responsible party does not cure the violation within ninety (90) days after written notice is given to the Sponsor, then this ordinance shall automatically expire, terminate and be of no further effect.

Section 2. All ordinances, resolutions or rules, ordinances, parts of ordinances, including Ordinance No 1290, dated September 13, 2021, resolutions or rules inconsistent with the provisions hereof are hereby repealed as they pertain to Walter French at the time this exemption commences.

Section 3. Should any section, clause or phrase of this ordinance be declared to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof other than the part so declared to be valid.

Section 4. This Ordinance shall take effect on the 30th day after enactment unless given immediate effect by the City Council.

INTRODUCTION OF ORDINANCE

The Committee on Development & Planning introduced:

The following ordinance of the City of Lansing, Michigan, for amending the Code of Ordinances by providing for the rezoning of property located in the City of Lansing, Michigan, and for the revision of the district maps adopted by Section 1242.02 of the Zoning Ordinance for property located at:

Z-1-2022: 109 E. Randolph Street, from "R-6A" Urban Detached Residential to "R-AR" Residential Adaptive Reuse

The Ordinance is read a first time by its title by its title and referred to the Committee on Development and Planning.

Resolution #2022-211

By the Committee on Development and Planning
Resolved by the City Council of the City of Lansing

Resolved by the City Council of the City of Lansing that a public hearing be set for Monday, August 22, 2022, at 7 p.m. in the Tony Benavides Lansing City Council Chambers, 10th Floor, Lansing City Hall, 124 W. Michigan Avenue, Lansing, Michigan, for the purpose of approving and/or opposing the Ordinance for rezoning:

Z-1-2022: 109 E. Randolph Street, from "R-6A" Urban Detached Residential to "R-AR" Residential Adaptive Reuse

ORDINANCE # _____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, PROVIDING FOR THE REZONING OF A PARCEL OF REAL PROPERTY LOCATED IN THE CITY OF LANSING, MICHIGAN AND FOR THE REVISION OF THE DISTRICT MAPS ADOPTED BY SECTION 1246.02 OF THE CODE OF ORDINANCES.

The City of Lansing ordains:

Section 1. That the district maps adopted by and incorporated as Section 1242.02 of the Code of Ordinances of the City of Lansing, Michigan be amended to provide as follows:

To change the zoning classification of the property described as follows:

Case Number:	Z-1-2022
Parcel Number's:	33-01-01-04-401-072
Addresses:	109 E. Randolph Street
Legal Descriptions:	Lot 17 & part of Lot 18, North Gardens Subdivision and also part of Lot 11, Assessors Plat No 45 lying Easterly of a line commencing 3.3 feet West of the Southeast corner of Lot 11, thence North 137.77 feet, West 9.15 feet, North 28.74 feet, West 13.2 feet, North 02degrees 05minutes20seconds West 8 feet to the Northwest corner of Lot 18 & the point of beginning, North Gardens Subdivision, from "R-6A" Urban Detached Residential to "R-AR" Residential Adaptive Reuse

Section 2. All ordinances or parts of ordinances inconsistent with the provisions hereof are hereby repealed.

Section 3. This ordinance was duly adopted by the Lansing City Council on _____, 2022, and a copy is available in the office of the Lansing City Clerk, 9th Floor, City Hall, 124 W. Michigan Avenue, Lansing, MI 48933.

Section 4. This ordinance shall take effect on the 30th day after enactment.



Chris Swope

Lansing City Clerk

July 22, 2022

Members of the Lansing City Council
10th Floor City Hall
Lansing, MI 48933

Dear Councilmembers:

The Minutes from the Meetings of the following Boards, Commissions, and Authorities of the City of Lansing were placed on file in the City Clerk's Office and are available for review in the City Clerk's Office and at the following website: [Agendas & Minutes | Lansing, MI - Official Website \(lansingmi.gov\)](https://www.lansingmi.gov/agendas-minutes)

BOARD NAME

DATE OF MEETING

Historic District Commission	April 11, 2022
HRCS Advisory Board	May 31, 2022
Planning Board	June 7, 2022
Park Board	June 8, 2022
Board of Fire Commissioners	June 11, 2022
Board of Ethics	June 14, 2022

If my staff or I can provide further assistance or information relative to the filing of these minutes, please contact us at 483-4131.

Sincerely,

Chris Swope, MMC/MiPMC
Lansing City Clerk

Lansing City Clerk's Office
Ninth Floor, City Hall, 124 W. Michigan Ave., Lansing, MI 48933-1695
517-483-4131 □ 517-377-0068 FAX
www.lansingmi.gov/clerk □ city.clerk@lansingmi.gov



On-Premises Alcohol Sales Application

Instructions	Application Information	Attachments	Approvals
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Instructions to City Clerk: Note: this license cannot be issued without approval by City Council. You may attach Council documents in the Attachment page or copy them later to the repository. Following a review of details and approval by council, choose an approval decision on the Clerk Approval row, and click **Submit**.

License Desk Approval	☒ Approved	☐ Denied
Police Approval	☒ Approved	☐ Denied
Fire Marshal Approval	☒ Approved	☐ Denied
Zoning Approval	☒ Approved	☐ Denied
Building Safety Approval	☒ Approved	☐ Denied
Treasury Approval	☒ Approved	☐ Denied
Treasurer Approval	☒ Approved	☐ Denied
Clerk Approval*	☐ Approved	☐ Denied

Previous

Next

Comments



280 N. Old Woodward
Suite 12
Birmingham, MI 48009
O 248.385.3112
C 248.835.2068
F 888.450.1682
jphowe@jphowe.com
www.jphowe.com

June 1, 2022

Ms. Sara Weber
Licensing Director
Michigan Liquor Control Commission
525 W. Allegan Street
Lansing, MI 48933

Re: Application for new Redevelopment (RDA) Class C Liquor License, SDM Liquor License, Sunday AM Sales Permit, Sunday PM Sales Permit, Sunday PM Sales Permit (Mixed Spirits Drinks), and Outdoor Service Permit
Applicant: The Old Bag of Nails Pub – Lansing, LLC
Address: 210 Cascade Blvd., Lansing, Michigan 48912

Dear Ms. Weber,

On behalf of The Old Bag of Nails Pub – Lansing, LLC, we hereby apply for a new Redevelopment (RDA) Class C Liquor License within the established Lansing Redevelopment Project Area. Our client, an established restaurant chain based in Columbus, Ohio, desires to utilize these licenses and permits at the first Old Bag of Nails Pub opening in the State of Michigan. The proposed licensed establishment meets the RDA license requirements insofar as the business will offer on-premise dining, and be open to the public at least 10 hours per day, 5 days per week.

In connection with this application, we have enclosed the following documents for your review:

1. Resolution from the Lansing City Council establishing the Redevelopment Project Area, Map of the Redevelopment Project Area, and Affidavit from the City Assessor certified by the City Clerk attesting to the amount of the investment in the Redevelopment Project Area (will be submitted via email directly to Ms. Michelle Mazurek);
2. Affidavit of attorney J. Patrick Howe attesting to the availability of escrowed on-premised liquor licenses in Wayne County (will be submitted via email directly to Ms. Michelle Mazurek);

3. LC-109b form on behalf of the Applicant;
4. LC-100 form on behalf of the Applicant;
5. LC-301 form for the Applicant;
6. Live Scan Form for Member Michal R. Purdum;
7. Live Scan Form for Member Timothy E. Miller;
8. Articles of Organization for the Applicant;
9. Operating Agreement for the Applicant;
10. Lease Agreement; and
11. Check payable to the State of Michigan in the amount of \$140.00 to cover the application fee.

We trust that the enclosed documents will allow you to authorize this application for investigation. Should you have any questions or concerns regarding this matter, please don't hesitate to contact me.

Very truly yours,

JPHOWE, PLLC

J. Patrick Howe

Enclosures



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Business ID: _____
Request ID: _____
(For MLCC Use Only)

New On-Premises Redevelopment or Development District License Questionnaire

Complete and submit this questionnaire along with a fully completed On-Premises Retailer License & Permit Application (LCC-100a) with the documents required to be submitted with that form and any other documents required as listed below.

Part 1 - Applicant Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it is filed with the State of Michigan Corporation Division.

Applicant name(s): The Old Bag of Nails Pub - Lansing, LLC		
Address to be licensed: 210 Cascade Blvd.		
City: Lansing, MI	Zip Code: 48912	
City/township/village where license will be issued: Lansing		County: Ingham
Contact Name: J. Patrick Howe	Phone: 248-385-3112	Email: jphowe@jphowe.com
Mailing address (if different from above): 1331 Walcutt Rd.		
City: Columbus, OH	Zip Code: 43228	

I am applying for the following on-premises redevelopment or development district license:

☒ **MCL 436.1521a(1)(a) - Redevelopment (RDA) License - Complete Parts 2a, 3, 4, & 5**

Select one: ☒ Class C ☐ B-Hotel ☐ Tavern ☐ A-Hotel

- The proposed licensed premises must be located in a redevelopment project area defined by the local governmental unit and the investment in the redevelopment project area must meet one (1) of following requirements:
 - Investment of not less than \$50 million in cities, townships, or villages having a population of 50,000 or more
 - Investment of not less than \$1 million per 1,000 people in cities, townships, or villages having a population of less than 50,000
- The licensed business must be engaged in activities related to dining, entertainment, or recreation and provide that activity not less than five (5) days per week
- The licensed business must be open to the public not less than ten (10) hours per day, five (5) days per week
- The initial enhanced license fee for a license issued under this section is \$20,000.00

☐ **MCL 436.1521a(1)(b) - Development District (DDA) License - Complete Parts 2b, 3, 4, & 5**

Select one: ☐ Class C ☐ B-Hotel ☐ Tavern ☐ A-Hotel

- The proposed licensed premises must be located in one of the development districts or areas listed in MCL 436.1521a(1)(b):
 - Tax Increment Finance Authority District Under Part 3 of Public Act 57 of 2018 (Formerly Public Act 450 of 1980)
 - Corridor Improvement Authority Act Development Area under Part 6 of Public Act 57 of 2018 (Formerly Public Act 280 of 2005)
 - Downtown Development Authority (DDA) District under Part 2 of Public Act 57 of 2018 (Formerly Public Act 197 of 1975)
 - Principal Shopping District under Public Act 120 of 1961
- The total investment in real and personal property within the development district or area shall not be less than \$200,000.00 over a period of the preceding five (5) years.
- The building may be new construction or the restoration or rehabilitation of an existing building.
- The building that will house the proposed licensed premises must have at least \$75,000.00 expended for new construction or the rehabilitation or restoration of the building over the preceding five (5) years or a commitment for a capital investment of at least \$75,000.00 in the building that must be expended before the license is issued.
- The licensed business must be engaged in activities related to dining, entertainment, or recreation.
- The licensed business must be open to the general public and have a seating capacity of not less than 25 persons.
- The initial enhanced license fee for a license issued under this section is \$20,000.00.

Please Note: Pursuant to MCL 436.1521a(8) a license issued under MCL 436.1521a cannot be transferred to another location and if the licensee goes out of business the license issued under MCL 436.1521a shall be surrendered by the licensee to the Commission and the Commission will terminate the license.

Part 2a - MCL 436.1521a(1)(a) - Redevelopment (RDA) License Required Documents

☒ Resolution from local governmental unit establishing the redevelopment project area
☒ Affidavit from the assessor, certified by the city, township, or village clerk, which states the following: • The amount of investment money expended for manufacturing, industrial, residential, and commercial development within the redevelopment project area during the preceding three (3) years (must specifically state start and end dates for the investment, i.e. January 1, 2013, to December 31, 2015). • Statement that the amount of commercial investment in the redevelopment project area constitutes not less than 25% of the total investment in real and personal property in the area.
☒ Legible map of the redevelopment project area which clearly labels all street names

Part 2b - MCL 436.1521a(1)(b) - Development District (DDA) License Required Documents

☐ Resolution from local governmental unit establishing the development district or area which specifically references the statute under which the area was established: • Part 3 of Public Act 57 of 2018 (Formerly Public Act 450 of 1980) for Tax Increment Finance Authorities • Part 6 of Public Act 57 of 2018 (Formerly Public Act 280 of 2005) for Corridor Improvement Authorities • Part 2 of Public Act 57 of 2018 (Formerly Public Act 197 of 1975) for Downtown Development Authorities • Public Act 120 of 1961 for Principal Shopping Districts
☐ Affidavit from the assessor, certified by the city, township, or village clerk, which states the following: • The total amount of public and private investment in real and personal property within the development district or area over a period of the preceding five (5) years (must specifically state start and end dates for the investment, i.e. January 1, 2011, to December 31, 2015).
☐ Legible map of the development district or area which clearly labels all street names

Part 3 - Available License Search

MCL 436.1521a(9) requires any person signing an application for an on-premises Redevelopment or Development District license to verify that he or she attempted to purchase any of the on-premises licenses that are in escrow that do not have a pending transfer on file with the MLCC within the county in which the applicant for the on-premises Redevelopment or Development District license proposes to operate.

You should not apply for an on-premises Redevelopment or Development District license if there is an available quota license in the local governmental unit in which the proposed licensed business will be located. You may verify the availability of quota licenses on the Commission's website using the [Local Government Quota search page](#).

☒ I verify that I have attempted to purchase any readily available on-premises escrowed licenses that do not have pending transfers on file with the MLCC in the county where the proposed licensed business will be located. • Applicant should provide a notarized affidavit outlining all attempts and responses (or lack thereof) to secure a readily available on-premises license. • Applicant should send certified letters of inquiry as to the availability of the license to each licensee at the address listed on the licensee listing report provided by the MLCC. • Applicant should submit copies of the letters sent, certified tags, signed certified return receipts, copies of any envelopes returned by the USPS, and copies of any correspondence received from the licensees. • Applicant should provide dates, the name of the person contacted, and a synopsis of the conversation if escrowed licensees are contacted by telephone. • Applicant should provide documentation regarding the fair market value of the license based on where the applicant will be located, if determinable, the size and scope of the proposed operation, and/or the existence of mandatory contractual restrictions or inclusion attached to the sale of the license when indicating to the MLCC that purchase of a license is not economically feasible or the license is not readily available.
☒ There are no readily available on-premises licenses in escrow in the county where the proposed licensed business will be located.
☒ There are no unissued, on-premises quota licenses readily available in the local governmental unit where the proposed licensed business will be located.

Part 4 - Local Governmental Approval

An applicant for a new on-premises Redevelopment or Development District license requires approval by the legislative body of the local governmental unit in which the licensed premises will be located. Applicants for a license in a city that has a population of 600,000 or more do not require local governmental approval. Please use the Local Governmental Unit Approval Form (LCC-106) or obtain a resolution from the local governmental unit that contains the same information required on the form. The form or a resolution from the city, village, or township must specifically state the applicant's legal name, if an individual person, or the corporate name of the business, the proposed licensed address, and contain a recommendation for the issuance of a license under one of the two following options:

- New Class C* license issued under the provisions of MCL 436.1521a(1)(a)
- New Class C* license issued under the provisions of MCL 436.1521a(1)(b)

**May substitute other license types such as Tavern, A-Hotel, or B-Hotel licenses*

Part 5 - Signature of Applicant

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false or fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

I certify that I understand that pursuant to MCL 436.1521a(8) a license issued under MCL 436.1521a cannot be transferred to another location and that if the licensee goes out of business the license issued under MCL 436.1521a shall be surrendered by the licensee to the Commission and the Commission will terminate the license.

J. Patrick Howe, Authorized Agent

Print Name of Applicant & Title

Signature of Applicant

May 13, 2022

Date

Please return this completed form along with corresponding documents:

Michigan Liquor Control Commission

Mailing address: P.O. Box 30005, Lansing, MI 48909

Hand deliveries: Constitution Hall - 525 W. Allegan, Lansing, MI 48933

Overnight packages: 2407 N. Grand River Ave., Lansing, MI 48906

Fax to: 517-763-0059



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Business ID: _____
Request ID: _____
(For MLCC Use Only)

On-Premises Retailer License & Permit Application (LCC-100a)

Part 1 - Applicant Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it is filed with the State of Michigan Corporation Division.

Applicant name(s): The Old Bag of Nails Pub - Lansing, LLC	
Address to be licensed: 210 Cascade Blvd.	
City: Lansing, MI	Zip Code: 48912
City/township/village where license will be issued: Lansing	County: Ingham
Federal Employer Identification Number (FEIN): [REDACTED]	

1. Are you requesting a new license? ☒ Yes ☐ No
2. Are you applying ONLY for a new permit or permission? ☐ Yes ☒ No
3. Are you buying an existing license? ☐ Yes ☒ No
4. Are you transferring the classification of an existing on premises license? ☐ Yes ☒ No
5. Are you modifying the size of the licensed premises? ☐ Yes ☒ No
If Yes, specify: ☐ Adding Space ☐ Dropping Space ☐ Redefining Licensed Premises
6. Are you transferring the location of an existing license? ☐ Yes ☒ No
7. Is this license being transferred as the result of a default or court action? ☐ Yes ☒ No
8. Do you intend to use this license actively? ☒ Yes ☐ No

Leave Blank - MLCC Use Only

Part 2 - License Transfer Information (If Applicable)

If transferring ownership of a license ONLY and not transferring the location of a license, fill out only the name of the current licensee(s)

Current licensee(s): N/A	
Current licensed address:	
City:	Zip Code:
City/township/village where license is issued:	County:

Part 3 - Licenses, Permits, and Permissions

Applicants for on premises licenses, permits, and permissions (e.g. restaurants, hotels, bars, etc.) must complete the attached Schedule A and return it with this application. Transfer the fee calculations from the Schedule A to Part 4 below.

Part 4 - Inspection, License, and Permit Fees - Make checks payable to State of Michigan

Inspection Fees - Pursuant to MCL 436.1529(4) a nonrefundable inspection fee of \$70.00 shall be paid to the Commission by an applicant or licensee at the time of filing of a request for a new license or permit, a request to transfer ownership or location of a license, a request to increase or decrease the size of the licensed premises, or a request to add a bar. Requests for a new permit in conjunction with a request for a new license or transfer of an existing license do not require an additional inspection fee.

License and Permit Fees - Pursuant to MCL 436.1525(1), license and permit fees shall be paid to the Commission for a request for a new license or permit or to transfer ownership or location of an existing license.

Inspection Fees: 140.00	License & Permit Fees: @ Annual	TOTAL FEES: 140.00
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Schedule A - Licenses, Permits, & Permissions

Applicant name: _____

On-Premises License Type:

New Transfer

Base Fee:

Fee Code
MLCC Use
Only

- ☐ ☐ B-Hotel License \$600.00
Number of guest rooms: _____
- ☐ ☐ A-Hotel License \$250.00
Number of guest rooms: _____
- ☒ ☐ Class C License \$600.00
- ☐ ☐ Tavern License \$250.00
- ☐ ☐ Resort License Upon Licensure
- ☒ ☐ DDA/Redevelopment License Upon Licensure
- ☐ ☐ Brewpub License \$100.00
- ☐ ☐ G-1 License \$1,000.00
- ☐ ☐ G-2 License \$500.00
- ☐ ☐ Aircraft License \$600.00
- ☐ ☐ Watercraft License \$100.00
- ☐ ☐ Train License \$100.00
- ☐ ☐ Continuing Care Retirement Center License \$600.00
- ☐ MCL 436.1545(1)(b)(i) ☐ MCL 436.1545(1)(b)(ii)

B-Hotel or Class C Licenses Only:

- ☐ ☐ Additional Bar(s)
Number of Additional Bars: _____

B-Hotel or Class C licenses allow licensees to have one (1) bar within the licensed premises. A \$350.00 licensing fee is required for each additional bar over the one (1) bar initially issued with the license.

Licenses, permits, and permissions selected on this form will be investigated as part of your request. Please verify your information prior to submitting your application, as some licenses, permits, or permissions cannot be added to your request once the application has been sent out for investigation by the Enforcement Division.

Inspection, License, Permit, & Permission Fee Calculation

Number of Licenses: 2 x \$70.00 Inspection Fee

Total Inspection Fee(s): 140.00

Total License Fee(s): _____

Total Permit Fee(s): _____

TOTAL FEES DUE: 140.00

Please note that requests to transfer SDD licenses will require the payment of additional fees based on the seller's previous calendar year's sales. These fees will be determined prior to issuance of the license to the applicant.

Make checks payable to State of Michigan

On-Premises Permits:

Base Fee:

Fee Code
MLCC Use
Only

- ☒ Sunday Sales Permit (AM)* \$160.00
- ☒ Sunday Sales Permit (PM)**
- ☐ Catering Permit \$100.00
- ☐ Social District Permit \$250.00
- ☐ Banquet Facility Permit - Complete Form LCC-200

A Banquet Facility Permit is an extension of the license at a different location. It may have its own permits and permissions. It is not a banquet room on the licensed premises.

- ☒ Outdoor Service No charge
- ☒ Dance Permit No charge
- ☒ Entertainment Permit No charge
- ☐ Extended Hours Permit: No charge

☐ Dance ☐ Entertainment Days/Hours: _____

☐ Specific Purpose Permit: No charge

Activity requested: _____

Days/Hours requested: _____

- ☐ Living Quarters Permit No charge
- ☐ Topless Activity Permit No charge
- ☐ Off-Premises Storage No charge
- ☐ Direct Connection(s) No charge

Pursuant to MCL 436.1533, on-premises retailers may be issued a Specially Designated Merchant (SDM) license or a Specially Designated Distributor (SDD) license at the same location in conjunction with the on-premises license under certain circumstances.

Off-Premises License Type:

New Transfer

Base Fee:

Fee Code
MLCC Use
Only

- ☒ ☐ SDM License \$100.00
- ☐ ☐ SDD License \$150.00

Off Premises Permits:

Base Fee:

- ☐ SDD Sunday Sales Permit (PM)** \$22.50
For Spirit Products
- ☐ SDM Sunday Sales Permit (PM)** \$15.00
For Mixed Spirit Drink Products
- ☐ Motor Vehicle Fuel Pumps No charge

*Sunday Sales Permit (AM) allows the sale of spirits, mixed spirit drink, beer, and wine on Sunday mornings between 7:00am and 12:00 noon, if allowed by the local unit of government.

**Sunday Sales Permit (PM) allows the sale of spirits and mixed spirit drink on Sunday afternoons and evenings between 12:00 noon and 2:00am (Monday morning), if allowed by the local unit of government. No Sunday Sales Permit (PM) is required for the sale of beer and wine on Sunday after 12:00 noon. The Sunday Sales Permit (PM) fee is 15% of the fee for the license that allows the sale of spirits or mixed spirit drink. Additional bar fees and hotel room fees are also calculated as part of the permit fee. A separate Sunday Sales Permit (PM) is required for each license that will sell spirits or mixed spirit drink on Sunday after 12:00 noon.

Part 5a - Information on Individual Applicant, Stockholder, Member, or Limited Partner

Each individual, stockholder, member, or partner must complete Part 5a, 5b, and 5c. If a stockholder or member of an applicant company is a corporation or limited liability company, complete Part 5a and 5c and submit a completed [Form LCC-301](#).

For applications with multiple individuals, stockholders, members, or partners - each person or entity must complete a separate copy of this page.

Name: Michael R Purdum			
Home address: 2383 Cambridge Blvd			
City: Columbus		State: OH	Zip Code: 43221
Business Phone: 614.870.3273	Cell Phone: [REDACTED]	Email: mike.purdum@oldbagofnails.com	
Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If Yes , please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write "chain" below. Pursuant to MCL 436.1603, a retailer licensee <u>may not</u> hold interest in a manufacturer or wholesaler licensee. ☐ Yes ☒ No			
Do you hold 10% or more interest in the applicant entity? ☒ Yes ☐ No			
If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed " Livescan Fingerprint Background Request " with your application.			

Part 5b - Personal Information (Individuals) - Must be at least 21 years of age, pursuant to administrative rule R 436.1105(1)(a).

Date of Birth: [REDACTED]	Social Security Number: [REDACTED]	Driver's License Number: [REDACTED]
Are you a citizen of the United States of America? ☒ Yes ☐ No		
Have you ever legally changed your name? ☐ Yes ☒ No		
If you answered "yes", please list your prior name(s) (including maiden):		
Spouse's full name (if currently married): Tara J. (Saccocio) Purdum		
Spouse's date of birth: [REDACTED]	Is your spouse a citizen of the United States of America? ☒ Yes ☐ No	
Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan? ☐ Yes ☒ No		
Does your spouse hold a retail, manufacturer, or wholesaler license issued by the MLCC? ☐ Yes ☒ No		
Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes , list below (attach additional pages if necessary): ☐ Yes ☒ No		
Date	City/State	Charge
		Disposition
Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes , list below (attach additional pages if necessary): ☐ Yes ☒ No		
Date	City/State	Charge
		Disposition

Part 5c - Signature

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003. (This form must be signed by the person whose information it contains).

Michael R Purdum

Print Name

Signature

Date

Part 5a - Information on Individual Applicant, Stockholder, Member, or Limited Partner

Each individual, stockholder, member, or partner must complete Part 5a, 5b, and 5c. If a stockholder or member of an applicant company is a corporation or limited liability company, complete Part 5a and 5c and submit a completed Form LCC-301.

For applications with multiple individuals, stockholders, members, or partners - each person or entity must complete a separate copy of this page.

Name: Timothy Miller			
Home address: 1266 CLAVIEN AVE N			
City: Columbus		State: OH	Zip Code: 43235
Business Phone: 614.221.2121	Cell Phone: [REDACTED]	Email: tmiller@isaacwiles.com	
Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If Yes, please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write "chain" below. Pursuant to MCL 436.1603, a retailer licensee <u>may not</u> hold interest in a manufacturer or wholesaler licensee. ☐ Yes ☒ No			
Do you hold 10% or more interest in the applicant entity? ☒ Yes ☐ No			
If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed " <u>Livescan Fingerprint Background Request</u> " with your application.			

Part 5b - Personal Information (Individuals) - Must be at least 21 years of age, pursuant to administrative rule R 436.1105(1)(a).

Date of Birth: [REDACTED]	Social Security Number: [REDACTED]	Driver's License Number: [REDACTED]
Are you a citizen of the United States of America?		☒ Yes ☐ No
Have you ever legally changed your name?		☐ Yes ☒ No
If you answered "yes", please list your prior name(s) (including maiden):		
Spouse's full name (if currently married): Janet D. Miller		
Spouse's date of birth: [REDACTED]	Is your spouse a citizen of the United States of America? ☒ Yes ☐ No	
Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan? ☐ Yes ☒ No		
Does your spouse hold a retail, manufacturer, or wholesaler license issued by the MLCC? ☐ Yes ☒ No		
Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary): ☐ Yes ☒ No		
Date	City/State	Charge
Disposition		
Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary): ☐ Yes ☒ No		
Date	City/State	Charge
Disposition		

Part 5c - Signature

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing false or fraudulent information is a violation of the Liquor Control Code pursuant to MCL 436.2003. (This form must be signed by the person whose information it contains).

Timothy E. Miller

Print Name



Signature

3/19/22

Date

Part 6 - Contact Information

Provide information on the contact person for this application. Please note that corporations and limited liability companies must provide documentation (e.g. meeting minutes, corporate resolution) authorizing anyone other than the applicant or an attorney of record to be the contact person. If an authorization is not provided, your contact person will not be acknowledged if they are anyone other than the applicant or attorney.

What is your preferred method of contact?		☐ Phone	☐ Mail	☒ Email	☐ Fax
What is your preferred method for receiving a Commission Order?		☐ Mail	☒ Email	☐ Fax	
Contact name: J. Patric Howe	Relationship: Attorney				
Mailing address: 280 N. Old Woodward Ave., Suite 12					
City: Birmingham		State: MI		Zip Code: 48009	
Phone: 248-385-3112	Fax number: 888-450-1682		Email: jphowe@jphowe.com		

Part 7 - Attorney Information (If You Have An Attorney Representing You For This Application)

Attorney name: J. Patrick Howe		Member Number: P- 68634	
Attorney address: 280 N. Old Woodward Ave., Suite 12, Birmingham, MI 48009			
Phone: 248-385-3112	Fax number: 888-450-1682	Email: jphowe@jphowe.com	
Would you prefer that we contact your attorney for all licensing matters related to this application?		☒ Yes ☐ No	
Would you prefer any notices or closing packages be sent directly to your attorney?		☒ Yes ☐ No	

Part 8 - Signature of Applicant

Be advised that the information contained in this application will only be used for this request. This section will need to be completed for each subsequent request you make with this office.

Notice: When purchasing a license, a buyer can be held liable for tax debts incurred by the previous owner. Prior to committing to the purchase of any license or establishment, the buyer should request a tax clearance certificate from the seller that indicates that all taxes have been paid up to the date of issuance. Obtaining sound professional assistance from an attorney or accountant can be helpful to identify and avoid any pitfalls and hidden liabilities when buying even a portion of a business. Sellers can make a request for the tax clearance certificate through the Michigan Department of Treasury.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing false or fraudulent information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

J. Patrick Howe, Authorized Agent

Print Name of Applicant & Title

Signature of Applicant

5/13/22

Date

Please return this completed form along with corresponding documents and fees to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Overnight deliveries: 2407 N. Grand River Avenue, Lansing, MI 48906
Fax to: 517-284-8557



Report of Stockholders, Members, or Partners (LCC-301)

Part 1 - Licensee Information

Please state your name as it is filed with the State of Michigan Corporation Division.

Licensee name(s): The Old Bag of Nails Pub - Lansing, LLC

Address: 210 Cascade Blvd.

City: Lansing

State: MI

Zip Code: 48912

Part 2a - Corporations - Please complete this section and attach more copies of this page if more room is needed.

Name and address of all stockholders:	No. of Shares Issued:	Date Issued/Acquired:
Name and address of Corporate Officers and Directors, pursuant to administrative rule R 436.1109:		

Part 2b - Limited Liability Companies - Please complete this section and attach more copies of this page if more room is needed.

Name and address of all members:	Percent % Issued:	Date Issued/Acquired:
Michael Purdum, 2383 Cambridge Blvd., Columbus, OH 43221	90%	12/2/21
Timothy Miller, 1266 Clubview Blvd. N., Columbus, OH 43235	10%	12/2/21
Name and address of Managers and Assignees, pursuant to administrative rule R 436.1110:		
The company is managed by the Members		



Report of Stockholders, Members, or Partners (LCC-301) - Continued

Part 2c - Limited Partnerships - Please complete this section and attach more copies of this page if more room is needed.

Name and address of all partners:	Percent % Issued:	Date Issued/Acquired:

Name and address of Managers, pursuant to administrative rule R 436.1111:

Part 3 - Authorized Signers (Authorized in compliance with R 436.1109(1)(c) for a corporation or R 436.1110(1)(g) for a limited liability company)

Name & Title:	Michael Purdum, Member
Name & Title:	Timothy Miller, Member
Name & Title:	J. Patrick Howe, Authorized Agent
Name & Title:	
Name & Title:	

I certify that the authorized signers under Part 3 of this form have been authorized in compliance with R 436.1109(1)(c) for a corporation or R 436.1110(1)(g) for a limited liability company.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

J. Patrick Howe, Authorized Agent

Print Name of Applicant or Licensee & Title

Signature of Applicant or Licensee

6/1/22

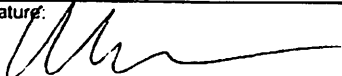
Date

Please return this completed form to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries: Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Overnight packages: 2407 N. Grand River, Lansing, MI 48906
Fax to: 517-763-0059

AUTHORITY: MCL 28.162, MCL 28.214, MCL 28.248, & MCL 28.273
COMPLIANCE: Voluntary. However, failure to complete this form will result in denial of request.

LIVE SCAN FINGERPRINT BACKGROUND CHECK REQUEST

Purpose: To conduct a civil fingerprint-based background check for employment, to volunteer, or for licensing purposes as authorized by law.
Instructions: See page two.

I. Authorizing Information			
1. Fingerprint Reason Code LL	2. Requestor/Agency ID 1479J	3. Agency Name MI Dept of Licensing & Regulatory Affairs - Liquor Control	4. Individual ID (MNU-OA)
II. Applicant Information: Type or clearly print answers in all fields before going to be fingerprinted.			
1a. Last Name Purdum	1b. First Name Michael	1c. Middle Initial R	1d. Suffix
2. Any Alternative Names, Last Names, or Aliases		3. Social Security Number (Optional)	
4. Place of Birth (State or Country)	5. Date of Birth	6. Phone Number 614-361-9224	7. Driver's License / State
9. Home Address 2383 Cambridge Blvd	10. City COLUMBUS	11. State OH	12. ZIP Code 43221
13. Sex M	14. Race W	15. Height	16. Weight
17. Eye Color		18. Hair Color	
III. Live Scan Information			
1. Date Printed 3/22/22	2. Picture ID Type Presented Ohio Drivers license	3. Transaction Control Number (TCN)	4. Live Scan Operator* Brittany John
* When an individual ID is provided, please enter the ID into the Miscellaneous Number (MNU) field on the Live Scan device. Select QA - Originating Agency Identifier and then enter the unique identifier in the Identification Code field.			
IV. Privacy Act Statement			
Authority: Acquisition, preservation, and exchange of fingerprints and associated information by the Federal Bureau of Investigation (FBI) is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application. Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI. Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine Uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.			
V. Procedure to Obtain a Change, Correction, or Update of Identification Records			
If, after reviewing his/her identification record, the subject thereof believes that it is incorrect or incomplete in any respect and wishes changes, corrections, or updating of the alleged deficiency; he/she should make application directly to the agency which contributed the questioned information. The subject of a record may also direct his/her challenge as to the accuracy or completeness of any entry on his/her record to the FBI, Criminal Justice Information Services (CJIS) Division, ATTN: SCU, Mod. D2, 1000 Custer Hollow Road, Clarksburg, WV 26306. The FBI will then forward the challenge to the agency which submitted the data requesting that agency to verify or correct the challenged entry. Upon the receipt of an official communication directly from the agency which contributed the original information, the FBI CJIS Division will make any changes necessary in accordance with the information supplied by that agency. (28 CFR § 16.34)			
VI. Consent			
I understand that my personal information and biometric data being submitted by Live Scan, will be used to search against identification records from both the Michigan State Police (MSP) and the FBI for the purpose listed above. I hereby authorize the release of my personal information for such purposes and release of any records found to the authorized requesting agency listed above.			
Signature: 		Date: 3-22-22	

RI-030 (01/2019)
Michigan State Police

LIVE SCAN FINGERPRINT BACKGROUND CHECK REQUEST

Purpose: To conduct a civil fingerprint-based background check for employment, to volunteer, or for licensing purposes as authorized by law.
Instructions: See page two.

AUTHORITY: MCL 28.162, MCL 28.214, MCL 28.248, & MCL 28.273
COMPLIANCE: Voluntary. However, failure to complete this form will result in denial of request.

1. Fingerprint Reason Code LT		2. Requestor/Agency ID 1479J		3. Agency Name MI Dept of Licensing & Regulatory Affairs - Liquor Control		4. Individual ID (MNU-OA)	
II. Applicant Information: Type or clearly print answers in all fields before going to be fingerprinted.							
1a. Last Name Miller		1b. First Name Timothy		1c. Middle Initial E		1d. Suffix	
2. Any Alternative Names, Last Names, or Aliases		3. Social Security Number (Optional)					
4. Place of Birth (State or Country)		5. Date of Birth (MM/DD/YYYY)		6. Place of Birth (State or Country)		7. Date of Birth (MM/DD/YYYY)	
8. Issuing State OH		9. Home Address 1266 COLUMBIAN AVE N COLUMBIUS OH 43235		10. City COLUMBIUS		11. State OH	
12. ZIP Code 43235		13. Sex M		14. Race White		15. Mailing Address [Redacted]	
1. Date Printed 3/22/2022		2. Picture ID Type Presented YES		3. Transaction Control Number (TCN)		4. Live Scan Operator DET. C. Mills	
IV. Privacy Act Statement Agency Identifier and then enter the unique identifier in the Identification Code field. When an individual ID is provided, please enter the ID into the Miscellaneous Number (MNU) field on the Live Scan device. Select OA - Originating							
V. Procedure to Obtain a Change, Correction, or Update of Identification Records If, after reviewing his/her identification record, the subject thereof believes that it is incorrect or incomplete in any respect and wishes changes, corrections, or updating of the alleged deficiency, he/she should make application directly to the agency which contributed the question information. The subject of a record may also direct his/her challenge as to the accuracy or completeness of any entry on his/her record to the FBI, Criminal Justice Information Services (CJIS) Division, ATTN: SCU, Mod. D2, 1000 Custer Hollow Road, Clarksburg, WV 26306. The FBI will then forward the challenge to the agency which submitted the data requesting that agency to verify or correct the challenged entry. Upon the receipt of an official communication directly from the agency which contributed the original information, the FBI CJIS Division will make any changes necessary in accordance with the information supplied by that agency. (28 CFR § 16.34)							
VI. Consent I understand that my personal information and biometric data being submitted by Live Scan, will be used to search against identification records from both the Michigan State Police (MSP) and the FBI for the purpose listed above. I hereby authorize the release of my personal information for such purposes and release of any records found to the authorized requesting agency listed above.							
Signature: [Signature]		Date: 3/22/22					



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
12/02/2021	202133602602	DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG (LCP)	99.00	0.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

ISAAC WILES BURKHOLDER & TEETOR
TWO MIRANOVA PLACE, STE. 700
COLUMBUS, OH 43215

**STATE OF OHIO
CERTIFICATE**

**Ohio Secretary of State, Frank LaRose
4782154**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

OLD BAG OF NAILS PUB-LANSING, LLC

and, that said business records show the filing and recording of:

Document(s)

DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG
Effective Date: 12/02/2021

Document No(s):

202133602602



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
2nd day of December, A.D. 2021.


Ohio Secretary of State



Toll Free: 877.767.3453 | Central Ohio: 614.466.3910

OhioSoS.gov | business@OhioSoS.gov

File online or for more information: OhioBusinessCentral.gov

Articles of Organization for a Domestic Limited Liability Company

Filing Fee: \$99

Form Must Be Typed

CHECK ONLY ONE (1) BOX

(1) Articles of Organization for Domestic
☒ For-Profit Limited Liability Company
(115-LCA)

(2) Articles of Organization for Domestic
☐ Nonprofit Limited Liability Company
(115-LCA)

Name of Limited Liability Company **Old Bag of Nails Pub-Lansing, LLC**

(Name must include one of the following words or abbreviations:
"limited liability company", "limited", "LLC", "L.L.C.", "Ltd.", or "Ltd.")

Optional: Effective Date (MM/DD/YYYY) **12/2/2021**

(The legal existence of the limited liability company
begins upon the filing of the articles or on a later date
specified that is not more than ninety days after filing.)

Optional: This limited liability company shall exist for
Period of Existence

Optional: Purpose

** Note for Nonprofit LLCs

The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit limited liability company secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided. **

Original Appointment of Statutory Agent

The undersigned authorized member(s), manager(s) or representative(s) of

Old Bag of Nails Pub-Lansing, LLC

(Name of Limited Liability Company)

hereby appoint the following to be Statutory Agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is:

TIMOTHY E. MILLER

(Name of Statutory Agent)

TWO MIRANOVA PLACE, SUITE 700

(Mailing Address)

COLUMBUS

(Mailing City)

OH

(Mailing State)

43215

(Mailing ZIP Code)

Acceptance of Appointment

The Undersigned, TIMOTHY E. MILLER, named herein as the
(Name of Statutory Agent)

Statutory agent for Old Bag of Nails Pub-Lansing, LLC
(Name of Limited Liability Company)

hereby acknowledges and accepts the appointment of statutory agent for said limited liability company.

Statutory Agent Signature TIMOTHY E. MILLER
(Individual Agent's Signature / Signature on Behalf of Business Serving as Agent)

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Articles and original appointment of agent must be signed by a member, manager or other representative.

If the authorized representative is an individual, then they must sign in the "signature" box and print his/her name in the "Print Name" box.

If the authorized representative is a business entity, not an individual, then please print the entity name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print his/her name and title/authority in the "Print Name" box.

TIMOTHY E. MILLER

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

THE OLD BAG OF NAILS PUB - LANSING, LLC

Operating Agreement

THIS OPERATING AGREEMENT ("Agreement") is effective on this 2nd day of December, 2021, by and between the undersigned persons who are to become the members of The Old Bag of Nails Pub - Lansing, LLC, an Ohio limited liability company (the "Company").

SECTION I DEFINED TERMS

Many of the terms contained in this Agreement are hereafter specifically defined in Appendix A. Those terms, as well as other terms which may be defined in the text of this Agreement, shall, throughout this Agreement, have the meanings respectively ascribed to them.

SECTION II FORMATION AND NAME; OFFICE; PURPOSE; TERM

2.1 Organization. The parties hereby organize a limited liability company pursuant to the Act and the provisions of this Agreement and, for that purpose, have caused Articles of Organization to be prepared, executed and filed with the Ohio Secretary of State ("OSOS") on December 2, 2021.

2.2 Name of the Company. The name of the Company shall be **The Old Bag of Nails Pub- Lansing, LLC**. The Company may do business under that name and under any other name or names upon which the Members agree. If the Company does business under a name other than that set forth in its Articles of Organization, then the Company shall file trade name registrations or fictitious name certificates as required by law. The Company will also be doing business in the State of Michigan. Accordingly, the Company will register to do business in that state and any other state in which it does business.

2.3 Purpose. The purpose of the Company is to (i) manage and operate restaurants/bars and to do any and all things necessary, appropriate, convenient, or incidental to those purposes, and (ii) engage in any lawful act, activity, or business not contrary to and for which a limited liability company may be formed under the laws of the State of Ohio.

2.4 Term. The term of the Company began upon the filing of the Articles of Organization with OSOS and shall have perpetual existence, unless its existence is sooner terminated pursuant to Section VII of this Agreement.

2.5 Principal Office. The principal office of the Company shall be located Columbus, Ohio, or at any other place within the State of Ohio upon which the Members select.

2.6 Statutory Agent. The name and address of the Company's statutory agent in the State of Ohio shall be:

Timothy E. Miller, Esq.
ISAAC, WILES & BURKHOLDER, LLC
Two Miranova Place, Suite 700
Columbus, Ohio 43215

2.7 Members. The name, present mailing address, taxpayer I.D. number, the Membership Units, Percentage and Initial Capital Contribution of each Member are as follows:

<u>Name, Address and Taxpayer I.D. Number</u>	<u>Units/Percentages</u>	<u>Initial Capital Contribution</u>
Michael Purdum 2383 Cambridge Blvd. Columbus, OH 43221	900/90%	\$90.00
Timothy E. Miller 1266 Clubview Blvd. N. Columbus, OH 43235	100/10%	\$10.00

SECTION III MEMBERS, CAPITAL, CAPITAL ACCOUNTS

3.1 Initial Capital Contributions. Upon the execution of this Agreement, the Members shall contribute to the Company, as capital, cash in the amounts set forth opposite their respective names in Section 2.7 above.

3.2 No Additional Capital Contributions Required. No Member shall be required to contribute any additional capital to the Company. No Member shall have any personal liability for any obligations of the Company.

3.3 No Interest on Capital Contributions. Interest Holders shall not be paid interest on their Capital Contributions.

3.4 Return of Capital Contributions. Except as otherwise provided in this Agreement, no Interest Holder shall have the right to receive the return of any Capital Contribution.

3.5 Form of Return of Capital. If an Interest Holder is entitled to receive a return of a Capital Contribution, the return of the Capital Contribution shall be in cash and the Interest Holder shall not be entitled to any of the property or assets of the Company.

3.6 Capital Accounts. A separate Capital Account shall be maintained for each Interest Holder.

3.7 Loans. Any Member may, at any time, make or cause a loan to be made to the Company in any amount and on those terms upon which the Company and the Member agree in writing. Such loan shall be evidenced by a promissory note and such other documents or security, as the Members agree. This provision shall have no impact upon the Company's ability to make loans.

SECTION IV PROFIT, LOSS, AND DISTRIBUTIONS

4.1 Distributions of Cash Flow and Capital Proceeds. Cash flow for each taxable year of the Company and/or distributions of Capital Proceeds shall be distributed to the Interest Holders in proportion to their percentages as stated in Section 2.7. All distributions shall be made no later than seventy-five (75) days after the end of the taxable year.

4.2 Allocations of Profit or Loss. Profit or Loss of all types, including but not limited to Profit and Loss resulting from Capital Transactions, shall be allocated to the Interest Holders in proportion to their percentages as stated in Section 2.7.

4.3 General.

4.3.1. Except as otherwise provided in this Agreement, the timing and amount of all distributions shall be determined by the unanimous consent of the Members, except the Company shall make minimum distributions, in accordance with Section 4.1, in each taxable year equal to the amount of taxes each Member will owe as a result of the Profit allocated to each Member for that taxable year.

4.3.2. All Profit and Loss shall be allocated, and all distributions shall be made to the Persons shown on the records of the Company to have been Interest Holders, as of the last day of the taxable year for which the allocation or distribution is to be made. Notwithstanding the foregoing, unless the Company's taxable year is separated into segments, if there is a Transfer or an Involuntary Withdrawal during the taxable year, the Profit and Loss shall be allocated between the original Interest Holder and the successor on the basis of the number of days each was an Interest Holder during the taxable year.

SECTION V MANAGEMENT: RIGHTS, POWERS, AND DUTIES

5.1 Management. The Company shall be managed by one General Manager, who may, but need not, be a Member. The decision as to who shall serve as the General Manager shall be made by a vote of not less than ninety-five percent (95%) of the Percentages then held by all Members. Michael Purdum is hereby designated to serve as the initial General Manager and shall serve as the General Manager until his successor is duly elected and qualified. The General Manager shall have the

authority to manage the day-to-day business of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's day-to-day business including purchasing of inventory, production and sale of food items, hiring, supervision and termination of employees, payment of all bills and expenses incurred in the day-to-day operation of the Company, and deposit of revenue into the Company's account.

5.2 General Powers. The General Manager shall manage and operate the day-to-day business of the Company for the purposes herein stated, and to make all decisions affecting such business and affairs, including the power to:

5.2.1 acquire by purchase, lease, or otherwise, any personal property, tangible or intangible;

5.2.2 construct, operate, maintain, finance, and improve, and to own, sell, convey, assign, mortgage, or lease any personal property;

5.2.3 sell, dispose, trade, or exchange Company assets in the ordinary course of the Company's business;

5.2.4 enter into agreements and contracts and to give receipts, releases, and discharges;

5.2.5 purchase liability and other insurance to protect the Company's properties and business;

5.2.6 borrow money for and on behalf of the Company in amounts not to exceed \$50,000;

5.2.7 execute or modify leases with respect to any part or all of the assets of the Company;

5.2.8 prepay, in whole or in part, refinance, amend, modify, or extend any mortgages or deeds of trust which may affect any asset of the Company and in connection therewith to execute for and on behalf of the Company any extensions, renewals, or modifications of such mortgages or deeds of trust;

5.2.9 execute any and all other instruments and documents which may be necessary or in the opinion of the General Manager desirable to carry out the intent and purpose of this Agreement;

5.2.10 make any and all expenditures which the General Manager, in his sole discretion, deems necessary or appropriate in connection with the management of the affairs of the Company and the carrying out of its obligations and responsibilities under this Agreement,

including, without limitation, all legal, accounting, and other related expenses incurred in connection with the organization and financing and operation of the Company;

5.2.11 enter into any kind of activity necessary to, in connection with, or incidental to, the accomplishment of the purposes of the Company;

5.2.12 invest and reinvest Company reserves in short-term instruments or money market funds;

5.2.13 make loans for and on behalf of the Company in amounts not to exceed \$50,000;

5.2.14 pay current operating expenses, pay or establish reasonable reserves for future expenses, debt payments, and capital improvements as determined by the General Manager in his sole discretion prior to making any distributions to the Members in accordance with Article IV of this Agreement; and

5.2.15 make capital expenditures not to exceed \$50,000.

5.3 Extraordinary Transactions. Notwithstanding anything to the contrary in this Agreement, the following transactions shall be performed by the unanimous consent of the Members, and the General Manager shall not undertake any of the following without the prior approval of all of the Members:

5.3.1 the admission of additional Members to the Company;

5.3.2 the Company's engaging in business in any jurisdiction which does not provide for the registration of limited liability companies;

5.3.3 construct, operate, maintain, finance, and improve, and to own, sell, convey, assign, mortgage, or lease any real estate owned by the Company;

5.3.4 expansion of the business of the Company to other locations;

5.3.5 the sale or disposition of all or substantially all of the assets of the Company.

5.4 Limitation on Authority of Members. No Member is an agent of the Company solely by virtue of being a Member, and no Member has authority to act for the Company solely by virtue of being a Member.

5.5 Removal and Replacement of General Manager. The General Manager may be removed at any time and from time to time and for any reason by a vote of not less than ninety-five percent (95%) of the Percentages then held by all Members. A vote of not less than ninety-five percent (95%) of the Percentages then held by all Members is required for the election of a new General Manager. In addition, the powers and authority of the General Manager may be changed

from time to time and for any reason by a vote of ninety-five percent (95%) or more of the Percentages then held by all Members.

5.6 Meetings of and Voting by Members. A meeting of the Members may be called at any time by any Member. Meetings of Members shall be held at the Company's principal place of business or at any other place designated within the State by the Person calling the meeting. Not less than ten (10) nor more than ninety (90) days before each meeting, the Person calling the meeting shall give written notice of the meeting to each Member entitled to vote at the meeting. The notice shall state the time, place, and purpose of the meeting. Notwithstanding the foregoing provisions, each Member who is entitled to notice will hereby waive such requisite notice if before or after the meeting the Member signs a waiver of the notice which is filed with the records of Members' meetings, or the Member is in attendance or present at the meeting in person or by proxy. Unless this Agreement provides otherwise, at a meeting of Members, the presence in person or by proxy of Members holding at least a majority of the Percentages then held by Members constitutes a quorum. A Member may vote either in person or by written proxy signed by the Member or by his duly authorized attorney in fact.

5.6.1. In lieu of holding a meeting, and upon unanimous approval of all Members, the Members may vote or otherwise take action by a written instrument.

5.6.2. The Members may participate in and act at any meeting of the Members through the use of a conference telephone or other telecommunications equipment by means of which all persons participating in the meeting can hear each other. Participation at such meeting shall constitute attendance.

5.6.3. Except as otherwise provided in this Agreement and except those acts that require unanimous consent as set forth in the Act, wherever the consent of the Members is required to approve or take action, the affirmative vote of Members holding a majority or more of the Percentages then held by Members shall be required to approve the matter.

5.7 Arbitration of Deadlock. If any vote is required on any matter under this Agreement, and the requisite Consent to approve or disapprove the matter is not obtained ("Deadlock"), the Deadlock will be resolved as follows. The Members will first attempt to resolve the Deadlock. In the event the Members agree that they are unable to resolve the Deadlock or have not resolved the Deadlock within seven days of the vote that produced the Deadlock, either party may request that the matter be submitted to arbitration in accordance with the rules of the American Arbitration Association. Any arbitration pursuant to this provision shall be held in Franklin County, Ohio, and each Member consents to any required jurisdiction required to enforce this provision. The Members agree that the result of any arbitration under this section shall be binding.

5.8 Personal Services. No Member shall be required to perform services for the Company solely by virtue of being a Member. Unless approved by a vote of ninety-five percent (95%) or more of the Percentages then held by all Members or unless as otherwise stated herein, no Member shall be entitled to compensation for services performed for the Company. In any event,

upon substantiation of the amount and purpose thereof, the Members shall be entitled to reimbursement for expenses reasonably incurred in connection with the activities of the Company.

5.9 Duties of Parties.

5.9.1. Each member shall devote such time to the business and affairs of the Company as is necessary to carry out the Member's duties set forth in this Agreement.

5.9.2. Nothing in this Agreement shall be deemed to restrict in any way the rights of any Member, or of any Affiliate of any Member, to conduct any other business or activity whatsoever, competitive or non-competitive, and the Member shall not be accountable to the Company or to any Member with respect to that business or activity. The organization of the Company shall be without prejudice to their respective rights to maintain, expand, or diversify such other interests and activities and to receive and enjoy profits or compensation therefrom. Each Member waives any rights the Member might otherwise have to share or participate in such other interests or activities of any other Member or the Member's Affiliates. Further, it is agreed that Mike Purdum's and/or Timothy Miller's ownership and affiliation with any of The Old Bag of Nails Pubs, Pig Iron BBQs, Pour House Taverns, Chubby's bars and/or any other restaurants owned or operated by the Members are not in violation of the duties of the Members under this paragraph 5.9.

5.9.3. Each Member understands and acknowledges that the conduct of the Company's business may involve business dealings and undertakings with other Members and their Affiliates. In any of those cases, those dealings and undertakings shall be at arm's length and on commercially reasonable terms.

5.9.4. The Members and Interest Holders specifically covenant and agree that they will not reveal or disclose in any way, nor at any time, trade secrets, recipes, marketing practices, Confidential Information or customer/supplier lists of the Company to any other persons, for any reason whatsoever, regardless of whether or not they are in the restaurant business. The Members acknowledge and agree that the term "Confidential Information" includes, but is not limited to, all conversations, records, correspondence, files, lists, data, recipes and any other information relative to any aspect of the Company, its business, its operations and practices, its customers and clients, its suppliers, and its pricing and marketing practices, including all business and financial records. The Members and Interest Holders acknowledge that they have been given access to the Company's trade secrets and its Confidential Information for the purpose of enabling the Members to successfully provide services to the Company as the duties of their relationship demand; and that the confidentiality of such information is necessary to the Company's ability to compete and maintain a business reputation, client relationships and confidences. The Members and Interest Holders further acknowledge that the Company is engaged in a highly competitive business and that the trade secrets and Confidential Information are of great significance in enabling it to compete successfully in the restaurant industry. The Members and Interest Holders acknowledge and agree that all such Confidential Information and other trade secrets are, and shall be, the sole and exclusive property of the Company, and should never be used by any Member or Interest Holder for any purpose whatsoever, except in the furtherance of the Company's business or in the furtherance

of any of The Old Bag of Nails Pubs, Pig Iron BBQs, Pour House Taverns, Chubby's bars and/or any other restaurants owned or operated by the Members.

5.9.5. The Members and Interest Holders acknowledge and agree that the aforementioned restrictions are reasonable and necessary in order to protect the legitimate interests of the Company and that any violation would result in irreparable injury to the Company. The prohibitions regarding the non-disclosure of trade secrets and Confidential Information shall survive the term and termination of this Agreement.

5.10 Liability and Indemnification.

5.10.1. A Member shall not be liable, responsible, or accountable, in damages or otherwise, to any other Member or to the Company for any act performed by the Member with respect to Company matters, except for fraud, gross negligence, reckless conduct, intentional misconduct or a knowing violation of the law.

5.10.2. The Company shall indemnify each Member for any act performed by the Member with respect to Company matters, except for fraud, gross negligence, reckless conduct, intentional misconduct or a knowing violation of the law.

**SECTION VI
TRANSFER OF INTERESTS AND WITHDRAWALS OF MEMBERS**

6.1 Transfers.

6.1.1. No Person may Transfer all or any portion of or any interest or rights in the Person's Membership Rights or Membership Interest unless the following conditions ("Conditions of Transfer") are satisfied:

6.1.1.1. The Transfer will not require registration of Membership Interests or Membership Rights under any federal or state securities laws;

6.1.1.2. The transferee delivers to the Company a written instrument agreeing to be bound by the terms of Section VI of this Agreement;

6.1.1.3. The Transfer will not result in the termination of the Company pursuant to Code Section 708;

6.1.1.4. The Transfer will not result in the Company being subject to the Investment Company Act of 1940, as amended; and

6.1.1.5. The transferor or the transferee delivers the following information to the Company: (i) the transferee's taxpayer identification number; (ii) the transferee's initial tax basis in the Transferred Interest; and (iii) the transferee's address and telephone number; and

6.1.1.6. The Transfer complies with and is subject to the provisions set forth in Section 6.1.4 and 6.1.5, as the case may be.

6.1.2. If the Conditions of Transfer are satisfied, then a Member or Interest Holder may Transfer all or any portion of that Person's Membership Interest. The Transfer of a Membership Interest pursuant to this Section 6.1 shall not result, however, in the Transfer of any of the transferor's other Membership Rights, if any, and the transferee of the Membership Interest shall have no right to: (i) become a Member; (ii) exercise any Membership Rights other than those specifically pertaining to the ownership of a Membership Interest; or (iii) act as an agent of the Company. The transferee shall only be admitted as a Member upon the unanimous consent of the Members.

6.1.3. Each Member hereby acknowledges the reasonableness of the prohibition contained in this Section 6.1 in view of the purposes of the Company and the relationship of the Members. The Transfer of any Membership Rights or Membership Interests in violation of the prohibition contained in this Section 6.1 shall be deemed invalid, null and void, and of no force or effect. Any Person to whom Membership Rights are attempted to be transferred in violation of this Section shall not be entitled to vote on matters coming before the Members, participate in the management of the Company, act as an agent of the Company, receive distributions from the Company, or have any other rights in or with respect to the Membership Rights.

6.1.4 Right of First Refusal.

6.1.4.1 If a Member (individually, a "Transferor") attempts to Transfer to any Person other than another Member (a "Transferee") all or any portion of or any interest or rights in the Transferor's Membership Rights (the "Transferor Interest"), then, prior to any Transfer of the Transferor Interest, the Transferor shall give the Company written notice (the "Transfer Notice I") containing each of the following:

6.1.4.1.1 the Transferee's identity;

6.1.4.1.2 the terms and conditions of the Transfer, including the compensation to be paid to, or received by, the Transferor for the Transferor Interest; and

6.1.4.1.3 the Transferor's offer (the "Offer") to sell the Transferor Interest to the Company for a price equal to the compensation Transferor is to receive, as set forth above (the "Transfer Purchase Price").

6.1.4.2 The Offer shall be and remain irrevocable for a period (the "Offer Period") ending at 11:59 p.m., local time at the Company's principal office, on the thirtieth (30th) day following the date the Transfer Notice I is given to the Company. At any time during the Offer Period, the Company may accept the Offer by giving written notice to the Transferor of its acceptance (the "Offeree Notice"). The Transferor shall not be deemed a Member for the purpose of the vote on whether the Company shall accept the Offer. If the Company accepts the Offer, the

Offeree Notice shall fix a closing date (the "Transfer Closing Date") for the purchase, which shall be no more than ninety (90) days after the expiration of the Offer Period.

6.1.4.3 If the Company accepts the Offer, the Transfer Purchase Price shall be paid in immediately available funds on the Transfer Closing Date unless the Company elects prior to the Transfer Closing Date to pay the Transfer Purchase Price in installments pursuant to the provisions of Section 6.7 of this Agreement.

6.1.4.4 If the Company rejects or fails to accept the Offer or any part thereof (within the time and in the manner specified in this *Section*) then the Transferor shall give the other Members (the "Remaining Members") written notice (the "Transfer Notice II") containing each of the following:

6.1.4.4.1 The Transferee's identity;

6.1.4.4.2 The terms and conditions of the Transfer, including the compensation to be paid to, or received by, Transferor for the Transferor Interest; and

6.1.4.4.3 The Transferor's offer (the "Offer") to sell the Transferor Interest to the Remaining Members for a price equal to the total compensation Transferee is to receive, as set forth above (the "Transfer Purchase Price").

6.1.4.5 The Offer shall be and remain irrevocable for a period (the "Offer Period II") ending at 11:59 P.M. local time at the Company's principal office on the thirtieth (30th) day following the date the Transfer Notice II is given to the Remaining Members. At any time during the Offer Period II, a Remaining Member may accept the Offer by notifying the Transferor in writing that the Remaining Members intend to purchase all, but not less than all, of the Transferor Interest. If two (2) or more Remaining Members desire to accept the Offer, then, in the absence of an agreement between or among them, each such Remaining Member shall purchase the Transferor Interest in the proportion that his or her respective Percentage bears to the total Percentages of all of the Remaining Members who desire to accept the Offer. The closing of the purchase of the Transferor Interest shall occur on a date within 90 days of the expiration of the Offer Period II (the "Transfer Closing Date").

6.1.4.6 If any Remaining Member accepts the Offer, the Transfer Purchase Price shall be paid in immediately available funds on the Transfer Closing Date unless the Remaining members elect prior to the Transfer Closing Date to pay the Transfer Purchase Price in installments pursuant to the provisions of Section 6.7 of this Agreement.

6.1.4.7 If no Remaining Member accepts the Offer (within the time and in the manner specified in this *Section*), then the Transferor shall be free for a period (the "Free Transfer Period") of thirty (30) days after the expiration of the Offer Period II to Transfer the balance of Transferor Interest to the Transferee, for the same or greater price and on the same terms and conditions as set forth in the Transfer Notices. The Transfer shall be subject, however, to the Conditions of Transfer. If the Transferor does not Transfer the Transferor Interest within the Free

Transfer Period, the Transferor's right to Transfer the Transferor Interest pursuant to this Section shall cease and terminate.

6.1.4.8 Any Transfer by the Transferor after the last day of the Free Transfer Period or without strict compliance with the terms, provisions and conditions of this Section and the other terms, provisions, and conditions of this Agreement, shall be null and void and of no force or effect.

6.1.5 Purdum's Option to Purchase.

6.1.5.1 Michael Purdum hereby has the right to acquire any Member's Membership Rights, at any time, by giving that Member notice of his intent to purchase such Membership Rights. When exercising this right, Michael Purdum must purchase all of the Membership Rights and Membership Interests from the particular Member who receives the notice to purchase contemplated in this Section. The closing on this purchase shall occur within 30 days of the date the Member receives notice of Purdum's intention to purchase, and the Purchase Price, as set forth below, shall be paid in immediately available funds on the closing date. The Purchase Price shall be equal to the following:

6.1.5.1.1 if purchased within the first year of the date of this Agreement, the Purchase Price shall be 125% of the Book Value thereof, as defined in Sections 6.6;

6.1.5.1.2 if purchased within the second year of the date of this Agreement, the Purchase Price shall be 150% of the Book Value thereof, as defined in Sections 6.6;

6.1.5.1.3 if purchased within the third year of the date of this Agreement, the Purchase Price shall be 175% of the Book Value thereof, as defined in Sections 6.6;

6.1.5.1.4 if purchased within the fourth year of the date of this Agreement or after, the Purchase Price shall be 200% of the Book Value thereof, as defined in Sections 6.6.

6.1.6 Transfers to Members and Family. Notwithstanding anything set forth in this Agreement to the contrary, but provided that the Conditions of Transfer (excluding Sub-section 6.1.1.6) are satisfied, any Member may at any time, and from time to time, Transfer all, or any portion of, or any interest or rights in, the Member's Membership Interest or Membership Rights to (i) any other Member, or (ii) the Member's spouse, or (iii) trusts or other estate planning vehicles for the exclusive benefit of a Member.

6.1.7 Admission of Transferee as Member. Other than Transfers completed in accordance with Sections 6.1.4 or 6.1.5 or 6.1.6, the transferee of all or any portion of or any interest or rights in any Membership Right shall not be entitled to become a Member or exercise any rights of a Member and shall only be admitted as a Member upon the unanimous consent of the Members. The transferee shall be entitled to receive, to the extent transferred, only the distributions to which the transferor would be entitled.

6.2 Purchase for Investment

6.2.1. Each Member hereby represents and warrants that his acquisition of Membership Rights is made as principal for his account for investment purposes only and not with a view to the resale or distribution of the Membership Right or Membership Interest.

6.2.2. Each Member agrees that he will not sell, assign or otherwise transfer his Membership Right or Membership Interest or any fraction thereof to any Person who does not similarly represent, warrant and agree to the same restriction on the transfer of the Membership Right or Membership Interest.

6.3 Voluntary Withdrawal. No Member shall have the right or power to voluntarily withdraw from the Company, except as otherwise provided by this Agreement.

6.4 Involuntary Withdrawal. Immediately upon the occurrence of an Involuntary Withdrawal (as such term is defined in Appendix A), the successor of the Withdrawn Member shall thereupon become an Interest Holder but shall not become a Member. The successor Interest Holder shall have all the rights of an Interest Holder, and nothing more, and shall be subject to the Buy-out provisions set forth in Section 6.5.

6.5 Optional Buy-out in Event of Involuntary Withdrawal. For purposes of this Section 6.5, the "Company" shall include a nominee of the Company.

6.5.1 Immediately upon the occurrence of an Involuntary Withdrawal, the Withdrawn Member shall be deemed to offer for sale (the "Withdrawal Offer") to the Company all of the Membership Rights owned of record and beneficially by the Withdrawn Member (the "Withdrawal Interest").

6.5.2 The Withdrawal Offer shall be and remain irrevocable for a period (the "Withdrawal Offer Period") ending at 11:59 P.M., local time at the Company's principal office on the sixtieth (60th) day following the date the Members elect to continue the Company. At any time during the Withdrawal Offer Period, the Company may accept the Withdrawal Offer by notifying the Withdrawn Member (the "Withdrawal Notice") of its acceptance. The Withdrawn Member shall not be deemed a Member for the purpose of the vote on whether the Company shall accept the Withdrawal Offer.

6.5.3 If the Company accepts the Withdrawal Offer, the Withdrawal Notice shall fix a closing date (the "Withdrawal Closing Date") for the purchase that shall be not earlier than ten (10) or later than ninety (90) days after the expiration of the Withdrawal Period.

6.5.4 If the Company accepts the Withdrawal Offer, the Company shall purchase the Withdrawal Interest for a price equal to the Withdrawn Member's Percentage times the Book Value (the "Withdrawal Purchase Price"). The Withdrawal Purchase Price shall be paid in immediately available funds on the Withdrawal Closing Date unless the Company elects prior to the Withdrawal

Closing Date to pay the Withdrawal Purchase Price in installments pursuant to the provisions of Section 6.7 of this Agreement.

6.5.5 If the Company fails to accept the Withdrawal Offer, then the Withdrawing Member or the Withdrawing Member's successor, as the case may be, upon the expiration of the Withdrawal Offer Period, thereafter shall be treated as the unadmitted assignee of a Member.

6.6 Book Value.

6.6.1 The term "Book Value" means the book value, computed in accordance with generally accepted accounting principles, consistently applied, of the Company as of the end of the last full taxable year immediately preceding the year in which the event giving rise to the purchase and sale of the Membership Rights or Interest occurred (the "Book Value"). Notwithstanding anything contained in this Agreement to the contrary, the computation of Book Value shall be subject to the following provisions:

6.6.1.1 Book Value shall not include any proceeds collected or collectible by the Company under any policy or policies of life or disability insurance insuring the life or disability of a Member, as a result of the death or disability of a Member.

6.6.1.2 No additional allowance of any kind shall be made for the goodwill, trade names, or any other intangible asset or assets of the Company other than the aggregate dollar amount for any of those intangible assets appearing on the most recent balance sheet of the Company prior to the date on which Book Value is to be determined.

6.6.1.3 Reserves for contingent liabilities shall not be treated as a liability for purposes of determining Book Value.

6.6.1.4 No adjustment shall be made to Book Value as a result of any event occurring subsequent to the date as of which Book Value is to be determined.

6.6.1.5 Anything contained in this Agreement to the contrary notwithstanding, Book Value shall be calculated for the purposes of this Agreement on an accrual basis even if the Company shall have used different accounting principles for that or any prior period.

6.6.2 Book Value shall be determined by an independent accountant agreed upon by all the Members. The determination of the accountant shall, for the purposes of this Agreement, be binding and conclusive upon all parties.

6.7 Installment Buy-outs. If the Company or any of the Remaining Members, as the case may be (the "Purchaser"), elect to pay one of the Purchase Prices on an installment basis, the Purchaser shall pay 25% of the Purchase Price in cash on the Closing Date and pay the balance over a period not to exceed five (5) years by executing and delivering its or their Promissory Note to the Withdrawn Member or the Transferor (the "Payee"), together with interest at the rate of six percent

(6%) per year. Such Promissory Note shall allow for the prepayment of the note without penalty but shall be secured by a mortgage on all of the Company's real estate, if any, and a lien on all of the Company's assets.

SECTION VII DISSOLUTION, LIQUIDATION, AND TERMINATION OF THE COMPANY

7.1 Events of Dissolution. The Company shall be dissolved upon the happening of any of the following events:

- 7.1.1. upon the unanimous written agreement of the Members; or
- 7.1.2. upon an entry of a decree of judicial dissolution; or
- 7.1.3. upon the occurrence of an Involuntary Withdrawal (as such term is defined in Appendix A), unless the remaining Members, within ninety (90) days after the event or occurrence of the Involuntary Withdrawal, unanimously elect to continue the business of the Company pursuant to the terms of this Agreement.

7.2 Procedure for Winding Up and Dissolution. If the Company is dissolved, the remaining Members shall wind up its affairs. On winding up of the Company, the assets of the Company shall be distributed,

- (i) to creditors of the Company, in accordance with their priority, including Interest Holders who are creditors, in satisfaction of the liabilities of the Company;
- (ii) to Interest Holders and former Interest Holders in satisfaction of unpaid distributions;
- (iii) to Interest Holders for the return of Capital Contributions; and
- (iv) to Interest Holders in proportion to their respective Capital Accounts.

No Interest Holder shall have an obligation to restore a negative Capital Account.

7.3 Filing of Certificate of Dissolution. If the Company is dissolved, the Members shall promptly file a Certificate of Dissolution with OSOS. If there are no remaining Members, the Certificate shall be filed by the last person to be a Member.

SECTION VIII RIGHTS AND OBLIGATIONS OF MEMBERS

Limitation on Liability of Members. The liability of each Member shall be limited to his Capital Contribution and any return of his Capital Contribution received within the preceding year.

No Member shall have any other liability to contribute money to, or in respect to the liabilities or obligations of, the Company, nor shall any Member be personally liable for any obligations of the Company.

SECTION IX BOOKS, RECORDS, ACCOUNTING, AND TAX ELECTIONS

9.1 **Bank Accounts.** All funds of the Company shall be deposited in a bank account or accounts opened in the Company's name. The Members shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the persons who will have authority with respect to the accounts and the funds therein.

9.2 **Books and Records.** The Members shall keep or cause to be kept complete and accurate books and records of the Company, including all such documentation required by Section 1705.28(A). The books and records shall be maintained in accordance with sound accounting principles and practices and shall be available at the Company's principal office for examination by any Member or the Member's duly authorized representative at any and all reasonable times during normal business hours.

9.3 **Annual Accounting Period.** The annual accounting period of the Company shall be its taxable year. The Company's taxable year shall be selected by the Members, subject to the requirements and limitations of the Code.

9.4 **Reports.** Within ninety (90) days after the end of each taxable year of the Company, the Members shall cause to be sent to each person who was a Member at any time during the taxable year then ended a complete accounting of the affairs of the Company for the taxable year then ended. In addition, within ninety (90) days after the end of each taxable year of the Company, the Members shall cause to be sent to each person who was an Interest Holder at any time during the taxable year then ended, that tax information concerning the Company which is necessary for preparing the Interest Holder's income tax returns for that year.

SECTION X GENERAL PROVISIONS

10.1 **Assurances.** Each Member shall execute all such certificates and other documents and shall do all such filing, recording, publishing, and other acts as the Members deem appropriate to comply with the requirements of law for the formation and operation of the Company and to comply with any laws, rules, and regulations relating to the acquisition, operation, or holding of the property of the Company.

10.2 **Notifications.** Any notice, demand, consent, election, offer, approval, request, or other communication (collectively, a "notice") required or permitted under this Agreement must be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, return receipt requested to the Member's address in Section 2.7. A notice must be addressed to an Interest Holder at the Interest Holder's last known address on the records of the Company. A notice

to the Company must be addressed to the Company's principal office. A notice delivered personally will be deemed given only when acknowledged in writing by the person to whom it is delivered. A notice that is sent by mail will be deemed given three (3) business days after it is mailed. Any party may designate, by notice to all of the others, substitute addresses or addressees for notices; and, thereafter, notices are to be directed to those substitute addresses or addressees.

10.3 Specific Performance. The parties recognize that irreparable injury will result from a breach of any provision of this Agreement and that money damages will be inadequate to fully remedy the injury. Accordingly, in the event of a breach or threatened breach of one or more of the provisions of this Agreement, any party who may be injured (in addition to any other remedies which may be available to that party) shall be entitled to one or more preliminary or permanent orders (i) restraining and enjoining any act which would constitute a breach; or (ii) compelling the performance of any obligation which, if not performed, would constitute a breach.

10.4 Complete Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Members. It supersedes all prior written and oral statements, including any prior representation, statement, condition, or warranty. Except as expressly provided otherwise herein, this Agreement may not be amended without the written consent of all of the Members. Oral agreements which purport to amend this agreement shall not be enforceable.

10.5 Applicable Law. All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of Ohio.

10.6 Section Titles. The headings herein are inserted as a matter of convenience only and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

10.7 Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and permitted assigns.

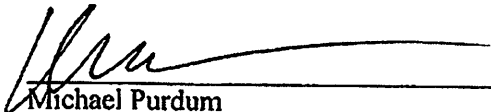
10.8 Jurisdiction and Venue. Any suit involving any dispute or matter arising under this Agreement may only be brought in the courts in the State of Ohio, Franklin County, or such other county in Ohio where the Company may relocate its principal place of business. All Members hereby consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

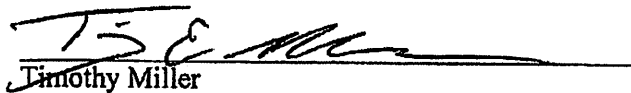
10.9 Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the identity of the person may in the context require.

10.10 Severability of Provisions. Each provision of this Agreement shall be considered severable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

10.11 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be effective, under seal, as of the date set forth hereinabove.


Michael Purdum


Timothy Miller

THE OLD BAG OF NAILS PUB - LANSING, LLC

Appendix A to Operating Agreement

DEFINED TERMS

The following capitalized terms shall have the meanings specified in this Appendix A. Other terms are defined in the text of this Agreement and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

"Act" means the Ohio Limited Liability Company Act, Ohio Revised Code Chapter 1705 as amended from time to time.

"Agreement" means this Agreement, as amended from time to time.

"Capital Account" means the account to be maintained by the Company for each Interest Holder in accordance with the following provisions:

- (i) an Interest Holder's Capital Account shall be credited with the Interest Holder's Capital Contributions, the amount of any Company liabilities assumed by the Interest Holder (or which are secured by Company property distributed to the Interest Holder), the Interest Holder's distributive share of Profit, and any item in the nature of income or gain specially allocated to such Interest Holder pursuant to the provisions of Section IV; and
- (ii) an Interest Holder's Capital Account shall be debited with the amount of money and the fair market value of any Company property distributed to the Interest Holder, the amount of any liabilities of the Interest Holder assumed by the Company (or which are secured by property contributed by the Interest Holder to the Company), the Interest Holder's distributive share of Loss, and any item in the nature of expenses or losses specially allocated to the Interest Holder pursuant to the provisions of Section IV.

If any Membership Interest is transferred pursuant to the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent the Capital Account is attributable to the transferred Membership Interest. If the book value of Company property is adjusted, the Capital Account of each Interest Holder shall be adjusted to reflect the aggregate adjustment in the same manner as if the Company had recognized gain or loss equal to the amount of such aggregate adjustment. It is intended that the Capital Accounts of all Interest Holders shall be maintained in compliance with the provisions of Regulation Section 1.704-1(b), and all provisions of this Agreement relating to the maintenance of Capital Accounts shall be interpreted and applied in a manner consistent with that Regulation.

"Capital Contribution" means the total amount of cash and the fair market value of any other assets contributed (or deemed contributed under IRS Regulation Section 1.704-1(b)(2)(iv)(d)) to the Company by a Member, net of liabilities assumed or to which the assets are subject.

"Capital Proceeds" means the gross receipts received by the Company from a Capital Transaction.

"Capital Transaction" means any transaction not in the ordinary course of business which results in the Company's receipt of cash or other consideration other than Capital Contributions, including, without limitation, proceeds of sales or exchanges or other dispositions of property not in the ordinary course of business, financings, refinancings, condemnations, recoveries of damage awards, and insurance proceeds.

"Cash Flow" means all cash funds derived from operations of the Company (including interest received on reserves), without reduction for any non-cash charges, but less cash funds used to pay current operating expenses and to pay or establish reasonable reserves for future expenses, debt payments, capital improvements, and replacements as determined by the General Manager in his sole discretion. Cash Flow shall not include Capital Proceeds but shall be increased by the reduction of any reserve previously established.

"Code" means the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

"Company" means the limited liability company formed in accordance with this Agreement.

"Interest Holder" means any person who holds a Membership Interest, whether as a Member or an unadmitted assignee of a Member.

"Involuntary Withdrawal" means, with respect to any Member, the occurrence of any of the following events:

- (i) the Member makes an assignment for the benefit of creditors;
- (ii) the Member files a voluntary petition of bankruptcy;
- (iii) the Member is adjudged bankrupt or insolvent;
- (iv) the Member files a petition or answer seeking for the Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation;
- (v) the Member files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any proceeding described in subsection (iv);

- (vi) any proceeding against the Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation, continues for one hundred twenty (120) days after the commencement thereof, or the appointment of a trustee, receiver, or liquidator for the Member of all or any substantial part of the Member's properties without the Member's agreement or acquiescence, which appointment is not vacated or stayed for ninety (90) days or, if the appointment is stayed, for ninety (90) days after the expiration of the stay during which period the appointment is not vacated;
- (vii) if the Member is an individual, the Member's death or adjudication by a court of competent jurisdiction as incompetent to manage the Member's person or property;
- (viii) if the Member is acting as a Member by virtue of being a trustee of a trust, the termination of the trust;
- (ix) if the Member is a partnership or limited liability company, the dissolution and commencement of winding up of the partnership or limited liability company;
- (x) if the Member is a corporation, the dissolution of the corporation or the revocation of its charter; or
- (xi) if the Member is an estate, the distribution by the fiduciary of the estate's entire interest in the limited liability company.

"Member" means each Person signing this Agreement and any Person who subsequently is admitted as a member of the Company.

"Membership Interest" means an Interest Holder's share of the Profits and Losses of, and the right to receive distributions from, the Company.

"Membership Rights" means all of the rights of a Member in the Company, including a Member's: (i) Membership Interest; and (ii) the rights granted to members under this Agreement or under the Act.

"OSOS" means the Ohio Secretary of State.

"Percentage" means, as to a Member, the percentage set forth after the Member's name in Section 2.7, as amended from time to time, and as to an Interest Holder who is not a Member, the Percentage of the Member whose Membership Interest has been acquired by such Interest Holder, to the extent the Interest Holder has succeeded to that Member's Membership Interest.

"Person" means and includes any individual, corporation, partnership, association, limited liability company, trust, estate, or other entity.

"Profit" and "Loss" means, for each taxable year of the Company (or other period for which Profit or Loss must be computed), the Company's taxable income or loss determined in accordance with IRC Section 703(a), with the following adjustments:

- (i) all items of income, gain, loss, deduction, or credit required to be stated separately pursuant to Code Section 703(a)(1) shall be included in computing taxable income or loss; and
- (ii) any tax-exempt income of the Company, not otherwise taken into account in computing Profit or Loss, shall be included in computing taxable income or loss; and
- (iii) any expenditures of the Company described in Code Section 705(a)(2)(B) (or treated as such pursuant to Regulation Section 1.704-1(b)(2)(iv)(i)) and not otherwise taken into account in computing Profit or Loss, shall be subtracted from taxable income or loss; and
- (iv) gain or loss resulting from any taxable disposition of Company property shall be computed by reference to the adjusted book value of the property disposed of, notwithstanding the fact that the adjusted book value differs from the adjusted basis of the property for federal income tax purposes; and
- (v) in lieu of the depreciation, amortization, or cost recovery deductions allowable in computing taxable income or loss, there shall be taken into account the depreciation computed based upon the adjusted book value of the asset.

"Transfer" means, when used as a noun, any voluntary sale, hypothecation, pledge, assignment, attachment or other transfer, and, when used as a verb, means voluntarily to sell, hypothecate, pledge, assign, or otherwise transfer.

"Voluntary Withdrawal" means a Member's dissociation with the Company by means other than a Transfer or an Involuntary Withdrawal.

JPHOWE, PLLC
280 N. Old Woodward Ave.
Suite 12
Birmingham, MI 48009

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9-32/720

6/1/22
Date

Pay to the
Order of

State of Michigan

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Chas. A. Hall Jr. 09/10

Dollars



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J.P. Morgan Chase

For

Old Bay & Nuts.



UNIVERSITY EDGE - LANSING

RESTAURANT LEASE

Dated as of February 7, 2022,

by and between

RED CEDAR STUDENT HOUSING I HOLDINGS, LLC

and

THE OLD BAG OF NAILS PUB-LANSING, LLC
d/b/a The Old Bag of Nails Pub

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EXHIBITS

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Exhibit B - Site Plan

Exhibit C - Construction

Exhibit D - Guaranty

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Exhibit F - Prohibited Uses

Exhibit G - Landlord's Financed Personal Property

RESTAURANT LEASE

This RESTAURANT LEASE is entered into as of February 7, 2022 (this "Lease") by and between the Landlord and the Tenant hereinafter named.

ARTICLE I DEFINITIONS AND CERTAIN BASIC PROVISIONS

Section 1.1

- (a) Landlord: Red Cedar Student Housing I Holdings, LLC, an Ohio limited liability company
Tax ID#: 84-3132386
- (b) Landlord's Address: c/o Continental Real Estate Companies
150 East Broad Street, Suite 800
Columbus, Ohio 43215
- (c) Tenant: The Old Bag of Nails Pub-Lansing, LLC
Tax ID#: 87-3771818
- (d) Tenant's Mailing Address: 1331 Walcutt Rd.
Columbus, Ohio 43228
- (e) Trade Name: The Old Bag of Nails Pub
- (f) Project: That certain development on the land described on Exhibit A, consisting of, as of the Effective Date, a residential development commonly known as University Edge Student Living, a retail area on the first floor of the residential development consisting of approximately 16,147 square feet of leasable area as of the date of this Lease (the "Retail Area"), the Restaurant Site and the Common Area, together with such additions and other changes as Landlord may from time to time designate as included within or excluded from the Project or any portion thereof.
- (g) Restaurant Site: "Restaurant Site" is the property containing the Premises (including the Patio), the exterior of the building in which the Premises is located (which combined with the Premises is the "Restaurant Building") and the portion of Common Area, if any, immediately adjacent to the Restaurant Building and not part of any publicly dedicated areas. It is anticipated that the Restaurant Site will ultimately be a separate real estate parcel with a separate Tax ID Number, but as of the date of this Lease, the Restaurant Site is a portion of the land described on Exhibit A. In the event the Restaurant Site becomes a separate real estate parcel, the Common Area, if any, of the Restaurant Site will be any Common Area contained within such separate real estate parcel. The Restaurant Site is shown on Exhibit B (the "Site Plan").
- (h) Premises: approximately 7,420 square feet in the location shown on the Site Plan and being all of the interior of the Restaurant Building. Actual square footage of the Premises shall include all floors, basements and mezzanines of the Premises measured to the center line of all walls common to other tenant premises and the exterior faces of all other walls without deduction or exclusion for any space occupied or used by columns, stairs, sprinkler risers, roof drains, structural braces, shafts, expansion joints, shear walls or other interior construction or equipment within the Premises. The parties acknowledge that the square footage set forth herein shall be deemed to be the actual square footage of the Premises for purposes of calculating all rental and other charges and construction allowances, if any, under this Lease, unless, within 90 days after the Commencement Date, either party, at its

own cost, causes its architect to measure the Premises and such architect certifies a different square footage. If such architect certifies a different square footage of the Premises within such 90 days, once both parties agree on such different square footage, all rental and charges and construction allowances, if any, hereunder that are expressed herein as being based on the size of the Premises shall be adjusted to reflect such actual square footage, and the parties shall amend this Lease to reflect such changes. If the parties cannot agree on the adjusted square footage, then the parties shall jointly select a third-party architect to measure the Premises, and such architect's measurement shall be binding upon the parties, and the parties shall each pay one-half of the fee charged by said third party architect to measure the Premises.

The Premises shall include the area designated "patio" on the Site Plan (or, if not specifically designated on the Site Plan, as set forth on Tenant's Plans or as otherwise agreed to and memorialized by Landlord and Tenant – the first floor patio area is shown on the Site Plan, the second floor patio/terrace area is not) (the "Patio"), provided the Patio is permitted under Laws. Notwithstanding the foregoing, the square footage of the Patio is not, and shall not be, included in the calculation of the square footage of the Premises as set forth in the previous paragraph. Except with respect to work to be performed by Landlord as part of Landlord's Work, Tenant shall be solely responsible for all costs associated with the construction of the Patio, which shall be constructed in the location, manner and using materials mutually agreed upon by Landlord and Tenant. Tenant shall be solely responsible for any destruction, damage, theft or vandalism of or to any personal property of Tenant or any of Landlord's Financed Personal Property used or stored on the Patio and Tenant shall be solely responsible for the cleaning of any such personal property of Tenant or any of Landlord's Financed Personal Property used on the Patio and the removal of any trash and debris generated as the result of the use of the Patio by Tenant and Tenant's customers. Tenant may use the Patio as set forth above only during those hours when the Premises are open for business. Tenant's use of the Patio shall comply with all Laws, including, but not limited to, compliance with any Laws pertaining to the sale and service of alcoholic beverages on the Patio, and Tenant shall be responsible for obtaining all operational permits required to use the Patio.

- (i) Term: Ten Lease Years. "Lease Year" means the period that commences on the first day of the first full month following the Commencement Date or each anniversary of such date, and terminates 12 months thereafter. If the Commencement Date occurs on a day other than the first day of a calendar month, the first Lease Year shall include the period from the Commencement Date through the end of the calendar month in which the Commencement Date occurs.
- (j) Estimated Completion Date: within 120 days after the date of this Lease.
- (k) Percentage Rental: as set forth in Article IV.
- (l) Construction Allowance: up to \$700,000.00.
- (m) Permitted Use: The Premises shall be occupied and used solely for the operation of a full-service "Old Bag of Nails" restaurant consistent with the operations at a majority of the other "Old Bag of Nails" restaurant locations operated by Tenant or an affiliate, subsidiary, franchisee, parent company or entity or any entity that controls, is controlled by or is under common control with Tenant as of the date of this Lease with such changes as have occurred at a majority of such "Old Bag of Nails" restaurants, and for no other purpose and further subject to the prohibited uses set forth on Exhibit F and the other provisions of this Lease.

Section 1.2 Each of the foregoing definitions and basic provisions shall be construed in conjunction with and limited by references thereto in other provisions of this Lease.

ARTICLE II GRANTING CLAUSE

In consideration of the obligation of Tenant to pay rent and other charges as herein provided and in consideration of the other terms, covenants and conditions hereof, Landlord hereby demises and leases to Tenant, and Tenant hereby accepts from Landlord, the Premises TO HAVE AND TO HOLD said Premises for the Term, all upon the terms and conditions set forth in this Lease. Tenant acknowledges that Tenant's leasehold interest in the Premises is subject to (i) covenants, conditions, restrictions, easements, mortgages, and other matters of record, (ii) the effect of all laws, ordinances, codes, rules, regulations and orders of all federal, state, county and city and other local governments and the appropriate departments, commissions, boards and offices thereof that are enforceable at the time in question in respect of the matter to which such term refers in this Lease (collectively, "Laws"), and (iii) general and special taxes not delinquent.

ARTICLE III CONSTRUCTION; TENANT'S OPENING

Section 3.1 Landlord's Work. (a) Landlord shall perform the work described as "Landlord's Work" on Exhibit C with such minor deviations as Landlord deems advisable and shall be obligated to perform no other work unless otherwise expressly stated herein. The Premises shall be deemed to be delivered to, and ready for occupancy by, Tenant on the date Landlord's Work is substantially complete and Landlord notifies Tenant of same in writing (the "Delivery Date"). If Landlord provides such notice after the date Landlord's Work is substantially complete, the Delivery Date shall be the date such notice is given to Tenant. Landlord may give such notice prior to the date Landlord's Work is substantially complete provided such notice sets forth the anticipated Delivery Date and is given no more than ten days prior to the Delivery Date. The Delivery Date shall occur as set forth above notwithstanding that Tenant does not take possession of the Premises at such delivery or that Tenant does not have keys to the Premises.

(b) If the Delivery Date has not occurred on or before the Estimated Completion Date, Landlord shall not be deemed to be in default hereunder or otherwise liable in damages to Tenant, nor shall the Term be affected, except that if the Delivery Date does not occur within 12 months following the Estimated Completion Date, Tenant may at its option terminate this Lease by notice to Landlord delivered at any time thereafter but prior to the Delivery Date, in which event neither party shall have any further liabilities or obligations hereunder.

(c) Landlord's liability for latent defects in Landlord's Work shall not extend beyond one year after the Delivery Date unless Tenant notifies Landlord in writing of such defect within such one-year period.

Section 3.2 Tenant's Work. (a) Within 60 days after the date of this Lease, Tenant shall submit to Landlord for approval any additional construction plans and specifications for the work described as "Tenant's Work" in Exhibit C, if any, in addition to the Landlord Construction Plans and the Tenant Construction Plans (as defined in Exhibit C) in compliance with such exhibit and in compliance with the requirements for submission of such plans for a building permit in the applicable jurisdiction. Landlord shall not unreasonably withhold its approval of such plans and specifications. If Landlord disapproves such plans and specifications, Tenant shall revise and resubmit them to Landlord within ten days and shall repeat this process until Landlord approves such plans and specifications. Landlord may approve such plans and specifications with or without qualification or comment, and such plans and specifications as approved by Landlord in writing, in addition to the Construction Plans, are referred to herein as "Tenant's Plans". If such plans and specifications are approved with qualifications or comments by Landlord, and agreed to by Tenant with such qualifications or comments (which agreement Tenant shall provide in writing), then "Tenant's Plans" shall be deemed to have been revised to incorporate such qualifications and comments whether or not Tenant has actually had them revised. In the event of any conflict between the description or scope of Landlord's Work or Tenant's Work set forth in Exhibit C and the description or scope of such work as set forth in Tenant's Plans, the description

and scope set forth in Tenant's Plans shall control to the extent of such conflict. Tenant's Work shall also include the installation of Landlord's Financed Personal Property.

(b) Upon the Delivery Date, Tenant shall proceed with due diligence to perform Tenant's Work in accordance with Tenant's Plans and to install its fixtures, furniture and equipment. Tenant shall pay all costs associated with Tenant's Work including all construction costs, equipment and fixtures, fees, permits, signs, professional services, insurance, and utilities. Tenant shall reimburse Landlord for the cost of any services or construction beyond Landlord's Work provided by Landlord at Tenant's request. Tenant shall contract directly with Landlord's roofing contractor, at Tenant's expense, for the performance of any of Tenant's Work that involves any work on or to the roof of the Premises, including any venting, opening, sealing, waterproofing or any altering of the roof (collectively, "Roof Work"). Tenant shall provide Landlord with a certificate from Landlord's roofing contractor that all Roof Work has been performed in compliance with all roof warranties. Tenant hereby holds Landlord harmless from any damage to the Premises or any other portion of the Restaurant Building resulting, directly or indirectly, from any Roof Work.

In the event of any dispute as to work performed or required to be performed by Landlord or Tenant, the certificate of Landlord's architect or engineer shall be conclusive. By initiating Tenant Work in the Premises, Tenant shall be deemed to have accepted the same and to have acknowledged that the same fully comply with Landlord's obligations hereunder. Tenant further agrees that, if requested by Landlord, Tenant will furnish Landlord with a written statement that Tenant has accepted the Premises and that Landlord has fully complied with Landlord's obligations hereunder. Tenant agrees to furnish to Landlord a Certificate of Occupancy from applicable local authorities upon the Commencement Date.

Section 3.3 Construction Allowance. Tenant agrees to contribute \$250,000.00 toward the cost of Tenant's Work, except that said sum shall not in any event be applied toward Tenant's personal property, trade fixtures, signs and architect fees, except for the cost of any of Landlord's Financed Personal Property ("Tenant's Construction Contribution"). Following Tenant's Construction Contribution, Landlord agrees to contribute an amount up to the Construction Allowance toward the actual cost of Tenant's Work, except that said sum shall not in any event be applied toward Tenant's personal property, trade fixtures, signs and architect fees except for any such items specifically set forth on Exhibit G (the "Landlord's Financed Personal Property") and the Liquor License. If the cost of Tenant's Work (including the cost of Landlord's Financed Personal Property) is less than \$950,000.00, Landlord will contribute, as the Construction Allowance, the actual amount of the cost of Tenant's Work (including the cost of Landlord's Financed Personal Property) minus Tenant's Construction Contribution, provided, however, Landlord shall not be required to contribute to cost of Landlord's Financed Personal Property until the final payment of the Construction Allowance in accordance with Section 3.3(c) below and otherwise in accordance with Exhibit G). If the cost of Tenant's Work (including the cost of Landlord's Financed Personal Property) exceeds \$950,000.00, such excess amount shall be borne solely by Tenant. Following Tenant's Construction Contribution, which shall be accompanied by such reasonable supporting documentation as Landlord or its mortgagee may require, Landlord shall pay Tenant (a) one-third of the Construction Allowance amount within ten days after written request from Tenant, but in no event sooner than the Delivery Date; (b) one-third of the Construction Allowance within ten days after written request from Tenant and Landlord's receipt of invoices from Tenant showing reimbursable expenditures for Tenant's Work equaling or exceeding the first one-third of the Construction Allowance, with such reasonable supporting documentation as Landlord or its mortgagee may require and (c) the remaining amount, if any, of the Construction Allowance within 30 days after the date Tenant has opened for business and delivered to Landlord the following:

- (i) An invoice from Tenant for the Construction Allowance, which invoice shall show actual itemized expenditures and costs directly incurred in connection with Tenant's Work and the Liquor License, with such reasonable supporting documentation as Landlord or its mortgagee may require (including Landlord's Financed Personal Property).
- (ii) An executed estoppel certificate in the form prescribed in Section 27.9.
- (iii) A copy of the "Certificate of Occupancy" issued by the applicable building department in the city in which the Premises is located.

- (iv) A complete list of the names, addresses, telephone numbers and contract amounts for all contractors, subcontractors, vendors and/or suppliers providing materials and/or labor for Tenant's Work.
- (v) All mechanic's lien releases and other lien releases on account of Tenant's Work which shall be notarized, unconditional, bearing original signatures and in recordable form and otherwise in such form as Landlord shall have approved.
- (vi) Copies of all building permits, indicating inspection and approval by the issuer of said permits.
- (vii) A certification from Tenant's architect that the Premises have been constructed in accordance with Tenant's approved plans and are 100 percent complete in accordance with such plans.

The cost of any additional work performed by Landlord for the benefit of Tenant as well as any rentals owing under this Lease shall be deducted from the Construction Allowance before the Construction Allowance is paid to Tenant. If Tenant is in default under this Lease, Landlord shall not be obligated to pay Tenant the Construction Allowance. If Landlord terminates this Lease and Tenant's right to possession of the Premises, pursuant to any right to do so under this Lease, Tenant shall pay to Landlord (in addition to any damages recoverable by Landlord pursuant to this Lease) the unamortized cost of the Construction Allowance, amortized on a straight-line basis over the Term.

The Landlord's Financed Personal Property shall be Landlord's property and shall not be removed by from the Premises by Tenant at any time during the Term of this Lease or otherwise. Tenant shall be entitled to use Landlord's Financed Personal Property during the Term of this Lease provided Tenant is not in default under this Lease and maintain and repair Landlord's Financed Personal Property in a commercially reasonable manner. Tenant shall cause any purchase orders or bills of sale for Landlord's Financed Personal Property to be in Landlord's name, and if not, Tenant shall execute whatever documents are necessary to convey Landlord's Financed Personal Property to Landlord. In no event shall Tenant finance any of Landlord's Financed Personal Property with any purchase money or other type of financing; use Landlord's Financed Personal Property as collateral or permit a lien upon Landlord's Financed Personal Property. Following the first two Lease Years, in the event any of the Landlord's Financed Personal Property requires replacement, upon providing Landlord with bills of sale and reasonable supporting documentation for such replacement property, any such replacement property shall be the property of Tenant. In the event any of Landlord's Financed Personal Property requires replacement during the first two Lease Years, Landlord shall replace it at Landlord's cost, and such replacements shall remain Landlord's Financed Personal Property, provided, however, shall not be required to replace any Landlord's Financed Personal Property as a result of Tenant's negligence or failure to maintain such Landlord's Financed Personal Property in a commercially reasonable manner, ordinary wear and tear excepted.

Section 3.4 Tenant's Opening. Tenant agrees to open the Premises to the public on or before the Commencement Date. The Commencement Date of this Lease shall be the earlier of (i) 180 days after the Delivery Date, and (ii) the date upon which Tenant opens the Premises to the public for business. Occupancy of the Premises by Tenant prior to the Commencement Date shall be subject to all of the terms and provisions of this Lease excepting only those requiring the payment of rent. Landlord and Tenant each agree that at the request of either they will, following the Commencement Date, execute and deliver an unrecordable short form Lease containing the basic provisions of this Lease, acknowledging that Tenant has accepted possession, and reciting the exact Commencement Date and termination date of this Lease.

ARTICLE IV MONTHLY PERCENTAGE RENTAL

The total monthly Percentage Rental shall accrue hereunder from the Commencement Date and shall be payable at the place designated for delivery of notices to Landlord at the time of payment, without demand and without set-off or deduction, for any reason whatsoever, except as herein provided. Tenant shall pay to Landlord for each Lease Year during the Term, as percentage rental, an amount equal to seven and one-half percent (the "Percentage Rental Rate") multiplied by Tenant's Gross Sales for each Lease Year (the "Percentage Rental"). The Percentage Rental shall be paid in monthly installments as follows: on or before the 15th day of each calendar month during the Term, Tenant shall pay to Landlord an amount equal to the product of the percentage rate specified multiplied by the total Gross Sales made in or from the Premises during such preceding month. If the total of the monthly payments of Percentage Rental for any Lease Year is not equal to the Percentage Rental computed on the amount of Gross Sales for such Lease Year in accordance with the specified rate, then Tenant shall pay to Landlord any deficiency or Landlord shall refund to Tenant any overpayment, as the case may be, within 60 days after the end of such Lease Year.

If the Commencement Date is not the first day of a calendar month or this Lease terminates on a date other than the last day of a calendar month, Percentage Rental for such fractional part of the calendar month following the Commencement Date or preceding the termination date, as the case may be, shall be paid at the specified rate for all Gross Sales made during such fractional part, such Percentage Rental to be paid in monthly installments as provided above with respect to full Lease Years.

"Gross Sales" shall mean the total amount of all sales of food, beverages, including alcoholic beverages, merchandise or services from, or completed at, the Premises by Tenant or any sublessee, licensee or concessionaire of Tenant and any other person or entity operating in the Premises (for purposes of this paragraph only, collectively, "Tenant"), including, but not limited to, any carryout or "to-go" sales, whether for cash, credit or otherwise, including redemption of gift certificates and gift cards (regardless of where or how such gift certificates and gift cards were purchased). Tenant shall record, at the time of each Gross Sale, all receipts from such sale, whether for cash, credit or otherwise, in a cash register or cash registers, or in such electronic or computer device which records sales in a manner which is generally acceptable by industry standards.

Notwithstanding the foregoing, and provided that Tenant is not default under the Lease and is open and operating Tenant's business in the Premises in accordance with the terms of Section 7.1(a) (except where the Premises are rendered untenable by reason of fire, casualty, or permitted repairs or alterations), the Percentage Rental Rate shall be reduced from seven and one-half percent to six percent at such time as Tenant's total Percentage Rental payments equal or exceed the amount of the Construction Allowance plus interest of five percent per annum.

ARTICLE V SALES REPORTS AND RECORDS

Section 5.1 Monthly/Annual Sales Reports. On or before the 15th day of each calendar month during the Term, Tenant shall prepare and deliver to Landlord at the place designated by Landlord a statement of Gross Sales made during the preceding calendar month. In addition, within 60 days after the expiration of each calendar year and within 60 days after termination of this Lease, Tenant shall prepare and deliver to Landlord at the place designated by Landlord a statement of Gross Sales during the preceding calendar year (or partial calendar year), certified to be correct by an independent certified public accountant. Tenant shall furnish similar statements for its licensees, concessionaires and subtenants, if any. All such statements shall be in such form as Landlord may require. If any such certified statement discloses error in the calculation of Percentage Rental for any period, appropriate adjustment of the Percentage Rental shall be made, subject, however, to Landlord's rights under Section 5.3.

Section 5.2 Tenant's Records. Tenant shall keep in the Premises or at some other location in the continental United States a permanent, accurate set of books and records of all sales of merchandise and

revenue derived from business conducted in and from the Premises, and all supporting records such as tax reports, banking records, cash register tapes, sales slips and other sales records. All such books and records shall be retained and preserved for at least 36 months after the end of the calendar year to which they relate, and shall be subject to inspection and audit by Landlord and its agents at all reasonable times.

Section 5.3 Landlord's Audit. Landlord shall have the right from time to time to have its auditors audit all books and records, wherever located, pertaining to sales made in or from the Premises. If any monthly or annual statements of Gross Sales are found to be incorrect to an extent of more than two percent over the figures submitted by Tenant, Tenant shall pay for such audit. Tenant shall promptly pay to Landlord any deficiency or Landlord shall promptly refund to Tenant any overpayment, as the case may be, that is established by such audit. If it shall be determined as a result of an audit that there has been a deficiency in the payment of Percentage Rental, then such deficiency shall become immediately due and payable with interest in accordance with Article XXV from the date when said payment was due. In addition, if Tenant understates Gross Sales by more than six percent and if Landlord is entitled to any additional Percentage Rental as a result, or if an audit shows that Tenant has failed to maintain the books of account and records as required or fails to appear for and/or cooperate with Landlord's audit representative and, as a result, Landlord is unable to verify the accuracy of Tenant's statement, then Tenant shall, in addition to and not in lieu of any other of Landlord's rights and remedies set forth in this Lease, pay to Landlord all reasonable costs and expenses incurred by Landlord in conducting such audit and collecting any underpayment.

ARTICLE VI COMMON AREA

The "Common Area" is the part of the Project and areas surrounding the Project (whether or not owned by Landlord but to which Landlord has the right to allow use by tenants of the Project pursuant to easements or other agreements), designated by Landlord from time to time for the common use and enjoyment of tenants or occupants of the Retail Area, the Restaurant Site (i.e. Tenant) or other portions of the Project. The Common Area may include, among other facilities, parking area, sidewalks, elevators, escalators and stairs (not contained within leased areas), landscaping, curbs, loading areas, private streets and alleys, lighting facilities, drinking fountains, hallways, malls, restrooms, storm and sanitary sewer systems, utility lines and other areas and improvements provided by Landlord for the common use of all tenants, all of which shall be subject to Landlord's management and control and shall be operated and maintained in such manner as Landlord, in its discretion, shall determine, including Landlord's right to designate portions of the Common Area as available for the exclusive use by tenants of the Restaurant Site (i.e. Tenant), by the Retail Area tenants and other areas for the exclusive use by tenants of other portions of the Project. Landlord reserves the right to change from time to time the dimensions and location of the Common Area as well as the location, dimensions, identity and type of any building and to construct additional buildings or additional stories on existing buildings or other improvements in the Project, and to eliminate buildings. No changes by Landlord to the Project shall reduce the parking spaces below the number of parking spaces required by Laws. Tenant and its employees, customers, subtenants, licensees and concessionaires shall have the nonexclusive right and license to use the Common Area as constituted from time to time, including the parking areas contained therein, such use to be in common with Landlord, other tenants of the Retail Area, other occupants of the Project and other persons permitted by Landlord to use the same, and subject to such reasonable rules and regulations governing use as Landlord may from time to time prescribe, including the right to restrict parking for Tenant's customers and employees to designated areas within the Common Area and impose limitations on the duration of such parking. Parking for Tenant and Tenant's employees in any parking area designated by Landlord shall be free of charge (or reimbursed or validated by Landlord). Tenant will furnish to Landlord upon request a complete list of license numbers of all automobiles operated by Tenant, Tenant's employees, subtenants, licensees and concessionaires. Tenant shall not solicit business or display merchandise within the Common Area, or distribute handbills therein, or take any action that would interfere with the rights of other persons to use the Common Area. Landlord may temporarily close any part of the Common Area for such periods of time as may be necessary to prevent the public from obtaining prescriptive rights or to make repairs or alterations.

ARTICLE VII
USE AND CARE OF PREMISES

Section 7.1 Use and Continuous Operation. (a) The Premises may be used only for the Permitted Use, and for no other purpose or purposes without the prior written consent of Landlord. Tenant shall use in the transaction of business in the Premises the Trade Name and no other trade name without the prior written consent of Landlord. Tenant shall not at any time leave the Premises vacant, but shall in good faith continuously throughout the Term conduct and carry on in the entire Premises the type of business for which the Premises are leased. Tenant shall operate its business in an efficient, high class and reputable manner so as to produce the maximum amount of sales from the Premises, and shall, except during reasonable periods (not to exceed five days in any calendar year) for repairing, cleaning and decorating keep the Premises open to the public for business with adequate and competent personnel in attendance on all days and during all hours (including evenings) reasonably established by Landlord from time to time, except to the extent Tenant may be prohibited from being open for business by Law.

(b) Because of the difficulty or impossibility of determining Landlord's damages by way of loss of the anticipated Percentage Rental from Tenant, or by way of loss of value in the property because of diminished salability or mortgageability or adverse publicity or appearance by Tenant's action, if Tenant: (i) fails to take possession and open for business in the Premises fully fixtured, stocked and staffed on the Commencement Date except to the extent prevented from so doing by strikes, fire, casualty or other causes beyond Tenant's control; (ii) abandons, leaves, vacates or deserts the Premises; or (iii) ceases operating or conducting Tenant's business therein in accordance with the terms of Section 7.1(a) (except where the Premises are rendered untenable by reason of fire, casualty, or permitted repairs or alterations); then and in any of such events (hereinafter collectively referred to as "failure to do business"), Landlord shall have the right, in addition to any and all other rights or remedies Landlord may have under this Lease or at law or in equity, at Landlord's option, to collect additional rent as follows:

(i) until such time as Tenant opens for business in the Premises fully fixtured, stocked and staffed and operates pursuant to the Permitted Use for 24 consecutive months, except to the extent prevented from so doing by strikes, fire, casualty or other causes beyond Tenant's control, \$150,000.00 per Lease Year, computed at a daily rate for each day or part thereof during the period of Tenant's failure to do business and due and payable on a monthly basis payable at the place designated for delivery of notices to Landlord at the time of payment on or before the first day of each calendar month;

(ii) after Tenant has opened and operated for at least 24 consecutive months, except to the extent prevented from so doing by strikes, fire, casualty or other causes beyond Tenant's control, if Tenant thereafter abandons, leaves, vacates or deserts the Premises or ceases operating or conducting Tenant's business therein in accordance with the terms of Section 7.1(a) (except where the Premises are rendered untenable by reason of fire, casualty, or permitted repairs or alterations), an amount per Lease Year equal to the monthly average of the Percentage Rental or the Renewal Rental (if applicable) for the previous six months immediately prior to failure to do business multiplied by 12, computed at a daily rate for each day or part thereof during the period of Tenant's failure to do business and due and payable on a monthly basis payable at the place designated for delivery of notices to Landlord at the time of payment on or before the first day of each calendar month.

Any payments made by Tenant or any Guarantor of this Lease pursuant to this Section 7.1(b) shall first be applied toward the repayment of the unamortized portion of the Construction Allowance.

Section 7.2 Other Uses Restrictions. The following provisions of this Section 7.2 shall apply notwithstanding the Permitted Use and in the event of a conflict these provisions shall control:

(a) Tenant shall not keep anything within the Premises for any purpose that increases the insurance premium cost or invalidates any insurance policy carried on the Premises or other part of the Restaurant Building. Tenant shall pay as additional rental, upon demand of Landlord, any such increased premium cost due to Tenant's use or occupation of the Premises. All property kept, stored or maintained within the Premises by Tenant shall be at Tenant's sole risk.

(b) Tenant shall not conduct within the Premises any fire, auction or bankruptcy sales or operate within the Premises a "wholesale" or "factory outlet" store, a cooperative store, a "second hand" store, a "surplus" store or a store commonly referred to as "discount house". Tenant shall not advertise that it sells products or services at "discount," "cut-price," or "cut-rate" prices. Tenant further agrees that it will not operate its business in the Premises under any trade name containing the words "Outlet", "Discount" or "Wholesale". Tenant shall not permit any odors to emanate from the Premises (other than the aromas of preparing or cooking food emanating into the Common Area or other outdoor area generally immediately adjacent to the Restaurant Building), place or permit any radio, television, loud-speaker or amplifier on the roof or outside the Premises or where the same can be seen or heard from outside the Premises (other than reasonable background music on the Patio that cannot be heard other than in the immediate area adjacent to the Restaurant Building), place an antenna, awning or other projection on the exterior of the Premises or Restaurant Building, solicit business or distribute leaflets or other advertising material in the Project, the Common Area or any public area generally immediately adjacent to the Premises, or take any other action that in the exclusive judgment of Landlord would constitute a nuisance or unreasonably interfere with the use of the Common Area, nor do anything that would tend to injure the reputation of the Project. Notwithstanding the foregoing, in the event Tenant has background music on the Patio, Landlord reserves the right, in its exclusive judgment and sole discretion, to require Tenant to stop playing background music on the Patio.

(c) Tenant shall not, and shall not direct, suffer or permit any of its agents, contractors, employees, licensees, subtenants or invitees (collectively, the "Tenant Entities") to at any time handle, use, manufacture, store or dispose of in or about the Premises or the Restaurant Building any (collectively "Hazardous Materials") flammables, explosives, radioactive materials, hazardous wastes or materials, toxic wastes or materials, or other similar substances, petroleum products or derivatives or any substance subject to regulation by or under any federal, state and local laws and ordinances relating to the protection of the environment or the keeping, use or disposition of environmentally hazardous materials, substances, or wastes, presently in effect or hereafter adopted, all amendments to any of them, and all rules and regulations issued pursuant to any of such laws or ordinances (collectively "Environmental Laws"), nor shall Tenant suffer or permit any Hazardous Materials to be used in any manner not fully in compliance with all Environmental Laws, in the Premises or the Restaurant Building and appurtenant land or allow the environment to become contaminated with any Hazardous Materials. Notwithstanding the foregoing, Tenant may handle, store, use or dispose of products containing small quantities of Hazardous Materials (such as aerosol cans containing insecticides, toner for copiers, paints, paint remover and the like) to the extent customary and necessary for the use of the Premises for general office and retail purposes, and for restaurant use pursuant to the Permitted Use; provided that Tenant shall always handle, store, use, and dispose of any such Hazardous Materials in a safe and lawful manner and never allow such Hazardous Materials to contaminate the Premises, Restaurant Building or appurtenant land or the environment. Tenant shall protect, defend, indemnify and hold Landlord and its agents, contractors, employees, licensees and invitees harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of any actual or asserted failure of Tenant to fully comply with all applicable Environmental Laws, or the presence, handling, use or disposition in or from the Premises of any Hazardous Materials by Tenant or any Tenant Entity (even though permissible under all applicable Environmental Laws or the provisions of this Lease), or by reason of any actual or asserted failure of Tenant to keep, observe, or perform any provision of this section.

(d) Tenant shall not sell lottery tickets or conduct other games of chance on or from the Premises. Notwithstanding the foregoing, Tenant shall be permitted to offer "KENO" in accordance with applicable Laws.

(e) Tenant shall not use, occupy, suffer or permit any portion of the Premises to be used as office (other than incidental office used in connection with the Permitted Use), living, sleeping, or lodging quarters.

(f) Tenant shall not use or permit to be used the Premises for the sale or display of pornography, nudity, graphic violence, drug paraphernalia or for a massage parlor, adult bookstore or for the sale or rental of pornographic videos or videos rated "X" or having a similar rating.

(g) Tenant shall not use the Premises for anything that would violate the prohibited uses set forth on Exhibit F.

Section 7.3 Care of the Premises. Tenant shall take good care of the Premises and keep the same free from waste at all times. Tenant shall keep the Premises and sidewalks, service-ways and loading areas adjacent to the Premises neat, clean and free from dirt, rubbish, insects and pests at all times. Tenant shall store all trash and garbage within the Premises until Tenant transfers it to a trash receptacle in a location designated by Landlord, and, if the so-designated trash receptacle is for Tenant's exclusive use, then Tenant shall arrange for the regular pickup of such trash and garbage from such trash receptacle at Tenant's sole expense. Alternatively, if Landlord provides a trash receptacle for use by Tenant in common with other tenants or occupants of the Project, Tenant shall store all trash and garbage within the area designated by Landlord for trash pickup and removal and only in the receptacles prescribed by Landlord, and Tenant shall pay to Landlord, as additional rent, in excess of Percentage Rental, Tenant's share of the costs associated with such trash pickup and removal, based on the volume of trash generated by Tenant as a restaurant operator, as reasonably determined by Landlord ("Tenant's Common Trash Payment"); and during each month of the Term, Tenant shall pay Landlord monthly an amount equal to 1/12 of the Tenant's Common Trash Payment that is estimated by Landlord to be due and payable for that particular year and each such monthly Tenant's Common Trash Payment shall be due and payable at the same time and manner of the payment of Percentage Rental as provided in this Lease. If Tenant's total payments for the estimated Tenant's Common Trash Payment for any calendar year are less than the actual amount due for Tenant's Common Trash Payment, Tenant shall pay to Landlord upon demand the difference; if at the end of any calendar year, Tenant's total payments for the estimated Tenant's Common Trash Payment are more than the actual amount due for Tenant's Common Trash Payment, Landlord shall pay to Tenant upon demand the difference, or, at Tenant's option, Landlord shall retain such excess and credit it to Tenant's Common Trash Payment due for the following year. Receiving and delivery of goods and merchandise and removal of garbage and trash shall be made only in the manner and areas from time to time prescribed by Landlord. Tenant shall not operate an incinerator or burn trash or garbage within the Project.

Section 7.4 Display Windows. Tenant shall maintain all display windows in a neat, attractive condition, and shall keep all display windows and exterior electric signs in front of the Premises lighted from dusk until at least 10:00 p.m., every day, including Sundays and holidays.

Section 7.5 Advertising. Tenant shall include the address and identity of its business activities in the Premises in all advertisements made by Tenant in which the address and identity of any similar local business activity of Tenant is mentioned.

Section 7.6 Permits/Compliance with Laws. Tenant shall procure, at its sole expense, any permits and licenses required for the transaction of business in the Premises and otherwise comply with all Laws. Tenant further agrees not to use or occupy or suffer or permit the Premises or any part thereof to be used in any manner or occupied for any purpose contrary to Laws, restrictions of record or the rules or regulations of any public authority or in any manner deemed a fire hazard or so as to increase the cost of insurance maintained by Landlord over and above the normal cost of such insurance for the type and location of the building of which the Premises are a part. If an increase in the cost of such insurance is caused by Tenant's use of the Premises, Tenant shall immediately pay to Landlord, as additional rent, the amount of any such increase.

ARTICLE VIII MAINTENANCE AND REPAIR OF PREMISES

Section 8.1 Repairs by Landlord. Landlord shall keep the foundation, the exterior portions of the exterior walls (except store fronts, plate glass windows, doors, door closure devices, window and door frames, molding, locks and hardware and painting or other treatment of interior and exterior walls), plumbing and sewage facilities within the Premises under the floor slab and roof of the Premises in good repair, except that Landlord shall not be required to make any repairs occasioned by the act or negligence of Tenant, its agents, employees, subtenants, customers, licensees and concessionaires, which repairs shall be made by

Tenant. If the Premises become in need of repairs required to be made by Landlord hereunder, Tenant shall give immediate written notice thereof to Landlord and Landlord shall not be responsible in any way for failure to make any such repairs until a reasonable time shall have elapsed after delivery of such written notice. Landlord's obligation hereunder is limited to repairs specified in this Section 8.1 only, and Landlord shall have no liability for any damages or injury arising out of any condition or occurrence causing a need for such repairs. Tenant hereby waives the benefit of any Laws providing a right of Tenant to make repairs and deduct the cost thereof from rent hereunder.

Section 8.2 Repairs by Tenant. Tenant shall, at its sole cost and expense, (i) keep the Premises in good, clean condition, (ii) make all needed repairs and replacements to the Premises, including the exterior and interior portions of all doors, door checks, security gates, windows, glass, utility facilities, plumbing and sewage facilities within the Premises including free flow up to the main sewer line (except to the extent under the floor slab), fixtures, heating, exterior mechanical equipment, exterior utility facilities and exterior electrical equipment exclusively serving the Premises and interior walls, floors, ceilings and Landlord's Financed Personal Property in accordance with Section 3.3, except for repairs and replacements required to be made by Landlord under Section 8.1, Article XV or any warranty work with respect to Landlord's Work, and (iii) keep all plumbing units, pipes and connections free from obstruction and protected against ice and freezing. If any repairs required to be made by Tenant hereunder are not made within ten days after written notice delivered to Tenant by Landlord or such longer period as is necessary under the circumstances given the nature of the repairs, provided Tenant commences such repairs within such ten days and diligently prosecutes such repairs to completion, Landlord may, at its option, make such repairs without liability to Tenant for any loss or damage that may result to its stock or business by reason of such repairs, and Tenant shall pay to Landlord immediately upon demand as additional rental hereunder the cost of such repairs plus ten percent of the amount thereof and failure to do so shall constitute an event of default hereunder. At the expiration of the Term, Tenant shall surrender the Premises in good condition, reasonable wear and tear and loss by fire or other casualty excepted and shall surrender all keys for the Premises to Landlord and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Premises. Tenant shall furnish, maintain and replace all electric light bulbs, tubes and tube casings. The Premises shall further be delivered clean and free of all contents, save those contents to remain under the provisions of this Lease. If the Premises are not clean and free of all such contents upon termination or expiration of this Lease, Tenant hereby authorizes Landlord as agent to remove any contents from the Premises to dispose of such contents, and make such changes and/or repairs as may be necessary to restore the Premises to their original condition, ordinary wear and tear excepted. In such event, Tenant shall pay to Landlord the amount of such repairs, the intent being that costs suffered by Landlord through the breach of this covenant shall survive the termination or expiration of this Lease.

Tenant shall make any modifications or replacements to the Premises required by any governmental authority during the Term unless dealing with Landlord's Work. Tenant shall keep the Premises and the sidewalks in front of and areas adjoining the Premises in a clean and safe condition. Tenant shall clean the snow and ice from the sidewalks and doorways of the Premises and provide or cause to be provided janitorial services in and to the Premises.

Section 8.3 HVAC. Maintenance, repair and replacement of the heating, ventilating and air conditioning equipment solely serving the Premises shall be Tenant's sole responsibility throughout the Term. Tenant shall contract for, in its own name, and shall pay for a qualified service contractor to inspect, adjust, clean and repair air-conditioning, heating and ventilating equipment including changing filters on a quarterly basis. Heating, ventilating and air-conditioning units shall be set for continuous fan operation during the hours the Premises are required to be open and such units' dampers shall be adjusted to a minimum ten percent outside air setting. If Tenant's use of the Premises results in special exhaust requirements, Tenant shall have the exhaust fans interlocked with the make-up air units. A copy of such contract shall be delivered to Landlord at least 15 days prior to Tenant's occupancy of the Premises. Tenant shall continue said contract or like contract in force throughout the Term. Any change of contract or mechanical contractor shall be made known to Landlord by Tenant and a copy of Tenant's new contract shall be delivered to Landlord so that Landlord shall at all times have a copy of the contract currently in effect. Upon request by Landlord, Tenant shall provide Landlord with a copy of the most recent service invoice from said mechanical contractor to Tenant indicating dates of service and services performed. If Tenant refuses or neglects to enter into a

contract with a mechanical contractor for the quarterly preventive maintenance and repair of all heating, ventilating and air conditioning equipment servicing the Premises, then Landlord may, but shall not be obligated to, perform and complete said maintenance and repair and Tenant shall pay the cost thereof to Landlord, as additional rent hereunder, upon demand.

Section 8.4. Grease Trap. If Tenant's use of the Premises requires a grease trap, Tenant shall contract for, in its own name, and shall pay for a qualified service contractor to inspect, clean and repair such grease trap at such intervals as may be required by Tenant's use, but in no event less frequently than once a month. Tenant shall promptly furnish to Landlord a copy of the inspection and service report. If such grease trap services Tenant and other tenants in the Project, Landlord may elect to perform such inspection, cleaning and repairing, and Tenant shall pay to Landlord its proportionate share of the cost thereof based upon the number of tenants serviced by such grease trap. Tenant's proportionate share of such cost shall be due and payable within ten days after billings therefor are rendered to Tenant. Any such payments for such grease trap inspection, cleaning and repair services shall be separate from and in addition to Percentage Rental.

ARTICLE IX ALTERATIONS

Section 9.1 Alterations. Tenant shall not make any alterations, additions or improvements to the Premises, except for the installation of unattached, movable trade fixtures that may be installed without drilling, cutting or otherwise defacing the Premises. All alterations, additions, improvements and fixtures (other than unattached, movable trade fixtures) that may be made or installed by either party upon the Premises shall remain upon and be surrendered with the Premises and become the property of Landlord at the termination of this Lease, unless Landlord requests their removal in which event Tenant shall remove the same and restore the Premises to their original condition at Tenant's expense. Any linoleum, carpeting or other floor covering that may be cemented or otherwise affixed to the floor of the Premises is a permanent fixture and shall become the property of Landlord without credit or compensation to Tenant.

Section 9.2 Standard of Tenant's Work. All construction work done by Tenant within the Premises shall be performed in a good and workmanlike manner, in compliance with all Laws and the requirements of any contract or deed of trust to which Landlord may be a party and in such manner as to cause a minimum of interference with other construction in progress and with the transaction of business in the Project. Tenant shall pay or cause to be paid all costs of labor, services, and materials supplied in the prosecution of any work done in the Premises, and Tenant shall keep the Premises free and clear of all mechanics' liens and other liens arising out of any work done for Tenant or persons claiming under Tenant. Nothing in the preceding sentence shall be construed to alter, reduce or eliminate Landlord's obligations to pay the Construction Allowance under this Lease. Tenant shall promptly notify Landlord of any such lien filed against the Premises, the Restaurant Site, the Project and any adjacent land owned by Landlord or an affiliate of Landlord, or the Landlord's Financed Personal Property or claim of lien or the commencement of any action affecting the title thereto. Tenant agrees to defend, indemnify and hold harmless Landlord against any claim, loss, liability or damage resulting from such work, and Tenant shall, if requested by Landlord, furnish a bond or other security satisfactory to Landlord against any such claim, loss, liability or damage. In the event Tenant fails to "bond off" or immediately discharge any such liens or claims, Landlord may, but is not obligated to, pay off or discharge such liens or claims. The amount so paid by Landlord, together with interest at the lesser of 12 percent per annum and the highest annual rate allowable by law, shall be deemed additional rent due Landlord from Tenant under this Lease and shall be due and payable with the monthly installment of Percentage Rental on the first day of the month immediately following Landlord's payment.

Section 9.3 Roof. Tenant agrees that all venting, opening, sealing, waterproofing or any altering of the roof above the Premises shall be performed by Landlord's roofing contractor at Tenant's expense and that when completed Tenant shall furnish to Landlord a certificate from Landlord's roofing contractor that all such alterations approved by Landlord have been completed in accordance with the plans and specifications therefor approved by Landlord and in compliance with all roof warranties.

ARTICLE X
LANDLORD'S RIGHT OF ACCESS; USE OF ROOF

Section 10.1 Access. Landlord shall have the right to enter upon the Premises at any reasonable time for the purpose of inspecting the same, or of making repairs to the Premises, or of making repairs, alterations or additions to adjacent premises, or of showing the Premises to prospective purchasers, lessees or lenders.

Section 10.2 Use of Roof. Use of the roof above the Premises is reserved to Landlord, except to the extent necessary for Tenant to perform its obligations under this Lease (in accordance with Sections 3.2 and 9.3 hereof). Landlord shall not charge Tenant for access to the roof to perform its obligations pursuant to this Lease.

ARTICLE XI
SIGNS

Tenant shall install and maintain at least one exterior sign affixed to the Premises ("Tenant's Sign", whether one or more). Tenant shall cause Tenant's Sign to comply with the sign specifications of Landlord, the sign location designated by Landlord and Laws. Tenant agrees that, for purposes of quality control, Tenant's Sign shall be designed and constructed by such sign contractor as shall be selected by Tenant as shall be reasonably approved by Landlord. Tenant shall obtain all necessary permits or licenses with respect to Tenant's Sign, maintain Tenant's Sign in a good state of repair and save Landlord harmless from any loss or damage resulting from the erection, maintenance or removal of Tenant's Sign. Tenant shall repair any damage that may be caused by the erection, existence, maintenance or removal of Tenant's Sign. At the end of the Term, Tenant shall remove Tenant's Sign and repair any damage caused thereby. Tenant may not erect any sign or other advertising materials on the exterior of the Premises other than Tenant's Sign in accordance with the terms of this Article XI.

Notwithstanding anything contrary herein, Tenant's Sign shall not: (i) be flashing, moving or audible; (ii) employ exposed raceways (unless any such exposed raceways comply with applicable Laws and are approved by Landlord, such approval not to be unreasonably withheld), exposed neon tubes, exposed ballast boxes, or exposed transformers; (iii) made of paper, cardboard or similar material or consist of stickers or decals, or (iv) be a temporary sign; provided, however, that the foregoing shall not prohibit the placement at the entrance of the Premises of a small sticker or decal that indicates hours of business, emergency telephone numbers, credit cards accepted and other similar information or that contains the words "No Solicitation" or words of like import.

ARTICLE XII
UTILITIES

Tenant shall promptly pay all charges for electricity, water, gas, telephone service, sewerage service and other utilities furnished to the Premises and shall promptly pay any maintenance charges therefor. The installation of sub-meters or private meters at the Premises shall be as provided in Exhibit C. Landlord may, if it so elects, furnish one or more utility services to Tenant, and in such event Tenant shall purchase the use of such services as are tendered by Landlord, and shall pay on demand as additional rental the rates established therefor by Landlord, which shall not exceed the rates that would be charged for the same services if furnished directly by the local public utility companies. Landlord may at any time discontinue furnishing any such service without obligation to Tenant other than to connect the Premises to the public utility, if any, furnishing such service. Landlord shall not be liable for any interruption or failure whatsoever in utility services. Tenant shall keep the temperature of the Premises sufficiently high to prevent freezing of water in pipes and fixtures.

ARTICLE XIII
INDEMNITY AND COVERAGE INSURANCE

Section 13.1 Indemnity. Tenant shall defend, indemnify, save and hold harmless Landlord and/or any fee owner or ground or underlying landlords of the Restaurant Site, (i) against and from any and all claims, liabilities, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by, or in favor of, anyone whomsoever that arise from or in connection with the possession, use, occupation, management, repair, maintenance or control of the Premises, or any portion thereof, and any sidewalks adjoining same, and (ii) against and from any and all costs, damages and expenses, including attorneys' fees, resulting from, or in connection with, loss of life, bodily or personal injury or property damage arising, directly or indirectly, out of, or from, or on account of any accident or other occurrence in, upon or from the Premises, or occasioned in whole or in part through the use and occupancy of the Premises or any improvements therein or appurtenances thereto, or by any act or omission of Tenant or any subtenant, concessionaire or licensee of Tenant, or their respective employees, agents, contractors or invitees in, upon, at or from the Premises.

Section 13.2 Tenant's Insurance. (a) Tenant shall procure and maintain throughout the Term:

(i) (x) Commercial General Liability Insurance with a limit of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate per Location Endorsement, including, in both instances, Personal and Advertising Injury coverages with a limit of not less than \$1,000,000.00 per occurrence and Fire Legal Liability coverage; (y) Liquor liability or so-called "dram-shop" insurance with minimum limits of \$2,000,000.00, if the sale of alcohol is permitted from the Premises; and (z) automobile insurance with respect to all automobiles used by Tenant in the conduct of its business from the Premises with limits of not less than the \$1,000,000.00 for bodily injury, arising out of any one occurrence, and \$500,000.00 for damage to property arising out of any one occurrence or a combined single limit policy of \$1,000,000.00;

(ii) Special Form Property coverage, including Sprinkler Leakage Legal Liability coverage (if the property contains a sprinkler system), in an amount adequate to cover the full replacement value of all improvements made by Tenant;

(iii) Special Form Property coverage, including Sprinkler Leakage Legal Liability coverage (if the property contains a sprinkler system), in an amount to cover the full replacement value of Tenant's merchandise, trade fixtures, furnishings, wallcovering, carpeting, drapes, equipment and all other items of personal property of Tenant located within the Premises, and Business Interruption Insurance with a limit of liability representing loss of at least 12 months of income;

(iv) plate glass insurance covering all plate glass in the Premises;

(v) if there is a boiler or air conditioning equipment serving the Premises (whether installed in, adjoining, above or beneath the same), broad form Boiler and Machinery Insurance in the amount adequate to cover full replacement value of all improvements and betterments but in no event less than \$100,000.00; and

(vi) Workmen's Compensation Insurance (or other comparable insurance) under Laws and in accordance with applicable statutory minimums covering all persons employed by Tenant in connection with any work done in or about the Premises.

(b) All insurance policies required under Section 13.2(a)(i) shall name Landlord and its designees as additional insureds and all insurance policies required under Sections 13.2(a)(ii) through (v) shall be issued in the names and for the benefit of Landlord, its designee(s) and Tenant. Such policies shall be issued by one or more responsible insurance companies rated A or better by Best's Insurance Guide or otherwise satisfactory to Landlord and licensed to do business in the state in which the Restaurant Building is located.

At Tenant's option, such insurance may be carried under a blanket policy covering the Premises and any other of Tenant's stores provided the provisions of such blanket policy comply with the terms of this Lease and coverage with respect to the Premises is as provided in Section 13.2(a). The Commercial General Liability Insurance shall specifically insure Tenant's liability under Section 13.1. All insurance policies required under this Section 13.2 shall contain endorsements: (i) that such insurance may not be canceled or amended with respect to Landlord except upon 30 days' prior notice from the insurance company to Landlord; and (ii) that Tenant shall be solely responsible for the payment of all premiums under such policy and that Landlord shall have no obligation for the payment thereof.

In the event of payment of any loss covered by any property damage policy, Landlord shall be paid first by the insurance company for its loss. The policies or duly executed certificates for the insurance required herein shall be deposited with Landlord on the Commencement Date and upon renewals of such policies, not less than 15 days prior to the expiration of the term of such coverage. Tenant shall, within 30 days of the Commencement Date and each renewal date of such policies, provide Landlord with satisfactory evidence of payment of the premium thereof. If Tenant fails to comply with such requirements, Landlord may (but shall not be obligated to) obtain such insurance and keep the same in effect and Tenant shall pay Landlord the premium cost thereof, as additional rent, upon demand. The minimum limits of any insurance coverage to be maintained by Tenant hereunder shall not limit Tenant's liability under Section 13.1 or elsewhere in this Lease.

Section 13.3 Release of Claims. Each party hereto (the "Releasing Party") hereby releases the other (the "Released Party") from any loss, damage, claim or liability that the Released Party would, but for this Section 13.3, have had to the Releasing Party arising out of or in connection with any damage to the property of the Releasing Party to the extent such damage or the cause thereof (i) is covered by insurance maintained by the Releasing Party, or (ii) is required to be insured by the Releasing Party pursuant to this Lease. Such insurance coverage maintained or required to be maintained shall be deemed to include any deductible or self-insured retention in effect or permitted pursuant to this Lease. SUCH RELEASE SHALL EXTEND TO ANY LOSS, DAMAGE, CLAIM OR LIABILITY THAT MAY HAVE RESULTED IN WHOLE OR IN PART FROM ANY ACT OR NEGLIGENCE OF THE RELEASED PARTY, ITS OFFICERS, AGENTS OR EMPLOYEES. Each party hereto shall immediately give to each insurance company that has issued to it property insurance policies written notice of the terms of such mutual releases and have such insurance policies properly endorsed, if necessary, to prevent the invalidation of such insurance coverages by reason of such releases.

ARTICLE XIV NONLIABILITY FOR CERTAIN DAMAGES

Landlord and Landlord's agents and employees shall not be liable to Tenant or any other person or entity whomsoever for any injury to person or damage to property caused by the Premises or other portions of the Project becoming out of repair or by defect in or failure of equipment, pipes or wiring, or broken glass, or by the backing up of drains, or by gas, water, steam, electricity or oil leaking, escaping or flowing into the Premises, nor shall Landlord be liable to Tenant or any other person or entity whomsoever for any loss or damage that may be occasioned by or through the acts or omissions of other tenants of the Project or of any other persons or entities whomsoever. Tenant shall defend, indemnify and hold harmless Landlord from any loss, cost, expense or claims arising out of such injury or damage referred to in this Article XIV.

ARTICLE XV DAMAGE BY CASUALTY

Section 15.1 Notice by Tenant. Tenant shall give immediate written notice to Landlord of any damage caused to the Premises by fire or other casualty.

Section 15.2 Damage to Premises. (a) If the Premises are damaged to such an extent that it would take more than 240 days from the date of such damage to restore the Premises (a "Substantial Damage") by any insured casualty or damaged by any uninsured casualty or the insurance proceeds are not available to

Landlord by Landlord's mortgagee, Landlord shall have the option to rebuild or terminate this Lease to be exercised by notice to Tenant given not more than three months from the date of such damage. If Landlord elects to rebuild, Landlord shall, at its expense, proceed with so much of the restoration of the Premises as was included in Landlord's Work pursuant to Exhibit C and the Tenant's Work that was included in the Construction Allowance. All repairs and restorations of the Premises not so included shall be performed by Tenant in conformance with Exhibit C. The parties shall promptly commence and diligently proceed with their restoration obligations hereunder.

(b) If the Premises are damaged to the extent of less than a Substantial Damage, by fire or other casualty covered by Landlord's property coverage and the proceeds of such coverage are made available to Landlord, during the Term, except for the last two Lease Years, then Landlord shall, at its expense, proceed with so much of the restoration of the Premises as was included in Landlord's Work pursuant to Exhibit C and the Tenant's Work that was included in the Construction Allowance. All repairs and restorations of the Premises not so included shall be performed by Tenant in conformance with Exhibit C. The parties shall promptly commence and diligently proceed with their restoration obligations hereunder. If such an event occurs during the last two Lease Years, then Landlord shall have the option to rebuild or terminate this Lease to be exercised by notice to Tenant given not more than three months from the date of such damage.

(c) Notwithstanding anything contrary in this Section 15.2, in the event of any damage to the Premises by fire or other casualty, Tenant shall have the right to terminate this Lease if Landlord does not restore the Premises to the condition described as included in Landlord's Work pursuant to Exhibit C and the Tenant's Work that was included in the Construction Allowance within 365 days after the date of such damage. If exercised, Tenant shall terminate this Lease by written notice to Landlord on or before the earlier of (i) the date such restoration is substantially complete, and (ii) 30 days after the expiration of such 365 days. The provisions of this Article XV shall constitute Tenant's sole and exclusive remedies in the event of damage or destruction to the Premises, and Tenant waives and releases all statutory rights and remedies in favor of Tenant in the event of such damage or destruction.

Section 15.3 Rent Abatement. In the event of total destruction of the Premises or partial destruction of the Premises requiring Tenant to stop operating, Tenant's rent shall completely abate from the date of such destruction. If Landlord elects to rebuild as aforesaid, Tenant's rent shall completely abate from the date of such destruction until 60 days after the date when Landlord notifies Tenant that Landlord's work in the Premises is complete, or upon the date when Tenant opens for business, whichever event shall first occur.

Section 15.4 Damage to Restaurant Building. In the event any portion of the Restaurant Building is damaged or destroyed to such an extent that Landlord, in its sole discretion, elects to discontinue operation of the Restaurant Building, Landlord may cancel this Lease by giving Tenant notice of its election and this Lease shall terminate and shall become null and void 90 days after said notice.

Section 15.5 Waiver of Inconsistent Statutes. Tenant hereby waives any present or future statutory rights of termination that may arise by reason of any partial or total destruction of the Premises that Landlord is obligated to restore or may restore under any of the provisions of this Lease.

ARTICLE XVI EMINENT DOMAIN

Section 16.1 Taking of the Premises. (a) If more than 20 percent of the leasable area of the Premises is taken for any public or quasi-public use under any Laws or by right of eminent domain or by private purchase in lieu thereof, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective on the date physical possession is taken by the condemning authority.

(b) If less than 20 percent of the leasable area of the Premises is taken as aforesaid, this Lease shall not terminate. Following such partial taking, Landlord shall make all necessary repairs or alterations within the scope of Landlord's Work as of the Delivery Date to the extent necessary to make the Premises an architectural whole.

Section 16.2 Taking of Common Area. If any part of the Common Area is taken as aforesaid, this Lease shall not terminate nor shall the rental payable hereunder be reduced, except that either Landlord or Tenant may terminate this Lease if the area of the Common Area remaining following such taking plus any additional parking area provided by Landlord in reasonable proximity to the Restaurant Site shall be less than 70 percent of the area of the Common Area immediately prior to the taking. Any election to terminate this Lease in accordance with this provision shall be evidenced by written notice of termination delivered to the other party within 30 days after the date physical possession is taken by the condemning authority.

Section 16.3 Awards. All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) of the Premises or Common Area shall be the property of Landlord, and Tenant hereby assigns its interest in any such award to Landlord; provided, however, Landlord shall have no interest in any award made to Tenant for loss of business or for the taking of Tenant's fixtures and other property if a separate award for such items is made to Tenant. This Article XVI shall be Tenant's sole and exclusive remedy in the event of any taking and Tenant hereby waives the benefits of any Laws granting Tenant specific rights in the event of a taking that are contrary to the provisions of this Article XVI.

ARTICLE XVII ASSIGNMENT AND SUBLETTING

Section 17.1 Assignment/Subletting by Tenant. (a) Tenant shall not have the right to assign, transfer, mortgage, pledge or otherwise encumber this Lease, or any interest therein, or sublet all or any portion of the Premises, without the prior written consent of Landlord, which consent may be withheld by Landlord in its sole discretion. Any transfer by Tenant of this Lease to another entity, either by way of merger, sale, consolidation or liquidation, shall constitute an assignment for the purpose of this Lease and shall require the prior written consent of Landlord, which consent may be withheld by Landlord in its sole discretion. Any attempted assignment, subletting, transfer or encumbrance by Tenant in violation of the terms and covenants of this Section 17.1 shall be void. Notwithstanding anything contrary in this Section 17.1(a), Tenant may assign this Lease without Landlord's consent (a "Permitted Transfer"): (i) to any entity that controls, is controlled by or is under common control with Tenant (an "Affiliate"); (ii) to any entity to whom Tenant sells substantially all its assets, provided such entity is also acquiring substantially all the assets of the other "The Old Bag of Nails" restaurants owned or operated by Tenant, Guarantor, Michael R. Purdum or an Affiliate; (iii) to any entity with which Tenant merges or consolidates; or (iv) to Michael R. Purdum or any entity owned or controlled by Michael R. Purdum. In the event of an assignment to an Affiliate and such Affiliate ceases to be an Affiliate of Tenant, then the event giving rise to such cessation shall be deemed an assignment requiring Landlord's consent as set forth in this Section 17.1.

(b) Except for a Permitted Transfer (in which case, Tenant shall give such notice promptly before or after the date of such Permitted Transfer), Tenant shall give Landlord at least 60 days advance written notice of any proposed assignment or subletting, such notice to be accompanied by a copy of the proposed assignment or sublease. Except for a Permitted Transfer, Landlord shall have the right to terminate this Lease effective as of the proposed effective date of the assignment or subletting by giving Tenant written notice thereof within 30 days after Landlord's receipt of said notice from Tenant. If Landlord elects not to so terminate this Lease in connection with any proposed assignment or subletting, Landlord shall continue to have the right to disapprove same. However, if Landlord elects to approve a proposed assignment or subletting, all cash or other proceeds of any assignment, such proceeds as exceed the rentals called for hereunder in the case of a subletting and all cash or other proceeds of any other transfer of Tenant's interest in this Lease shall be paid to Landlord, and Tenant hereby assigns all rights it might have or ever acquire in any such proceeds to Landlord. Upon any sublease of less than the entire Premises, the determination as to any responsibility for Tenant payment of excess under the previous provision shall be made by prorating the rent according to the percentage of the Premises so sublet. Any assignment, subletting or other transfer of Tenant's interest in this Lease shall be for an amount equal to the then fair market value of such interest. Upon any assignment or subletting by Tenant in accordance with the terms hereof (even if approved by Landlord), any renewal options, expansion options, right of first refusal and/or exclusive use provisions shall become null and void. Each assignee or transferee shall assume and be deemed to have assumed this

Lease and shall be jointly and severally liable with Tenant for the payment of rent, percentage rent, additional rent, adjustments of rent, and for the performance of all terms, covenants, conditions and agreements herein contained on Tenant's part to be paid or performed during the Term.

(c) Notwithstanding any such assignment or subletting under the terms of this Article, (i) both Tenant and any guarantor of this Lease acknowledge that, notwithstanding such assignment or sublease and the consent of Landlord thereto, both Tenant and any guarantor of this Lease will not be released or discharged from any liability whatsoever under this Lease and will continue to be liable thereon with the same force and effect as though no assignment or sublease had been made; and (ii) Tenant shall pay to Landlord, Landlord's administrative costs, overhead and fees of counsel in connection with such assignment or subletting but not less than a minimum sum of \$500.00. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or to be a consent to the assignment of this Lease or the subletting of the Premises.

ARTICLE XVIII PROPERTY TAXES

Section 18.1 Personal Property Taxes. Tenant shall be liable for all taxes levied against personal property and trade fixtures placed by Tenant in the Premises, including, but not limited to, all such taxes with respect to Landlord's Financed Personal Property. If any such taxes are levied against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property and trade fixtures placed by Tenant in the Premises and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable hereunder.

Section 18.2 Tenant's Share of Taxes. Tenant shall pay Tenant's Proportionate Share of all taxes, assessments (general or special) and governmental charges of any kind and nature whatsoever, including taxes on rental hereunder and including any so called "service payments" or other payments in lieu of taxes as part of a tax increment financing or similar arrangement and any costs associated with challenging such taxes and assessments (collectively, the "Taxes"), levied or assessed against the Project or Landlord. During each month of the Term, Tenant shall pay Landlord monthly an amount equal to 1/12 of Tenant's Proportionate Share of the Taxes that will be due and payable for that particular year. Each payment by Tenant shall be due and payable at the same time and in the same manner as the time and manner of the payment of Percentage Rental as provided herein. The amount of Tenant's Proportionate Share of the estimated Taxes for the first Lease Year will be estimated on or about the Commencement Date and will be based upon Tenant's Proportionate Share of the estimated Taxes for the year in question, and Tenant's monthly payment for the Taxes is subject to increase or decrease as determined by Landlord from time to time to effect an accurate monthly payment of Tenant's estimated Proportionate Share of the Taxes. If Tenant's total payments for the Taxes at any time during any calendar year are less than Tenant's Proportionate Share of the Taxes, Tenant shall pay to Landlord upon demand the difference; if, at the end of any calendar year, Tenant's total payments of Taxes are more than Tenant's Proportionate Share of the Taxes, Landlord shall retain such excess and credit it to Tenant's payments due for the following year. Tenant's Proportionate Share of Taxes shall be computed by multiplying the Taxes by a fraction, the numerator of which shall be the number of square feet of floor area within Premises and the denominator of which shall be the number of square feet of all buildings in the Project. The foregoing method of calculating Tenant's Proportionate share of Taxes and other charges under this Lease of which Tenant pays a proportionate share shall be referred to as "Tenant's Proportionate Share". If the Restaurant Site becomes a separate real estate parcel with a separate Tax ID Number, beginning at such time, Tenant shall be responsible for 100 percent of the Taxes for the Restaurant Site and the improvements thereon (i.e. Tenant's Proportionate Share of Taxes shall be 100 percent of the Taxes levied or assessed the Restaurant Site, and will no longer be determined based on the Taxes levied or assessed against the Project), which shall be payable in the same manner as set forth above. Any obligations under the above paragraph accruing prior to the expiration or termination of this Lease shall survive the expiration or termination of this Lease.

Section 18.3 Intentionally Omitted.

Section 18.4 Tenant's Failure to Pay Taxes. If Tenant fails to pay Tenant's Proportionate Share of the Taxes as set forth in Section 18.2, personal property taxes payable by Tenant as set forth in Section 18.1, in addition to any other remedies provided herein, Landlord may, if it so elects, pay the Taxes or personal property taxes. Any sums so paid by Landlord shall be deemed to be so much additional rent owing by Tenant to Landlord and due and payable upon demand as additional rental plus interest at the lesser of 12 percent per annum and the highest annual rate allowable by Law.

Section 18.5 Taxes During Partial Lease Years. Any payment to be made pursuant to this Article XVIII with respect to the real estate tax year in which this Lease commences or terminates shall bear the same ratio to the payment that would be required to be made for the full tax year as that part of such tax year covered by the Term bears to a full tax year.

ARTICLE XIX
DEFAULT AND REMEDIES

Section 19.1 Events of Default. The following events shall be deemed to be events of default by Tenant under this Lease:

(1) Tenant fails to pay any installment of rental or any other expense as same becomes due hereunder as herein provided and such failure continues for a period of ten days after Tenant's receipt of written notice from Landlord, provided, Landlord shall not be required to give more than two such notices per calendar year during the Term.

(2) Tenant fails to comply with any term, provision or covenant of this Lease, other than the payment of rental or expenses and does not cure such failure within ten days after written notice thereof to Tenant, or such longer time is reasonably necessary to cure such failure given the nature of such so long as Tenant commences such cure within said ten days and reasonably prosecutes same to completion.

(3) Tenant or any guarantor of Tenant's obligations under this Lease becomes insolvent, makes a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

(4) Tenant or any guarantor of Tenant's obligations under this Lease files a petition under federal or state bankruptcy laws, or under any similar Laws of the United States or any state thereof; or Tenant or any guarantor of Tenant's obligations under this Lease is adjudged bankrupt or insolvent in proceedings filed against Tenant or any guarantor of Tenant's obligations under this Lease.

(5) A receiver or trustee is appointed for the Premises or for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations under this Lease.

(6) Tenant deserts or vacates any portion of the Premises.

(7) Tenant does or permits to be done anything that creates a lien upon the Premises.

(8) The business operated by Tenant is closed for failure to pay any required state sales tax or for any other reason.

Any notices to be provided by Landlord under this Section 19.1 shall be in lieu of, and not in addition to, any notice required under any Laws.

Section 19.2 Remedies. Upon the occurrence of any default by Tenant as set forth in Section 19.1, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever, in addition to all other rights and remedies available at law and equity:

(1) Terminate this Lease in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy that it may have for possession or arrearages in rental, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefor.

(2) Enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefor with or without having terminated this Lease.

(3) Enter upon the Premises by force if necessary without being liable for prosecution or any claim for damages therefor, and do whatever Tenant is obligated to do under the terms of this Lease, and Tenant agrees to reimburse Landlord on demand for any expenses that Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action.

(4) Alter all locks and other security devices at the Premises without terminating this Lease.

Except where expressly provided otherwise, all rights, privileges and remedies afforded Landlord by this Lease or by Laws shall be deemed cumulative and the exercise of any one of such rights, privileges and remedies shall not be deemed to be a waiver of any other right, privilege or remedy provided for herein or granted by law or equity.

Section 19.3 No Acceptance of Surrender. Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Premises by Tenant whether by agreement or by operation of law, it being understood that such surrender can be effected only by the written agreement of Landlord and Tenant. No such alteration of locks or other security devices and no removal or other exercise of dominion by Landlord over the property of Tenant or others at the Premises shall be deemed unauthorized or constitute a conversion, Tenant hereby consenting, after any event of default, to the aforesaid exercise of dominion over Tenant's property within the Premises. All claims for damages by reason of such re-entry and/or repossession and/or alteration of locks or other security devices are hereby waived, as are all claims for damages by reason of any distress warrant, forcible detainer proceedings, sequestration proceedings or other legal process. Tenant agrees that any re-entry by Landlord may be pursuant to a judgment obtained in forcible detainer proceedings or other legal proceedings or without the necessity for any legal proceedings, as Landlord may elect, and Landlord shall not be liable in trespass or otherwise.

Section 19.4 Liability for Rent After Termination. If Landlord elects to terminate this Lease by reason of an event of default, then notwithstanding such termination, Tenant shall be liable for and shall pay to Landlord, at the address specified for notice to Landlord herein the sum of all rental and other indebtedness accrued to date of such termination, plus, as damages, the amount as calculated using the method set forth in Section 3.3 and Section 7.1 of this Lease.

Section 19.5 Liability for Rent Without Termination. If Landlord elects to repossess the Premises without terminating this Lease, then Tenant shall be liable for and shall pay to Landlord at the address specified for notice to Landlord herein all rental and other indebtedness accrued to the date of such repossession, plus the amount as calculated using the method set forth in Section 3.3 and Section 7.1 of this Lease. In no event shall Tenant be entitled to any excess of any rental obtained by reletting over and above the rental herein reserved. Actions to collect amounts due by Tenant to Landlord as provided in this Section 19.5 may be brought from time to time, on one or more occasions, without the necessity of Landlord's waiting until expiration of the Term.

Section 19.6 Liability for Brokers Fees and Other Costs. In case of any event of default or breach by Tenant, Tenant shall also be liable for in addition to any other amounts set forth in this Lease and shall pay to Landlord, at the address specified for notice to Landlord herein, in addition to any sum provided to be paid above, brokers' fees incurred by Landlord in connection with reletting the whole or any part of the Premises; the costs of removing and storing Tenant's or other occupant's property; the costs of repairing, altering,

remodeling or otherwise putting the Premises into condition acceptable to a new tenant or tenants, and all reasonable expenses incurred by Landlord in enforcing or defending Landlord's right and/or remedies including reasonable attorneys' fees which shall not be less than ten percent of all sums then owing by Tenant to Landlord.

Section 19.7 Obligation to Relet. In the event of termination or repossession of the Premises for an event of default, Landlord shall use reasonable efforts to relet; and in the event of reletting, Landlord may relet the whole or any portion of the Premises for any period, to any tenant, and for any use and purpose. The foregoing obligation to relet and any obligation imposed by Laws upon Landlord to relet the Premises shall be subject to the permitted uses provided in this Lease, and to the reasonable business judgment of Landlord in the selection of the best tenant "mix" for the Project and in no event shall Landlord be required to relet the Premises prior to reletting other vacant space in the Project or any adjacent developments owned or managed by Landlord or its affiliates. The failure of Landlord to relet or, if the Premises are relet, to collect the rent under such reletting shall not release or affect Tenant's liability for damages under this Lease. In the event of a reletting of the Premises, any amounts Tenant is required to pay under Section 7.1(b) of this Lease shall be reduced by present value of the actual rent received by Landlord from such reletting minus any Reletting Costs. "Reletting Costs" shall mean commercially reasonable costs incurred by Landlord to relet the Premises, including, but not limited to, repairs, alterations and improvements to the Premises and advertising costs, brokerage commissions and attorneys' fees.

Section 19.8 Payment on Behalf of Tenant. If Tenant fails to make any payment or cure any default hereunder within the time herein permitted, Landlord, without being under any obligation to do so and without thereby waiving such default, may make such payment and/or remedy such other default for the account of Tenant (and enter the Premises for such purpose), and thereupon Tenant shall be obligated to, and hereby agrees, to pay Landlord, upon demand, all costs, expenses and disbursements (including reasonable attorneys' fees) incurred by Landlord in taking such remedial action.

Section 19.9 Intentionally omitted.

Section 19.10 Intentionally omitted.

Section 19.11 Tenant's Personal Property After Default. If Landlord shall have taken possession of the Premises pursuant to the authority herein granted, then Landlord shall have the right to keep in place and use all of the furniture, fixtures and equipment (excluding, so long as Tenant has been open for business for at least 24 consecutive months subject to any permitted closures herein, removable personal items unique to Tenant's business operations such as signage and other memorabilia, and replacement property and equipment purchased by Tenant in accordance with Section 3.3 ("Tenant's Property")) at the Premises, including that which is owned by or leased to Tenant at all times prior to any foreclosure thereon by Landlord or repossession thereof by a lessor thereof or third party having a lien thereon. Landlord shall also have the right to remove from the Premises (without the necessity of obtaining a distress warrant, writ of sequestration or other legal process) all or any portion of such furniture, fixtures, equipment and other property, except Tenant's Property, located thereon and place same in storage at any premises within the County in which the Premises are located; and in such event, Tenant shall be liable to Landlord for costs incurred by Landlord in connection with such removal and storage and shall defend, indemnify and hold harmless Landlord from all loss, damage, cost, expense and liability in connection with such removal and storage. Landlord shall also have the right to relinquish possession of all or any portion of such furniture, fixtures, equipment and other property, except Tenant's Property, to any person ("Claimant") claiming to be entitled to possession thereof who presents to Landlord a copy of any instrument represented to Landlord by Claimant to have been executed by Tenant (or any predecessor of Tenant) granting Claimant the right under various circumstances to take possession of such furniture, fixtures, equipment or other property, except Tenant's Property, without the necessity on the part of Landlord to inquire into authenticity of said instrument's copy of Tenant's or Tenant's predecessor's signature thereon and without the necessity of Landlord's making any nature of investigation or inquiry as to the validity of the factual or legal basis upon which Claimant purports to act; and Tenant agrees to indemnify and hold Landlord harmless from all cost, expense, loss, damage and liability incident to Landlord's relinquishment of possession of all or any portion of such furniture, fixtures, equipment or other property, except Tenant's Property, to Claimant. The rights of Landlord herein stated shall be in

addition to any and all other rights that Landlord has or may hereafter have at law or in equity; and Tenant stipulates and agrees that the rights herein granted Landlord are commercially reasonable.

Section 19.12 Waiver of Rights of Redemption. Tenant expressly waives any and all rights of redemption granted by or under any present or future Laws if Tenant is evicted or dispossessed for any cause, or if Landlord obtains possession of the Premises by reason of the violation by Tenant of any of the terms, covenants, and conditions of this Lease or otherwise.

Section 19.13 Priority of Payments. Notwithstanding anything contrary herein, all payments made by Tenant and received by Landlord may, in Landlord's sole discretion, be applied to any outstanding arrearages owed by Tenant to Landlord, irrespective of any payment characterization Tenant may designate for any such payment. If any sums are payable by Landlord pursuant to any provision of this Lease, Landlord shall have the right to first offset from such sum any amounts that are currently payable by Tenant to Landlord pursuant to any provision contained in this Lease.

Section 19.14 Landlord Defaults. (a) In the event of any default by Landlord, Tenant's exclusive remedy shall be an action for damages (Tenant hereby waiving the benefit of any Laws granting it a lien upon the property of Landlord and/or upon rent due Landlord), but prior to any such action Tenant will give Landlord written notice specifying such default with particularity, and Landlord shall thereupon have 30 days in which to cure any such default or such longer period as is reasonably necessary given the nature of the cure. Unless and until Landlord fails to so cure any default after such notice, Tenant shall not have any remedy or cause of action by reason thereof. All obligations of Landlord hereunder will be construed as covenants, not conditions; and all such obligations will be binding upon Landlord only during the period of its possession of the Restaurant Site and not thereafter. Notwithstanding the foregoing, Landlord shall in no event be liable for any lost profits, damage to business or any form of special, indirect or consequential damages.

(b) The term "Landlord" shall mean only the owner, for the time being of the Restaurant Site, and in the event of the transfer by such owner of its interest in the Restaurant Site, such owner shall thereupon be released and discharged from all covenants and obligations of Landlord under this Lease, but such covenants and obligations shall be binding during the Term upon each new owner for the duration of such owner's ownership, and Tenant agrees to look solely to such successor in interest of Landlord for performance of such obligations. Any security given by Tenant to secure performance of Tenant's obligations hereunder may be assigned and transferred by Landlord to such successor in interest, and Landlord shall thereby be discharged of any further obligation relating thereto.

(c) Notwithstanding any other provision hereof, Landlord and its partners, officers, directors, beneficiaries, members, stockholders, investment manager's trustees, agents and employees, shall not have any personal liability hereunder. If Landlord shall be in default under this Lease and if, as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the right, title and interest of Landlord in the Restaurant Site as the same may then be encumbered and neither Landlord nor any person or entity comprising Landlord shall be liable for any deficiency. In no event shall Tenant have the right to levy execution against any property of Landlord nor any person or entity comprising Landlord other than its interest in the Restaurant Site as herein expressly provided.

ARTICLE XX LANDLORD'S LIEN

TO SECURE THE PAYMENT OF ALL RENTAL AND OTHER SUMS OF MONEY DUE AND TO BECOME DUE HEREUNDER AND THE FAITHFUL PERFORMANCE OF THIS LEASE BY TENANT, TENANT HEREBY GIVES TO LANDLORD AN EXPRESS FIRST AND PRIOR CONTRACT LIEN AND SECURITY INTEREST ON ALL PROPERTY (INCLUDING FIXTURES, EQUIPMENT, CHATTELS AND MERCHANDISE) THAT MAY BE PLACED IN THE PREMISES, AND ALSO UPON ALL PROCEEDS OF ANY INSURANCE THAT MAY ACCRUE TO TENANT BY REASON OF DESTRUCTION OF OR DAMAGE TO ANY SUCH PROPERTY. SUCH PROPERTY SHALL NOT BE REMOVED THEREFROM WITHOUT THE WRITTEN CONSENT OF LANDLORD UNTIL ALL ARREARAGES IN RENTAL AND OTHER SUMS OF

MONEY THEN DUE TO LANDLORD HEREUNDER SHALL FIRST HAVE BEEN PAID. ALL EXEMPTION LAWS ARE HEREBY WAIVED IN FAVOR OF SAID LIEN AND SECURITY INTEREST. THIS LIEN AND SECURITY INTEREST IS GIVEN IN ADDITION TO LANDLORD'S STATUTORY LIEN AND SHALL BE CUMULATIVE THERETO. UPON THE OCCURRENCE OF AN EVENT OF DEFAULT, THIS LIEN MAY BE FORECLOSED WITH OR WITHOUT COURT PROCEEDINGS BY PUBLIC OR PRIVATE SALE, PROVIDED LANDLORD GIVES TENANT AT LEAST 15 DAYS NOTICE OF THE TIME AND PLACE OF SAID SALE, AND LANDLORD SHALL HAVE THE RIGHT TO BECOME THE PURCHASER, UPON BEING THE HIGHEST BIDDER AT SUCH SALE. CONTEMPORANEOUS WITH THE EXECUTION OF THIS LEASE (AND IF REQUESTED HEREAFTER BY LANDLORD), TENANT SHALL EXECUTE AND DELIVER TO LANDLORD UNIFORM COMMERCIAL CODE FINANCING STATEMENTS IN SUFFICIENT FORM SO THAT WHEN PROPERLY FILED, THE SECURITY INTEREST HEREBY GIVEN SHALL THEREUPON BE PERFECTED. IF REQUESTED HEREAFTER BY LANDLORD, TENANT SHALL ALSO EXECUTE AND DELIVER TO LANDLORD UNIFORM COMMERCIAL CODE FINANCING STATEMENT CHANGE INSTRUMENTS IN SUFFICIENT FORM TO REFLECT ANY PROPER AMENDMENT OF MODIFICATION IN OR EXTENSION OF THE AFORESAID CONTRACT LIEN AND SECURITY INTEREST HEREBY GRANTED. LANDLORD SHALL, IN ADDITION TO ALL OF ITS RIGHTS HEREUNDER, ALSO HAVE ALL OF THE RIGHTS AND REMEDIES OF A SECURED PARTY UNDER THE APPLICABLE UNIFORM COMMERCIAL CODE.

ARTICLE XXI HOLDING OVER

If Tenant remains in possession of the Premises after the expiration of this Lease and without the execution of a new lease, it shall be deemed to be occupying the Premises as a tenant from month to month at a rental equal to the total rental (including Percentage Rental) herein provided plus 50 percent of such amount and otherwise subject to all the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month to month tenancy.

ARTICLE XXII SUBORDINATION

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter created upon the Premises or the Restaurant Site, and to any renewals, and extensions thereof but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien hereafter placed upon the Premises or the Restaurant Site, and Tenant agrees upon demand to execute such further instruments subordinating this Lease as Landlord may request. Tenant hereby agrees to attorn to the mortgagee of any such mortgage. Tenant covenants to execute and deliver whatever instruments may be required by Landlord or any Landlord mortgagee to acknowledge such subordination and attornment in recordable form and Tenant does hereby irrevocably appoint Landlord its attorney-in-fact to execute and deliver any such instrument on behalf of Tenant; provided, however, that Landlord shall procure from any such mortgagees a non-disturbance agreement providing in substance that so long as Tenant shall faithfully discharge the obligations on its part to be kept and performed under the terms of this Lease, Tenant's tenancy will not be disturbed nor this Lease affected by any default under such mortgage, and Tenant agrees that this Lease shall remain in full force and effect even though default in the mortgage may occur.

ARTICLE XXIII INTENTIONALLY OMITTED

ARTICLE XXIV NOTICES

Wherever any notice is required or permitted hereunder such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be addressed to the parties hereto at their respective addresses set out in Section 1.1, or at such other address as they may have hereafter specified by written notice, and (i) deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, or (ii) sent by national overnight courier (such as FedEx, DHL Express, UPS or Airborne).

Notices under this Lease are effective upon receipt. For the purpose of notices under this Lease, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document as shown on the return receipt or by the records of the courier, (ii) the date of actual receipt of the notice or other document, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice of refusal or notice of non-delivery by the sending party. Notices to Landlord or Tenant are not effective if sent by facsimile. Notices given by a party's legal counsel shall constitute notice given by such party if otherwise given in accordance with this Article XXIV.

If and when included within the term "Landlord" as used in this instrument there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such notice specifying some individual at some specific address for the receipt of notices and payments to Landlord; if and when included within the term "Tenant" as used in this instrument there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address for the receipt of notices and payments to Tenant. All parties included with terms "Landlord" and "Tenant" respectively, shall be bound by notices and payments given in accordance with the provisions of this Article XXIV to the same effect as if each had received such notice or payment.

ARTICLE XXV LATE CHARGES

If Tenant fails to pay to Landlord when due any installment of rental or other sum to be paid to Landlord that may become due hereunder, Landlord will incur additional expenses in an amount not readily ascertainable and that has not been elsewhere provided for between Landlord and Tenant. If Tenant fails to pay to Landlord when due any installment of rental or other sum to be paid hereunder, Tenant will pay Landlord on demand a late charge of five percent thereof. Failure to pay such late charge upon demand therefor shall be an event of default hereunder. In addition to such late charge, any overdue balance owing Landlord by Tenant shall bear interest at the lesser of 12 percent per annum and the highest annual rate allowable by Laws. Provision for such late charge and interest shall be in addition to all other rights and remedies available to Landlord hereunder or at law or in equity and shall not be construed as liquidated damages or limiting Landlord's remedies in any manner.

ARTICLE XXVI DIRECTION OF TENANTS ENERGIES

Tenant acknowledges that Tenant's monetary contribution to Landlord (in the form of rentals) and Tenant's general contribution to commerce within the Project (also important in Landlord's determination to execute this Lease with Tenant) will be substantially reduced if during the Term, either Tenant or any person, firm or corporation, directly or indirectly controlling, controlled by or under common control with Tenant shall directly or indirectly operate, manage, conduct or have any interest in any establishment within commercial proximity of the Restaurant Site. Accordingly, Tenant agrees that during the Term neither Tenant nor any person, firm or corporation, directly or indirectly controlling, controlled by or under common control with Tenant (and also, in the event Tenant is a corporation, if any officer or director thereof or shareholder owning

more than ten percent of the outstanding stock thereof, or parent, subsidiary or related or affiliated corporation) shall directly or indirectly operate, manage, conduct or have any interest in any commercial establishment within three miles of the Restaurant Site, except that Tenant or its affiliates may operate a pizza shop/restaurant of approximately 1,680 square feet located in the Retail Area, or such other restaurant concept of Tenant or its affiliates as approved by Landlord in its sole discretion.

ARTICLE XXVII MISCELLANEOUS

Section 27.1 No Partnership. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between parties hereof, it being understood and agreed that neither the method of computation of rental, nor any other provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender.

Section 27.2 Captions. The captions used herein are for convenience only and do not limit or amplify the provisions hereof.

Section 27.3 Waiver. One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

Section 27.4 Force Majeure. Whenever a period of time is herein prescribed for action to be taken by a party (other than the payment of money), such party shall not be liable or responsible for and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, Laws and/or regulations or restrictions or any other causes of any kind whatsoever that are beyond the reasonable control of such party.

Section 27.5 Notice to Mortgagee. At any time when there is outstanding a mortgage, deed of trust or similar security instrument covering Landlord's interest in the Premises, Tenant may not exercise any remedies for default by Landlord hereunder unless and until the holder of the indebtedness secured by such mortgage, deed of trust or similar security instrument shall have received written notice of such default and a reasonable time for curing such default shall thereafter have elapsed.

Section 27.6 Quiet Enjoyment. Landlord agrees that if Tenant shall perform all of the covenants and agreements, herein required to be performed by Tenant, Tenant shall, subject to the terms of this Lease, at all times during the continuance of this Lease have the peaceable and quiet enjoyment and possession of the Premises.

Section 27.7 Entire Agreement. This writing contains the entire agreement between the parties hereto, and no agent, representative, salesman or officer of Landlord hereto has authority to make, or has made, any statement, agreement or representation, either oral or written, in connection herewith, modifying, adding or changing the terms and conditions herein set forth. FURTHER, TENANT ACKNOWLEDGES AND AGREES THAT NEITHER LANDLORD NOR ANY AGENT OR REPRESENTATIVE OF LANDLORD, HAS MADE, AND TENANT HAS NOT RELIED UPON, ANY REPRESENTATIONS OR ASSURANCES TO TENANT'S PROJECTED OR LIKELY SALES VOLUME, CUSTOMER TRAFFIC OR PROFITABILITY. TENANT ALSO ACKNOWLEDGES AND AGREES THAT, TO THE EXTENT ANY PROJECTIONS, MATERIALS OR DISCUSSIONS HAVE RELATED TO TENANT'S PROJECTED OR LIKELY SALES VOLUME, CUSTOMER TRAFFIC OR PROFITABILITY, TENANT UNDERSTANDS THAT ANY AND ALL SUCH PROJECTIONS, MATERIALS AND DISCUSSIONS ARE BASED SOLELY UPON LANDLORD'S

EXPERIENCES AT OTHER PROPERTIES OR UPON STANDARDIZED MARKETING STUDIES, AND THAT SUCH PROJECTIONS, MATERIALS AND DISCUSSIONS SHALL NOT BE CONSTRUED AS A PROMISE OR GUARANTEE THAT TENANT WILL REALIZE THE SAME OR SIMILAR RESULTS. No modification of this Lease shall be binding unless such modification shall be in writing and signed by the parties hereto. Tenant hereby further recognizes and agrees that the submission of this Lease for examination by Tenant does not constitute an offer or an option to lease the Premises, nor is it intended as a reservation of the Premises for the benefit of Tenant, nor shall this Lease have any force or validity until and unless a copy of it is returned to Tenant duly executed by Landlord.

Section 27.8 No Broker. Tenant warrants that it has had no dealing with any broker or agent in connection with the negotiation or execution of this Lease other than Landlord's broker, if any. In the event any agent or broker other than Landlord's broker, if any, shall make a claim for a commission, or fee, Tenant shall be responsible for payment thereof and hereby indemnifies and holds harmless Landlord from such claim for commission or fees.

Section 27.9 Estoppel Certificate. At any time and from time to time, upon written request from Landlord, Tenant agrees to execute, acknowledge, and deliver to Landlord or to the holder of any mortgage that is a lien on that portion of the Restaurant Building that includes the Premises, a statement in writing, in form and substance satisfactory to Landlord, certifying all or any part of the following information as Landlord requests: (i) that this Lease constitutes the entire agreement between Landlord and Tenant and is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications); (ii) the dates to which rents and other charges hereunder have been paid, and the amount of any security deposited with Landlord; (iii) that the Premises have been completed on or before the date of such statement and that all conditions precedent to this Lease taking effect have been carried out; (iv) that Tenant has accepted possession, the Term has commenced, and Tenant is occupying the Premises; (v) that Tenant knows of no default under this Lease by Landlord and there are no defaults or offsets that Tenant has against enforcement of this Lease by Landlord; (vi) the Commencement Date and expiration date of this Lease; (vii) that the Premises are open for business; and (viii) any other information reasonably requested by Landlord. In the event Tenant fails to provide such statement as above described within ten days after Landlord's written request therefor, Tenant shall be in default under this Lease without additional notice or opportunity to cure.

Section 27.10 Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the correct rent or other monies due under this Lease shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or letter accompanying any check for payment of rent or any other amounts owed to Landlord be deemed to effect or evidence an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of the rent or other amount owed and pursue any other remedy provided in this Lease.

Section 27.11 Governing Law. The laws of the state in which the Premises are located shall govern the interpretation, validity, performance and enforcement of this Lease.

Section 27.12 Binding Effect. The terms, provisions and covenants contained in this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors in interest and legal representatives except as otherwise herein expressly provided.

Section 27.13 Guaranty of Lease. In order to induce Landlord to execute this Lease, Tenant shall cause the guaranty attached hereto as Exhibit D to be executed by the guarantors referenced therein.

Section 27.14 Right to Lease. Landlord shall have the absolute right to lease or permit the use or occupancy of space in the Project as Landlord shall determine in its sole and absolute judgment. Tenant does not rely on the fact, nor does Landlord represent, that there shall be any specific occupants or minimum occupancy level of space in the Project at any time unless otherwise specifically set forth in this Lease.

Section 27.15 Interpretation. The term "including" whenever used in this Lease shall be deemed to mean "including, without limitation,". The phrases "expiration of the term of this Lease", "termination of this

Lease" and similar phrases, shall be deemed to mean "the expiration or earlier termination of the term of this Lease, whether by the terms of this Lease, the agreement of the parties, Laws or otherwise". The phrases "term of this Lease", "term hereof" and similar phrases, shall be deemed to mean "the initial term of this Lease as may be extended pursuant to any renewal or extension options". Whenever this Lease imposes an obligation or confers a right on a party hereto, such obligation shall be performed and such right exercised at such party's sole cost and expense, unless it is otherwise specifically provided herein that such obligation is to be performed or such right exercised at the cost and expense of the other party hereto or some third party. The parties acknowledge that each party and its counsel have reviewed and revised this Lease, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any amendments or exhibits hereto. The deletion of language from this Lease prior to its execution by Landlord and Tenant shall not be construed to have any particular meaning or to raise any presumption, construction or implication, including any implication that the parties intended thereby to state the opposite of the deleted language. Whenever one party is prohibited under this Lease from doing something without the consent of the other party, such other party shall have the right to withhold such consent in its sole and absolute discretion without any obligation of reasonableness, good faith or consistency, unless a different standard of discretion is expressly set forth in this Lease with respect to a particular consent right.

Section 27.16 Severability. Any provision of this Lease that is contrary to a Law that the parties cannot legally waive or contract against is and shall be void and not binding on either party hereto; provided, however, that the invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. If any provision of this Lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected hereby.

Section 27.17 Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original, and all counterparts shall constitute one and the same instrument. This Lease may be signed and delivered by facsimile or e-mail and shall be effective if so signed and delivered whether or not original counterparts are later exchanged by Landlord and Tenant.

Section 27.18 Recording. Tenant may not record this Lease or any short form thereof or any document containing or referring to this Lease.

Section 27.19 Survival. Upon the termination of this Lease, neither party shall have any further rights, obligations or liabilities to the other except for such rights, obligations or liabilities that expressly survive the termination of this Lease or that have accrued prior to such termination.

Section 27.20 Real Estate Investment Trust. Should a real estate investment trust become Landlord hereunder, all provisions of this Lease shall remain in full force and effect except as modified by this Section 27.20. If Landlord in good faith determines that its status as a real estate investment trust under the provisions of the Internal Revenue Code of 1986, as heretofore or hereafter amended, will be jeopardized because of any provision of this Lease, Landlord may request reasonable amendments to this Lease, and Tenant will not unreasonably withhold, delay or defer its consent thereto, provided that such amendments do not (i) increase the monetary obligations of Tenant pursuant to this Lease or (ii) in any other manner materially and adversely affect Tenant's interest in the Premises.

Section 27.21 Restriction. (a) Subject to the conditions and exceptions set forth below, Landlord agrees that during the Term, Landlord will not execute any lease for space within the Project that allows the tenant under the lease to operate as a restaurant under any of the following trade names: Applebee's; Average Joe's; B & I Bar; BJ's Brew House; Black Cat Bistro; Buffalo Wild Wings; Buffalo Wings & Rings; Cask & Co. kitchen & bar; Cheddar's Scratch Kitchen; Chili's; Crunchy's Burgers & Beer; Dagwood's Tavern & Grill; Eastside Fish Fry & Grill; Frank's Press Box; Granite City Brewery; Houlihan's Restaurant + Bar; Massey's Pizza Sports Bar & Wings; Red Robin; Roosters; Ruby Tuesday; Rusty Bucket Restaurant and Tavern; State Room; The Rusty Mug; Winking Lizard; or Yogi's Bar & Grill. If Landlord breaches the foregoing restriction (the "Restriction"), Tenant shall be entitled to all remedies at law or equity, including injunctive relief.

(b) The Restriction shall apply only as long as the following conditions exist: (i) Tenant is occupying the Premises and is conducting business in the manner provided for in Section 7.1; (ii) no event of default by Tenant has occurred and has continued beyond any applicable cure period and (iii) the other restaurant owned and operated by (w) Michael R. Purdum, (x) an entity owned, managed or controlled by Michael R. Purdum, (y) Purdum Restaurant Management, LLC or (z) an affiliate or other entity owned, managed or controlled by Purdum Restaurant Management, LLC is occupying its premises and conducting business in the manner provided for in its lease. Upon the failure of one, two or all three such conditions set forth in this Section 27.21(b), the Restriction shall automatically cease and be of no further force or effect.

(c) The following exceptions apply to the Restriction:

(i) The Restriction shall not apply to any land located outside the current boundaries of the Project; and

(ii) If a court of competent jurisdiction or a governmental agency determines the Restriction to be illegal or unenforceable, or if Landlord and Tenant agree that the Restriction is illegal or unenforceable, the Restriction shall automatically cease and be of no further force or effect; Landlord and Tenant agree that in such event the remainder of this Lease will continue in full force and effect.

(d) Neither the Restriction nor anything else in this Lease is intended to make Tenant a third-party beneficiary of any other lease for space within the Project.

(e) Notwithstanding the foregoing provisions which provide for remedies of Tenant in the event Landlord breaches the Restriction, in the event a "Rogue Tenant" (as defined herein) violates the Restriction, provided and so long as Landlord promptly commences and thereafter uses reasonable and diligent efforts to cause a cessation of such violation, including but not limited to, the institution and prosecution of judicial action and/or proceedings to force the Rogue Tenant to cease such violation, then Landlord shall not be deemed in default of the Restriction and such remedies shall not be available to Tenant. A "Rogue Tenant" shall mean and refer to any tenant or occupant of the Project who is prohibited and/or not permitted by its lease or other occupancy agreement or by recorded covenants and restrictions upon the property leased to or occupied by the Rogue Tenant to use or occupy its premises in violation of the Restriction.

Section 27.22 Liquor License. (a) Tenant shall use commercially reasonable efforts to acquire a liquor license prior to the Commencement Date (the "Liquor License"). Landlord will reasonably cooperate with Tenant, at no cost to Landlord, to facilitate Tenant's acquisition of the Liquor License. Notwithstanding the foregoing, Tenant may use a portion of the Construction Allowance, not to exceed \$25,000.00, to obtain the Liquor License. Tenant shall not transfer the Liquor License without the prior written consent of Landlord, which consent may be withheld by Landlord in its sole discretion.

Tenant hereby grants Landlord, its designee, assignee or nominee, the right and option (the "Option") to purchase the Liquor License (i) at any time when Tenant is in default under this Lease beyond any applicable cure period, or (ii) within 60 days after the expiration of the Term. The option price for exercising the Option to purchase the Liquor License shall be \$10.00. Landlord shall have the right to exercise the Option at any time in accordance with the aforementioned terms upon written notice to Tenant. Upon request by Landlord, Tenant shall promptly execute any and all documents and take any and all actions deemed reasonably necessary by Landlord to effect the exercise of the Option for purchase and transfer of the Liquor License, including, but not limited to, an executed, in-blank application for transfer of the Liquor License and supporting corporate resolutions which Landlord shall have the right to use in applying for the transfer of the Liquor License pursuant to this paragraph.

(b) In order to secure Landlord's right to acquire the Liquor License pursuant to the Option, Tenant hereby grants Landlord a security interest in the Liquor License and agrees, if requested, to execute and deliver to Landlord for filing the appropriate UCC-1 Financing Statements or other applicable documents indicated a security interest in the Liquor License to enable Landlord to perfect its interest. Tenant agrees to execute a separate security agreement in accordance with applicable Laws upon Landlord's request.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the date first written above.

LANDLORD:

RED CEDAR STUDENT HOUSING I HOLDINGS, LLC,
an Ohio limited liability company

By: [Signature]
Mark A. Damante, Vice President

STATE OF OHIO
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this 7th day of February, 2022, by Mark A. Damante, the Vice President of RED CEDAR STUDENT HOUSING I HOLDINGS, LLC, an Ohio limited liability company, on behalf of the company.

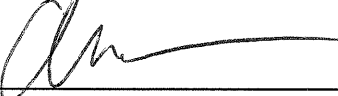


NANNETTE C. BUEL
Notary Public, State of Ohio
My Commission Expires 10-07-24

[Signature]
Notary Public

TENANT:

THE OLD BAG OF NAILS PUB-LANSING, LLC, an Ohio limited liability company

By: 

Michael Purdum, Managing Member

STATE OF OHIO
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this 21 day of January, 2022, by Michael Purdum, the Managing Member, of THE OLD BAG OF NAILS PUB-LANSING, LLC, an Ohio limited liability company, on behalf of the company.



Crystal G Robinett
Notary Public, State of Ohio
My Commission Expires 10/13/2025

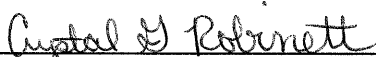

Notary Public
My commission expires: 10/13/2025

EXHIBIT A

Legal Description of the Project

Situated in the City of Lansing, County of Ingham and State of Michigan:

Part of Lots 6, 15, and 17, part of vacated Cooper Street, part of vacated Olin Avenue and vacated portion of Reniger Court (Platted as Fredrick Street), Supervisor's Plat No. 1 as recorded in Liber 12 of Plats, Page 27, Ingham County Records; also

part of the Plat of Riverside as recorded in Liber 3 of Plats, Page 25, Ingham County Records; also part of the "Plat of the Subdivision of all that part of the Southeast quarter of Section 14 and all of that part of Section 23 lying North of the Cedar River" according to the True Copy of the Original recorded June 13th, 1856; also part of the Southwest 1/4 of Section 13 and part of the Southeast 1/4 of Section 14, Town 4 North, Range 2 West, City of Lansing, Ingham County, Michigan, all being more particularly described as follows;

Commencing at the West 1/4 corner of Section 13 also being the East 1/4 corner of Section 14, Town 4 North, Range 2 West;

Thence, South 00 degrees 33 minutes 40 seconds West, 119.50 feet along the West line of Section 13 and the East line of Section 14 to the South right of way line of Michigan Avenue and the North line of Lot 19 of Supervisor's Plat No. 1;

Thence, South 89 degrees 49 minutes 55 seconds West, 1.85 feet along the South right of way line of Michigan Avenue to the Northwest corner of Supervisor's Plat No. 1 and the Point of Beginning of following described Parcel;

Thence, South 00 degrees 44 minutes 26 seconds West (platted as South), 540.51 feet along the West line of Supervisor's Plat No. 1 to the Southwest corner of Lot 23;

Thence, South 89 degrees 58 minutes 26 seconds East, (Platted as North 89 degrees 15 minutes East), 182.60 feet along the South line of Lot 23 and its Easterly extension;

Thence, North 00 degrees 22 minutes 22 seconds West, 100.00 feet along the West line of the East 1/2 of vacated Olin Avenue;

Thence, South 89 degrees 58 minutes 26 seconds East, 998.91 feet along the North line of the South 100 feet of the East 1/2 of vacated Olin Avenue, the North line of the South 100 feet of Lot 17, the North line of the South 100 feet of vacated Cooper Street, the North line of the South 100 feet of Lot 15, the North line of the South 100 feet of vacated portion of Reniger Court (Platted as Fredrick Street) and the North line of the South 100 feet of Lot 6 to the East line of Lot 6;

Thence, South 00 degrees 15 minutes 20 seconds East, 366.50 feet along the East line of Lot 6 and the West line of Outlot "A";

Thence, North 89 degrees 58 minutes 26 seconds West, 223.54 feet;

Thence, North 54 degrees 00 minutes 29 seconds West, 52.00 feet;

Thence, 69.79 feet along a 74.00 foot radius curve to the right, said curve having a central angle of 54 degrees 02 minutes 03 seconds and a chord of South 63 degrees 00 minutes 32 seconds West, 67.23 feet;

Thence, North 89 degrees 58 minutes 26 seconds West, 428.58 feet;

Thence, 231.33 feet along a 274.00 foot radius curve to the right, said curve having a central angle of 48 degrees 22 minutes 26 seconds and a chord of North 65 degrees 47 minutes 13 seconds West, 224.52 feet;

Thence, 377.37 feet along a 326.00 foot radius curve to the left, said curve having a central angle of 66 degrees 19 minutes 27 seconds and a chord of North 74 degrees 45 minutes 43 seconds West, 356.65 feet;

Thence, 188.95 feet along a 910.36 foot radius curve to the right, said curve having a central angle of 11 degrees 53 minutes 31 seconds and a chord of South 77 degrees 56 minutes 02 seconds West, 188.61 feet;

Thence, North 03 degrees 56 minutes 40 seconds West, 79.35 feet;

Thence, 99.65 feet along a 91.50 foot radius curve to the left, said curve having a central angle of 62 degrees 23 minutes 54 seconds, and a chord of North 31 degrees 20 minutes 47 seconds East, 94.80 feet;

Thence, North 89 degrees 51 minutes 10 seconds West, 50.00 feet parallel with the South right of way line of Michigan Avenue;

Thence, 130.38 feet along a 41.50 foot radius curve to the right, said curve having a central angle of 180 degrees 00 minutes 00 seconds and a chord of North 89 degrees 51 minutes 10 seconds West, 83.00 feet;

Thence, North 00 degrees 08 minutes 50 seconds East, 133.87 feet perpendicular to the South right of way line of Michigan Avenue;

Thence, South 89 degrees 51 minutes 10 seconds East, 133.00 feet parallel with the South right of way line of Michigan Avenue;

Thence, North 00 degrees 08 minutes 50 seconds East, 175.20 feet perpendicular to the South right of way line of Michigan Avenue;

Thence, North 89 degrees 51 minutes 10 seconds West, 54.50 feet parallel with the South right of way line of Michigan Avenue;

Thence, North 00 degrees 08 minutes 50 seconds East, 192.26 feet perpendicular to the South right of way line of Michigan Avenue;

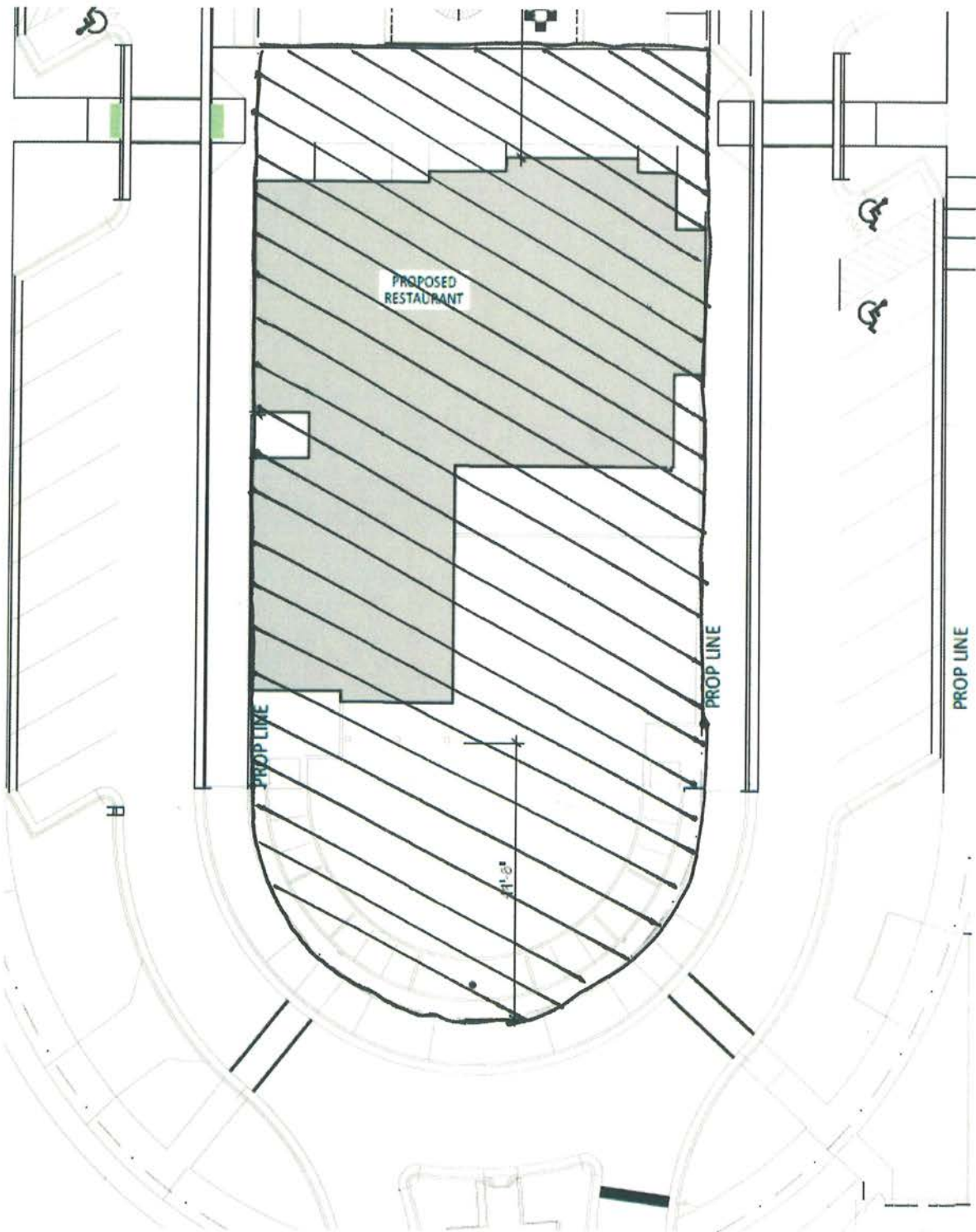
Thence, South 89 degrees 51 minutes 10 seconds East, 321.27 feet along the South right-of-way line of Michigan Avenue to the Point of Beginning.

Tax ID No: 33-01-01-14-426-003

EXHIBIT B
SITE PLAN

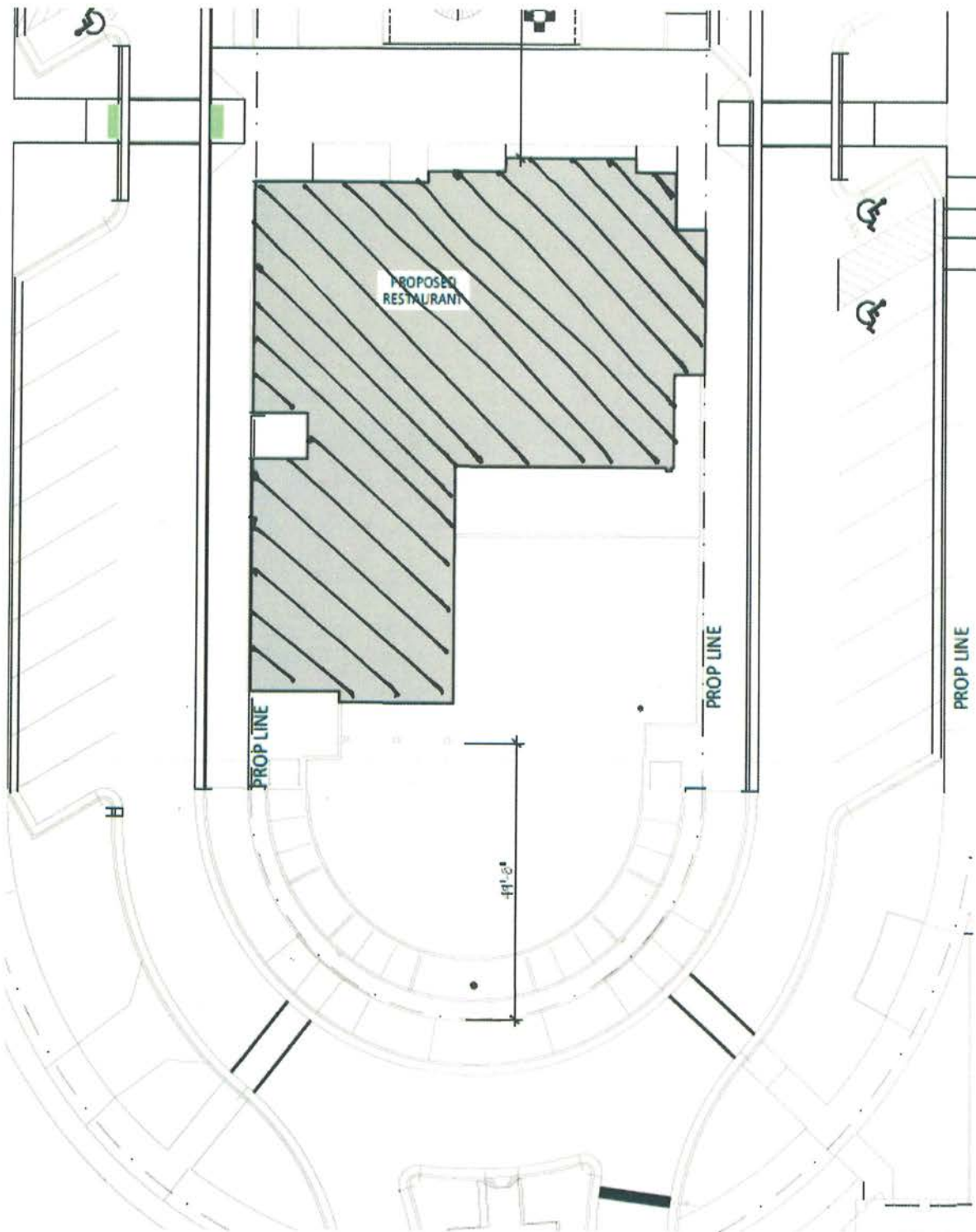
[see immediately following four (4) pages]

Site Plan



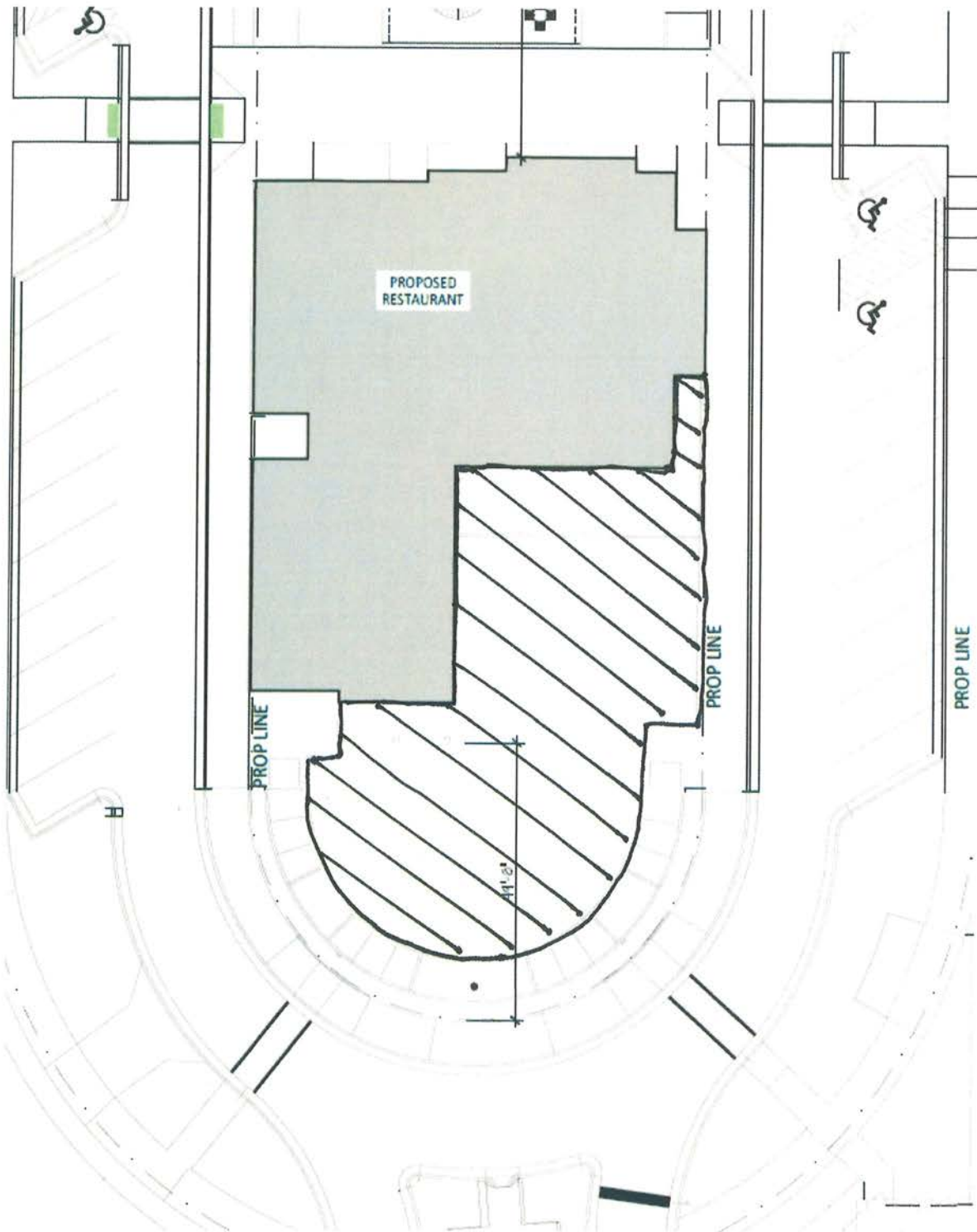
 - Restaurant Site
B-2

Site Plan



 - Restaurant Building (excluding Patio)
B-3

Site Plan

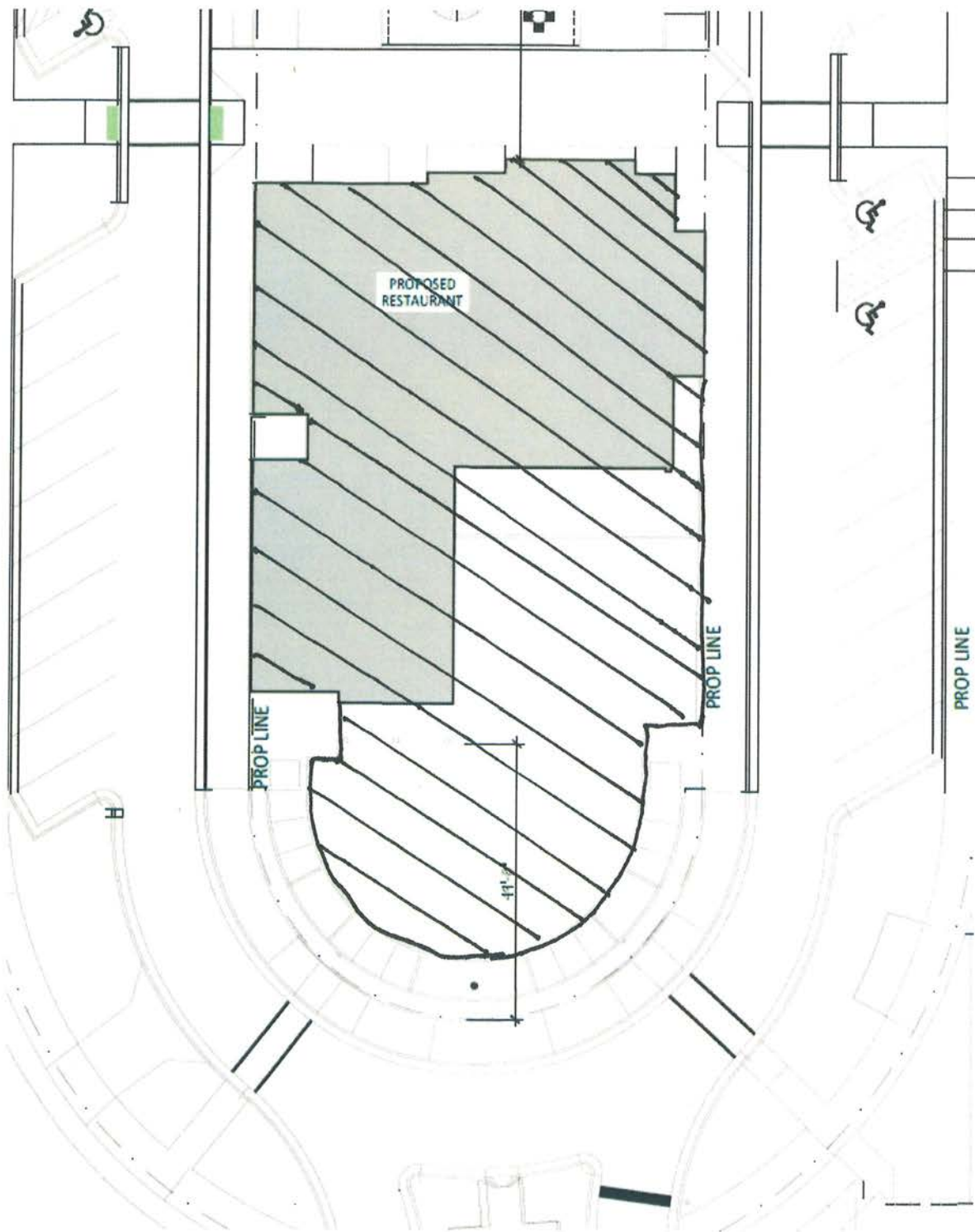


- Patio (1st Floor) *

* 2nd floor Patio not shown.

B-4

Site Plan



- Premises

B-5

EXHIBIT C

CONSTRUCTION

Landlord's Work:

1. Rough plumbing stubbed into the Premises (including gas lines into the kitchen);
2. Rough electric to panel only;
3. Complete sprinkler system, except sprinkler heads to be installed by Tenant under Tenant Construction Plans;
4. Insulation;
5. Patio Garage Doors;
6. Exterior structure of the Premises (including awnings, if any, but excluding Tenant's signage);
7. Poured concrete floor for the Premises;
8. In-ground grease trap outside the Premise;
9. HVAC roof-top units and roof penetrations for the roof-top units, excluding ductwork for the interior of the Premises, which shall be Tenant's responsibility and part of Tenant's Work. In the event Landlord does install the interior ductwork (upon agreement with Tenant), the cost of the materials and installation for the interior ductwork shall be Tenant's responsibility. Landlord and Tenant shall work together diligently, in good faith and in a commercially reasonable manner to determine the bidding process, cost analysis, vendor and subcontractor selection for the HVAC portions of Landlord's Work and Tenant's Work;
10. Installation of the meters and/or submeters for utilities serving the Premises.
11. Any other items listed as Landlord's responsibility under the Landlord Construction Plans.

Landlord's Work shall be completed in accordance the Landlord Construction Plans. "Landlord Construction Plans" shall be approved plans from the "Red Cedar River – Restaurant" plans prepared by Dean A. Wentz Architects, Project No: 2020-037, Dated April 23, 2021, as revised. Any changes to the Landlord Construction Plans after January 1, 2022, shall be mutually agreed upon by Landlord and Tenant and such changes, if any, shall be deemed included in the Landlord Construction Plans. Landlord shall warrant Landlord's Work for one year from the Delivery Date.

Tenant's Work:

All items contained in the Landlord Construction Plans, excluding Landlord's Work as set forth above, along with items set forth in the "Hallmark – Red Cedar River Old Bag of Nails Tenant Improvement Package" plans or the "Old Bag of Nails (Fit Out)" plans prepared by Dean A. Wentz Architects, Project No: 2020-037, Dated October 18, 2021, as approved ("Tenant Construction Plans"), and any additional plans approved pursuant to Section 3.2 of this Lease as part of Tenant's Plans. Any changes to the Tenant Construction Plans after initial approval, shall be mutually agreed upon by Landlord and Tenant and such changes, if any, shall be deemed included in the Tenant Construction Plans. Tenant's Work also includes the installation of the Landlord's Financed Personal Property.

EXHIBIT D

GUARANTY

THIS GUARANTY (this "Guaranty") is made by Purdum Restaurant Management, LLC ("Guarantor").

WITNESSETH

WHEREAS, Landlord is willing to execute the Lease to which this Guaranty is attached as an exhibit, at the request of Guarantor and on condition of receiving this Guaranty from Guarantor as herein contained;

NOW, THEREFORE, for and in consideration of leasing the Premises by Landlord to Tenant, which Lease is executed contemporaneously herewith, for value received and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by Guarantor:

1. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Lease.

2. Guarantor hereby absolutely, unconditionally and irrevocably guarantees at any time to Landlord: (i) the full and prompt payment, when due, whether at stated maturity, upon acceleration or otherwise, and at all times thereafter, of any and all debts, liabilities, and obligations of Tenant provided for in the Lease in strict accordance with the terms and conditions thereof (hereinafter called the "Indebtedness"); and (ii) the full, complete, and punctual observance, performance, and satisfaction of the obligations, duties and agreements of Tenant provided for in the Lease in strict accordance with the terms and conditions thereof (hereinafter called "Obligations") including, but not limited to, the payment and/or reimbursement of rent, impositions, insurance, taxes, operating expenses and the costs of maintenance and repairs as therein provided for. Guarantor agrees and acknowledges that this Guaranty shall be one of payment and performance and not one of collection. Landlord shall be entitled to commence any action or proceeding against Guarantor to enforce the provisions of this Guaranty without first making demand upon Tenant or commencing an action, arbitration proceeding or other proceeding against Guarantor to enforce the provisions of this Guaranty without first making demand upon Tenant or commencing an action, arbitration proceeding or other proceeding against Tenant, or otherwise attempting to enforce its available remedies against Tenant. Guarantor does hereby waive each and every notice to which Guarantor might be entitled under the Lease, or otherwise, and expressly consents to any extension of time, leniency, modification, waiver, forbearance, or any changes that may be made in any terms and conditions of the Lease, any exhibits attached thereto, and specifically, the plans and specifications referred to therein, and no such change, modification, extension, waiver or forbearance shall release Guarantor from any liability or obligation hereby incurred or assumed. Guarantor agrees that the liability of Guarantor hereunder shall not be discharged unless the full performance of the Obligations and repayment of the Indebtedness or any other sums due hereunder. Guarantor further expressly waives any notice of default or request of demand in or under any of the terms of the Lease.

3. The term "Tenant" shall also include successors, assigns, and/or sub-tenants of Tenant; however, Landlord shall not be obligated to consent to such assignment or subletting.

4. If any action, including any arbitration proceeding (if it is decided to submit such matter to arbitration), shall be commenced by Landlord to enforce the provisions of this Guaranty, Landlord shall be entitled (if it shall prevail in any such action or proceeding) to recover all costs and expenses incurred therein including reasonable attorneys' fees, court costs, filing fees, recording costs, expenses or foreclosure, and all other costs and expenses incurred in connection therewith.

5. The provisions of this Guaranty and the obligations of Guarantor hereunder shall survive and shall remain in full force and effect notwithstanding any bankruptcy of Tenant, any assignment for the benefit of creditors by Tenant, reorganization, receivership, or any insolvency proceedings commenced by or against Tenant, and any orders, judgments or decrees that may result therefrom or any invalidity or unenforceability of the Lease.

6. The obligations of Guarantor hereunder shall be joint and several. This Guaranty shall inure to Landlord, Landlord's heirs, legal personal representatives, successors and assigns, and shall extend to and bind the heirs, executors, administrators, legal and personal representatives and assigns of the undersigned Guarantor.

7. This Guaranty has been negotiated, executed and delivered in the state in which the Premises are located and shall be governed by the Laws of such state without reference to the conflicts of law principles of that state. As used in this Guaranty, the singular shall include the plural, and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context so requires. If any provisions of this Guaranty, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstances, is adjudicated by a court of competent jurisdiction to be invalid, the validity of the remainder of this Guaranty shall be construed as if such invalid part were never included herein. Time is of the essence of this Guaranty. All payments to be made hereunder shall be made in currency and coin of the United States of America that are legal tender for public and private debts at the time of payment.

8. This Guaranty and the Lease constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior such agreements and understandings, both written and oral. This Guaranty may not be modified or amended except by a written instrument signed by Landlord and Guarantor. If this Guaranty is executed in several counterparts, each of these counterparts shall be deemed an original, and all of them together shall constitute one and the same instrument.

9. Any indebtedness of Tenant to Guarantor (the "Subordinated Debt") now or hereafter existing is hereby subordinated to the Indebtedness. Guarantor agrees that, until the entire Indebtedness has been paid in full, Guarantor will not seek, accept or retain for Guarantor's own account, any payment from Tenant on account of the Subordinated Debt. Any payments to Guarantor on account of the Subordinated Debt shall be collected and received by Guarantor in trust for Landlord and shall be paid over to Landlord on account of the Indebtedness without impairing or releasing the obligations of Guarantor hereunder.

10. Notwithstanding anything to the contrary contained herein, Guarantor's liability under this Guaranty is limited to the amount of Indebtedness and those Obligations accruing under the Lease which accrue during the first ten Lease Years, as such term is defined in the Lease, provided, however, this Guaranty shall terminate and be of no further force and effect as of the date Tenant's total Percentage Rental payments and any payments made to Landlord pursuant to Section 7.1(b) of the Lease (if applicable) equal or exceed the amount of the Construction Allowance plus interest of five percent per annum.

11. Any notice or demand that Landlord may desire or may be required to give Guarantor shall be given in accordance with the notice provisions in the Lease, addressed to Guarantor at its address set forth below, or to such other address as Guarantor may have designated to Landlord in writing to Landlord.

ADDRESS OF GUARANTOR:

Same as Tenant

GUARANTOR:

Purdum Restaurant Management, LLC, an Ohio
limited liability company

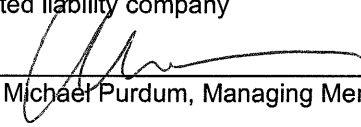
By: 
Michael Purdum, Managing Member

EXHIBIT E

RENEWAL OPTIONS

Provided this Lease has not been terminated and Tenant is not then in default under this Lease, Tenant shall have the option to renew this Lease for three consecutive additional five-year terms (each such term being hereinafter called a "Renewal Term"), on the following terms and conditions:

a) The replacement rental for Percentage Rental for each Renewal Term (the "Renewal Rental") shall be as follows:

Renewal Rental:

Lease Years	Annual Renewal Rent	Monthly Renewal Rent	Rent PSF*
11-15 (1st Renewal Term)	\$170,660.00	\$14,221.67	\$23.00
16-20 (2nd Renewal Term)	\$185,500.00	\$15,458.33	\$25.00
21-25 (3rd Renewal Term)	\$200,340.00	\$16,695.00	\$27.00

*PSF means "per square foot of the Premises per annum".

b) Tenant shall pay to Landlord Renewal Rental in monthly installments in the amount specified above for the applicable Renewal Term. All installments shall be due and payable on or before the first day of each calendar month commencing with the first calendar month of the applicable Renewal Term during such applicable Renewal Term.

c) Tenant shall notify Landlord in writing that Tenant is exercising the renewal option not less than 180 days before the expiration of the then-current Term, and, if Tenant fails to do so (time being of the essence), all unexercised renewal options shall be deemed null and void. The term "Term" as used in this Lease shall mean the initial Term as same may have been extended pursuant to this Exhibit E.

d) The leasing of the Premises by Landlord to Tenant during a Renewal Term shall be upon all terms and conditions set forth in this Lease, except as expressly modified by this Exhibit E, including, but not limited to, the payment of Tenant's Proportionate Share of Taxes, and any repairs and other items as set forth in this Lease, and except that the total number of renewal options exercisable by Tenant pursuant to this Exhibit E shall be as set forth above. Tenant, if requested by Landlord, agrees to execute a new Lease for the Renewal Terms on the same terms and conditions set forth in this Lease, except as modified in accordance with the terms of this Exhibit E.

EXHIBIT F

PROHIBITED USES

No portion of the Premises may be used for any of the following purposes:

1. Any unlawful use, or any use that creates a nuisance.
2. Secondhand store or flea market.
3. Storage of motor vehicles, boats or trailers.
4. Automobile repair operations, gas or service station.
5. "Head shops", medical marijuana facilities, recreational marijuana facilities, or other similar type uses.
6. Automobile sale (excluding sale of automotive parts and accessories).
7. Educational facilities, except for training classes incidental to a tenant's primary use.
8. Vocational schools or training class unrelated to primary retail use.
9. Manufacturing or assembling facilities.
10. Churches or places or religious congregations.
11. Night club and/or dance club. Notwithstanding the foregoing, so long as Tenant operates the Premises as a typical "The Old Bag of Nails" restaurant pursuant to the Permitted Use, the incidental or ancillary offering of live music, karaoke music, DJ'd music or similar music offerings shall not be a violation of this prohibition, provided same are in compliance with Laws.
12. Movie theatre.
13. Abortion clinic.
14. Bowling alley.
15. Pool or billiard room. Notwithstanding the foregoing, so long as Tenant operates the Premises as a typical "The Old Bag of Nails" restaurant pursuant to the Permitted Use, the incidental or ancillary offering of pool tables, billiard tables, darts or similar games shall not be a violation of this prohibition, provided same are in compliance with Laws.
16. Store which sells pornographic material.
17. Game arcade. Notwithstanding the foregoing, so long as Tenant operates the Premises as a typical "The Old Bag of Nails" restaurant pursuant to the Permitted Use, the incidental or ancillary offering of arcade games shall not be a violation of this prohibition, provided same are in compliance with Laws.
18. Roller or ice-skating rink.
19. Any non-retail use.

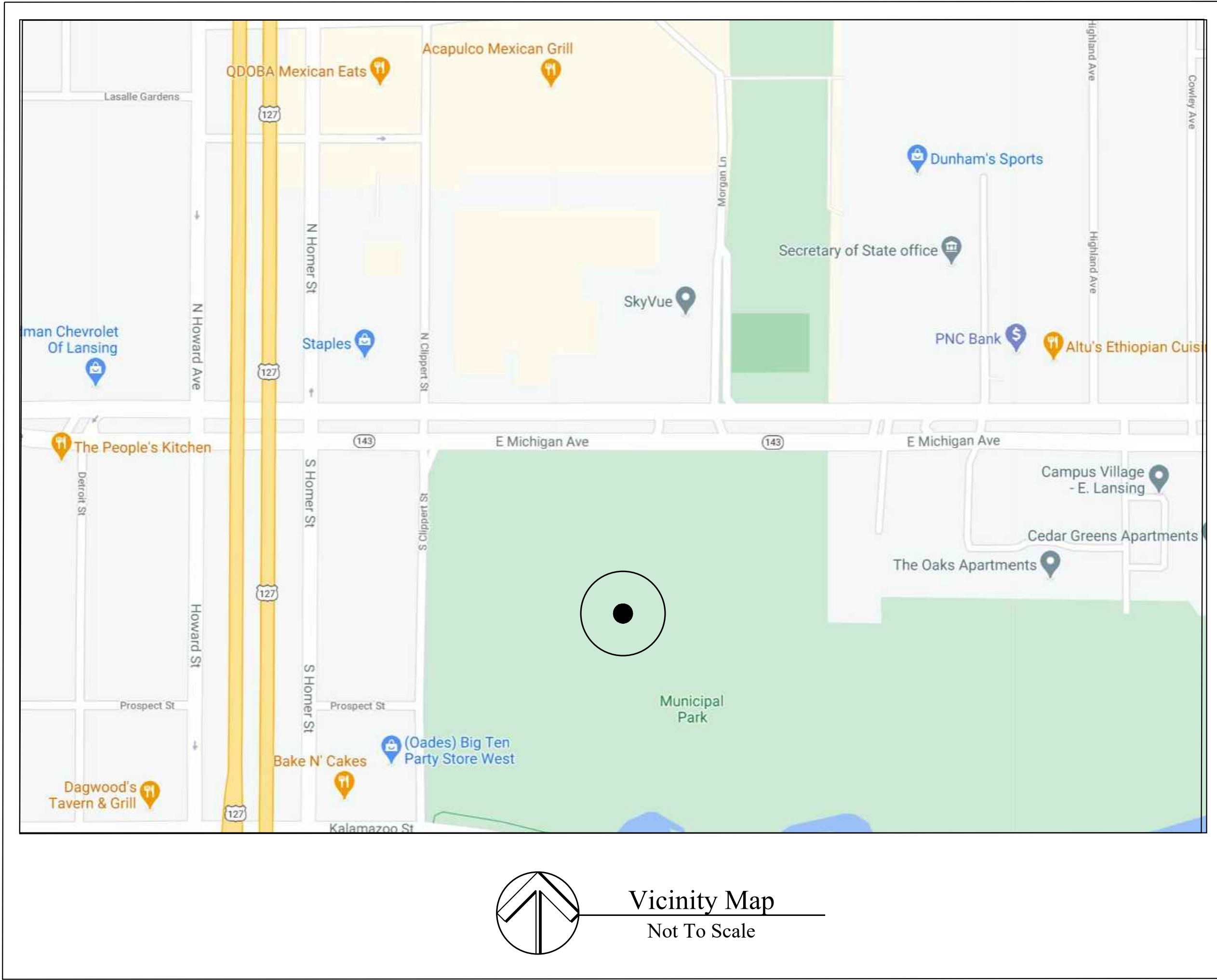
EXHIBIT G

LANDLORD'S FINANCED PERSONAL PROPERTY

Tenant shall be permitted to acquire personal property, trade fixtures, furniture, equipment and signs to be maintained in the Premises for use therein by Tenant, for which Tenant has provided reasonable supporting documentation of purchase and acquisition subject to the Construction Allowance in accordance with Section 3.3 of this Lease. Upon such acquisition, Landlord and Tenant shall use diligent and good faith efforts to cooperate in compiling an itemized list of the Landlord's Financed Personal Property following the opening of the Premises to the public for business.

OLD BAG OF NAILS

3124 E. Michigan Ave.
Lansing, Michigan 38912



INDEX OF DRAWINGS	
	COVER SHEET
SG-1	SIGNAGE DETAILS
SG-2a	1st FLOOR SIGNAGE PLAN
SG-2b	1st FLOOR SIGNAGE PLAN
A-1.0	CODE COMPLIANCE INFORMATION
A-1.1	LIFT SAFETY PLAN
A-1.2	TYPICAL ACCESSIBILITY DETAILS
A-10	OVERALL FIRST FLOOR PLAN
A-11	OVERALL SECOND FLOOR PLAN
A-12	INTERIOR ELEVATIONS
A-13	INTERIOR ELEVATIONS, SECTIONS & DETAILS
A-14	FIRST FLOOR REFLECTED CEILING PLAN
A-15	SECOND FLOOR REFLECTED CEILING PLAN
A-3.0	ENLARGED PLANS - STAIRS
A-3.1	STAIR SECTIONS
A-9	DOOR SCHEDULE

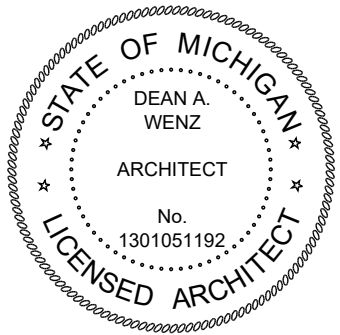
DEAN A. WENZ

A R C H I T E C T S

2463 E. Main Street, Bexley, Ohio 43209
(614) 239-6868 Fax (614) 239-9868

PROJECTNUMBER

April 23, 2021



Red Cedar River - Restaurant (Shell)
Restaurant

Restaurant

3124 E. Michigan Ave. - Lansing, MI 48912

DEVELOPER:
ILITIES/CONTENT

HALLMARK CAMPUS COMMUNITIES/ CONTINENTAL DEVELOPMENT COMPANY

Project Number
2020-037

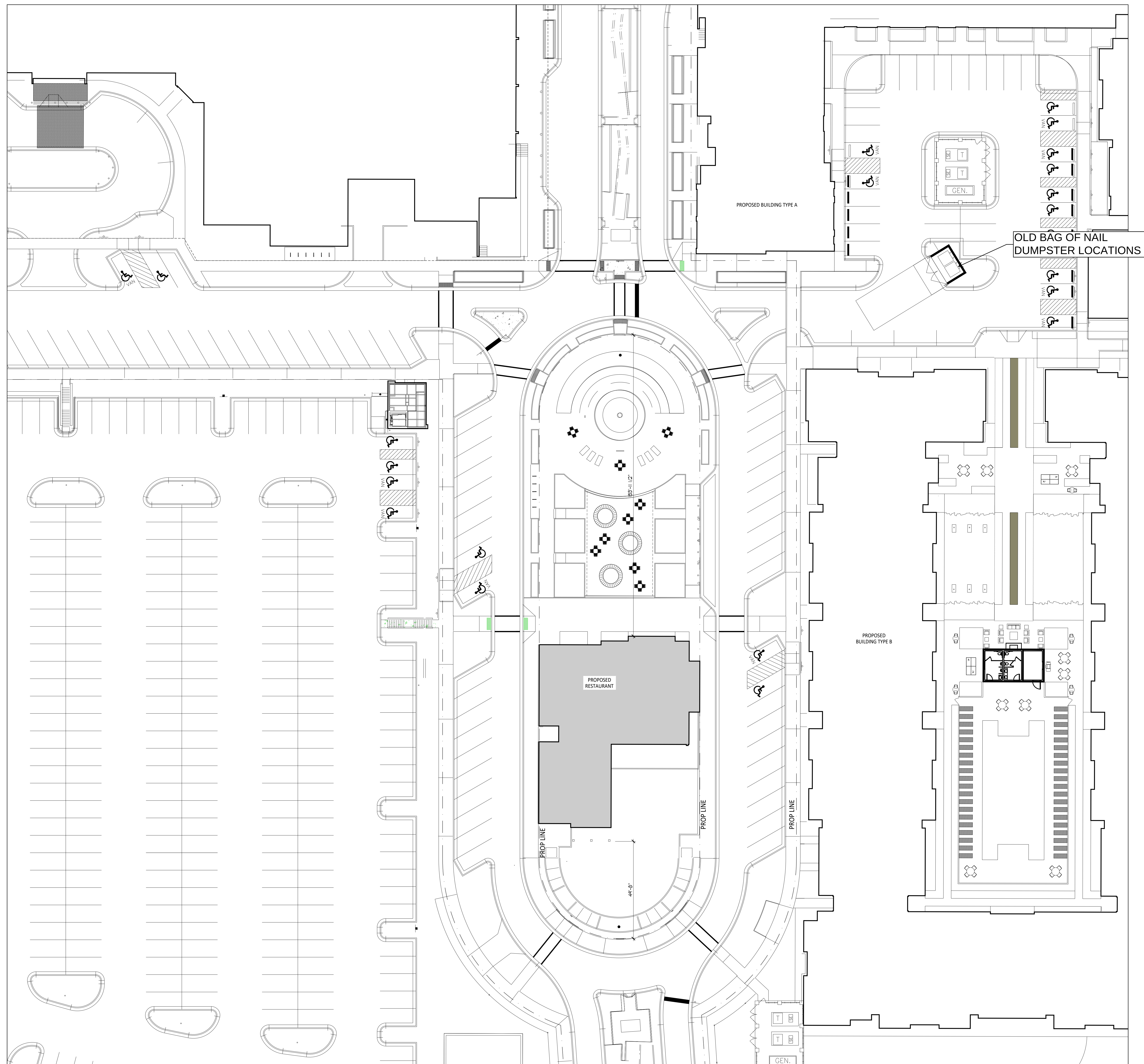
3, 2021

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Sheet Title

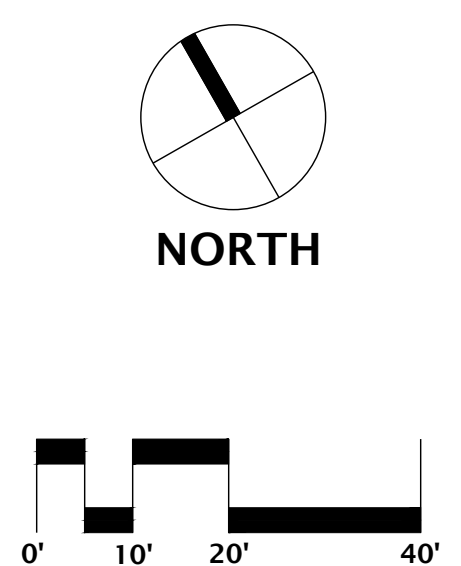
ARCHITECTURAL
SITE PLAN

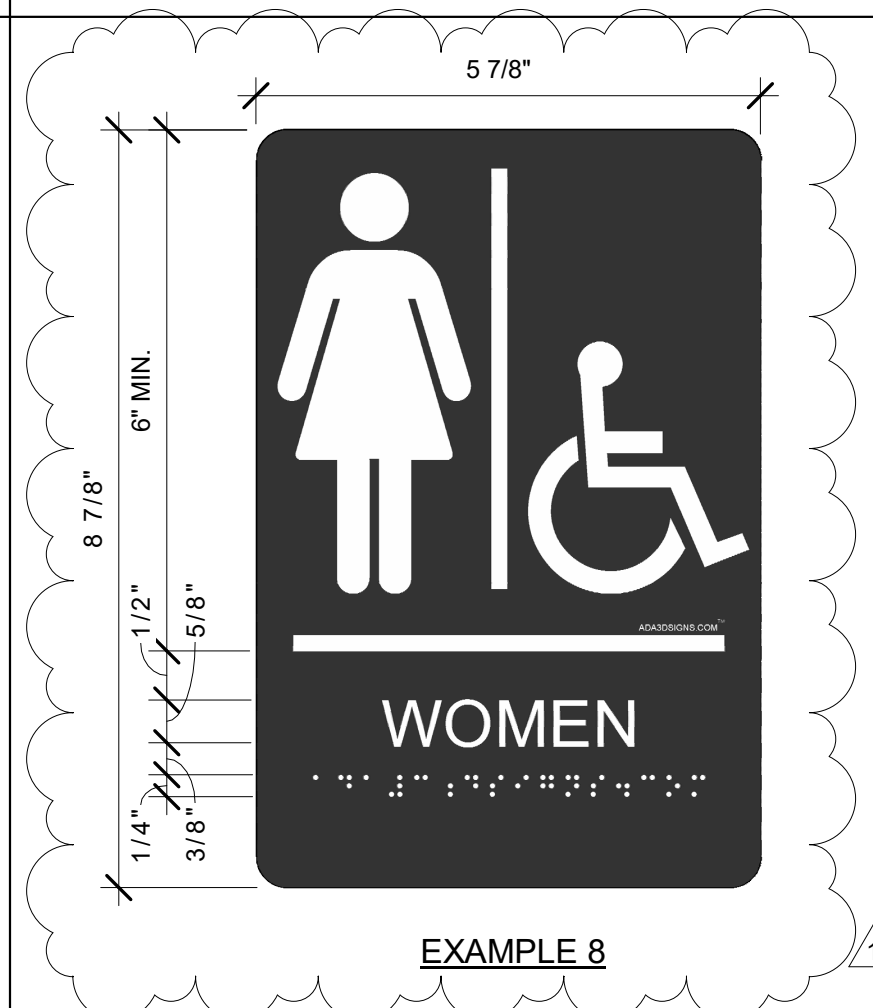
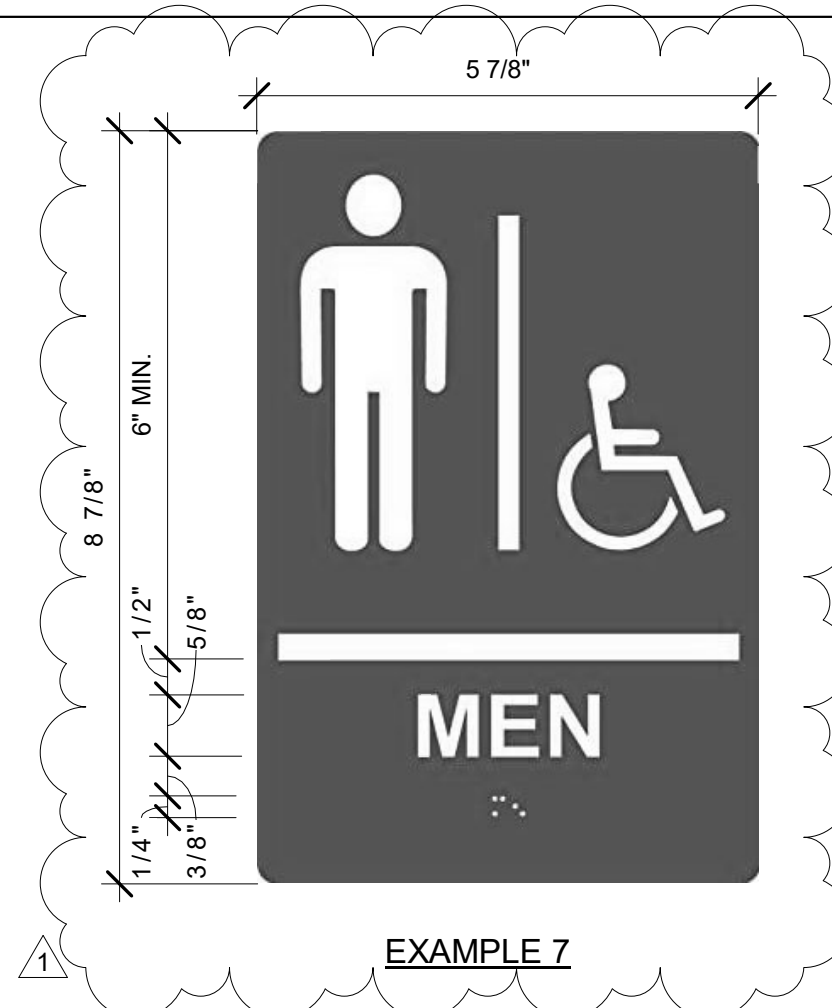
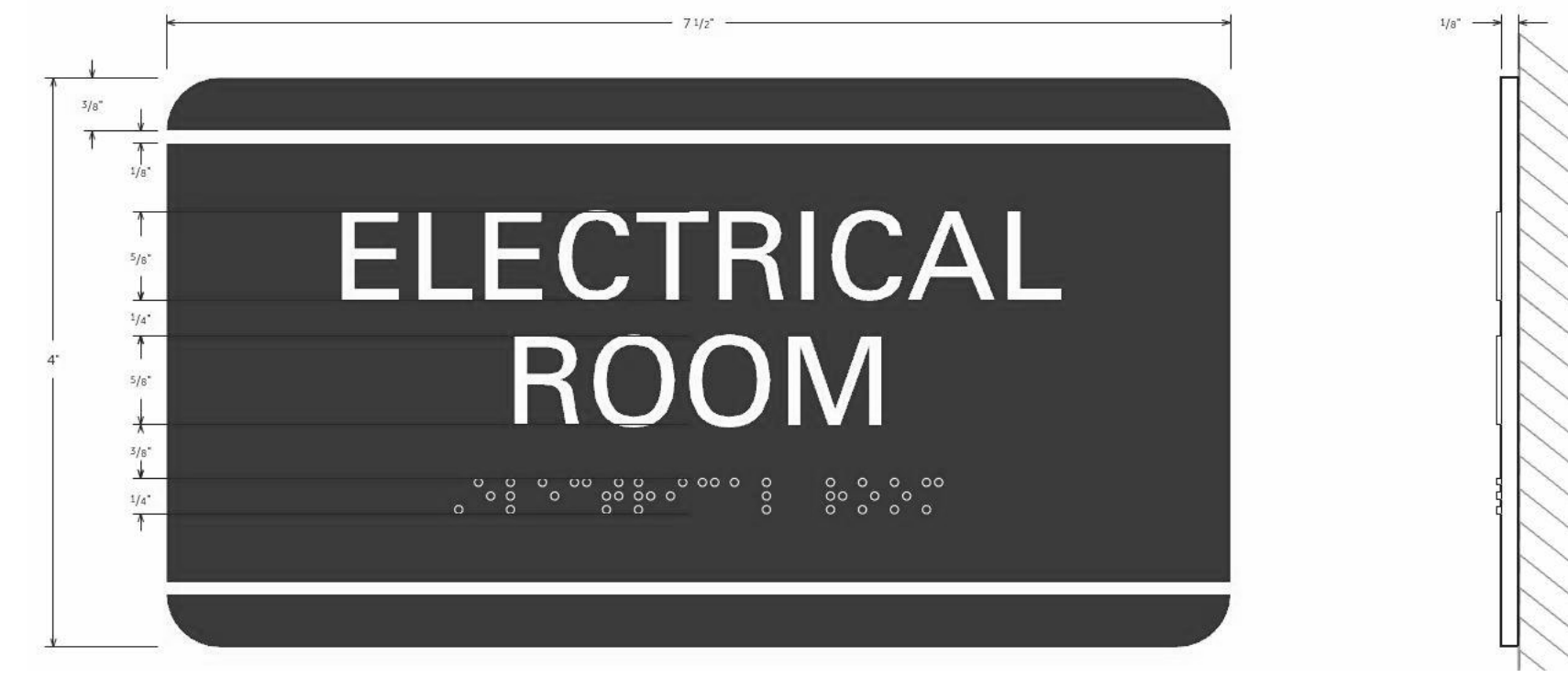
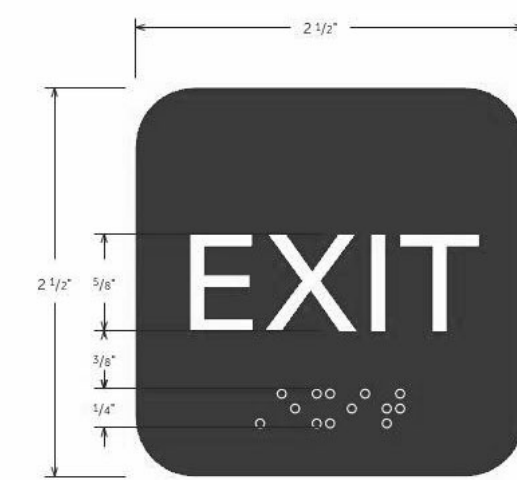
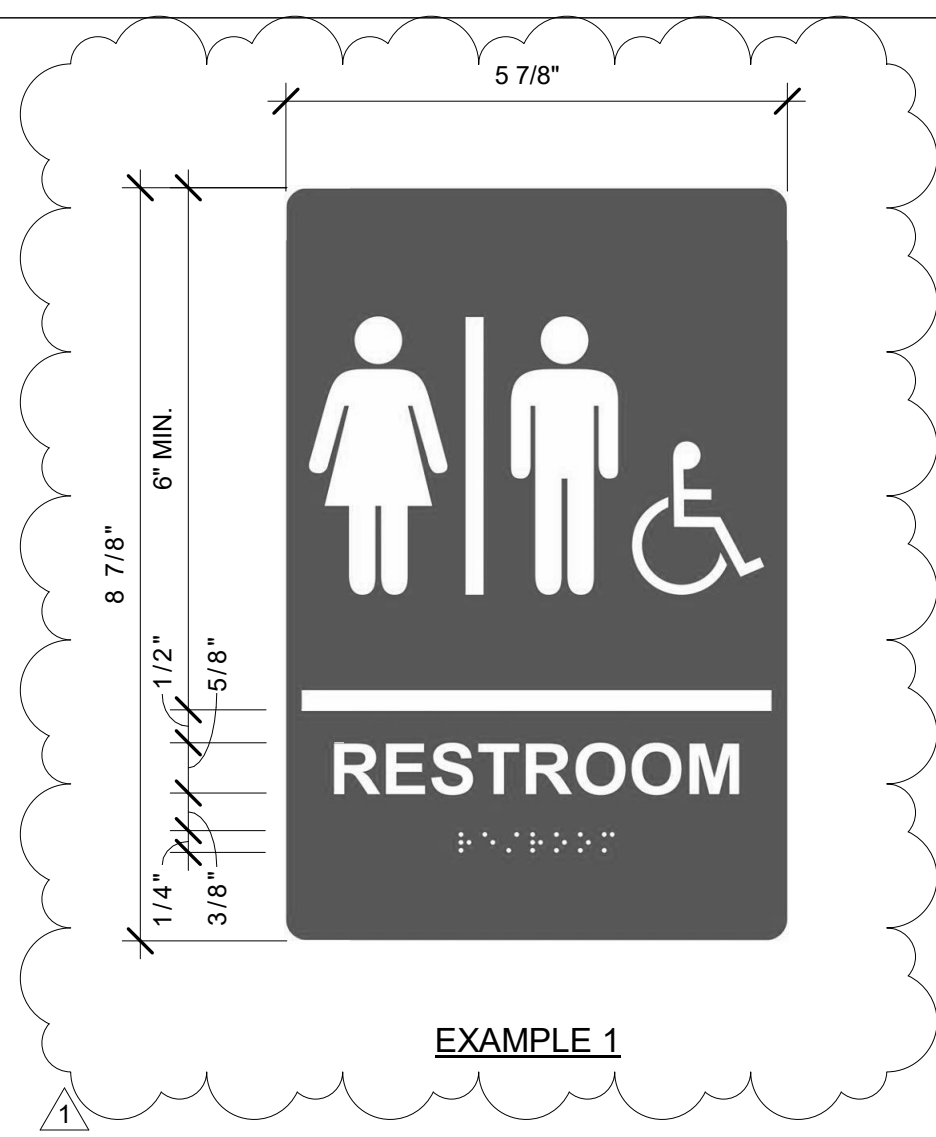
Sheet Number
A-Site Plan



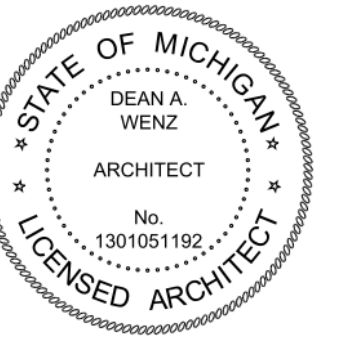
SITE PLAN

* REFER TO CIVIL ENGINEERING DRAWINGS
PREPARED BY LSG ENGINEERS FOR DETAILS
REGARDING GRADING FOR ACCESSIBILITY AND
UTILITY SERVICE LOCATIONS





THE BASELINE OF TACTILE SIGNS CAN BE MOUNTED BETWEEN 48" AT THE LOWEST POINT AND 60" AT THE HIGHEST POINT TO ALLOW FOR SIGNS OF DIFFERENT SIZES TO BE MOUNTED ON THE SAME VISUAL PLANE.



DEAN A. WENZ
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Old Bag of Nails (Fit Out)

3124 E. Michigan Ave. - Lansing, MI 48912

Project Number
2020-037

Date
October 18, 2021

[illegible]

Sheet Title

Signage Details

Sheet Number
SG-1



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Old Bag of Nails (Fit Out)

3124 E. Michigan Ave. - Lansing, MI 48912

Project Number
2020-037

Date
October 18, 2021

[illegible]

Sheet Title

First Floor Signage Plan

Sheet Number
SG-2a

GENERAL NOTES

G1. ALL NOTED SIGNAGE TYPES & LOCATIONS ARE MEANT TO BE A GUIDE ONLY AND SHALL BE THE MINIMUM PROVIDED. IT IS THE RESPONSIBILITY OF THE G.C. TO COORDINATE ALL SIGNAGE LOCATION, TYPE & SIZE WITH THE OWNER FOR FINAL APPROVAL.

CODED NOTES

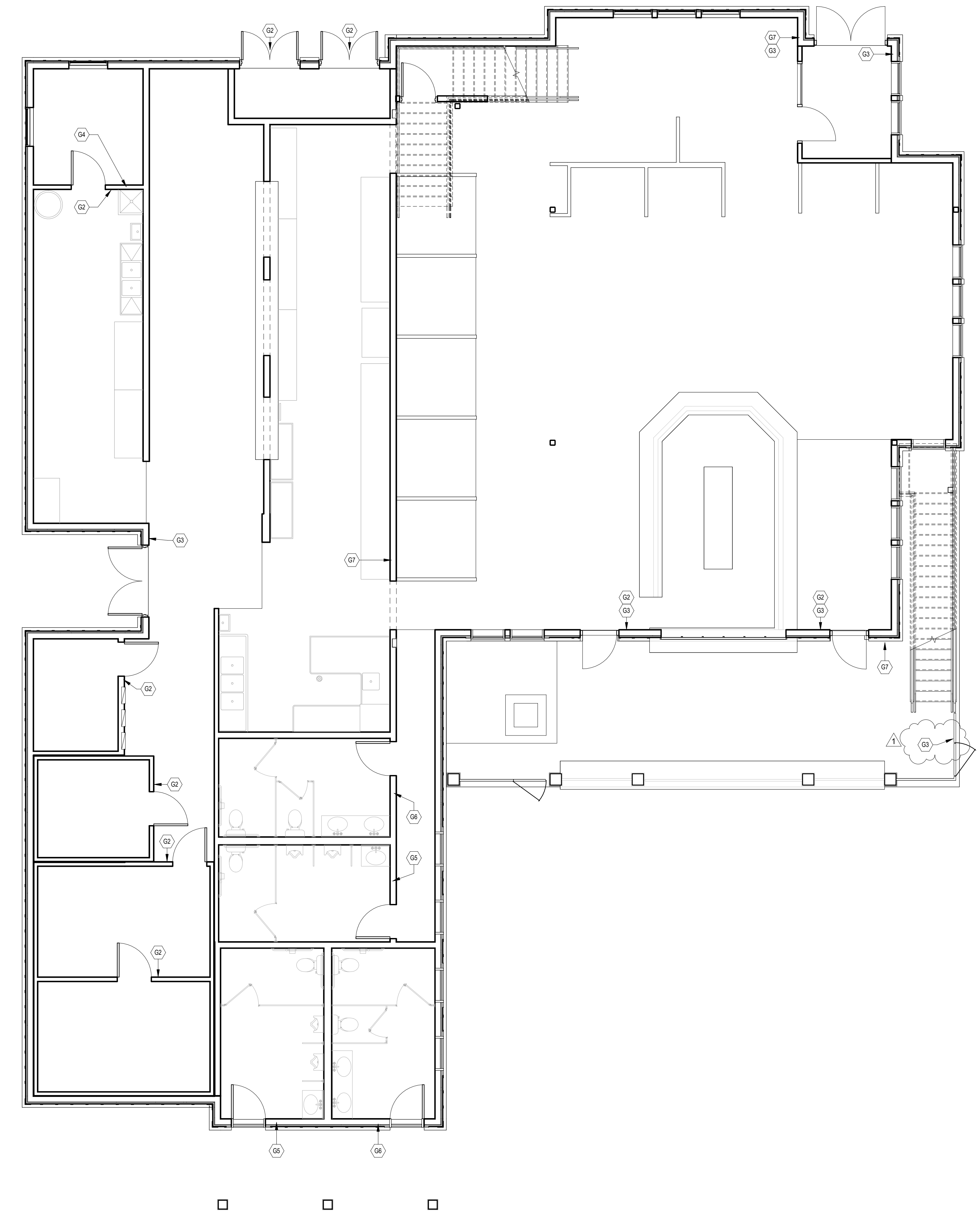
G2 ROOM I.D. SIGN: SEE EXAMPLE 3 ON SHEET
SG-001.

SG3 EXIT SIGN: SEE EXAMPLE 2 ON SHEET SG-001.
SG4 FIRE ALARM, SPRINKLER & FIRE PUMP
SIGNAGE, FOR FIRE DEPARTMENT
USE/LOCATING. SEE EXAMPLE.

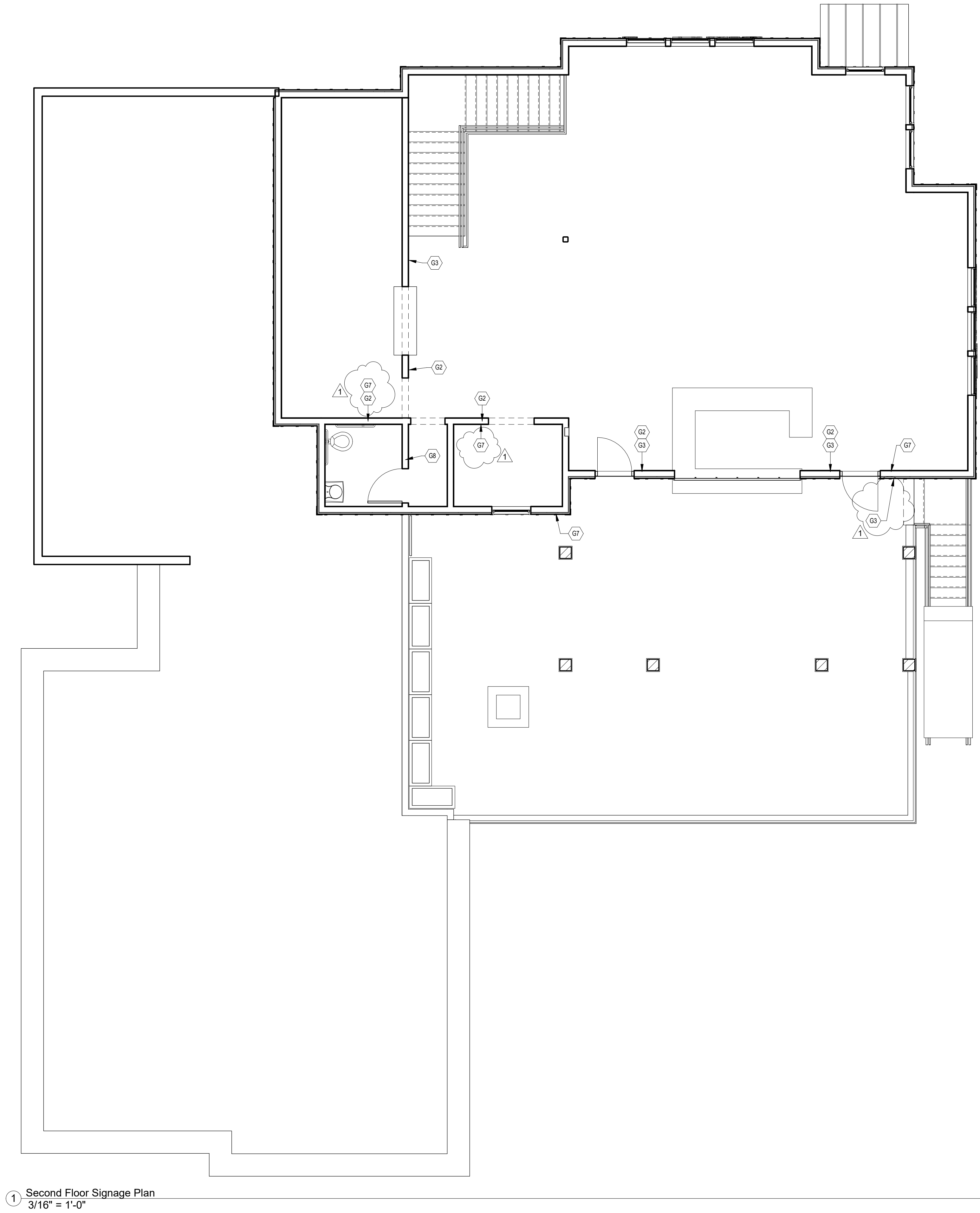
G5 TACTILE RESTROOM SIGN: SEE EXAMPLE 7 ON SHEET SG-001.

G6 TACTILE RESTROOM SIGN: SEE EXAMPLE 8 ON SHEET SG-001.

G7 MAX OCCUPANT LOAD SIGN: SEE EXAMPLE 4
ON SHEET SG-001.



① First Floor Signage
3/16" = 1'-0"



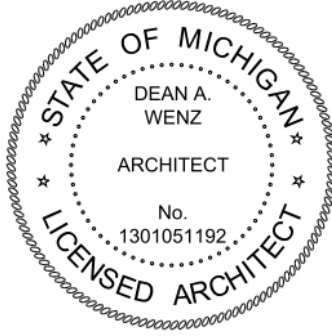
1 Second Floor Signage Plan
3/16" = 1'-0"

GENERAL NOTES

G1. ALL NOTED SIGNAGE TYPES & LOCATIONS ARE MEANT TO BE A GUIDE ONLY AND SHALL BE THE MINIMUM PROVIDED. IT IS THE RESPONSIBILITY OF THE G.C. TO COORDINATE ALL SIGNAGE LOCATION, TYPE & SIZE WITH THE OWNER FOR FINAL APPROVAL.

CODED NOTES

- G2 ROOM I.D. SIGN: SEE EXAMPLE 3 ON SHEET SG-001.
- G3 EXIT SIGN: SEE EXAMPLE 2 ON SHEET SG-001.
- G7 MAX OCCUPANT LOAD SIGN: SEE EXAMPLE 4 ON SHEET SG-001.
- G8 TACTILE RESTROOM SIGN: SEE EXAMPLE 1 ON SHEET SG-001.



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Old Bag of Nails (Fit Out)
3124 E. Michigan Ave. - Lansing, MI 48912

Project Number
2020-037

Date
October 18, 2021

Revisions		
#	DATE	DESCRIPTION
1	01.03.22	ASI 1

Sheet Title

Second Floor Signage Plan

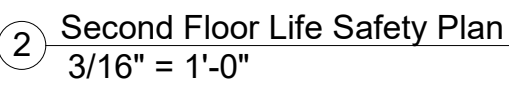
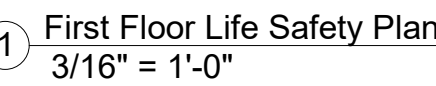
Sheet Number
SG-2b

GENERAL NOTES

G1. REFER TO BUILDING FLOOR PLANS IN SHELL PACKAGE FOR ALL WALL RATINGS.

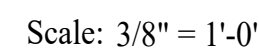
G2. REFER TO TYPICAL WALL SECTIONS FOR ALL FLOOR/CEILING, ROOF/CEILING RATINGS IN SHELL PACKAGE FOR ALL WALL RATING.

RESTAURANT - OCCUPANT LOAD		O.B.C. Table 1004.1.2		
LOCATION	USE GROUP/ FUNCTION	SF/ OCCUPANT	AREA/ SEATS	OCCUPANT LOAD
BAR SEATING (INTERIOR)	A-2 / ASSEMBLY		22	22
DINING BOOTHS (INTERIOR)	A-2 / ASSEMBLY		16	16
DINING TABLES (INTERIOR)	A-2 / ASSEMBLY		56	56
CHUBBY (INTERIOR)	A-2 / ASSEMBLY		30	30
KITCHEN, COMMERCIAL	A-2 / ASSEMBLY	200	1,386	7
OFFICE	A-2 / BUSINESS AREA	100	998	1
BAR SEATING (EXTERIOR)	A-2 / ASSEMBLY		6	6
DINING TABLES (EXTERIOR)	A-2 / ASSEMBLY		8	8
BAR TOP SEATING (EXTERIOR)	A-2 / ASSEMBLY		12	12
LOUNGE (EXTERIOR)	A-2 / ASSEMBLY		6	6
BAR SEATING (SECOND FLOOR INTERIOR)	A-2 / ASSEMBLY		8	8
DINING TABLES (SECOND FLOOR INTERIOR)	A-2 / ASSEMBLY		74	74
BAR SEATING (SECOND FLOOR EXTERIOR)	A-2 / ASSEMBLY		5	5
DINING TABLES (SECOND FLOOR EXTERIOR)	A-2 / ASSEMBLY		58	58
KITCHEN, COMMERCIAL (SECOND FLOOR)	A-2 / ASSEMBLY	200	364	2
LOUNGE (SECOND FLOOR EXTERIOR)	A-2 / ASSEMBLY		6	6
TOTAL				251

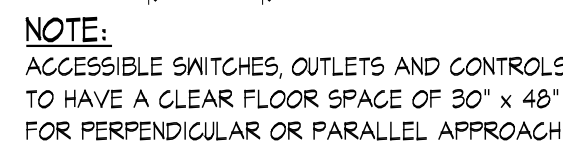




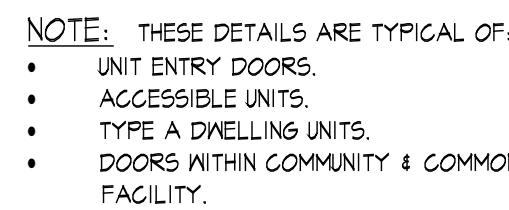
Scale: 1/2" = 1'-0"



Scale: $3/8" = 1'-0"$



Scale: 3/8" = 1'-0'



Scale: $\frac{3}{8}" = 1'-0"$



- 

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Old Bat of Nails (Fit Out)

3124 E. Michigan Ave. - Lansing, MI 48912

Project Number
2020-037

Date _____

October 18, 2021

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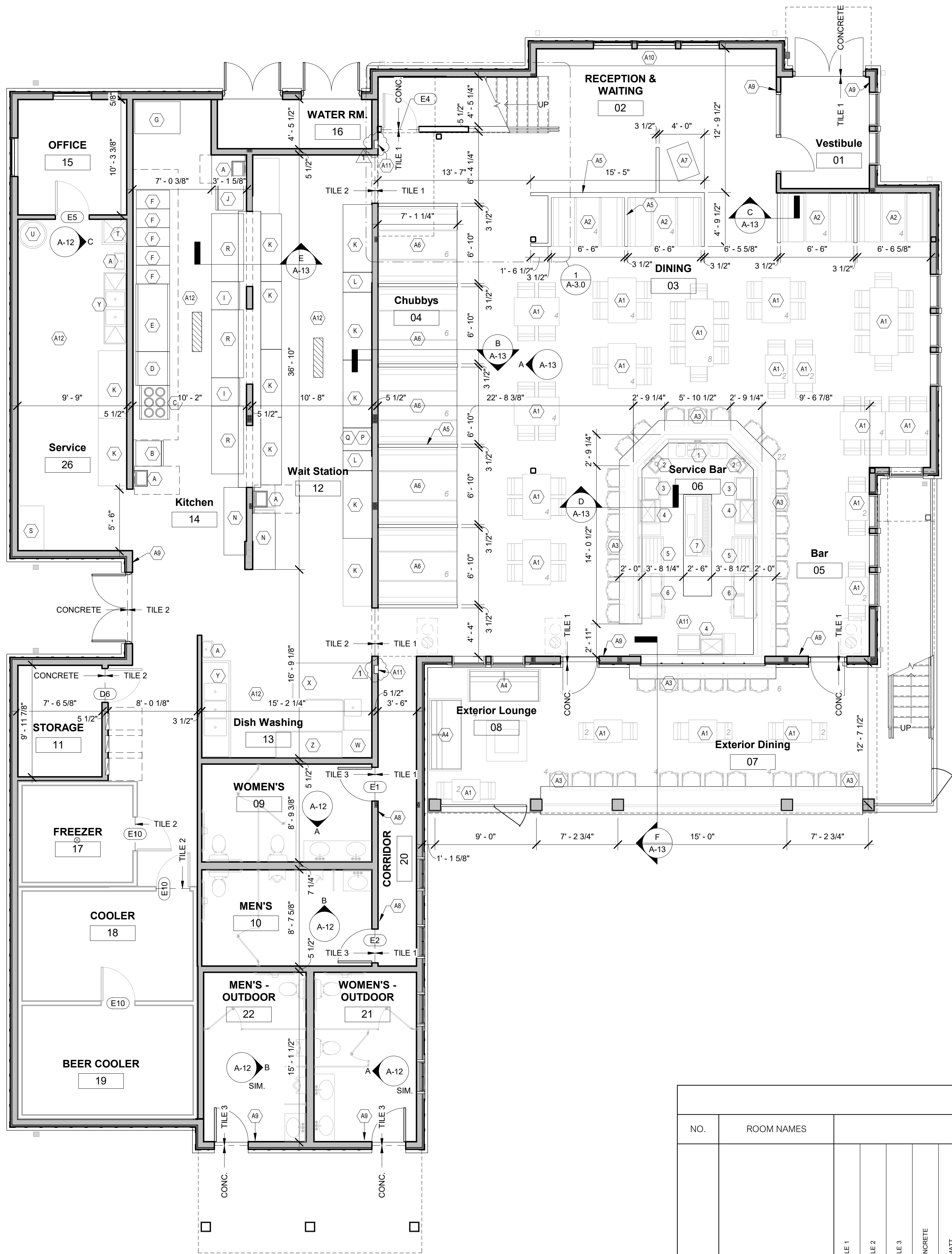
Sheet Title

GENERAL

Typical Accessibility Details

Sheet Number

A-1.2



1 Restaurant Overall First Floor Plan
3/16" = 1'-0"

DINING SURFACE BREAKDOWN					
NO.	ITEM	SEATING CAPACITY	ITEM COUNT-1ST FLOOR	ITEM COUNT-2ND FLOOR	TOTAL SEATING
1	DINING TABLE	4	9	13	88
2	DINING TABLE	2	4	4	16
3	DINING TABLE	8	2	1	24
4	DINING TABLE - HIGH TOP				0
5	BAR DINING TABLE - HIGH TOP (FIXED)				11
6	BOOTH DINING TABLE (FIXED)	4	4	0	16
7	BOOTH DINING TABLE (FIXED & FLEXIBLE)	4	0	2	8
8	BOOTH DINING TABLE (FIXED)	6			0
9	BOOTH DINING TABLE (CHUBBY'S) (FIXED)	6	5	0	30
10	BAR SEATING		22	8	30
11	BAR SEATING (EXTERIOR)		6	5	11
12	RAIL SEATING (EXTERIOR)		12	0	12
13	DINING TABLE (EXTERIOR)	2	4	6	20
14	DINING TABLE (EXTERIOR)	4	0	9	36
15	DINING TABLE (EXTERIOR)	8	0	3	24
16	LOUNGE CHAIRS (EXTERIOR)		4	4	8
Total flexible seating:					269
Total Seating:					334

ROOM FINISH SCHEDULE- FIRST LEVEL																																													
NO.		ROOM NAMES		FLOORS										BASE										WALLS										CEILINGS										CLG. HT.	

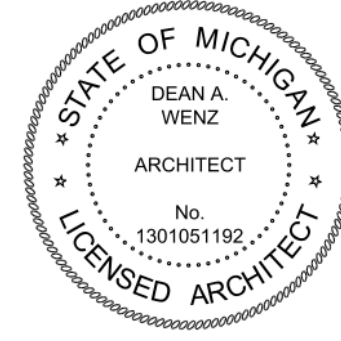
*ALL FINISHES TO BE PROVIDED AND INSTALLED BY TENANT.

GENERAL NOTES

- INTERIOR FINISH MATERIAL SHALL HAVE A CLASS II FLAME SPREAD RATING AS DETERMINED BY ASTM E84.
- INTERIOR FINISHES TO BE PER THE FINISH FLOOR PLAN AND ROOM FINISH SCHEDULE.
- ALL WALLS TO BE PAINTED REQUIRE (1) COAT OF PRIMER, CONCRETE FLOOR FINISH TO BE TREATED WITH ASHFORD WET CURE.
- EXPOSED WOOD ROOM STRUCTURE TO BE PAINTED BLACK.
- INTERIOR FRAMING FOR SEATING AREAS AND BAR TO BE BY TENANT.

CODED NOTES

- 4 COMPARTMENT SINK
- HAND SINK
- MUG CHILLER
- COKE W/ ICE BIN W/ SODA GUN
- BOTTLE COOLER
- GLASS DOOR COOLER
- UNDERCOUNTER DRAFT BEER DISPENSER (TOWER)
- HAND SINK
- DINING TABLE AND CHAIRS.
- BOOTH SEATING.
- BAR STOOL SEATING.
- EXTERIOR LOUNGE SEATING.
- WOOD HALF WALL- SEE DETAILS ON A-13.
- BOOTH SEATING WITH ROOF ABOVE- SEE DETAILS ON A-13.
- HOTNESS STATION.
- TACTILE RESTROOM SIGNAGE. NOTED IN SHELL WORK.
- TACTILE EXIT SIGNAGE. NOTED IN SHELL WORK.
- PROVIDE CLASS 3A FIRE EXTINGUISHER- FINAL LOCATION TO BE DETERMINED BY INSPECTOR.
- PROVIDE CLASS K FIRE EXTINGUISHER LOCATED WITHIN 30 FEET OF ALL COMMERCIAL COOKING EQUIPMENT.
- TRUE SINGLE DOOR STAND UP COOLER
- 6 BURNER RANGE W/ CHEESEMELTER AND OVEN
- 36" VULCAN CHARGRILL W/ EQUIPMENT STAND
- 60" VULCAN GRIDDLE W/ W EQUIPMENT STAND
- DEAN SR-62 FRYERS
- 48" TRUE SALAD COOLER
- 36" SS TABLE
- TRUE SINGLE DOOR STAND UP FREEZER
- 72" SS TABLE
- COKE DROP IN SODA FOUNTAIN W/ ICE BIN
- WIRE RACK SHELVING
- COFFEE MACHINE
- ICED TEA MACHINE
- 72" TRUE SALAD COOLER
- MANITOWOC ICE MACHINE AND BIN
- MOP SINK
- WATER HEATER
- HIGH TEMP DISH MACHINE
- DIRTY DISH DROP OFF TABLE W/ SINK
- 3 COMPARTMENT WAREWASHING
- CEAN DISH PICK UP TABLE



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Old Bag of Nails (Fit Out)

3124 E. Michigan Ave. - Lansing, MI 48912

Project Number
2020-037

Date
October 18, 2021

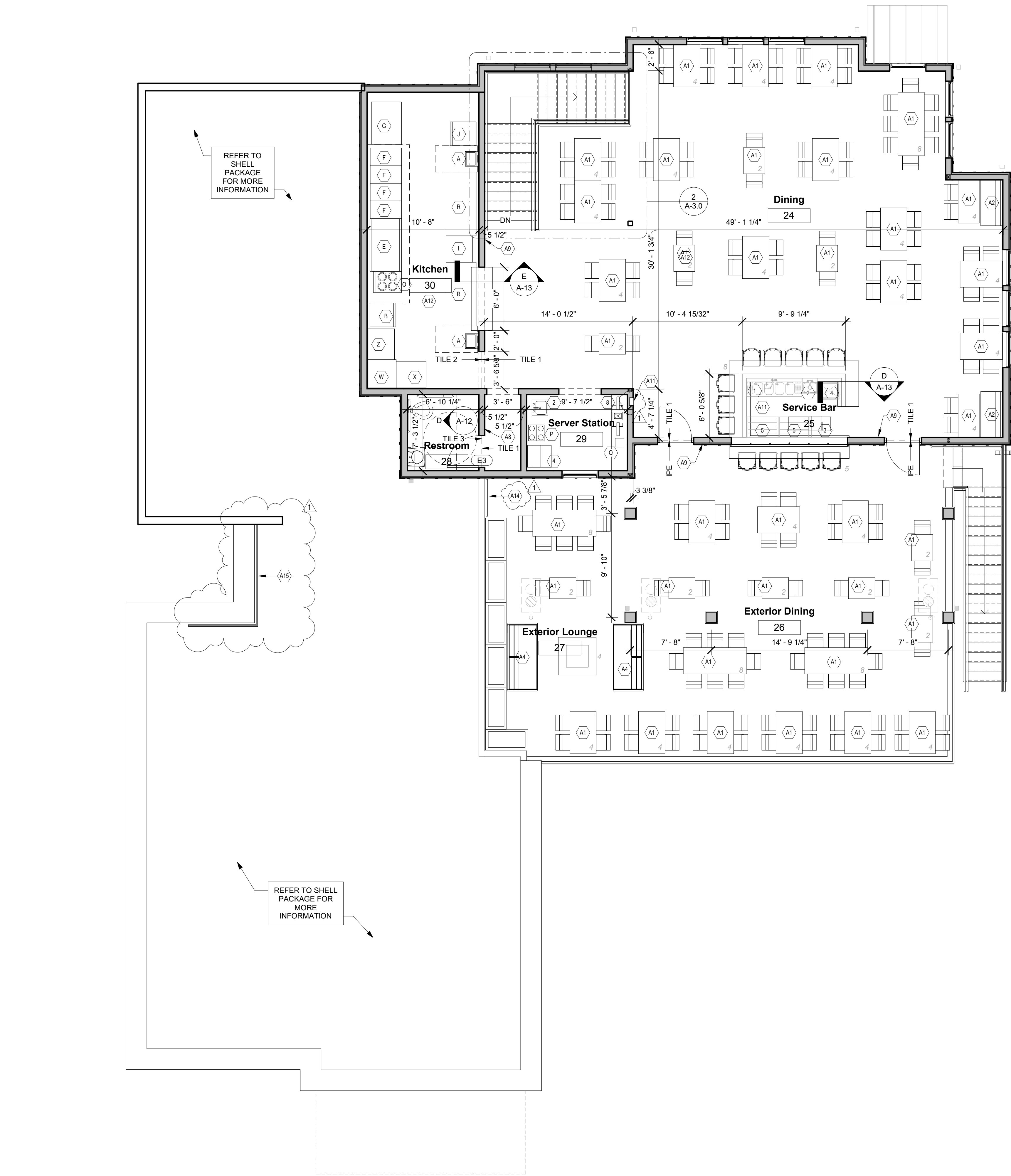
Revisions		
#	DATE	DESCRIPTION
1	01.03.22	ASI 1

Sheet Title

First Floor Finish Plan

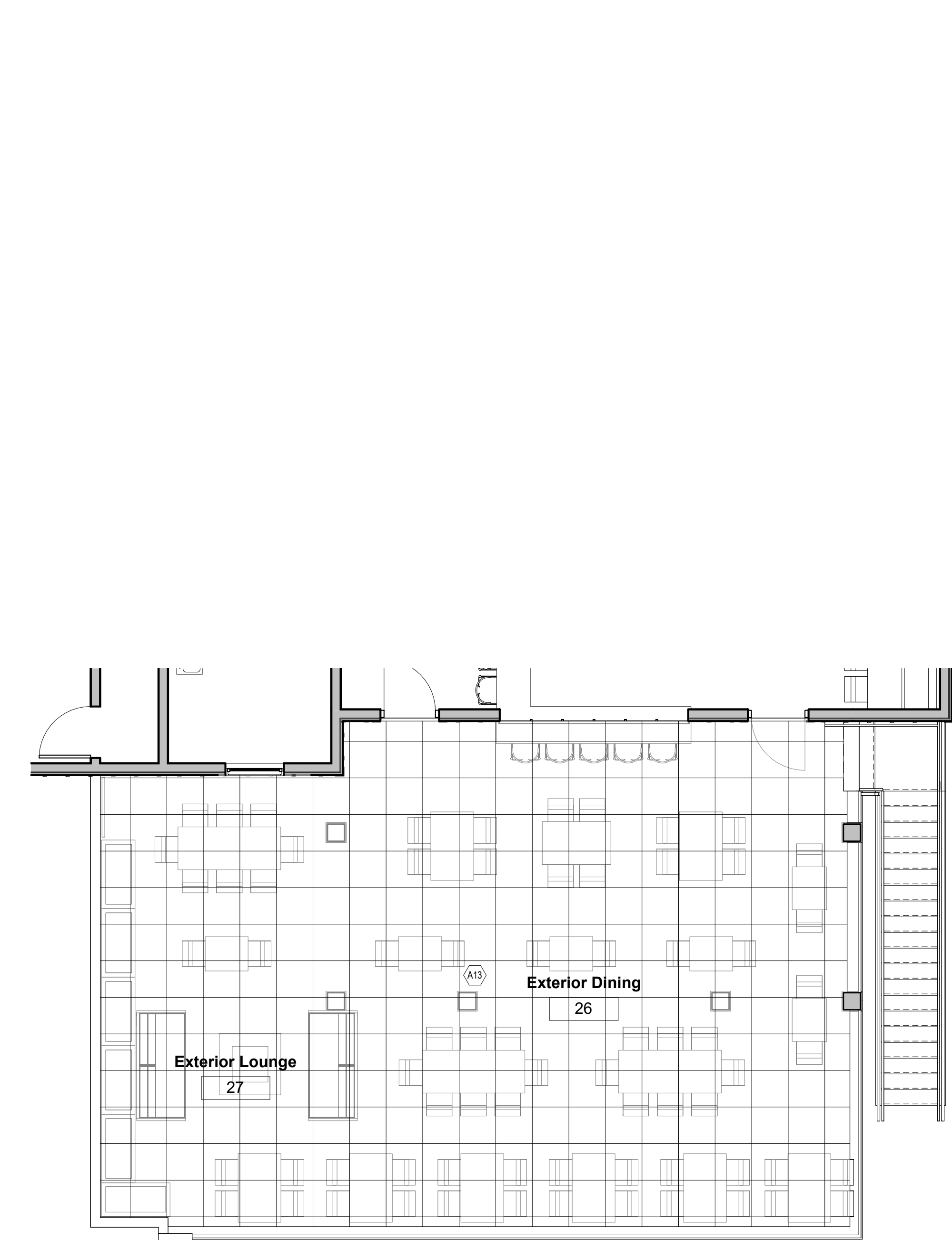
Sheet Number

A-10



1 Restaurant Overall Second Floor Plan
3/16" = 1'-0"

DINING SURFACE BREAKDOWN					
NO.	ITEM	SEATING CAPACITY	ITEM COUNT- 1ST FLOOR	ITEM COUNT- 2ND FLOOR	TOTAL SEATING
1	DINING TABLE	4	9	13	88
2	DINING TABLE	2	4	4	16
3	DINING TABLE	8	2	1	24
4	DINING TABLE - HIGH TOP				0
5	BAR DINING TABLE - HIGH TOP (FIXED)				11
6	BOOTH DINING TABLE (FIXED)	4	4	0	16
7	BOOTH DINING TABLE (FIXED & FLEXIBLE)	4	0	2	8
8	BOOTH DINING TABLE (FIXED)	6			0
9	BOOTH DINING TABLE (CHUBBY'S) (FIXED)	6	5	0	30
10	BAR SEATING		22	8	30
11	BAR SEATING (EXTERIOR)		6	5	11
12	RAIL SEATING (EXTERIOR)		12	0	12
13	DINING TABLE (EXTERIOR)	2	4	6	20
14	DINING TABLE (EXTERIOR)	4	0	9	36
15	DINING TABLE (EXTERIOR)	8	0	3	24
16	LOUNGE CHAIRS (EXTERIOR)		4	4	8
Total flexible seating:					269
Total Seating:					334



2 Terrace Finish Plan
3/16" = 1'-0"

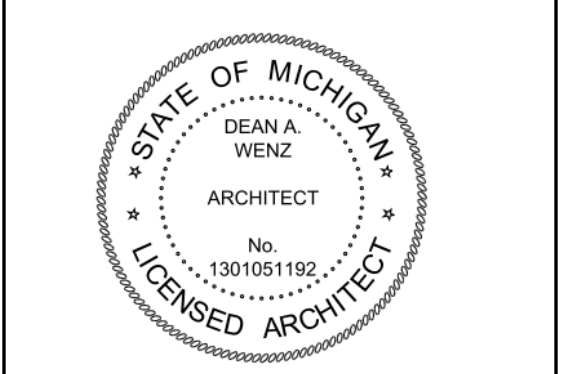
ROOM FINISH SCHEDULE- SECOND LEVEL																			
NO.	ROOM NAMES	FLOORS						BASE				WALLS				CEILINGS			
		CERAMIC TILE 1	CERAMIC TILE 2	CERAMIC TILE 3	SEALED CONCRETE	1/2" WOOD DECK TILE & ADJUSTABLE PEDESTAL SYSTEM	PREFINISHED UNIT	WOOD	STAINED AND STAMPED SEALED CONCRETE	SMOKE RESISTANT TILE 2	CARPET DINING	CARPET BOOTH	4" VINYL COVE	8" VINYL COVE	BT MFG.	8" CERAMIC COVE	1/4" PRE-FINISHED WOOD	NONE	PREFINISHED UNIT
24	DINING	●																	
25	SERVICE BAR	●																	
26	EXTERIOR DINING					●													
27	EXTERIOR LOUNGE					●													
28	RESTROOM			●									●						
29	SERVER STATION	●																	
30	KITCHEN	●	●																

*ALL FINISHES TO BE PROVIDED AND INSTALLED BY TENANT.

- GENERAL NOTES
- G1. INTERIOR FINISH MATERIAL SHALL HAVE A CLASS II FLAME SPREAD RATING AS DETERMINED BY ASTM E84.
- G2. INTERIOR FINISHES TO BE PER THE FINISH FLOOR PLAN AND ROOM FINISH SCHEDULE.
- G3. ALL WALLS TO BE PAINTED REQUIRE (1) COAT OF PRIMER, CONCRETE FLOOR FINISH TO BE TREATED WITH ASHFORD WET CURE.
- G4. EXPOSED WOOD ROOM STRUCTURE TO BE PAINTED BLACK.
- G5. INTERIOR FRAMING FOR SEATING AREAS AND BAR TO BE BY TENANT.

CODING NOTES

- 1 4 COMPARTMENT SINK
- 2 HAND SINK
- 3 MUG CHILLER
- 4 COKE W/ ICE BIN W/ SODA GUN
- 5 BOTTLE COOLER
- 8 SERVER POS STATION
- A HAND SINK
- A1 DINING TABLE AND CHAIRS.
- A2 BOOTH SEATING.
- A4 EXTERIOR LOUNGE SEATING.
- A8 TACTILE RESTROOM SIGNAGE. NOTED IN SHELL WORK.
- A9 TACTILE EXIT SIGNAGE. NOTED IN SHELL WORK.
- A11 PROVIDE CLASS 3A FIRE EXTINGUISHER- FINAL LOCATION TO BE DETERMINED BY INSPECTOR.
- A12 PROVIDE CLASS K FIRE EXTINGUISHER LOCATED WITHIN 30 FEET OF ALL COMMERCIAL COOKING EQUIPMENT.
- A13 IPE WOOD DECK TILES & ADJUSTABLE PEDESTAL SYSTEM.
- A14 BLACK ALUMINUM FENCE/GATE- SEE DETAILS IN SHELL CONSTRUCTION DOCUMENTS FOR MORE INFORMATION.
- A15 1 1/2" PIPE RAIL ATTACHED TO BACK OF PARAPET TO EXTEND 42" MIN. ABOVE ADJACENT ROOF LEVEL. THE DETAILS, EXTENT AND CONSTRUCTION OF THIS ARE BEING INCLUDED IN THE SHELL CONSTRUCTION AND BEING SHOWN FOR REFERENCE ONLY IN THIS SET OF DOCUMENTS.
- B TRUE SINGLE DOOR STAND UP COOLER
- E 60" VULCAN GRIDDLE W/ W EQUIPMENT STAND
- F DEAN SR-62 FRYERS
- G 48" TRUE SALAD COOLER
- I 36" SS TABLE
- J TRUE SINGLE DOOR STAND UP FREEZER
- O 4 BURNER RANGE W/ CHEESE MELTER AND OVEN
- P COFFEE MACHINE
- Q ICED TEA MACHINE
- R 72" TRUE SALAD COOLER
- W HIGH TEMP DISH MACHINE
- X DIRTY DISH DROP OFF TABLE W/ SINK
- Z CLEAN DISH PICK UP TABLE



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Old Bag of Nails (Fit Out)

3124 E. Michigan Ave. - Lansing, MI 48912

Project Number
2020-037

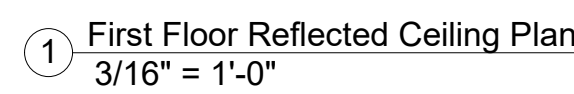
Date
October 18, 2021

Revisions		
#	DATE	DESCRIPTION
1	01.03.22	ASI 1

Sheet Title

Overall Second Floor Plan

Sheet Number
A-11



A-14



2463 E. MAIN STREET
BEXLEY, OHIO 43209
(614) 239-6868
www.wenz-architects.com

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Old Bag of Nails (Fit Out)

3124 E. Michigan Ave. - Lansing, MI 48912

Project Number
2020-037

Date
October 18, 2021

[illegible]

Sheet Title

Second Floor Reflected Ceiling Plan

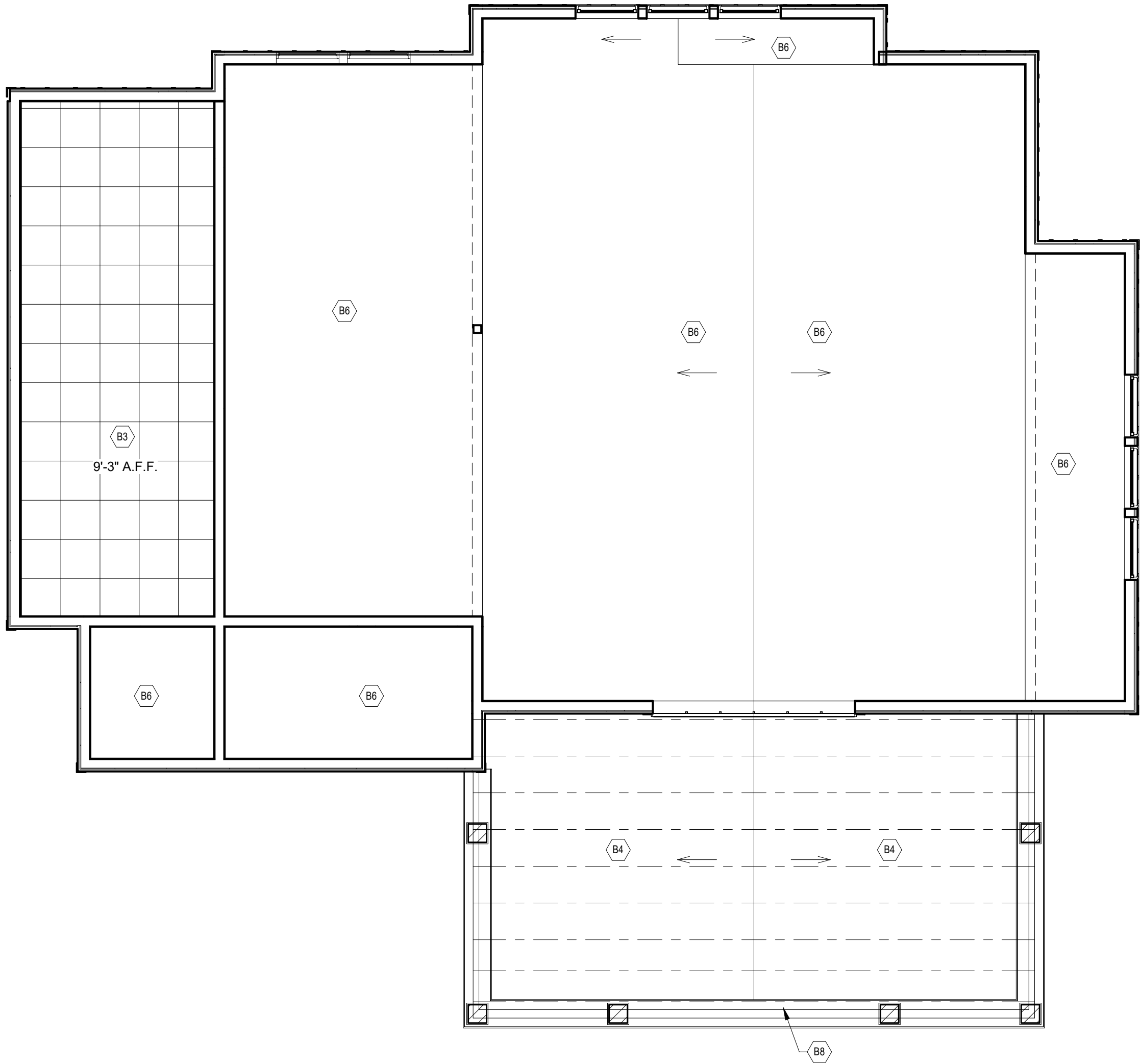
Sheet Number

A-15

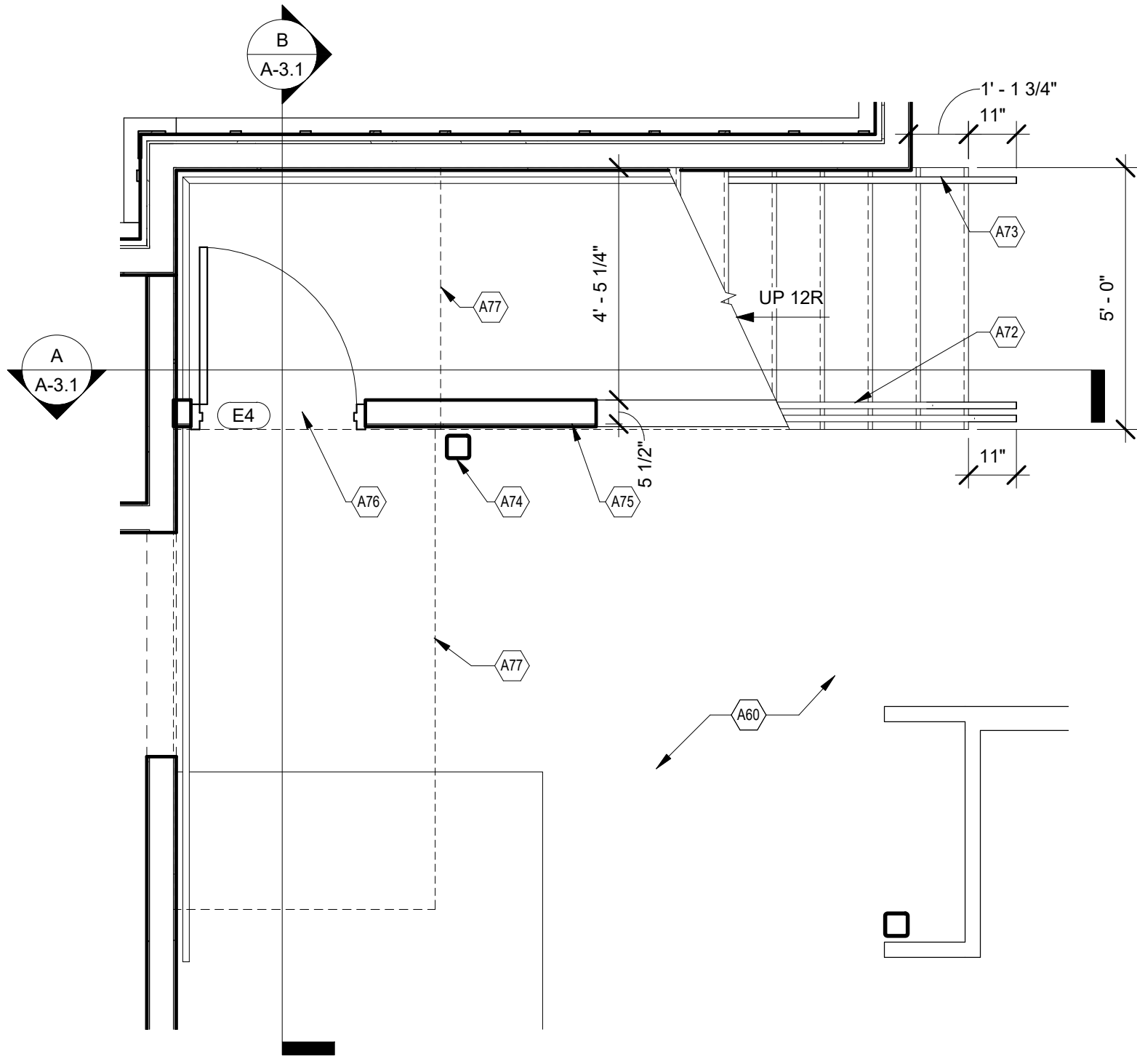
- GENERAL NOTES:
1. SEE MECHANICAL PLANS FOR REGISTER AND RETURN AIR GRILLE LOCATION.
 2. SEE ELECTRICAL PLANS FOR EXACT LOCATION AND TYPE OF LIGHTING FIXTURES.

CODED NOTES

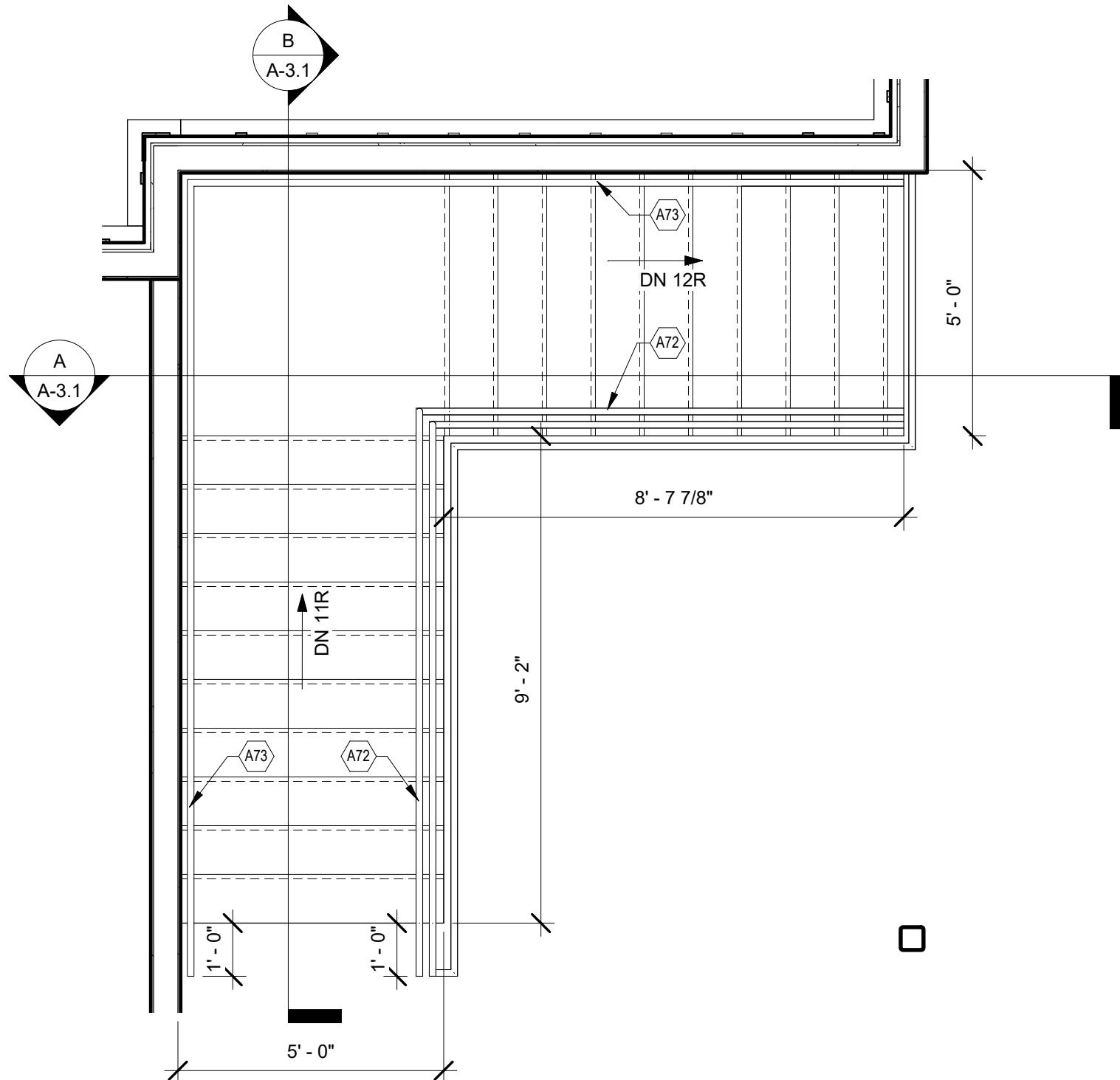
- B3 VINYL WASHABLE ACOUSTIC DROP CEILING.
B4 OPEN CEILING TO STRUCTURE ABOVE - REFER TO WALL SECTIONS FOR MORE INFORMATION.
B6 FLAT DRYWALL CEILING ON 1/2" RESILIENT CHANNELS AT UNDERSIDE OF TURSES.
B8 UNDERSIDE OF FIBER CEMENT SOFFIT- REFER TO WALL SECTIONS & ROOF DETAILS FOR MORE INFORMATION.



① Second Floor Reflected Ceiling Plan
3/16" = 1'-0"



1 First Level Enlarged Plans - Interior Stair
3/8" = 1'-0"

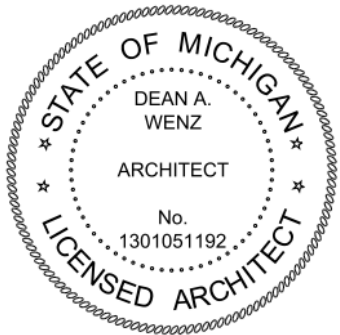


2 Second Level Enlarged Plans - Interior Stair
3/8" = 1'-0"

- GENERAL NOTES:
1. INTERIOR STAIR STRINGERS TO BE 12" O.C. UNLESS NOTED OTHERWISE.
 2. REFER TO STRUCTURAL SHEETS FOR MORE INFORMATION.
 3. NOTE: INTERIOR STAIRS TO BE PRE-FABRICATED; DESIGN OF STAIRS TO BE BY STAIR MANUFACTURER.

CODED NOTES

- A60 4" THICK CONCRETE SLAB ON 6 MIL. VAPOR BARRIER AND 4" COMPACTED GRAVEL BASE.
A72 BLACK ALUMINUM GUARDRAIL AND HANDRAIL.
A73 BLACK ALUMINUM HANDRAIL
A74 COLUMN, TYP. - REFER TO STRUCTURAL SHEETS FOR MORE INFORMATION.
A75 2x6 BEARING WALL BELOW STAIRS.
A76 DOOR TO BELOW STAIR STORAGE- REFER TO DOOR SCHEDULE.
A77 OUTLINE OF STAIRS/LANDING ABOVE.



DEAN A. WENZ
ARCHITECTS

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Old Bag of Nails (Fit Out)

3124 E. Michigan Ave. - Lansing, MI 48912

Project Number
2020-037

Date
October 18, 2021

Revisions		
#	DATE	DESCRIPTION

Sheet Title

Enlarged Plans - Stairs

Sheet Number
A-3.0



On-Premises Alcohol Sales Application

Instructions	Application Information	Attachments	Approvals
--------------	-------------------------	-------------	-----------

Non-Refundable License Fees

1. Application Fee: \$1450 for New Location, \$400 for Transfer of Ownership

Materials Required

1. Notary Statement
2. Attachment of Michigan Liquor Control Commission Application
3. Treasury Form(s)
4. Floor Plans, if not already on file

(City Codified Ordinances - Chapter 830)

Business Information

I am applying for: * ☒ New Location ☐ Transfer of Ownership

License(s) for which I am seeking Local Government Approval * Old Bag of Nails Pub - Lansing, LLC is applying for a new RDA Class C Liquor License, SDM Liquor License, Sunday AM Sales Permit, Sunday PM Sales Permit, and Outdoor Service Permit for a new Old Bag of Nails Pub located at 210 Cascade Blvd., Lansing, MI 48912

Business Name * Old Bag of Nails Pub - Lansing, LLC

Does Business As Old Bag of Nails Pub

Address *

Street Address

210 Cascade Blvd.

Address Line 2

City

Lansing

State / Province / Region

Michigan

Postal / Zip Code

48912

Country

USA

Phone *

248-835-2068

XXX-XXX-XXXX

Email

jphowe@jphowe.com

name@domain

Applicant Information

Applicant Name *

Old Bag of Nails Pub - Lansing, LLC

Address *

Street Address

1331 Walcutt Rd.

Address Line 2

City

Columbus

State / Province / Region

Ohio

Postal / Zip Code

43228

Country

United States

Phone *

614-296-3089

XXX-XXX-XXXX

Email *

abigail.purdum@oldbagofnails.c

name@domain

Business Owner Information

Type of Ownership *☐ Single Owner☒ Multiple Owners

Provide the names, addresses and ages of the persons entitled to share in the profits thereof, or, in the case of a corporation, the objects for which the corporation is organized, the names, addresses and ages of the officers and directors and, if a majority interest in the stock of such corporation is owned by one person or his or her nominee, the name, address, and age of such person:

Name**Position****Address****age**

Michael R. Purdum

90% Member

2383 Cambridge Blvd., Columbus, OH 43260

Timothy E. Miller

10% Member

1266 Clubview Blvd. N, Columbus, OH 43260

Character of Business *

What Character of business do you intend to operate?

Restaurant and Bar

Length of Time *

What is the length of time your business has been of that character, or in the case of a corporation, the date when its charter was issued?

Old Bag of Nails is a restaurant chain with 15 restaurants that opened its first restaurant in 1985.

Similar Licenses *

Have you made applications for a similar or other license on premises other than those described in this application?

☒ Yes

☐ No

Disposition *

What is the disposition of any such earlier application?

Liquor license applications approved by applicable state and local boards in other jurisdictions.

Are Building Plans on File? *

☒ Yes

☐ No

I (we) have never been convicted of a felony and is (are) not disqualified to receive a license by reason of any item contained in this chapter of the laws of the State.

☒ I Agree

I (we) will not violate any State or Federal laws or any ordinance of the City in the conduct of this business.

☒ I Agree

I (we) or my (our) agent(s) do not owe any personal property taxes.

☒ I Agree

The copy of the Michigan Liquor Control Commission application submitted with this application is a true copy of what I (we) intend to submit to the Michigan Liquor Control Commission.

☒ I Agree

Fees Due

\$ 1,450.00

Methods for payment are on the first page of this document, under "**Payments.**" Processing this application will not proceed until payment is received.

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☒ I Agree

I hereby certify that this application is complete and accurate to the best of my knowledge, information and belief. I understand that a false statement on this application may result in either a denial of this application or subsequent revocation if this license is granted.

Signature

J. Patrick Howe

Date Submitted

7/5/2022

Previous

Next

Comments

Resolution #2022-

By the Committee on City Operations
Resolved by the City Council of the City of Lansing

WHEREAS, the City of Lansing received a request from Old Bag of Nails Pub- Lansing LLC for a Class C License and Redevelopment License with a Permit for Sunday Sales (AM/PM), Outdoor Service, Dance, and Entertainment for 210 Cascade Blvd; and

WHEREAS, the Committee on City Operations met on ____, 2022, to review the request with affirmative action taken.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council, hereby, approves the request from Old Bag of Nails Pub- Lansing LLC for a Class C License and Redevelopment License with a Permit for Sunday Sales (AM/PM), Outdoor Service, Dance, and Entertainment for 210 Cascade Blvd.

Z-2-2022 is a request by Ray Garcia, VMG Construction, LLC to rezone the 2 newly created vacant parcels located between 3220 and 3330 W. Miller Road from “R-3” Suburban Detached Residential to “R-6B” Urban Residential. The applicant is requesting the rezoning for purpose of constructing 1 duplex on each of the 2 parcels.

The “R-6B” zoning district would allow up to 6 residential units on each of the 2 parcels. The staff recommendation, which the applicant is agreeable to, is to approve the request as a conditional rezoning wherein the allowable land use of the parcels would be limited to one single family dwelling or 1 duplex.

The Planning Board voted unanimously to recommend approval of the request but did not include the condition recommended by staff. The Board felt that the applicant should not be restricted beyond what is allowed by ordinance. The applicant remains willing to accept the condition recommended by staff.

No comments were received at the public hearing.

PASSAGE OF ORDINANCE

An Ordinance of the City of Lansing, Michigan, providing for the Rezoning of a parcel of real property located in the City of Lansing, Michigan and for the revision of the district maps adopted by section 1242.02 of the Code of Ordinances.

Z-2-2022: 2 vacant parcels between 3220 and 3330 W. Miller Road, from "R-3" Suburban Detached Residential to "R-6B" Urban Residential

Is read a second time by its title. The Ordinance was reported from the Committee on Development & Planning and is on the order of immediate passage.

COUNCIL MEMBER	YEAS	NAYS
BROWN	☐	☐
DANIELS	☐	☐
GARZA	☐	☐
HUSSAIN	☐	☐
JACKSON	☐	☐
SPADAFORE	☐	☐
SPITZLEY	☐	☐
WOOD	☐	☐
☐ ADOPTED	☐ FAILED	

Ordinance # _____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, PROVIDING FOR THE REZONING OF A PARCEL OF REAL PROPERTY LOCATED IN THE CITY OF LANSING, MICHIGAN AND FOR THE REVISION OF THE DISTRICT MAPS ADOPTED BY SECTION 1242.02 OF THE CODE OF ORDINANCES.

The City of Lansing ordains:

Section 1. That the district maps adopted by and incorporated as Section 1242.02 of the Code of Ordinances of the City of Lansing, Michigan be amended to provide as follows:

To change the zoning classification of the property described as follows:

Case Number: Z-2-2022

Parcel Number's: 33-01-05-06-378-181

Addresses: W. Miller Road

Legal Descriptions: Commencing 2096.25 feet East of the Southwest corner post, Section 6, T3N R2W, thence North 330.01 feet to the South line of Coachlight Estates Subdivision, East 120 feet on said line, South 330.01 feet, West 120 feet to the point of beginning; Section 6, T3N R2W, from "R-3" Suburban Detached Residential to "R-6B" Urban Residential

Section 2. All ordinances or parts of ordinances inconsistent with the provisions hereof are hereby repealed.

Section 3. This ordinance was duly adopted by the Lansing City Council on _____, 2022, and a copy is available in the office of the Lansing City Clerk, 9th Floor, City Hall, 124 W. Michigan Avenue, Lansing, MI 48933.

Section 4. This ordinance shall take effect on the 30th day after enactment.

GENERAL INFORMATION

APPLICANT/OWNER:	Ray Garcia, VMG Construction, LLC 6081 S. M. L. King Jr. Blvd. Lansing, MI 48911
REQUESTED ACTION:	Rezone the 2 vacant parcels located between 3220 & 3330 W. Miller Road from "R-3" Suburban Detached Residential to "R-6B" Urban Residential
EXISTING LAND USE:	Vacant
PROPOSED LAND USE:	1 duplex on each of the 2 vacant parcels
PROPERTY SIZE & SHAPE:	Parcel No. 1: 60' x 297.07' = 17,824.2 sq. ft. Parcel No. 2: 60' x 297.07' = 17,824.2 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

The City Council recently approved a request by Raymundo Garcia (property owner) for variances to the width-to-depth ratio requirement for residential lots to allow the vacant parcel located between 3220 and 3330 W. Miller Road to be split into 2 separate parcels of land. That process is complete, and the owner is now requesting a rezoning from "R-3" Suburban Detached Residential to "R-6B" Urban Residential to permit the construction of duplexes on each of the 2 newly created parcels. If the rezoning is not approved, the applicant will be limited to the construction of 1 single family home on each parcel as allowed under the current zoning. This is a conditional rezoning request wherein the future use of the parcels will be limited to either 1 single family dwelling or 1 duplex.

COMPATIBILITY WITH SURROUNDING LAND USE

There is a very eclectic land use and zoning pattern in the area surrounding the subject properties. The area to the south is zoned industrial and contains a mix of industrial and residential land uses. The adjoining properties to the east and west and the properties to the north are zoned and being used for single family residential purposes. Further to the east and west are multiple family residential zoning and land uses. While the proposed rezoning will represent a “spot” of “R-6B” zoning, the proposed duplexes that it would allow are appropriate given the location and size of the properties and its frontage along W. Miller Road which carries a relatively high volume of traffic.

A straight rezoning to the “R-6B” zoning district would allow, based upon the lot size, up to 6 residential units, depending on the number of bedrooms in each unit. Allowing more than 2 units could conflict with the density being advanced in the City’s Design Lansing Comprehensive Plan as described below. To prevent over densifying the property, the applicant has agreed to a conditional rezoning to limit use of each of the 2 parcels to either 1 single family dwelling or 1 duplex.

COMPLIANCE WITH MASTER PLAN

The Design Lansing Comprehensive Plan designates the subject properties for low density residential use. The Plan defines low-density as 6 dwelling units per acre or less. The subject properties are 17,824.2 square feet in area. A duplex on a property of this size equals a density of 4.8 dwelling units per acre which is well within the density level being advanced in the Plan for the subject properties.

In addition, the proposed duplexes are consistent with the following goals of the Plan:

“Allow medium-density residential (rather than commercial) on high traffic streets served by transit.”

“Encourage higher-density housing options in transit-served mixed-use centers and corridors.”

The subject properties are located on W. Miller Road which is a 3-lane road that has 2 travel lanes and a center left turn lane. W. Miller Road is designated as a collector road that is designed for a relatively high volume of traffic. It is also a CATA route with a bus stop just to the south at 3237 W. Miller Road.

IMPACT ON VEHICULAR AND PEDESTRIAN TRAFFIC

The traffic generated by 2 duplexes will be negligible and will thus, have no impact on the transportation system in the area. The subject properties are accessed via W. Miller Road, which is designated as a collector road, designed to accommodate a relatively high volume of traffic.

IMPACT ON PUBLIC FACILITIES

The proposed duplexes will have no negative impacts on public facilities in the area. The duplexes will generate very minimal traffic and will not exceed capacity levels with regard to the utilities needed to serve the duplexes.

ENVIRONMENTAL IMPACT

Construction of 2 duplexes will have no negative impacts on the environment. Site plan review is not required for duplexes. As part of the building permit process, however, the applicant will be required to submit a basic plot plan showing the proposed building setbacks, house/garage sizes and driveways to ensure that the basic zoning ordinance development standards will be met. The lot coverage limitation is 60% (all impervious surfaces) to prevent any stormwater run-off issues.

IMPACT ON FUTURE PATTERNS OF DEVELOPMENT

Approval of the rezoning could set a precedent for future requests of a similar nature along the north side of the 3000 block of W. Miller Road. There are only 4 lots in this area that would be appropriate for higher density residential zoning to accommodate duplexes. Requests for conditional rezonings of those 4 parcels to permit duplexes would be given favorable staff recommendations for the same reasons, as described in this report, that staff is supportive of this request

SUMMARY

This is a request by Raymundo Garcia to rezone the 2 vacant parcels of land located between 3220 & 3330 W. Miller Road from "R-3" Suburban Detached Residential to "R-6B" Urban Residential. The purpose of the rezoning is to permit the construction of a duplex on each of the 2 vacant parcels.

The proposed duplexes will have no negative impacts on traffic, the environment, or public services in the area. The duplexes that would be permitted under the proposed "R-6B" zoning are consistent with the density being advanced in the Master Plan for the area in which the subject properties are located and with the goals of the Master Plan to locate medium and higher density residential land uses along high traffic volume roads. To ensure that the density does not exceed the Master Plan designation, the applicant has agreed to a conditional rezoning wherein the future use of both parcels will be restricted to 1 single family dwelling or 1 duplex.

RECOMMENDATION

Pursuant to the findings described in this report, staff recommends approval of Z-2-2020 to rezone the 2 vacant parcels of land located between 3220 & 3330 W. Miller Road from "R-3" Suburban Detached Residential to "R-6B" Urban Residential with the condition that the subject properties can only be used for either 1 single-family dwelling or 1 duplex.

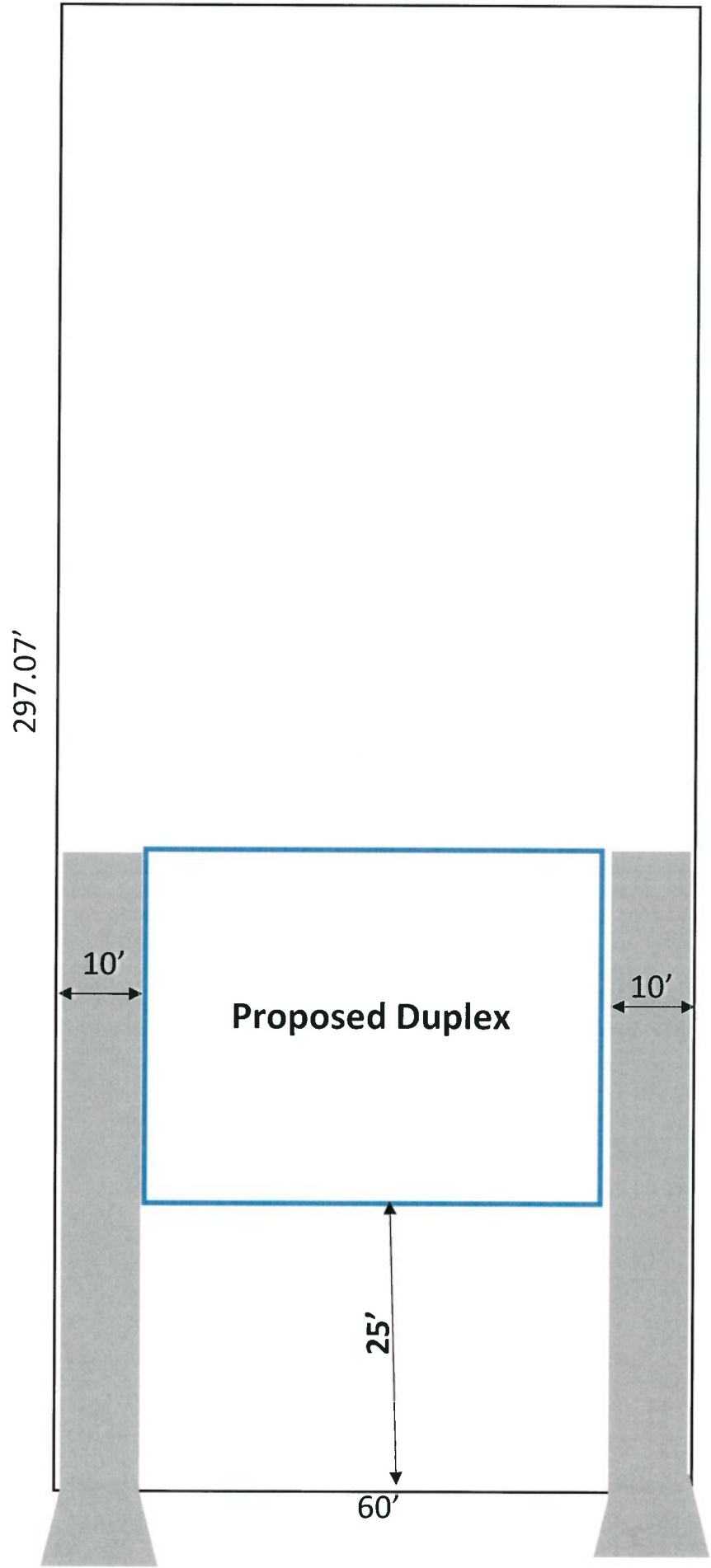
Respectfully Submitted,

Susan Stachowiak
Zoning Administrator

A2.2
SHEET NUMBER
FILE NO.
21-28 A200

0 1' 2' 3'

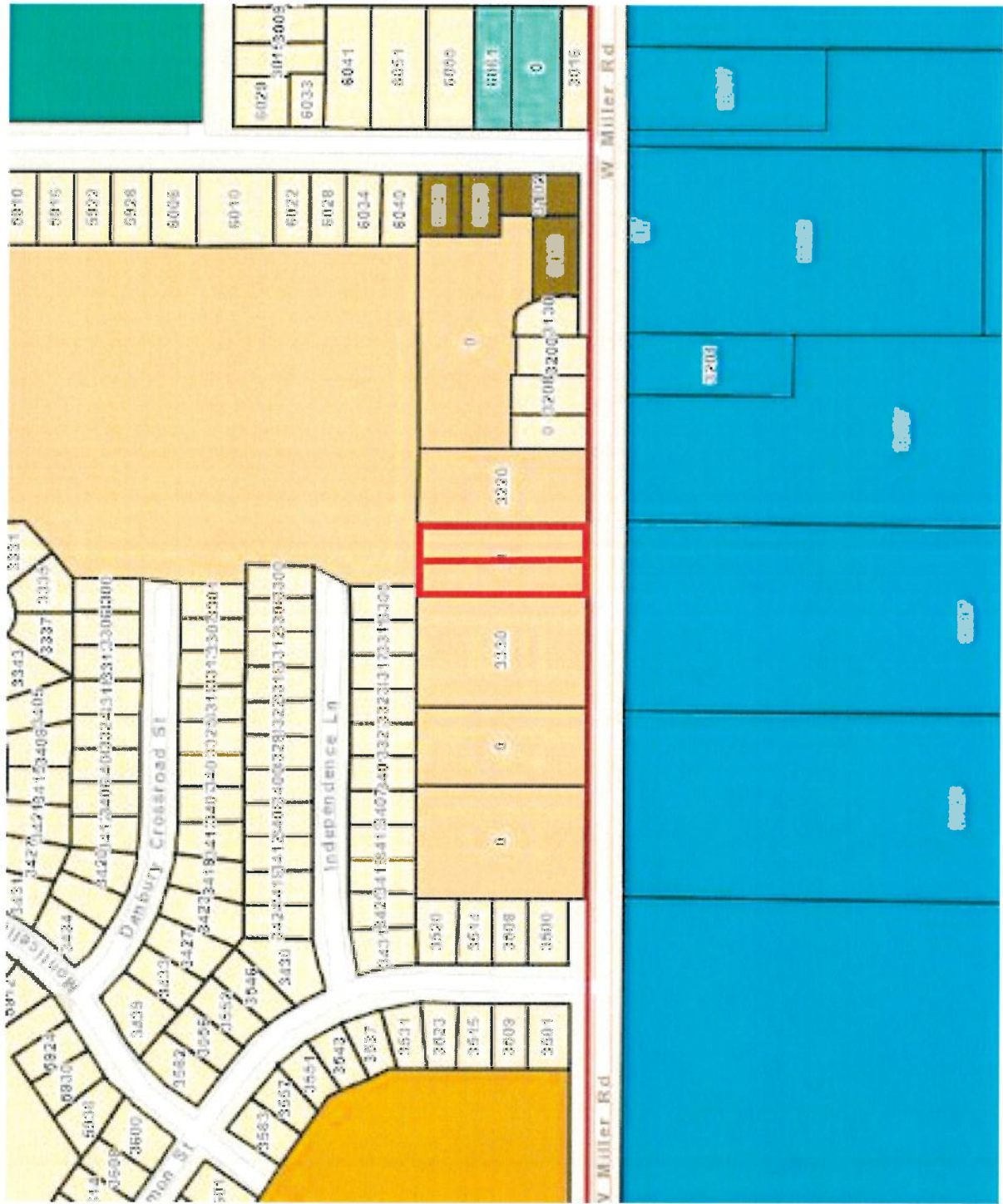
W. Miller Road Parcels







City of Lansing Zoning Map



CITY OF LANSING NOTICE OF PUBLIC HEARINGS

Z-2-2022, Vacant lots between 3220 & 3330 W. Miller Road

Rezoning from “R-3” Suburban Detached Residential to “R-6B” Urban Residential

Z-3-2022, 3021 Aurelius Road

Rezoning from “R-2” Suburban Detached Residential to “R-6B” Urban Residential

The Lansing City Council will hold public hearings on Monday, , 2022 at 7:00 p.m. in Council Chambers, 10th Floor, Lansing City Hall, 124 W. Michigan Avenue, Lansing, Michigan to consider the following requests by Raymundo Garcia:

Z-2-2022: Rezoning the 2 vacant parcels of land located between 3220 & 3330 W. Miller Road from “R-3” Suburban Detached Residential to “R-6B” Urban Residential.

Z-3-2022: Rezoning 3021 Aurelius Road from “R-2” Suburban Detached Residential to “R-6B” Urban Residential.

For more information, please call Lansing City Council at 517-483-4177. If you are interested in this matter, please attend the public hearings 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., Monday, 2022 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, City Clerk

INTRODUCTION OF ORDINANCE

The following ordinance of the City of Lansing, Michigan, for amending the Code of Ordinances by providing for the rezoning of property located in the City of Lansing, Michigan, and for the revision of the district maps adopted by Section 1242.02 of the Zoning Ordinance for property located at:

Z-2-2022: 2 vacant parcels between 3220 and 3330 W. Miller Road, from “R-3” Suburban Detached Residential to “R-6B” Urban Residential

was introduced by the Committee on Development & Planning, read a first time by its title and referred to the Committee on Development and Planning.

Resolution #2022-###

By the Committee on Development and Planning
Resolved by the City Council of the City of Lansing

Resolved by the City Council of the City of Lansing that a public hearing be set for Monday, _____, 2022, at 7 p.m. in City Council Chambers, 10th Floor, Lansing City Hall, 124 W. Michigan Avenue, Lansing, Michigan, for the purpose of approving and/or opposing the Ordinance for rezoning:

Z-2-2022: 2 vacant parcels between 3220 and 3330 W. Miller Road, from “R-3” Suburban Detached Residential to “R-6B” Urban Residential

Z-3-2022 is a request by Ray Garcia, VMG Construction, LLC to rezone the vacant parcel of land at 3021 Aurelius Road from “R-2” Suburban Detached Residential to “R-6B” Urban Residential. The applicant is requesting the rezoning for purpose of constructing 1 duplex on each of the 2 parcels.

The “R-6B” zoning district would allow up to 6 residential units on each of the 2 parcels. The staff recommendation, which the applicant is agreeable to, is to approve the request as a conditional rezoning wherein the allowable land use of the parcels would be limited to one single family dwelling or 1 duplex.

The Planning Board voted unanimously to recommend approval of the request but did not include the condition recommended by staff. The Board felt that the applicant should not be restricted beyond what is allowed by ordinance. The applicant remains willing to accept the condition recommended by staff.

No comments were received at the public hearing.

Ordinance # _____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, PROVIDING FOR THE REZONING OF A PARCEL OF REAL PROPERTY LOCATED IN THE CITY OF LANSING, MICHIGAN AND FOR THE REVISION OF THE DISTRICT MAPS ADOPTED BY SECTION 1242.02 OF THE CODE OF ORDINANCES.

The City of Lansing ordains:

Section 1. That the district maps adopted by and incorporated as Section 1242.02 of the Code of Ordinances of the City of Lansing, Michigan be amended to provide as follows:

To change the zoning classification of the property described as follows:

Case Number: Z-3-2022
Parcel Number's: 33-01-01-26-351-021
Addresses: 3021 Aurelius Road
Legal Descriptions: Lot 2, Supervisor's Plat of Robinson Road Subdivision, from "R-2" Suburban Detached Residential to "R-6B" Urban Residential

Section 2. All ordinances or parts of ordinances inconsistent with the provisions hereof are hereby repealed.

Section 3. This ordinance was duly adopted by the Lansing City Council on _____, 2022, and a copy is available in the office of the Lansing City Clerk, 9th Floor, City Hall, 124 W. Michigan Avenue, Lansing, MI 48933.

Section 4. This ordinance shall take effect on the 30th day after enactment.

GENERAL INFORMATION

APPLICANT/OWNER:	Ray Garcia, VMG Construction, LLC 6081 S. M. L. King Jr. Blvd. Lansing, MI 48911
REQUESTED ACTION:	Rezone 3021 Aurelius Road from "R-2" Suburban Detached Residential to "R-6B" Urban Residential
EXISTING LAND USE:	Vacant
PROPOSED LAND USE:	Duplex
PROPERTY SIZE & SHAPE:	82.5' x 231' = 19,057 square feet
SURROUNDING LAND USES	N: Single Family Residential S: Single Family Residential E: Single Family Residential W: Single Family Residential/Vacant Lot
SURROUNDING ZONING:	N: "R-2" Suburban Detached Residential S: "R-2" Suburban Detached Residential E: "R-2" Suburban Detached Residential W: "R-MX" Residential Mix
MASTER PLAN:	The Design Lansing Comprehensive Plan designates the subject property for low density residential use. W. Miller Road is designated as a prime connector.

DESCRIPTION

This is a request by Raymundo Garcia to rezone 3021 Aurelius Road from "R-2" Suburban Detached Residential to "R-6B" Urban Residential. The purpose of the rezoning is to permit the construction of a duplex on the property. If the rezoning is not approved, the applicant will be limited to the construction of 1 single family home as permitted under the current zoning designation.

COMPATIBILITY WITH SURROUNDING LAND USE

The proposed duplex will be consistent with the established land use pattern along the 2900, 3000 and 3100 blocks of Aurelius Road. There are existing duplexes located 1 lot to the north at the southeast corner of Hamelon and Aurelius, 2 lots to the south at 3111 Aurelius and on 4 of the lots located on the west side of Aurelius just south of the subject property.

While the proposed rezoning will represent a “spot” of “R-6B” zoning, the proposed duplexes that it would allow are appropriate given the size of the property, its frontage along a prime connector road and the existence of several other duplexes already in the immediate vicinity of the subject property. Also, the properties on the west side of Aurelius in the 2900 – 3100 blocks are currently zoned “R-MX” Residential Mix which permits duplexes as a matter of right.

A straight rezoning to the “R-6B” zoning district would allow, based upon the lot size, up to 6 residential units, depending on the number of bedrooms in each unit. Allowing more than 2 units could conflict with the density being advanced in the City’s Design Lansing Comprehensive Plan as described below. To prevent over densifying the property, the applicant has agreed to a conditional rezoning to limit use of each of the 2 parcels to either 1 single family dwelling or 1 duplex. The conditions of a rezoning run with the land and are binding upon all future owners of the properties in perpetuity.

COMPLIANCE WITH MASTER PLAN

The Design Lansing Comprehensive Plan designates the subject property for low density residential use. The Plan defines low-density as 6 dwelling units per acre or less. The subject property is 19,057 square feet in area. A duplex on a property of this size equals a density of 4.5 dwelling units per acre which is well within the density level being advanced in the Plan for the subject properties.

In addition, the proposed duplexes are consistent with the following goals of the Plan:

“Allow medium-density residential (rather than commercial) on high traffic streets served by transit.”

“Encourage higher-density housing options in transit-served mixed-use centers and corridors.”

The subject property is located on Aurelius Road which is a 3-lane road that has 2 travel lanes and a center left turn lane. Aurelius Road is designated as a prime connector that is designed to carry a relatively high volume of traffic. It is also CATA route with bus stops located to the north at Forest Road and to the south at Irvington Avenue.

IMPACT ON VEHICULAR AND PEDESTRIAN TRAFFIC

The traffic generated by a duplex will be negligible and will thus, have no impact on the transportation system in the area. The subject property is accessed via Aurelius Road, which is designated as a prime connector, designed to accommodate a higher volume of traffic than what would be associated with a typical local residential road.

IMPACT ON PUBLIC FACILITIES

The proposed duplex will have no negative impacts on public facilities in the area. The duplex will generate very minimal traffic and will not exceed capacity levels with regard to the utilities needed to serve the duplex.

ENVIRONMENTAL IMPACT

Construction of a duplex on the subject property will have no negative impacts on the environment. Site plan review is not required for duplexes. As part of the building permit process, however, the applicant will be required to submit a basic plot plan showing the proposed building setbacks, house/garage sizes and driveways to ensure that the basic zoning ordinance development standards will be met. The lot coverage limitation is 60% (all impervious surfaces) to prevent any stormwater run-off issues.

IMPACT ON FUTURE PATTERNS OF DEVELOPMENT

Approval of the rezoning could set a precedent for future requests of a similar nature for some of the larger properties along the east side of Aurelius Road between Wabash Road and Forest Road. There are several that would comply with the rezoning evaluation criteria for the same reasons described in this report as regards rezoning the subject property. Requests for rezoning of some of the other properties in the area would, therefore, also be given a favorable staff recommendation, conditioned upon the uses being restricted to single or 2-family residential.

FLOODPLAIN

The west, approximately 2/3 of the subject property is located in the 100-year floodplain. Since the setback restrictions for the duplex will result in it being constructed in the floodplain, a permit from The State of Michigan Department of Environment, Great Lakes & Energy will be required prior to issuance of a building permit. The first finished floor of the duplex will have to be elevated or floodproofed to a distance of at least 1 foot above the base (100 year) flood elevation. A certified land survey showing the existing elevations of the property and the proposed elevations of the new building in relation to the floodplain elevation will be required.

SUMMARY

This is a request by Raymundo Garcia to rezone 3021 Aurelius Road from "R-2" Suburban Detached Residential to "R-6B" Urban Residential. The purpose of the rezoning is to permit the construction of a duplex on the subject property.

The proposed duplex will have no negative impacts on traffic, the environment, or public services in the area. The duplex that would be permitted under the proposed "R-6B" zoning is consistent with the density being advanced in the Master Plan for the area in which the subject property is located and with the goals of the Master Plan to locate medium and higher density residential land uses along high traffic volume roads. To ensure that the density does not exceed the Master Plan designation, the applicant has agreed to a conditional rezoning wherein the future use of the property will be restricted to 1 single family dwelling or 1 duplex.

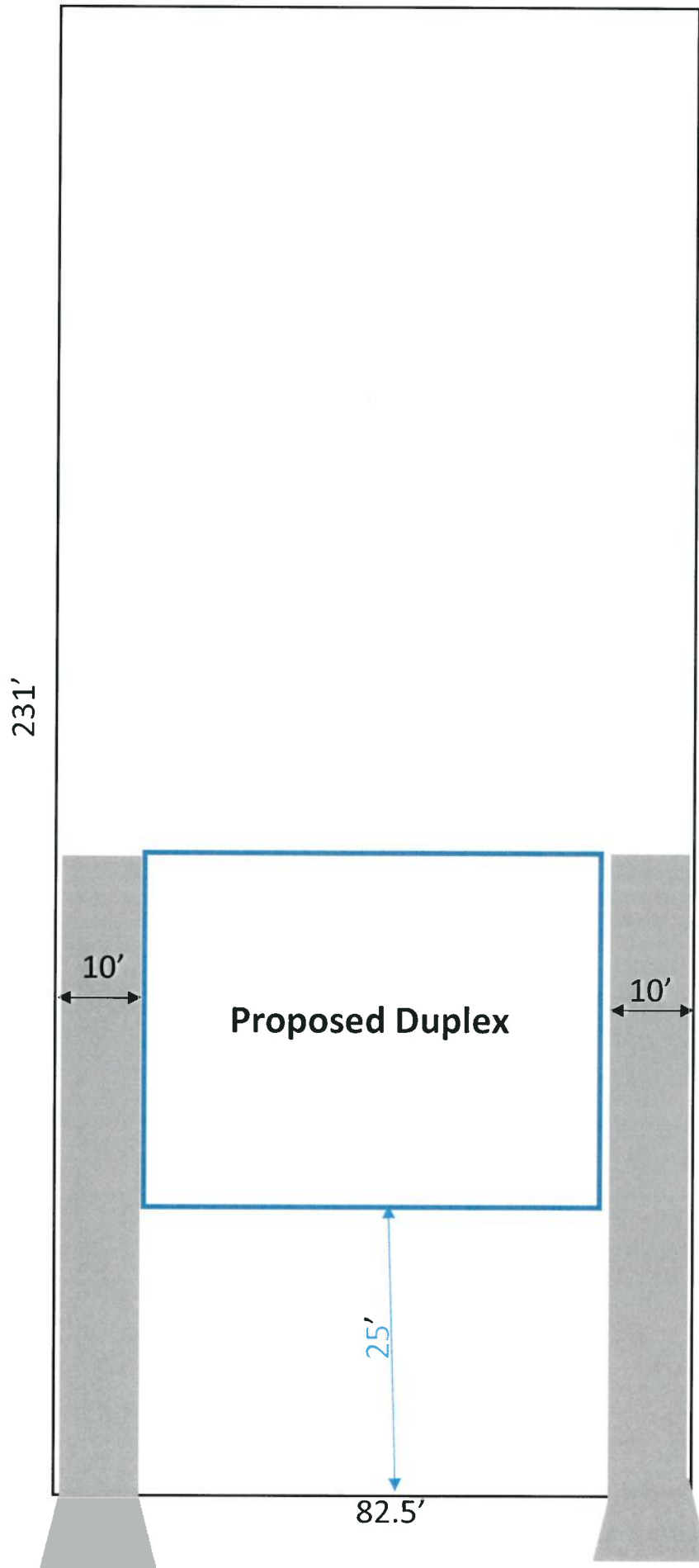
RECOMMENDATION

Pursuant to the findings described in this report, staff recommends approval of Z-3-2022 to rezone the vacant property at 3021 Aurelius Road from "R-2" Suburban Detached Residential to "R-6B" Urban Residential with the condition that the subject property can only be used for either a single-family dwelling or a duplex.

Respectfully Submitted,

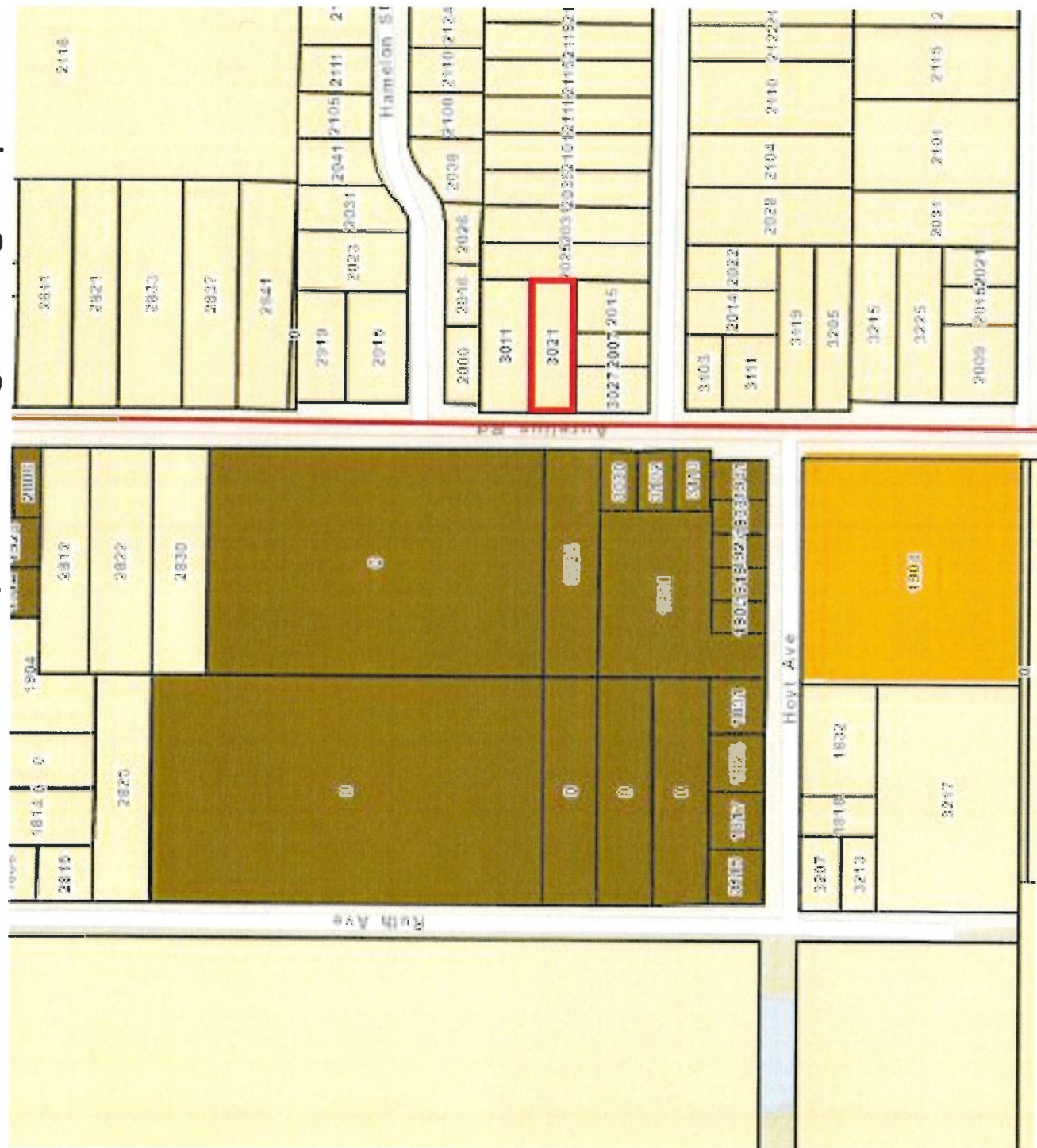
**Susan Stachowiak
Zoning Administrator**

3021 Aurelius Road



The house has been demolished
Blue area represents the floodplain





Zoning Districts

- | | | | | | | | | | | | | | | |
|------------------------------|------------------------------|------------------------------|---------------------------|---------------------------|----------------------------|----------------------------|------------------------|--------------------------------|-----------------------------------|-------------------------|---------------------------|--------------------------------------|-----------------------------------|----------------------------------|
| R-1 - Suburban Detached Res. | R-2 - Suburban Detached Res. | R-3 - Suburban Detached Res. | R-4 - Urban Detached Res. | R-5 - Urban Detached Res. | R-6A - Urban Detached Res. | R-6B - Urban Detached Res. | R-MX - Residential Mix | MFR - Multi-Family Residential | R-AR - Residential Adaptive Reuse | S-C - Suburban Corridor | MX-C - Mixed-Use Corridor | MX-1 - Mixed-Use Neighborhood Center | MX-2 - Mixed-Use Community Center | MX-3 - Mixed-Use District Center |
|------------------------------|------------------------------|------------------------------|---------------------------|---------------------------|----------------------------|----------------------------|------------------------|--------------------------------|-----------------------------------|-------------------------|---------------------------|--------------------------------------|-----------------------------------|----------------------------------|



PASSAGE OF ORDINANCE

An Ordinance of the City of Lansing, Michigan, providing for the Rezoning of a parcel of real property located in the City of Lansing, Michigan and for the revision of the district maps adopted by section 1242.02 of the Code of Ordinances.

Z-3-2022: 3021 Aurelius Road, from "R-2" Suburban Detached Residential to "R-6B" Urban Residential

Is read a second time by its title. The Ordinance was reported from the Committee on Development & Planning and is on the order of immediate passage.

COUNCIL MEMBER	YEAS	NAYS
BROWN	☐	☐
DANIELS	☐	☐
GARZA	☐	☐
HUSSAIN	☐	☐
JACKSON	☐	☐
SPADAFORE	☐	☐
SPITZLEY	☐	☐
WOOD	☐	☐
☐ ADOPTED	☐ FAILED	

CITY OF LANSING NOTICE OF PUBLIC HEARINGS

Z-2-2022, Vacant lots between 3220 & 3330 W. Miller Road

Rezoning from “R-3” Suburban Detached Residential to “R-6B” Urban Residential

Z-3-2022, 3021 Aurelius Road

Rezoning from “R-2” Suburban Detached Residential to “R-6B” Urban Residential

The Lansing City Council will hold public hearings on Monday, , 2022 at 7:00 p.m. in Council Chambers, 10th Floor, Lansing City Hall, 124 W. Michigan Avenue, Lansing, Michigan to consider the following requests by Raymundo Garcia:

Z-2-2022: Rezoning the 2 vacant parcels of land located between 3220 & 3330 W. Miller Road from “R-3” Suburban Detached Residential to “R-6B” Urban Residential.

Z-3-2022: Rezoning 3021 Aurelius Road from “R-2” Suburban Detached Residential to “R-6B” Urban Residential.

For more information, please call Lansing City Council at 517-483-4177. If you are interested in this matter, please attend the public hearings 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., Monday, 2022 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, City Clerk

INTRODUCTION OF ORDINANCE

The following ordinance of the City of Lansing, Michigan, for amending the Code of Ordinances by providing for the rezoning of property located in the City of Lansing, Michigan, and for the revision of the district maps adopted by Section 1242.02 of the Zoning Ordinance for property located at:

Z-3-2022: 3021 Aurelius Road, from "R-2" Suburban Detached Residential to "R-6B" Urban Residential

was introduced by the Committee on Development & Planning, read a first and second time by its title and referred to the Committee on Development and Planning.

Resolution #2022-###

By the Committee on Development and Planning
Resolved by the City Council of the City of Lansing

Resolved by the City Council of the City of Lansing that a public hearing be set for Monday, _____, 2022, at 7 p.m. in City Council Chambers, 10th Floor, Lansing City Hall, 124 W. Michigan Avenue, Lansing, Michigan, for the purpose of approving and/or opposing the Ordinance for rezoning:

Z-3-2022: 3021 Aurelius Road, from "R-2" Suburban Detached Residential to
"R-6B" Urban Residential

**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: Barbara Kimmel, Development Manager

DATE: July 11, 2022

SUBJECT: Resolution to set a Public Hearing and Ordinance for 7% PILOT

Attached please find a draft Ordinance to add a 7% PILOT for Stadium North Multi-Family Lofts. Also, please find a Resolution to set a public hearing for a 7% PILOT request for Stadium North Multi-Family Lofts

Supporting documents included with this PILOT request include the attached signed Prevailing Wage Agreement, Staff Report with analysis of 10% and 7% PILOTS for this project, as well as the 7% PILOT Application and supporting documents.

ED&P STAFF RECOMMEND FORWARDING THE ATTACHED DRAFT ORDINANCE FOR THE 7% PILOT ALONG WITH THE RESOLUTION TO THE CLERK FOR INCLUSION IN THE CITY COUNCIL AGENDA REQUESTING THE PUBLIC HEARING DATE TO BE SET.

Ordinance no. _____

An ordinance of the City of Lansing, Michigan, to amend the Code of Ordinances of the City of Lansing by adding a new section 888.32 for the purposes of providing for a service charge in lieu of taxes for sixty-six (66) low-income multi-family dwelling units in a project known as Stadium North Lofts, pursuant to the provisions of the State Housing Development Authority Act of 1966, (being Public Act 346 of 1966 as amended [MCL 125.1401, et seq.]) (The “Act”).

The City of Lansing ordains:

Section 1. That Chapter 888 of the Code of Ordinances of the City of Lansing, Michigan be amended to add a new Section _____ to read as follows:

_____ **Stadium North Lofts**

(a) ***Purpose.*** It is acknowledged that it is a proper public purpose of the state and its political subdivisions to provide housing for its residents of low and moderate income and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the State Housing Development Authority Act of 1966, being Public Act 346 of 1966, as amended [MCL 125.1401, et seq.]. The City is authorized by such Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under such Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for persons of low and moderate income is a public necessity, and as the City will be benefited and improved by such housing, the encouragement of the same by providing certain real estate tax exemption for such housing is a valid public purpose.

(b) ***Definitions.***

- (1) **"Act"** means the State Housing Development Authority Act, being Public Act 346 of 1966, as amended.
- (2) **"Annual shelter rents"** means the total collections during an agreed annual period from all persons of low or moderate income, occupying the housing development representing rents for occupancy, which rental amounts shall be exclusive of charges for gas, electricity, heat or other utilities furnished to the occupants.
- (3) **"Authority"** means the Michigan State Housing Development Authority.
- (4) **"Housing development" or "Development"** means a development which contains a significant element of housing for persons of low and moderate income and such elements of other housing, commercial, recreational, industrial, communal and educational facilities as the authority may determine will improve the quality of the development as it relates to housing for persons of low and moderate income. For the purpose of this section, the name of this development is Stadium North Lofts, and consist of sixty-six (66) units of rental housing located within the City of Lansing at:

Parcel 1

Land in the City of Lansing, Ingham County, Michigan, described as follows:

Lot 34 of Assessor's Plat No. 33 of the East ½ of Lot 3 and Lots 4 through 8 inclusive of Block 247, City of Lansing; also Lots 14, 15, 16 and 17 of Scofield's Subdivision; thence South 4.5 feet along extension of East line of Lot 17 to North line of Lot 34 of Assessor's Plat No. 33; thence West along North line of said Lot 34 a distance of 214.5 feet to the point of beginning.

ALSO: Commencing at Southwest corner of Lot 11; thence East 132 feet; thence North 100 feet; thence West 14.5 feet; thence South 30.5 feet; thence West 22.5 feet; thence South 19.5 feet; thence East 4 feet;

thence South 27 feet; thence West 21 feet; thence South 13 feet; thence West 78 feet; thence South 10 feet to beginning, being part of Lots 10 and 11 of Scofield's subdivision of Lot 2 and part of Lot 3, Block 247, City of Lansing;

ALSO: Lots 1, 2, 4, 5, 6, 33 and Lot 3 except the North 33 feet of the east 40 feet thereof Assessors Plat No. 33 of East ½ of Lot 3 and Lots 4 through 8 inclusive of Block 247, City of Lansing; also Lots 12 and South 57 feet of Lot 13 and commencing at the Northwest corner of Lot 11; thence East 99 feet; thence South 27 feet; thence West 21 feet; thence South 13 feet; thence West 78 feet; thence North 40 feet to beginning of Scofield's Subdivision of Lot 2 and part of Lot 3, Block 247, City of Lansing; Together with and in addition of those lands as described above, all lands lying between the South line of Lot 12 and the South line of Lot 13 of Scofield's Subdivision (a subdivision of Lot 2 and part of Lot 3, Block 247, Original Plat, City of Lansing) and the North line of Lot 1, Assessor's Plat No. 33 (on the East ½ of Lot 3 and all of Lots 4 through 8 inclusive of Block 247, Original Plat, City of Lansing).

Parcel 2

Land in the City of Lansing, Ingham County, MI, described as follows:

The North 93 feet of Lot 13, Scofield's Subdivision of Lot 2 and part of Lot 3 of Block 247, City of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber1 of Plats, Page 34, Ingham County Records.

- (5) **"HUD"** means The Department of Housing and Urban Development of the United States government.
- (6) **"Low Income Housing Tax Credit Program"** means the program established by section 42 of the United States internal revenue code.
- (7) **"Low or moderate income"** means low- or moderate-income eligibility under the authority act or rules.
- (8) **"Mortgage loan"** means a loan that is federally aided (as defined in section 11 of the Act) or a loan or grant made or to be made by the authority to the Sponsor for the

construction, rehabilitation, acquisition and/or permanent financing of a housing project and secured by a mortgage on the housing project.

(9) *"Sponsor"* means a person or other entity with a housing development which is financed or assisted pursuant to the act. For purposes of this section, the Sponsor of Stadium North Lofts is MVAH Development LLC, or its successors or assigns.

(10) *"Utilities"* means fuel, water, sanitary sewer and/or electrical service, which is paid for by the housing development.

(c) *Establishment of annual service charge.*

(1) The City acknowledges that the Sponsor and the authority have established the economic feasibility of Stadium North Lofts in reliance upon the enactment and continuing effect of this section and upon the qualification of the sixty-six (66) units of housing in the housing development for exemption from all property taxes as established in this section,

(2) Subject to the conditions and requirements of this section and the act, the sixty-six (66) units in the housing development for persons of low and moderate income identified as Stadium North Lofts and the property on which they are constructed shall be exempt from all property taxes for not more than thirty-five (35) years, commencing with and including tax year 2024.

(3) In lieu of all said property taxes on the sixty-six (66) units in the housing development, the Sponsor shall pay, and the City will accept, an annual service charge for public services in the sum equal to seven percent (7%) of the annual shelter rents.

- (4) The exemption provided under this section shall commence when the Sponsor complies with Section 15a(1) of 1966 PA 346, as amended, codified as MCL 125.1415a(1), which provides: the owner of a housing project eligible for the exemption shall file with the local assessing officer (the City Assessor) a notification of the exemption, which shall be in an affidavit form as provided by the authority. The completed affidavit form first shall be submitted to the authority for certification by the authority that the project is eligible for the exemption. The owner then shall file or cause to be filed the certified notification of the exemption with the local Assessing Officer before November 1 of the year preceding the tax year in which the exemption is to begin.
- (5) In addition to the certification required pursuant to Subsection (c)(4), the Sponsor shall provide for the housing development annually in writing to the City assessor for the preceding year in which the property tax exemption was in effect:
- A. The annual audited accounting report for the payment in lieu of taxes; and
 - B. A certified statement identifying all the units rented to persons of low or moderate income; and
 - C. If requested by the City, proof that the housing development units have not increased, decreased, or been altered in any form, unless the City has otherwise amended the provisions of this section.
- (d) *Limitation on the payment of the annual service charge.* Notwithstanding subsection (c), the service charge to be paid each year in lieu of taxes for the part of the housing development project that is tax exempt and occupied by other than low- or moderate-income persons shall be equal to the full amount of the taxes that would otherwise be

due and payable on that portion of the housing development project if the project were not tax exempt.

- (e) *Payment of annual service charge.* The service charge in lieu of taxes, as established under this section, shall be payable in the same manner as general property taxes are payable to the City, except that the annual payment shall be made on or before July 1 of the year following the year upon which such charge is calculated. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 pa 206 as amended; MCL 211.1 et.seq.)
- (f) *Contractual effect.* Notwithstanding the provisions of section 15(a)(5) of the Act to the contrary, a contract between the City and the Sponsor with the authority as third-party beneficiary under the contract, to provide tax exemption and accept payment in lieu of taxes as previously described, is effectuated by the enactment of this section.
- (g) *Duration.* This section shall remain in effect and shall not terminate for thirty five (35) years, commencing with and including tax year 2024, provided that the Sponsor complies with the requirements of the act and this section, and further provided that the housing development continues to be rented to low or moderate income persons at rents determined under the low income housing tax credit program, as the same maybe further amended or superseded, or there is an authority-aided or federally-aided mortgage on the housing development as provided in the act, or the authority or HUD has an interest in the property; but in no event beyond December 31, 2058. If (a) the construction of the housing development project does not commence or the Sponsors fail to obtain a mortgage loan within two (2) years from the effective date of this ordinance, or (b) if transfer of title is not effectuated to Stadium North Lofts Limited Dividend

Housing Association LLC within two (2) years from the effective date of this ordinance or (c) if the Sponsors change the scope or purpose of the sixty-six (66) units of housing within the housing development project without the consent of the City, by and through its representatives, and in accordance with the requirements of the Lansing City Charter, and the Sponsor or other responsible party does not cure the violation within ninety (90) days after written notice is given to the Sponsor, then this ordinance shall automatically expire, terminate and be of no further effect.

Section 2. All ordinances, resolutions or rules, ordinances, parts of ordinances, resolutions or rules inconsistent with the provisions hereof including the Payment In Lieu of Taxes Agreement dated January 29, 2021, are hereby repealed as they pertain to Stadium North Lofts at the time this exemption commences.

Section 3. Should any section, clause or phrase of this ordinance be declared to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof other than the part so declared to be valid.

Section 4. This Ordinance shall take effect on the 30th day after enactment unless given immediate effect by the City Council.

GENERAL INFORMATION

APPLICANT: (Sponsor/Developer)	MVAH Development LLC 9100 Centre Pointe Drive, Suite 210 West Chester, OH 45069
STATUS OF APPLICANT:	Developer
REQUESTED PILOT:	7% of rents received (less utilities) as payment in lieu of taxes
REQUESTED TERM OF PILOT:	35 years
EXISTING LAND USE:	Commercial
EXISTING ZONING:	D-2 Urban Flex
PROPERTY SIZE & SHAPE:	0.117-acre rectangular shaped parcel with frontage on Erie Street containing an existing 420 sq. ft. 1 story commercial warehouse structure. 3.076 acre irregularly shaped parcel with frontage on Erie Street, N. Cedar Street and N. Larch Street, containing an existing 2,880 sq. ft. single story commercial warehouse structure.
SURROUNDING LAND USE:	N: Retail and Day Shelter S: Commercial E: Retail, Commercial W: Residential
SURROUNDING ZONING FBC:	N: D-2 Urban Flex S: D-2 Urban Flex E: D-2 Urban Flex W: D-2 Urban Flex

ANALYSIS

Request and description of project:

Stadium North Multi-Family Lofts is a new construction affordable housing development that will provide sixty-six (66) units of rent restricted affordable housing at or below 60% of Area Median Income.

The development consists of 66 units:
51-2 Bedroom units, each between 898-939 square feet
15-3 Bedroom units, each between 1,116 and 1,127 square feet

This development includes a furnished community room and a gym for residents.

A 10% PILOT Agreement was provided to this project in January of 2021. The PILOT application submitted by the Developer to the City as well as the 10% PILOT Agreement incorrectly listed the number of units as 77 units.

The project has received it's LIHTC Reservation from MSHDA. Due to dramatically increased construction and financing costs, the proposed development with the original 10% PILOT is infeasible.

The current request for a new 7%, 35-year PILOT allows for increased construction financing, and along with a significant amount of deferred Developer fee the project will be able to move forward.

Assessor's Financial Analysis:

Stadium North Lofts

Rents Utilities

\$581,034 - \$46,200 = \$534,834

7% PILOT \$534,834 x 7% = \$37,438.38 x 35 yrs. = \$1,310,343.30

10% PILOT \$534,834 x 10% = \$53,483.40 x 35 yrs.= \$1,871,919.00

The cost to the City to grant the 7% PILOT vs. the 10% PILOT over 35 years is \$561,576

RECOMMENDATION

Staff recommends adoption of the 7% PILOT ordinance based on the following:

The proposed project has received a LIHTC Reservation. The proposed development with the original 10% PILOT faces a significant gap in financing as construction and financing costs have increased significantly. The approval of a new 7%, 35-year PILOT allows for an increased construction financing, and along with \$1,562,284 of deferred developer fee invested back into the project, the project will move forward.

The project is consistent with the City's Master Plan and Form Based Code. Redevelopment will help to stabilize the area and encourage redevelopment of adjacent parcels. Occupancy of the completed units will add vitality to the area and increase its overall marketability.

The adoption of a 7% PILOT for the subject property allows the project to be built, providing 66 units of affordable multi-family housing.

Lansing PILOT Application

Stadium North Lofts PILOT Application (MVAH Partners)

Project Name:

Stadium North Lofts





Andy Schor, Mayor

APPLICATION FOR PAYMENT IN LIEU OF TAXES (PILOT)

PROJECT NAME:	Stadium North Lofts
PILOT PERIOD REQUESTED:	35 Years (Should match term of qualifying mortgage)
NUMBER OF PARCELS IN PROJECT:	2 Parcels
APPLICATION TYPE: (Check all that apply)	☒ NEW PROJECT ☐ RESTRUCTURE OF PROJECT FINANCING ☐ CHANGE IN OWNERSHIP
PILOT Percentage Requested:	7%

A. OWNERSHIP INFORMATION

NAME OF OWNERSHIP ENTITY:	Stadium North Lofts Limited Dividend Housing Association LLC
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TYPE OF OWNERSHIP:	☒ LIMITED DIVIDEND HOUSING ASSOCIATION
	☐ QUALIFIED NONPROFIT HOUSING CORPORATION
	☐ CONSUMER HOUSING COOPERATIVE
	☐ OTHER: (DESCRIBE)

DEVELOPER/SPONSOR:	MVAH Development LLC
DEVELOPER ADDRESS:	9100 Centre Pointe Drive, Suite 210, West Chester, Ohio 45069

CONTACT PERSON:	Pete Schwiegeraht
TELEPHONE:	513-259-7657
EMAIL:	Pete.s@mvahpartners.com



Andy Schor, Mayor

B. CITY APPROVALS NEEDED

PLANNING BOARD	☒ YES ☐ NO ☐ NOT APPLICABLE
	STATUS:
ZONING BOARD OF APPEALS	☐ YES ☒ NO ☐ NOT APPLICABLE
	STATUS:
HISTORIC DISTRICT COMMISSION	☐ YES ☐ NO ☒ NOT APPLICABLE
	STATUS:
OTHER:	STATUS:
EXPECTED PROJECT START DATE:	Summer 2022
EXPECTED PROJECT COMPLETION DATE:	Summer 2023

C. PROJECT INFORMATION

Project Address:	514 Erie Street and 500 North Cedar Street
General Location (e.g. cross streets)	
Is Project located in a Renaissance Zone?	☐ Yes ☒ No
Is Project located in a Neighborhood Enterprise Zone?	☐ Yes ☒ No
Is Ownership Entity able to demonstrate site control?	☒ Yes ☐ No

Note: Project is not eligible for PILOT if Ownership Entity is not able to demonstrate site control. Site control is demonstrated through ownership, purchase/option agreement, etc. Contact the Community Development Department with questions regarding sufficient documentation.



Andy Schor, Mayor

Provide a complete description of the project including the parties involved, necessary background information, number of parking spaces being provided, and any special certification (e.g. LEED) the project will target. (Provide attachment if necessary)

If project financing is being restructured, detail all physical improvements to the project completed within the last five (5) years and any planned improvements. (Provide as attachment if necessary)

D. BUILDING INFORMATION

Building Type (e.g. single/multi-family, number of floors)	Multifamily/4 Floors
Total Number of Units:	66
Number of Rent Restricted Units:	66
Number of Market Rate Units:	0
Total Number of Barrier-Free Units:	7
Target Demographic(s) (seniors, families, persons with disabilities)	families

Transitional Housing for Homeless Project	☐ Yes ☒ No
Emergency Shelter Project	☐ Yes ☒ No
Targeted Income (% of Area Median Income)	< 60% AMI
Residential Space Square Footage:	~ 63K GSF
Non-Residential (N/R Space):	☒ Yes ☐ No
Square Footage (of N/R Space):	~ 14K GSF
Use (of N/R Space):	Common, circulation, and support spaces
Neighborhood District:	Stadium District



Andy Schor, Mayor

Describe how the project will fit into the neighborhood:

The Stadium District of Lansing has experienced significant infill development in recent years. This includes higher-end, market-rate multifamily housing, and commercial development. This project will not only develop the site(s) consistent with recent, surrounding development, but it will also provide new, quality, affordable housing to those desiring to live, work, and play in this booming area.

Provide neighborhood feedback regarding any proposed new construction:

E. UNIT INFORMATION

Unit Type	Number of Units	Average Unit Size (sq. ft.)	Projected Monthly Rent per Unit (including utility allowances)	
			Restricted Rate	Market Rate *
Rent Restricted Units				
2-Bedroom	<u>2</u>	<u>898-939</u>	<u>406</u>	<u>705-2,700</u>
2-Bedroom	<u>10</u>	<u>898-939</u>	<u>584</u>	<u>705-2,700</u>
2-Bedroom	<u>13</u>	<u>898-939</u>	<u>781</u>	<u>705-2,700</u>
2-Bedroom	<u>16</u>	<u>898-939</u>	<u>825</u>	<u>705-2,700</u>
2-Bedroom	<u>10</u>	<u>898-939</u>	<u>925</u>	<u>705-2,700</u>
3-Bedroom	<u>1</u>	<u>1,116-1,127</u>	<u>458</u>	<u>1,000-3,200</u>
3-Bedroom	<u>3</u>	<u>1,116-1,127</u>	<u>664</u>	<u>1,000-3,200</u>
3-Bedroom	<u>3</u>	<u>1,116-1,127</u>	<u>853</u>	<u>1,000-3,200</u>
3-Bedroom	<u>6</u>	<u>1,116-1,127</u>	<u>950</u>	<u>1,000-3,200</u>
3-Bedroom	<u>2</u>	<u>1,116-1,127</u>	<u>1050</u>	<u>1,000-3,200</u>
Subtotal	<u>66</u>			

*The expected market rate for the rent restricted unit. The information is used for comparison purposes.

Provide a description of the units in the project:

Units are garden family apartment units contained in a multi-story elevator-served building

Unit Type	Number of Units	Average Unit Size (sq. ft.)	Projected Monthly Rent per Unit (including utility allowances)
Market Rate Units			



Andy Schor, Mayor

0- Bedroom			
1- Bedroom			
2- Bedroom			
3- Bedroom			
4- Bedroom			
5- Bedroom			
Subtotal			
Total			

F. PROJECT FINANCING

Federally-aided Mortgage, Advance, or Grant	☒ Yes	☐ No
Name of Loan/Credit Program	Term of Financing	Amount
Merchants Bank	35	\$3,900,000
		\$
		\$

State-aided Mortgage, Advance, or Grant	☐ Yes	☐ No
Name of Loan/Credit Program	Term of Financing	Amount
		\$
		\$
		\$

City-aided Mortgage, Advance, or Grant	☐ Yes	☐ No
Name of Loan/Credit Program	Term of Financing	Amount
		\$
		\$
		\$

Low Income Housing Tax Credits (LIHTC)	☒ Yes	☐ No
Name of Loan/Credit Program	Term of Financing	Amount
RBC Capital		\$12,875,942
		\$
		\$

LIHTC Application Date:	February 2021
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Andy Schor, Mayor

LIHTC Status:	Awarded	
Initial Use Commitment in LIHTC Application:	15	Years
Extended Use Commitment in LIHTC Application:	15	Years
Total Length of Affordability Commitment in LIHTC Application:	45	Years

Contact Person for Qualifying Federal or State Financing:	
Phone Number:	
Email:	

Description and status of other (private) financing:	Permanent Loan
Deferred Developer Fee	

Description why PILOT is necessary:	
The pilot is necessary due to the restricted rents of the project (30-60% AMI) and the MSDHA application competitiveness. The PILOT will bridge the gap between making the deal feasible and not. It will also allow us to keep rents low (30-60% AMI). Without this PILOT, the rents we are charging would not make the project feasible. The PILOT will also make this project competitive with MSDHA scoring.	

G. ADDITIONAL INFORMATION

Attach the following required documents to this application.

- ☒ Ownership Entity Organizational Documents
- ☒ Description of Project
- ☒ Legal Description of property (electronic version should be available on request)
- ☒ Evidence of Site Control
- ☒ Statement of Development Team Experience (be specific)
- ☒ Sources and Uses Statement (indicate if the funding is committed or pending)
- ☒ Operating Proforma (highlighting PILOT contribution to project)
- ☐ Financing Mortgage
- ☐ Financing Note



Andy Schor, Mayor

- ☒ Financing or Development Agreement/Copy of Regulatory Agreement
- ☒ Location Map of Project Parcels
- ☒ Property Manager Portfolio (of properties)
- ☐ Capital Improvements Schedule
- ☐ Other Attachment (Describe)

Provide explanation below if any required documents are unavailable at the time of this application.

The applicant is responsible for providing written notification to the Development Office of any change in the information contained in this application or its attachments as soon as the applicant becomes aware of the change.

The Development Office reserves the right to request additional information and/or supporting documentation related to this application

The undersigned hereby attests that to the best of his or her knowledge the information presented herein, including the attachments, is true and correct.

A handwritten signature in blue ink, appearing to read "B. McGeady", is written over a horizontal line.

Date: 3/23/2022

Signature of Authorized Representative
Name: Brian McGeady
Title: Authorized Signer

Lansing PILOT Application

Ownership Entity

Organizational

Documents

Project Name:

Stadium North Lofts



LARA Corporations
Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 02/2017

ARTICLES OF ORGANIZATION

For use by DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Articles:

Article I

The name of the limited liability company is:

STADIUM NORTH LOFTS LIMITED DIVIDEND HOUSING ASSOCIATION LLC

Article II

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

The Company has been organized exclusively to provide housing facilities for persons of low and moderate income, or for persons whose income does not exceed limits established in Act No. 346 of the Public Acts of 1966 of the State of Michigan, as amended (the "Act"), and Section 42 of the Internal Revenue Code of 1986, as amended, and for social, recreational, commercial, and communal facilities as may be necessary to serve and improve a residential area in which Authority-aided or federally-aided housing is located or is planned to be located, thereby enhancing the viability of the housing.

Article III

The duration of the limited liability company if other than perpetual is:

Article IV

The street address of the registered office of the limited liability company and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: CSC-LAWYERS INCORPORATING SERVICE (COMPANY)
2. Street Address: 601 ABBOT ROAD
Apt/Suite/Other:
City: EAST LANSING
State: MI Zip Code: 18823

3. Registered Office Mailing Address:
P.O. Box or Street Address: 601 ABBOT ROAD
Apt/Suite/Other:
City: EAST LANSING
State: MI Zip Code: 18823

Signed this 13th Day of January, 2021 by the organizer(s):

Signature	Title	Title if "Other" was selected
Nicklaus R. McKee	Organizer	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

☐ Decline ☒ Accept

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION

for

STADIUM NORTH LOFTS LIMITED DIVIDEND HOUSING ASSOCIATION LLC

ID Number: 802585784

received by electronic transmission on January 13, 2021 ***, is hereby endorsed.***

Filed on January 13, 2021 ***, by the Administrator.***

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

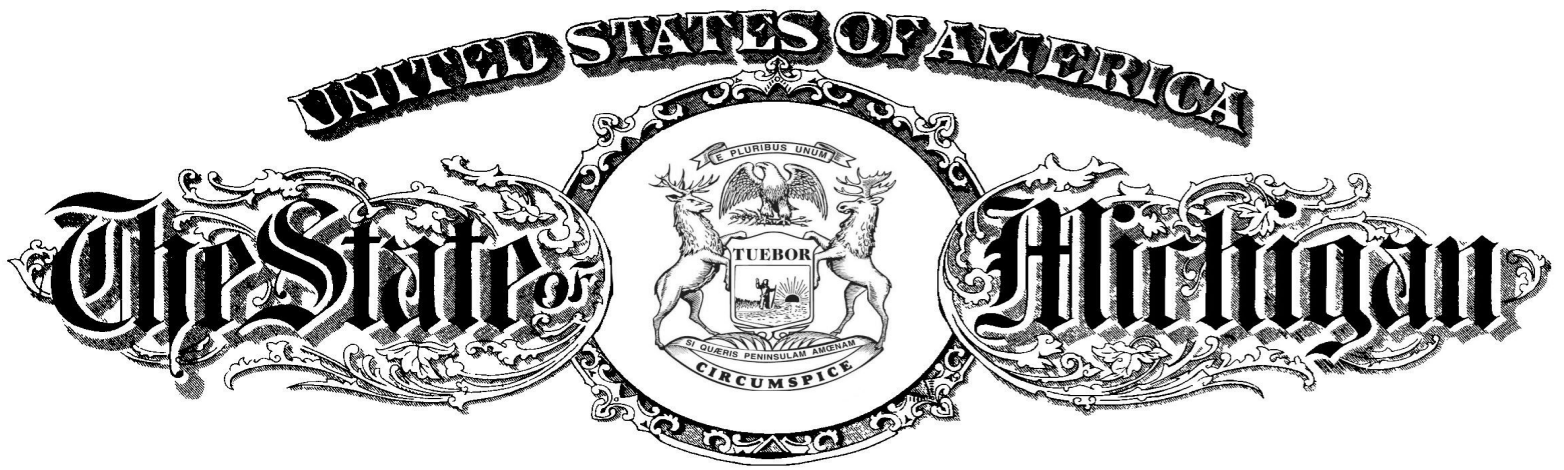


In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 13th day of January, 2021.

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau



Department of Licensing and Regulatory Affairs
Lansing, Michigan

This is to Certify that the annexed copy has been compared by me with the record on file in this Department and that the same is a true copy thereof.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



Sent by electronic transmission

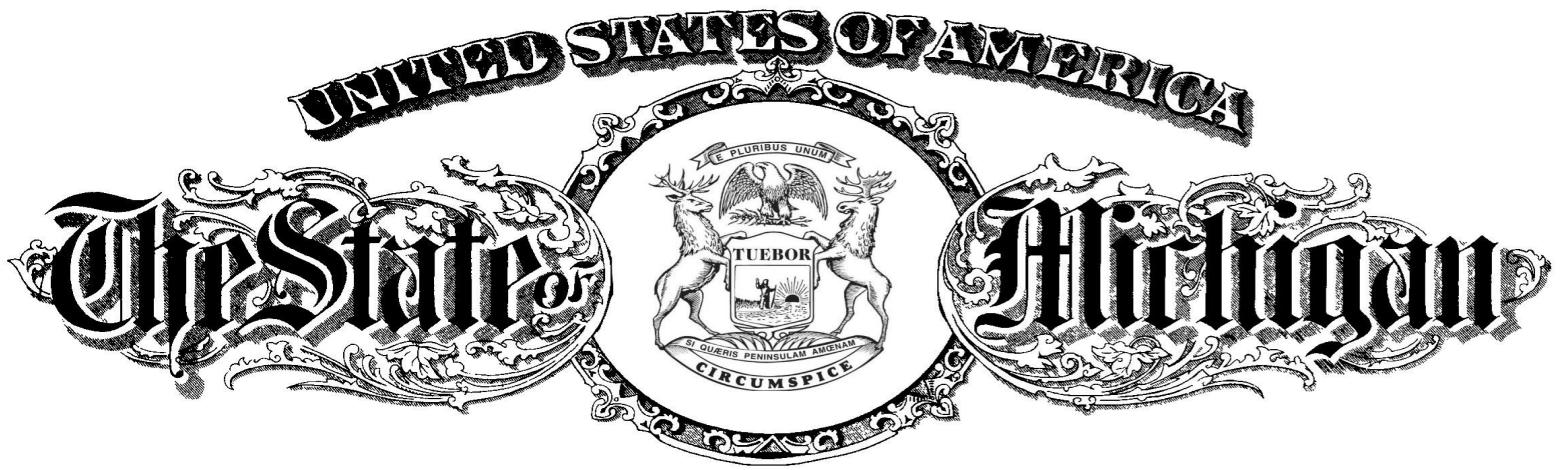
Certificate Number: 21010268402

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 14th day of January, 2021.

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau



Department of Licensing and Regulatory Affairs
Lansing, Michigan

This is to Certify That

STADIUM NORTH LOFTS LIMITED DIVIDEND HOUSING ASSOCIATION LLC

was validly authorized on January 13 , 2021, as a Michigan DOMESTIC LIMITED LIABILITY COMPANY.
and said limited liability company is validly in existence under the laws of this state and has satisfied its
annual filing obligations.

This certificate is issued pursuant to the provisions of 1993 PA 23 to attest to the fact that the company is
in good standing in Michigan as of this date.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit
given it in every court and office within the United States.



Sent by electronic transmission

Certificate Number: 21010614009

In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 25th day of January , 2021.

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

Lansing PILOT Application

Description of Project

Project Name:

Stadium North Lofts





Stadium North Lofts: Project Description

Location / Overview:

Stadium North Lofts will be located at 514 Erie and 500 N. Cedar in Lansing, Michigan. The 1.6+/- acre site is currently being used for outdoor storage and sales. The site is located just north of the Stadium District, one of Lansing's most desirable areas, with highly walkable amenities and the highest rent apartments in the city. The site is also well located, less than a ½ mile from downtown, providing access to many jobs and services. The site is surrounded by established residential to the west, the stadium district to the south, community services to the east, and established commercial to the north. The development is also part of a larger redevelopment effort known as Stadium North, which will also include a phase of senior housing.

Development Summary:

LIHTC funding will allow this development to provide the workforce/families a new quality, affordable housing option within one of Lansing's most sought-after rental market, the Stadium District. The development involves the new construction of 66 units containing the full spectrum of modern amenities. Units target 30%, 40%, 60%, and 70% AMI's, accommodating the various housing needs of the family/workforce demographic. Units will be desirable to singles, couples, and families with or without physical challenges. A local PILOT will support this effort.

Unit Design & Amenities:

The project will feature (51) 2-bedroom and (15) 3-bedroom units. All units offer modern/open floor plans featuring a living/dining area, full-size kitchen, spacious bedrooms, in-unit laundry connections, and an oversized bathroom. Additionally, ample storage is provided in each unit, including: a coat closet, linen closet, pantry, and walk-in closets in most bedrooms. The modern design and open floor plans offer many other amenities attractive to families. All kitchens are fully loaded with energy-efficient appliances (refrigerator, oven/range, and dishwasher), double bowl sink w/sprayer & disposal, pantry, and breakfast bar/island. Units will include central air, window blinds, paneled doors, doorbells, and cable/internet access.

There are also many other high-performance housing characteristics, sustainable development characteristics, universal design features, and low-impact construction processes included in the development construction. Among other benefits, these will increase energy ratings and encourage water conservation and the use of recycled materials.

Common/Site Amenities:

The development features notable community spaces and amenities. From the main entry, residents and guests are welcomed to the building by the on-site management office. The building will also contain a large community room with a kitchenette and serving island/bar and a theater area, which will serve as the center for community meetings/activities (which might include gaming leagues) and will encourage resident interaction and socialization. The building will also offer a fitness center (cardio equipment, light weights, and yoga stretch & strengthen area), and a computer center (computers,

internet access, copier, and scanner). Security is also a key amenity. This is addressed by providing secured access to the building, parking/entry lighting, unit door peepholes, smoke detectors, and in unit fire extinguishers.

Outdoor amenities include a gazebo and a community gardens area. These can be accessed via an internal sidewalk from all units. Additionally, sitting areas along the street frontage and sidewalk offer access to public transit, recreation space, and adjacent community services. Additionally, the development is equipped with ample parking.

Services Offered:

Management in partnership with Lansing Housing Commission will be the Service Coordinators. These organizations will coordinate supportive services in conjunction with internal programs as well as through other service providers. Services will include, but are not limited to, childcare, educational services, job services, transportation, healthcare referral, and activity programs.

Surrounding Amenities:

The surrounding neighborhood offers a host of off-site amenities and services. The site is walkable to the Stadium District and downtown, which features many amenities and services. The at site transit stop make the remainder of Lansing and the surrounding areas highly accessible.

Local Housing Need:

The market study completed by Bowen National indicates that the project should proceed with no proposed changes. The project is in a high growth, very walkable area, and vacancy rates in the local market are low. The rental market in the PMA is very strong and comparable product are 100% occupied with a substantial waiting list.

Community Outreach & Support:

The development team involves the Lansing Housing Commission (LHC), the lead provider of affordable housing in the city. This proposal is structured to support and further their goals and policies. LHC is assisting with the replacement of Public Housing and project-based vouchers to support their wait list. The staff and board are informed and support the development effort. Additionally, government and public officials were invited to several public meetings during the rezoning process. There was no opposition at these meetings.

Community Impact:

The City of Lansing and the Stadium District have experienced significant recent investment and growth. This has occurred in partnership with local neighborhood revitalization planning strategies. The results are transforming the neighborhood. This is improving housing quality and providing more housing options while encouraging affordable housing. It has also brought new services and amenities to the area that made it highly desirable and walkable.

Job Creation:

Construction activities are anticipated to create between 125-175 temporary jobs. These temporary jobs would last throughout the 14-month construction process. These estimates have been established from past performance on more than 100 LIHTC transactions throughout our history. 2 full-time permanent positions will be established upon lease-up. These include an on-site manager and service technician.

Lansing PILOT Application

Legal Description of property

Project Name:

Stadium North Lofts



Legal Description and Depiction of the Property

That certain portion of the following two parcels identified as 1.75 acres for a 4-story workforce development described below and depicted further below:

Parcel 1:

Land in the City of Lansing, Ingham County, MI, described as follows:

The North 93 feet of Lot 13, Scofield's Subdivision of Lot 2 and part of Lot 3 of Block 247, City of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 1 of Plats, Page 34, Ingham County Records.

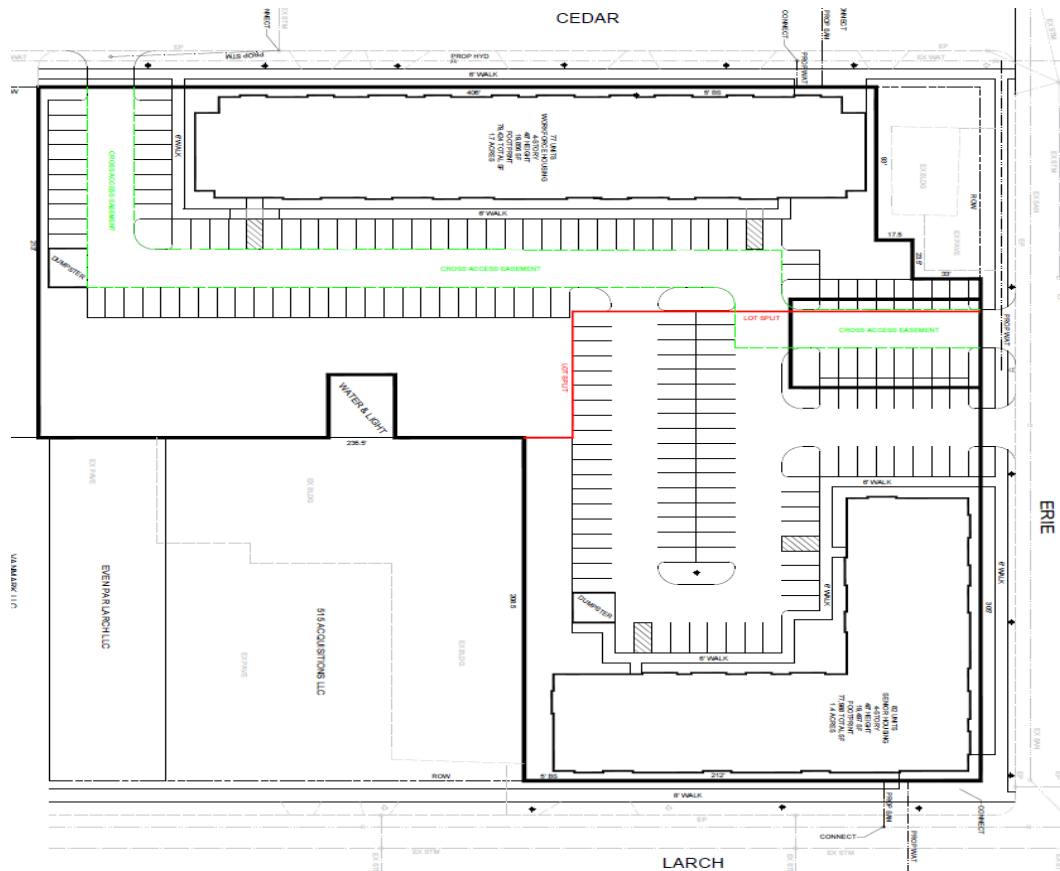
Parcel 2:

Land in the City of Lansing, Ingham County, Michigan, described as follows:

Lot 34 of Assessor's Plat No. 33 of the East 1/2 of Lot 3 and Lots 4 through 8 inclusive of Block 247, City of Lansing; also Lots 14, 15, 16 and 17 of Scofield's Subdivision of Lot 2 and part of Lot 3, Block 247; Also commencing at Southeast corner of Lot 17 of Scofield's Subdivision; thence South 4.5 feet along extension of East line of Lot 17 to North line of Lot 34 of Assessor's Plat No. 33; thence West along North line of said Lot 34 a distance of 214.5 feet; thence North 4.5 feet; thence East along the South lines of Lots 14, 15 and 17 of Scofield's Subdivision 214.5 feet to the point of beginning;

ALSO: Commencing at Southwest corner of Lot 11; thence East 132 feet; thence North 100 feet; thence West 14.5 feet; thence South 30.5 feet; thence West 22.5 feet; thence South 19.5 feet; thence East 4 feet; thence South 27 feet; thence West 21 feet; thence South 13 feet; thence West 78 feet; thence South 10 feet to beginning, being part of Lots 10 and 11 of Scofield's Subdivision of Lot 2 and part of Lot 3, Block 247, City of Lansing;

ALSO: Lots 1, 2, 4, 5, 6, 33 and Lot 3 EXCEPT the North 33 feet of the East 40 feet thereof of Assessor's Plat No. 33 of East 1/2 of Lot 3 and Lots 4 through 8 inclusive of Block 247, City of Lansing; also Lots 12 and South 57 feet of Lot 13 and commencing at the Northwest corner of Lot 11; thence East 99 feet; thence South 27 feet; thence West 21 feet; thence South 13 feet; thence West 78 feet; thence North 40 feet to beginning of Scofield's Subdivision of Lot 2 and part of Lot 3, Block 247, City of Lansing; Together with and in addition to those lands as described above, all lands lying between the South line of Lot 12 and the South line of Lot 13 of Scofield's Subdivision (a subdivision of Lot 2 and part of Lot 3, Block 247, Original Plat, City of Lansing) and the North line of Lot 1, Assessor's Plat No. 33 (on the East 1/2 of Lot 3 and all of Lots 4 through 8 inclusive of Block 247, Original Plat, City of Lansing).



Lansing PILOT Application

Evidence of Site Control

Project Name:

Stadium North Lofts



Lansing PILOT Application

Evidence of Site

Control

(Executed PSA)

Project Name:

Stadium North Lofts



Purchase and Sale Agreement

This Purchase and Sale Agreement (this "Agreement") is effective as of January 19, 2021, by MVAH Holding LLC, a Georgia limited liability company, or its successors and assigns (the "Purchaser") and 4000 North Grand River, LLC, a Michigan limited liability company (collectively, the "Seller").

In consideration of the mutual promises and conditions contained in this Agreement, the parties agree as follows:

1. **Definitions.** Unless otherwise stated in this Agreement, all of the capitalized words in this Agreement have the meanings set forth in the Exhibit A hereof, or in other provision of this Agreement.

2. **Property Description.** On the day of Closing (defined below) selected by the Purchaser pursuant to the terms of Section 4.1 below (the "Closing Date") and subject to the performance of all conditions precedent contained in this Agreement, Purchaser agrees to purchase from Seller, and Seller agrees to sell and deliver possession to Purchaser, on the Closing Date, all of Seller's right, title, and interest in and to the Property, free and clear of all Encumbrances, except for the Permitted Encumbrances. If necessary, the exact legal description of the Property, in accordance with Section 5.1, shall be substituted for the legal description of the Property attached hereto as Exhibit B and attached to the Deed. Seller agrees that, if any portion of the total acreage of the Property cannot be used due to the existence of any Encumbrance, the legal description of the Property may be adjusted and additional unencumbered acreage, as mutually agreed to by the Purchaser and Seller, and added so that Purchaser will be able to use the Property for the Purchaser's Intended Use.

3. **Purchase Price; Deposit; Prorations.**

3.1. **Purchase Price.** The purchase price for all of Seller's right, title, and interest in and to the Property (the "Purchase Price") is One Million One Hundred Fifty Thousand and 00/100 Dollars (\$1,150,000.00).

3.2. **Deposit.** Within ten (10) days after the date of this Agreement, Purchaser shall deliver to Diversified National Title Insurance Company, 500 E. Michigan Ave., Suite 203, Lansing, MI 48912, which shall act as the escrow agent for the Closing (the "Title Company"), an earnest money deposit, in the amount of Ten Thousand Dollars (\$10,000.00), to be held in an account and in accordance with the terms of this Agreement (the "Deposit"). Interest earned on the Deposit shall be considered part of the Deposit, if any. If Purchaser terminates this Agreement in accordance with this Agreement before that date which is ten (10) business days following the date on which Purchaser satisfies the contingency set forth in Section 5.1.10 below, the Deposit shall be immediately returned to Purchaser. However, the Deposit shall become non-refundable upon the earlier of: (a) the end of the Inspection Period, as the same may be extended or (b) ten (10) business days following the date on which the contingency set forth in Section 5.1.10 below is satisfied except in the event of a subsequent, uncured Seller default in which event the Deposit shall be returned to Purchaser. If Purchaser purchases the Property, such Deposit shall be applied by Seller as a credit towards the Purchase Price or returned to Purchaser, as determined by Purchaser. If Purchaser fails to perform its obligations, or otherwise terminates this Agreement in violation of this Agreement, Seller shall be entitled to retain the Deposit and any accrued Extension Fees as its sole and exclusive damages under this Agreement. In the event Purchaser fails to submit an application for an award of low-income housing tax credits with the Michigan State Housing Development Authority naming the subject Property as the situs for the proposed development by February 1, 2021, then this Agreement shall automatically terminate, and Purchaser shall be entitled to a full refund of the Deposit.

3.3. Prorations. The balance of the Purchase Price, after application of any credits or prorations set forth in this Agreement and the application of the Deposit, shall be delivered by Purchaser in accordance with Section 4.3 of this Agreement, by certified or official bank check or wire transfer to the order of the Title Company, subject to the prior delivery in escrow of all instruments of transfer and conveyance in accordance with this Agreement.

4. Closing Date; Closing Deliveries; Costs and Expenses.

4.1. Closing Date. Subject to the satisfaction of all terms and conditions of this Agreement, the closing under this Agreement shall take place as an escrow closing through the offices of the Title Company on a date that is within thirty (30) days after the expiration of the Inspection Period, as extended pursuant to this Agreement.

4.2. Seller's Deliveries to Title Company. Subject to the conditions and obligations of this Agreement, provided that appropriate, reasonably commercially acceptable Closing documents are timely delivered to Purchaser and Seller for review, comment and approval, Seller shall make the following deliveries to the Title Company or Purchaser, and perform the following acts, at least two (2) days prior to the Closing Date:

4.2.1. A duly executed covenant deed, provided the same is reasonably acceptable to Purchaser's lender and investor or, if mutually acceptable to the parties, a general warranty deed, transferring to Purchaser any and all of Seller's right, title, and interest in and to the Property (the "Deed"), conveying fee simple, good and marketable title to the Property, free and clear of any and all Encumbrances, other than the Permitted Encumbrances applicable thereto, and containing any and all release of dower, courtesy and/or other marital rights, if applicable, as required by state law.

4.2.2. Closing statement (the "Closing Statement"), prepared by the Title Company, executed by Seller, conforming to the proration and other relevant provisions of this Agreement.

4.2.3. A certificate of the shareholder/partners/members of Seller certifying copies of: (i) formation documents of Seller; (ii) all requisite resolutions or actions of Seller approving the execution and delivery of this Agreement and the consummation of the transactions contemplated herein; and (iii) the signature of each authorized representative of Seller.

4.2.4. A bill of sale, assignment of leases and such other documents as are necessary to convey to Purchaser all of Seller's right, title and interest in and to the Property other than the real property, including, without limitation, the Tangible Personal Property, Reports, Leases and Licenses, free and clear of any and all Encumbrances, if any, other than the Permitted Encumbrances applicable thereto.

4.2.5. An affidavit with respect to mechanics' liens, certifying that there are no unpaid bills for services rendered or material furnished to the Property, and an agreement indemnifying the Title Company and Purchaser against claims for such services or materials.

4.2.6. Any and all other documents and instruments incidental to the transactions contemplated by this Agreement and reasonably requested by Purchaser, any Governmental Authority, or Title Company, including but not limited to: (a) the standard affidavit required by the Title Company for the removal of the standard preprinted exceptions from the title insurance policies; and (b) a Certificate of Non-Foreign Status or other evidence satisfactory to Purchaser and the Title Company confirming that Purchaser is not required to withhold or pay to the Internal Revenue Service any part of the "amount

realized" as such term is defined in the Internal Revenue Code of 1986, as amended, and the regulations promulgated pursuant thereto.

4.3. Purchaser's Deliveries to Title Company. Subject to the conditions and obligations of this Agreement, provided that appropriate, reasonably commercially acceptable Closing documents are timely delivered to Seller and Purchaser for review, comment and approval, Purchaser shall make the following deliveries to the Title Company or Seller, and perform the following acts, at least two (2) days prior to the Closing Date, unless otherwise noted:

4.3.1. Closing Statement, executed by Purchaser.

4.3.2. Purchaser shall deliver the Purchase Price, as adjusted by this Agreement, to the Title Company, on or before the Closing Date.

4.3.3. A certificate of the members of Purchaser certifying copies of: (i) the formation documents of Purchaser; (ii) all requisite resolutions or actions of Purchaser approving the execution and delivery of this Agreement and the consummation of the transactions contemplated herein; and (iii) the signature of each authorized representative of Purchaser.

4.3.4. All other documents and instruments incidental to the transactions contemplated by this Agreement and reasonably requested by Seller or Title Company.

4.3.5. Proof of availability of funds to close.

4.4. Costs and Expenses. Seller shall pay for the following expenses relative to this transaction: (i) its own attorneys' fees; (ii) one half of the Title Company's closing and escrow fees; and (iii) all costs and expenses of transferring and recording the deed of conveyance, including, but not limited to transfer fees, documentary stamp and/or conveyance taxes of transferring the Property. Purchaser shall pay for the following expenses relative to this transaction: (i) one half of the Title Company's closing and escrow fee; (ii) its own financing expenses, if any; (iii) its own attorneys' fees; (iv) all of the premium cost of an owner's policy of title insurance and endorsements; and (v) costs and expense of the Survey.

5. Inspection Period; Seller's Deliverables; Seller's Post-Closing Obligations.

5.1. Inspection Period. Purchaser, at Purchaser sole cost and expense, shall have until 5 p.m. EST on June 8, 2021, or such other date as mutually agreed upon by Seller and Purchaser (the "Inspection Period"), in which to conduct its due diligence review of the Property, testing, investigations and inspections of the physical aspects of the Property, and otherwise to determine the desirability and utility of the Property for Purchaser's Intended Use, as determined by Purchaser, in Purchaser's sole and absolute discretion. In the event Purchaser has not received an award of low-income housing tax credits from the Michigan State Housing Development Authority naming the subject Property as the situs for the proposed development by February 1, 2021, then this Agreement shall automatically terminate, and Purchaser shall be entitled to a full refund of the Deposit.

All due diligence activities shall (a) be conducted in a good and workmanlike manner, (b) be conducted in accordance with all laws, regulations and professional standards, including, but not limited to those related to environmental matters, (c) be conducted in a manner so as not to subject the Property or persons thereon to unreasonable risk of harm, hazard or other damage, (d) require Purchaser to return the Property to the status quo ante, prior to concluding its due diligence activities, and (e) shall not be conducted until Purchaser provides to Seller such commercially reasonable insurance as Seller shall

require. Purchaser will indemnify, defend, and hold harmless the Seller to the fullest extent permitted by Michigan law in conjunction with any acts or omissions of Purchaser on the Property. The Purchaser's due diligence matters will include but not be limited to the following:

5.1.1. Zoning and Permits. Purchaser shall have confirmed that the Property is zoned to permit the construction of low-income workforce housing (the "Purchaser's Intended Use"). If the Property must be rezoned for Purchaser's Intended Use, Seller agrees to cooperate with Purchaser in the rezoning process, provided there is no cost to Seller. Purchaser, at its cost and expense, shall have obtained, upon terms and conditions satisfactory to Purchaser, all necessary permits, licenses, variances and approvals (collectively, the "Permits") pertaining to the building, occupancy, signs, utilities, curb cuts, driveways (including ingress and egress to and from public thoroughfares), zoning, use, environmental controls, and any other permits which, in the sole judgment of Purchaser, are necessary for Purchaser's Intended Use. Seller agrees to execute any applications or other documents and make such other appearances as reasonably requested by Purchaser in order to obtain the Permits, provided there is no cost or material burden to Seller. Purchaser must obtain Seller's written consent to develop the property in a manner other than that described as Purchaser's Intended Use, which consent shall not be unreasonably withheld.

5.1.2. Utilities. Purchaser shall have confirmed that all utilities, including telephone, storm sewer, sanitary sewer, water, gas and electric (collectively, the "Utilities") have been adequately extended within satisfactory easements or rights-of-way to a location within, or on the perimeter of, the Property at which Purchaser can tap into and receive service without the imposition of tap-in charges to Purchaser other than tap-in charges which are customarily and normally charged in the locality in which the Property is located. Such Utilities shall be available in a size and pressure appropriate for Purchaser's Intended Use or Purchaser may, in accordance with the terms of this Agreement, terminate same. Seller will grant or cause to be granted to Purchaser all necessary utility easements, provided (a) there is no cost to Seller and (b) that such utility easements will not unreasonably burden the Property in the event that the sale is not closed.

5.1.3. Easements; Private Roadways. Purchaser shall have obtained at or prior to Closing all other easements or licenses deemed necessary by Purchaser upon terms and conditions acceptable to Purchaser. Seller agrees to reasonably cooperate with Purchaser in obtaining any such easements or licenses, provided (a) there is no cost to Seller and (b) such easements and licenses will not unreasonably burden the Property in the event that the sale is not closed.

Further and without limiting the foregoing obligations, Seller specifically recognizes and agrees that on even date herewith, Seller entered into a separate Purchase and Sale Agreement with Purchaser (the "Senior Housing PSA") for Purchaser's (or its successors and assigns) potential acquisition of additional real property as shown on Exhibit "B" located immediately adjacent to the Property (the "Senior Housing Property"). Seller agrees that in the event that the Property is purchased pursuant to the terms of this Agreement but the Senior Housing Property is for any reason not acquired pursuant to the terms of the Senior Housing PSA, Seller shall nevertheless provide, or cause to be provided, to Purchaser all such easements/cross-easements for access, private roadway construction and other such ancillary purposes upon the Senior Housing Property as Purchaser shall deem necessary for Purchaser's Intended Use of the Property, provided (a) there is no cost to Seller, (b) the parties have reached agreement, pursuant to Sections 5.1.4 and 5.1.5, on a site plan, and (c) the site plan will not unreasonably burden the Senior Housing Property (if that sale is not closed), or the Property (in the event that the sale on the Property is not closed). The provisions of this Section 5.1.3 shall survive Closing and the delivery of the Deed if the purchase of the Senior Housing Property does not close.

5.1.4. Lot Split. Purchaser may, at Purchaser's sole cost and expense, complete any subdivision, combination and/or lot split of Seller's property which is necessary in order to convey the Property to Purchaser as a separate, transferable and taxable parcel. Purchaser may obtain, at Purchaser's sole cost, a certified survey, bearing a legal description, made by a licensed surveyor, showing the area, dimensions and location of the Property to the nearest monuments, streets, alleys or property, the location of all improvements, utilities and encroachments, the location of all proposed and recorded easements against or appurtenant to the Property, and not disclosing any condition rendering the Property unusable, in Purchaser's sole judgment, for the intended purpose of Purchaser. The Property shall not be located in a flood plain and the survey shall confirm that the Property totals approximately 1.75 acres net of any wetlands or waterways and free of any easements or restrictions related to wetlands or waterways under the jurisdiction of the Army Corp. of Engineers, the State where the Property is located or any other governmental entity or agency. Seller agrees that in the event that the Property is purchased pursuant to the terms of this Agreement but the Senior Housing Property is for any reason not acquired pursuant to the terms of the Senior Housing PSA, Seller shall nevertheless provide, or cause to be provided, to Purchaser documents and approvals relating to the Senior Housing Property as Purchaser shall deem necessary for Purchaser's Intended Use of the Property, provided (a) there is no cost to Seller (b) the parties have reached agreement, pursuant to this Section and Section 5.1.5, on a site plan and (c) such site plan will not unreasonably burden the Senior Housing Property (if that sale is not closed) or the Property (in the event that the sale on the Property is not closed). The provisions of this Section 5.1.4 shall survive Closing and the delivery of the Deed if the purchase of the Senior Housing Property does not close.

5.1.5. Site Plan. In order to facilitate Purchaser's completion of any lot split and protect Seller's interest in the Property and the Senior Housing Property, Purchaser agrees to provide Seller concurrently with execution of this Agreement, a draft site plan ("Site Plan") showing proposed parcel depictions, public road access points, road/walkway easements, utility easements and other material matters affecting use and development for the Property and the Senior Housing Property. On or before January 27, 2021 (the "Site Plan Approval Date"), Seller shall provide Purchaser with written approval of the Site Plan. Seller's approval of the Site Plan shall not be unreasonably withheld, conditioned, or delayed. In the event that Seller has not provided a response regarding the Site Plan by the Site Plan Approval Date, the Site Plan shall be deemed approved by Seller. If Seller and Purchaser have not mutually agreed on the Site Plan by the Site Plan Approval Date, then this Agreement shall automatically terminate, and Purchaser shall be entitled to a full refund of the Deposit. Notwithstanding the foregoing, Seller and Purchaser understand and agree that the Site Plan will be subject to review, revision and approval by third parties and Governmental Authorities. Changes to the Site Plan per the requirements of third parties and Governmental Authorities ("3rd Party Site Plan Revisions") will be provided to Seller. Seller shall be entitled to approve any 3rd Party Site Plan Revisions. Seller's approval of the 3rd Party Site Plan Revisions shall not be unreasonably withheld, conditioned, or delayed. In the event that Seller has not provided a response regarding the 3rd Party Site Plan Revisions within five (5) business days of receipt of any 3rd Party Site Plan Revisions, the 3rd Party Site Plan Revisions shall be deemed approved by Seller.

5.1.6. Soil Tests. Purchaser shall obtain, at Purchaser's cost and expense, borings, percolation tests, toxic or hazardous substance tests and other tests (collectively, the "Soil Tests") showing that the Property is satisfactory, in Purchaser's sole judgment, for building foundations and the construction, operation and financing of the improvements which Purchaser may wish to make. Seller hereby grants to Purchaser, its agents or contractors, the right to enter upon the Property to make the Soil Tests and surveys; provided, however, that the tests and survey shall be conducted so as not to damage Seller's property, and otherwise in accordance with this Agreement.

5.1.7. Title Insurance. Purchaser shall have obtained a satisfactory Title Commitment in accordance with Section 6.1 of this Agreement.

5.1.8. Environmental Phase I and Related Testing. Purchaser, at Purchaser's cost and expense, shall have obtained a current satisfactory Phase I Environmental Audit of the Property and any other environmental testing which Purchaser deems reasonably necessary to evaluate potential environmental risks related to the Property.

5.1.9. Financial Feasibility. Purchaser must have determined, in its sole and absolute discretion, that the purchase and development of the Property for Purchaser's Intended Use is financially feasible.

5.1.10. Receipt of LIHTC Allocation. The Property shall have received an allocation of Section 42 Low-income Housing Tax Credits and/or Historic Tax Credits, if applicable, from the appropriate agency in an amount deemed sufficient by Purchaser, in its sole discretion.

5.1.11. Financing. Purchaser shall have obtained a binding commitment for debt and equity financing in amounts and on terms satisfactory to Purchaser in its sole and absolute discretion to use the Property in accordance with Purchaser's Intended Use.

5.1.12. Leases. Purchaser shall have received and reviewed all Leases as well as a rent roll for the Property, if any, including a list of all security deposits and any delinquencies which Leases and such rent roll, if any, shall be acceptable to Purchaser in its sole discretion.

5.1.13. Termination. If Purchaser determines in its sole and absolute discretion that the Property is not acceptable, Purchaser shall have the right for any reason or no reason either to: (a) terminate this Agreement by written notice to Seller on or before expiration of the Inspection Period, or any extensions thereof as mutually agreed upon by Seller and Purchaser, Title Company shall immediately return the Deposit and any Extension Fee paid prior to termination to Purchaser and neither party shall have any further rights or obligations to the other under this Agreement; or (b) waive the requirements and/or contingencies regarding such due diligence review and proceed with this Agreement.

5.2. Extension of Inspection Period. Purchaser shall have the option to extend the Inspection Period three (3) periods of ninety (90) days each provided Purchaser delivers to Seller a written notice of its exercise of the extension of the Inspection Period prior to the expiration of the Inspection Period, as extended, and deposits with the Title Insurance Company an extension fee in the amount of Twenty-Five Thousand Dollars (\$25,000.00) for each extension (each, an "Extension Fee"), which Extension Fee(s) along with the Deposit, shall become non-refundable but credited against the Purchase Price at Closing except in the event of a Seller default in which event the Extension Fee(s) shall be refunded to Purchaser, or as provided in Section 6.1 and Section 12, in which event the Extension Fee(s) shall be refunded to Purchaser.

5.3. As a material inducement to Purchaser's execution hereof, Purchaser and Seller agree that it would be impracticable and extremely difficult to fix actual damages in case of Purchaser's default by a failure to close. Seller agrees that the amount of the Deposit and any Extension Fee paid prior to default or Purchaser's notice to Seller of its intent to default is a reasonable estimate of such damages, and that Seller shall retain the Deposit and any paid Extension Fee as liquidated damages, as its sole remedy against Purchaser for a failure to close. Furthermore, Seller agrees that the amount of the Deposit and any paid Extension Fee is a sufficient remedy for such Purchaser default for a failure to close, Seller shall no longer have any cause of action or claim against Purchaser in law or in equity for a failure to close, including specific performance, and Purchaser shall be fully released from any action of Seller arising out of Purchaser's alleged breach of this Agreement. The parties further agree that the Deposit and any paid Extension Fee is a reasonable sum for a failure to close considering all of the circumstances of the transactions contemplated by this Agreement. For avoidance of doubt, this Section 5.3 is not intended to

bar Seller from separately pursuing any damages to Property, persons or personal property for a violation of Section 5.1 of the Agreement (and its various subsections), which shall not be included in or barred by this liquidated damages provision.

5.4. Seller's Deliverables. Within seven (7) days after the date of this Agreement, Seller agrees to provide Purchaser with copies of any and all environmental reports, wetlands permits, geotechnical reports, concurrency documents, plans and specifications, plans, bids, covenants, construction contracts, aerial photographs, development agreements, warranties, leases and rent roll, topographical maps, material correspondence, utility locations and capacity documents, traffic studies, surveys, title work commitments or policies, surveys, soil tests or other inspection reports regarding the Property which are in Seller's possession and any and all reports or material information in Seller's possession affecting the Property. In addition, and upon request by Purchaser, Seller shall within a reasonable time deliver to Purchaser copies of any and all other due diligence items requested by Purchaser.

6. Title Commitment; Survey.

6.1. Title Commitment. Prior to thirty (30) days before the expiration of the Inspection Period as same may be extended, Purchaser may cause to be furnished to Purchaser, at Purchaser's costs and expense, a title insurance report and commitment for an ALTA Owner's Title Insurance Policy in a coverage amount equal to the amount of the Purchase Price, from the Title Company (the "Title Commitment"), in which the Title Company commits that upon delivery and recordation of the Deed and other documents provided for in this Agreement, the Title Company will issue, at its usual rate, an ALTA Owner's Title Insurance Policy, insuring access to the Property and such other endorsements as Purchaser may request (the "Title Policy"). Title to the Property shall be good and marketable in fee simple in the name of Seller, prior to Closing, as determined in accordance with the standards of the state bar association where the Property is located and free and clear of all Encumbrances other than Permitted Encumbrances. If the Title Commitment or the exceptions show that title is unmarketable, then Purchaser shall notify Seller of Purchaser's objections prior to the expiration of the Inspection Period. Seller may undertake, with due diligence, to have the defects identified by Purchaser eliminated. If Seller is unable or unwilling to eliminate defects identified by Purchaser within fifteen (15) days, Seller shall notify Purchaser in writing, and Purchaser shall have the option, within fifteen (15) days of the written notice by Seller, to be exercised in Purchaser's sole discretion, to: (i) proceed with Closing of this transaction subject to such title defects; or (ii) terminate this Agreement, in which event the Title Company shall return to Purchaser the Deposit and any Extension Fee(s). Notwithstanding the foregoing, Purchaser shall have the right to object to any new title exceptions which are identified between the date of the Title Commitment and the Closing Date.

6.2. Survey. Prior to thirty (30) days before the expiration of the Inspection Period as same may be extended, Purchaser may cause to be delivered to Purchaser, a survey of the Property, at Purchaser's cost and expense (the "Survey").

7. Representations by Seller. As of the date of this Agreement and as of the Closing Date:

7.1. Title to Property. Seller represents that Seller (and/or its affiliates) has good, marketable, and indefeasible fee simple title to the Property, free and clear of all Encumbrances of any nature except Permitted Encumbrances. On the Closing Date the Property shall be unoccupied and free of any lease or other right of possession or claim of right of possession by any person or entity other than Purchaser, unless permitted by Purchaser.

7.2. Authority and Organization. Seller represents that it is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Michigan and has all requisite power and authority to carry on its business as it is presently being conducted. Seller represents that Seller has obtained or will obtain all necessary approvals to authorize the transaction and consummate the transfer of the Property as herein contemplated.

7.3. Enforceability. Seller represents that this Agreement has been duly authorized and approved by Seller, has been duly and validly executed and delivered by Seller and is a valid and legally binding agreement of Seller, enforceable against Seller in accordance with its terms, except to the extent that such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relative to or affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether in equity or at law). The execution and delivery of this Agreement have been duly authorized and validly executed and delivered by Seller, and will not: (i) constitute or result in the breach of or default under any oral or written agreement to which Seller is a party or which affects the Property; (ii) constitute or result in a violation of any order, decree or injunction with respect to which Seller and/or the Property is bound; (iii) cause or entitle any party to have a right to accelerate or declare a default under any oral or written agreement to which Seller is a party or which affects the Property; and or (iv) to the best of Seller's actual knowledge, violate any provision of any municipal, state or federal law, statutory or otherwise, to which Seller or the Property may be subject.

7.4. Transfer of Property; Compliance with Laws. Seller represents that on the Closing Date, Seller will transfer the Property and possession of the Property to Purchaser. Seller represents that, to the best of Seller's actual knowledge (subject to any grandfather provisions), and subject to known well easements, the Property is in good standing and in compliance with all applicable covenants, conditions, restrictions, easements, laws, regulations, rules affecting the Property and for which the Property is subject. Seller represents that neither Seller nor the Property has received any notice of and there exist no known proceedings or investigations by any Governmental Authority against or affecting the Property.

7.5. Continued Compliance with Laws. To the best of Seller's actual knowledge, the continued compliance with all legal requirements relating to the Property is not dependent on facilities located at any other property; and compliance by any other property with any legal requirements applicable to the other property is not dependent on the Property.

7.6. Property Rights. Seller represents that other than this Agreement, there are no outstanding options, contracts, commitments, warranties, pledges, agreements, or other rights of any character entitling any Person to acquire any or all of the Property. Further, all service and maintenance contracts with respect to the Property will, unless Purchaser notifies Seller in writing during the Inspection Period that Purchaser intends to assume the same, be terminated by Seller, at Seller's cost, at Closing, provided Purchaser gives Seller reasonable notice of its intent to close, in sufficient time to terminate same.

7.7. Litigation. To the actual knowledge of Seller, there are (a) no pending or threatened litigation, arbitration, administrative action or examination, claim, or demand whatsoever relating to the Property to the actual knowledge of Seller, or (b) no attachments, execution proceedings, liens, assignments or insolvency proceedings are pending or threatened against Seller or the Property or contemplated by Seller. Seller is not contemplating the institution of insolvency proceedings.

7.8. Eminent Domain. Seller has no knowledge of any pending or contemplated eminent domain, condemnation, or other governmental or quasi-governmental taking of any part or all of the Property, including, but not limited to, any action that would compromise access to the Property due to changes in public roads or impact the availability of utilities to the Property. Seller has no knowledge of any pending moratorium or other action which would impact construction on the Property.

7.9. Assessments/Tax Appeals. Seller has not been notified of any possible future improvements by any public authority, any part of the cost of which might be assessed against any part of the Property. Seller has not appealed the current tax valuation of the Property and has no knowledge of any existing or potential changes in the tax value of the Property.

7.10. Environmental. To the best of Seller's knowledge and other than as disclosed on Exhibit C attached hereto, Seller: (i) has not used the Property for the storage, treatment, generation, production or disposal of any toxic or hazardous waste, material or substance nor does Seller have knowledge of such use by others (other than reasonable quantities of properly contained substances commonly used in the operation and maintenance of such Property as a golf cart storage and maintenance facility); (ii) has not caused or permitted and has no knowledge of the release of any toxic or hazardous waste, material or substance on or off site of the Property; (iii) has not received any notice from any governmental authority or other agency concerning the removal of any toxic or hazardous waste, material or substance from the Property; and (iv) has disclosed to Purchaser the location of all underground storage tanks on the Property, if any. No event has occurred with respect to the Property which would constitute a violation of any applicable environmental law, ordinance, or regulation.

7.11. Zoning. To the best of Seller's knowledge, the Property is zoned for H – Light Industrial District.

8. Representations by Purchaser. As of the date of this Agreement and as of the Closing Date:

8.1. Authority and Organization. Purchaser represents that it is a Georgia limited liability company, duly organized, validly existing, and in good standing under the laws of the State of Georgia and has all requisite power and authority to carry out the transactions contemplated by this Agreement and has obtained all necessary approvals to authorize the transaction and consummate the transfer of the Property as herein contemplated.

8.2. Enforceability. This Agreement has been duly authorized and approved by Purchaser, has been duly and validly executed and delivered by Purchaser and is a valid and legally binding agreement of Purchaser, enforceable against Purchaser in accordance with its terms, except to the extent that such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relative to or affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether in equity or at law).

8.3. No Conflict. The execution, delivery and performance of this Agreement by Purchaser will not breach any statute or regulation of any Governmental Authority and will not conflict with or result in a breach of or default under any of the terms, conditions or provisions of any order, writ, injunction, decree, agreement or instrument to which Purchaser is a party.

9. Covenants of Seller and Purchaser. Prior to the termination of this Agreement or the Closing Date, Seller and Purchaser, as provided below, covenant and agree:

9.1. Seller shall not enter into any contract or agreement for the sale, lease, transfer, mortgage, easement, lien, encumbrance, hypothecate, pledge, encumber or assign any of the Property or Seller's interest in the Property or the interest in Seller. Notwithstanding the foregoing, Seller shall be entitled to sell and transfer its interest in the Property to an entity owned and controlled by Sam X. Eyde and/or his wife, or one or more of his children, Stephanie Kramer, Jennifer Gillespie, Melissa E. Eyde and/or Sam X. Eyde II ("Sam Eyde Family Entity"). Any sale and transfer shall be null and void ab initio unless Purchaser is provided with an executed Assignment and Assumption Agreement evidencing assignment

of this Agreement from Seller to the Sam Eyde Family Entity and assumption of all obligations under this Agreement by the Sam Eyde Family Entity.

9.2. Seller shall promptly notify Purchaser of any event, condition or circumstance occurring from the date hereof to the Closing Date that would constitute a violation or breach of this Agreement by Seller.

9.3. Seller or Purchaser may, solely in connection with and as a necessary step in permitting the contemplated transaction to qualify as an Internal Revenue Code Section 1031, Like-Kind Exchange, restructure the manner in which the Property is held, provided, however, such restructuring shall not occur without the prior written approval of Seller and Purchaser, with such approval not being unreasonably withheld, conditioned, or delayed.

9.4. Seller will not enter into any contracts or other commitments regarding the Property, either with any Governmental Authority (including, but not limited to, zoning changes, site plan approvals, density shifts, or platting or replatting) or with any private person or party, without having first obtained the prior written consent of Purchaser thereto in each instance.

10. Indemnification. Each party to this Agreement shall indemnify and hold harmless and shall reimburse the other party to this Agreement and its respective officers, members, agents, and employees, for, any loss, liability, claim, damage, expense (including but not limited to, costs of investigation and defense and attorneys' fees), whether or not involving a third party claim, arising from or in connection with: (a) any material inaccuracy in any of the representations and warranties in this Agreement; or (b) any failure to perform or comply with any Agreement to be performed or complied with by it in this Agreement.

11. Remedies.

11.1. If Seller should fail to perform in accordance with any of its mandatory duties under this Agreement or otherwise breach any of the terms, covenants, agreements, representations or warranties contained in this Agreement, in a manner which constitutes a material breach of the Agreement, then: (i) Purchaser may terminate this Agreement and upon such termination, the parties hereto shall be released from any and all obligations arising hereunder or as a result of their course of dealings and the Deposit and any Extension Fee(s) shall be immediately delivered to Purchaser; (ii) Seller agrees to reimburse Purchaser for all actual expenses and costs of Purchaser in connection with its due diligence regarding this Agreement and the purchase of the Property; and (iii) Purchaser may pursue any and all remedies available to Purchaser under law or equity, including the right of specific performance of the obligations of Seller hereunder.

11.2. If Purchaser should fail to perform in accordance with this Agreement or otherwise breach any of the terms, covenants or agreements contained in this Agreement, in a manner which constitutes a material breach of this Agreement, then Seller may terminate this Agreement and upon such termination, the parties hereto shall be released from any and all obligations arising hereunder or as a result of their course of dealings, except the Deposit and any Extension Fee paid prior to breach shall be immediately delivered to Seller, such sum being agreed upon as the sole damages for the failure of Purchaser to perform the duties, liabilities and obligations imposed on it by the terms and provisions of this Agreement. Seller agrees to accept and take the Deposit and paid Extension Fee as its total damages and relief as Seller's sole remedy hereunder. Notwithstanding the foregoing, nothing in this Section 11.2 shall bar Seller from separately pursuing any damages to Property, persons, or personal property for a violation of Section 5.1 of the Agreement (and its various subsections).

12. Condemnation; Destruction. If, prior to the Closing Date, all or any significant portion of the Property is taken by eminent domain (or is the subject of a pending or contemplated taking which has not been consummated) or if a material part of the Property, including any means of ingress thereto or egress therefrom is damaged or destroyed by fire or other casualty prior to the Closing Date (which will take more than thirty (30) days to repair), Seller shall notify Purchaser of that fact, and Purchaser shall have the option to terminate this Agreement upon notice to Seller and not later than ten (10) days after receipt of Seller's notice; in which case, all obligations of Seller and Purchaser hereunder will be extinguished and the Deposit and any Extension Fee(s) shall be immediately returned to Purchaser.

13. Assignment. Purchaser may assign its interest or rights or obligations in this Agreement to an affiliated entity of Purchaser, without the consent of Seller. Purchaser must obtain the consent of Seller to assign Purchaser's interest or rights or obligations in this Agreement to any individual or entity which is not an affiliated entity of Purchaser.

14. Notices. Either party may change its address by notice to the other party. Any notice provided or permitted to be given under this Agreement must be in writing and may be served: (i) by depositing the same in the United States mail or with a reputable nationwide delivery service, addressed to the party to be notified, postage prepaid, and overnight, registered or certified with return receipt requested; or (ii) by delivering by a national courier service. Notice given in accordance with (i) above shall be effective three (3) days after mailed. Notice given in accordance with (ii) above shall be effective upon delivery by the national courier at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

Seller:

Eydel Properties II, LLC
c/o Sam Eyde Management
2501 Coolidge Road, Suite 501
East Lansing, MI 48823-6352
Attention: Sam Eyde
Telephone: 517-333-3430
Email: sameyde@sameyde.com

with a copy to:

William D Tomblin
William D Tomblin & Associates
PO Box 4783
East Lansing, MI 48826-4763
Telephone: 517-349-8000
Email: wdtomblaw@aol.com

Purchaser:

MVAH Holding LLC
9100 Centre Pointe Drive, Suite 210
West Chester, OH 45069
Attention: Brian McGeady
Telephone: (513) 964-1141
Email: Brian.McGeady@mvaahpartners.com

with a copy to:

MVAH Partners LLC
9100 Centre Pointe Drive, Suite 210
West Chester, OH 45069
Attention: Nick McKee
Telephone: (513) 964-1164
Email: nicklaus.mckee@mvaahpartners.com

15. **Entire Agreement and Amendments.** This Agreement, together with the schedules and exhibits hereto, as well as any referenced contracts in Section 5.1.3, each of which is deemed to be a part hereof, contains the entire understanding between the parties hereto concerning the subject matter hereof and it is understood and agreed that all negotiations and agreements heretofore had between the parties are merged herein. The parties agree that there are no oral agreements, understandings, representations, or warranties that are not expressly set forth herein.
16. **Amendment; Waiver.** This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by all parties hereto. Neither the failure nor any delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, or of any other right, power or remedy; nor shall any single or partial exercise of any right, power or remedy preclude any further or other exercise thereof, or the exercise of any right, power or remedy. Except as expressly provided herein, no waiver of any of the provisions of this Agreement shall be valid unless it is in writing and signed by the party against whom it is sought to be enforced.
17. **Successors and Assigns.** The agreements and representations herein shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties.
18. **Time of Essence.** Time is of the essence of all provisions of this Agreement.
19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State where the Property is located, without regard to conflicts of laws principles of that state. In the event of the bringing of any action or suit by either party against the other arising out of this Agreement, the party in whose favor final judgment shall be entered shall be entitled to recover from the other party all costs and expenses of suit, including reasonable attorney's fees.
20. **Counterparts; Facsimile.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall constitute an original, but all of which together shall constitute but one instrument. Signatures transmitted by facsimile shall have the same effect as original signatures.
21. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of such invalidity or unenforceability does not destroy the basis of the bargain among the parties as expressed herein, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
22. **Captions and Headings.** The captions and headings of this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.
23. **Multiple Sellers.** If two or more persons constitute this Agreement each as a seller, the word "Seller" shall be construed as if it reads "Sellers" throughout this Agreement.
24. **Acceptance.** In the event this Agreement is not signed simultaneously by Purchaser and Seller, it shall be considered to be an offer made by the party first executing it. In such event this offer shall expire at midnight Eastern Time on January __, 2021, unless one copy of this Agreement, executed by the party to whom this offer had been made, shall have been mailed, in accordance with this Agreement.

25. **Interpretation, No Presumption; Survival.** This Agreement has undergone drafts with the negotiated suggestions of all parties and therefore no presumption shall arise favoring any party by virtue of the authorship of this Agreement or any of its provisions. The parties hereto have been advised by their respective legal counsel regarding the form and substance of the provisions contained herein. The use of the word "including" in this Agreement means including, without limitation, the items following. All of the representations, warranties and covenants made in this Agreement shall survive the Closing.

26. **Date of Performance.** If the date for performance of any act under this Agreement falls on a Saturday, Sunday or federal holiday, the date for such performance shall automatically be extended to the first succeeding business day that is not a Saturday, Sunday, or federal holiday.

27. **Pre-Closing Marketing.** Seller acknowledges that Purchaser will be applying for an award of Section 42 Low-income Housing Tax Credits, Senior Independent Living Tax Credits and/or Historic Tax Credits (the "Credits") to assist Purchaser in its purchase and/or operation of the Property. At such time as Purchaser may be awarded such Credits, Seller agrees that Purchaser may begin to promote and market the Property by reasonable means that do not unduly interfere with the Seller's operation or ownership of the Property, including the placement of signage upon the Property and the open marketing of the Property for Purchaser's Intended Use.

28. **Apportionments.** Adjustments to the Purchase Price paid hereunder shall be made between Seller and Purchaser and shall be prorated as applicable upon the Closing Date. For purposes of all prorations provided for herein, Seller shall be responsible for all days prior to the Closing Date and Purchaser shall be responsible for the Closing Date and all days on or after the Closing Date. All prorations shall be made on a 365-day calendar year basis and the actual number of days in the month of the Closing Date.

28.1. All income and expense, including but not limited to applicable prepaid expenses, rents, cash adjustments, and accrued liabilities, attributable to the ownership of the Property, measured and prorated between Seller and Purchaser on an accrual basis until the Closing Date will be for the account of the Seller and on or after the Closing Date are for the account of the Purchaser.

28.2. Seller shall pay or credit against the Purchase Price all unpaid real estate taxes, including penalties and interest, for all tax years preceding the Closing Date, and shall credit a portion of such taxes for the tax year in which the Closing is held, prorated through the Closing Date. The proration of such taxes shall be based on a 365-day year and on the most recently available rate and valuation and the amount so computed and adjusted shall be final. Seller shall pay any special assessments which: (a) are a lien on the Property on the Closing Date, whether such assessments are past due or then due; or (b) are not a lien but are then known and will be payable in whole or in part after the Closing Date. Purchaser shall be responsible for any special assessments which are incurred subsequent to the Closing Date.

28.3. Seller is responsible for the payment of any and all agricultural tax recoupment charges and/or deferred real estate taxes for the Property.

28.4. Seller shall transfer to Purchaser any and all security deposits relating to any and all leases or other funds held in trust for tenants of the Property, if any.

29. **Brokers.** The parties acknowledge that no real estate agent, broker, or company has been used in this transaction by either party and no party has taken any actions which would give rise to a claim for any commission. Purchaser and Seller each covenant and agree to defend, indemnify, and save the other harmless from any actions, damages, fees, real estate commissions, costs and/or expenses (including

reasonable attorneys' fees) resulting from or claimed to be due on account of the purchase and sale of the Property due to the acts of the other party. These reciprocal indemnities shall include the costs of discharging any lien and the cost of defending any litigation, including reasonable attorney's fees (the party to be indemnified shall have the right to choose its own counsel).

[Signatures on the Next Page.]

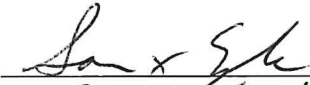
Purchase and Sale Agreement

Signature Page

IN WITNESS WHEREOF, Seller and Purchaser have executed this Purchase and Sale Agreement as of the date listed above.

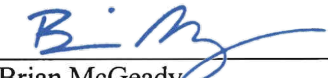
Seller:

4000 NORTH GRAND RIVER, LLC,
a Michigan limited liability company

By: 
Name: Sam X Eide
Title: Manager

Purchaser:

MVAH HOLDING LLC,
a Georgia limited liability company

By: 
Name: Brian McGeady
Its: Authorized Signer

Purchase and Sale Agreement

Exhibit A

Definitions

For the purposes of this Agreement, the following terms shall have the following meanings:

"Appurtenances" mean all rights, privileges, easements, hereditaments, tenements and rights-of-way appurtenants to, or used in connection with, the beneficial use and enjoyment of the Property, including, without limitation, all right, title and interest, if any, of Seller in and to all water rights, open or proposed highways, streets, roads, roadways, avenues, alleys, sidewalks, easements, strips, gores or rights-of-way, ingress and egress, in, on, across, under, in front of, contiguous to, adjacent to, abutting, adjoining or otherwise benefiting the Property, both public and private.

"Property" means a portion of that certain real estate located at 500 N Cedar St. and 514 Erie St., Lansing, Ingham County, Michigan and known as parcels no. 33-01-01-16-228-033 and 33-01-01-16-228-291, and more particularly described and/or depicted in Exhibit B, together with all Improvements, Appurtenances, together with all of Seller's right, title and interest in and to the following: (i) the Tangible Personal Property; (ii) any and all signage, identifying names and all marketing materials of or associated with the real property (but expressly excluding any marketing material containing the names of Seller and/or its affiliates or including multiple properties belonging to Seller and/or its affiliates; (iii) any and all Licenses (except those which may extend to multiple properties of Seller and/or its affiliates); (iv) any and all material Records (but not accounting records or other records specific to the Seller), provided that Seller may maintain copies of any records it deems advisable to keep; (v) goodwill, trademarks, trade names, service marks, telephone and facsimile numbers regarding the foregoing real property (specifically excluding any belonging to or affiliated with Seller, as well as Seller's names, business names or assumed names and/or those of Seller's affiliates); (vi) all such other tangible or intangible property solely owned by Seller and used solely in the ownership of the Property; and (vii) any and all contracts, agreements, and other arrangements relating to the ownership of the foregoing real property, including any existing lease and any and all service contracts relating to third party service providers of the foregoing real property, as determined by Purchaser during the Inspection Period (but specifically excluding any related to multiple properties and those terminated pursuant to this Agreement).

"Encumbrance" means any lien, pledge, mortgage, charge, deed of trust, security interest, claim, lease, charge, option, right of first refusal, easement, servitude, encroachment or other survey defect, transfer restriction, easements and restrictions related to wetlands and waterways, or other encumbrance of any nature whatsoever.

"Governmental Authority" or "Governmental Authorities" mean any government or political subdivision thereof, whether federal, state, local or foreign, or any agency or instrumentality of any such government or political subdivision, or any court or arbitration body, having authority over the Property.

"Improvements" mean all improvements, buildings, structures and fixtures currently located on the Property or to be located on the Property as of the Closing Date, excluding any fixtures owned by tenants, including, without limitation, all heating and air conditioning systems, parking facilities and services, refrigeration, ventilation or other utilities, facilities or services located on the Property or owned by Seller and used solely in connection with the Property.

"Leases" mean each and every lease of space at the Property and any amendments thereto (a) in full force and effect as of the Effective Date and/or (b) executed by Seller after the Effective Date in compliance with the terms and provisions of this Agreement.

"Licenses" mean all of the following owned by Seller, any and all licenses, permits, certificates, consents, registrations, certifications, approvals, operating rights, service contracts, intellectual property, waivers and other authorizations, whether issued or granted by any Governmental Authority or by any other Person, solely with respect to the Property.

"Permitted Encumbrance" means: (a) any mortgage or related security documents on the Property to be released on or before the Closing Date; (b) easements and restrictions of record which do not interfere in any material respect with the ownership of the Property for Purchaser's Intended Use; (c) liens for real property taxes not yet due and payable; and (d) other exceptions approved in writing by Purchaser.

"Person" means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, or other organization, whether or not a legal entity, and any Governmental Authority.

"Records" mean any and all books, lists, leases, documents, manuals, marketing information, databases, and specifications, architectural renderings, warranties, blue prints, floor plans, mylars, forms and records used in connection with the Property and/or any Improvements on the Property.

"Tangible Personal Property" means all furnishings, fixtures, furniture, artwork, apparatus, appliances, tools, machinery, accessories, equipment, and other tangible personal property of any type or description owned by Seller and used or held for use solely in connection with the ownership of the Property, if any.

Purchase and Sale Agreement
Exhibit B
Legal Description and Depiction of the Property

That certain portion of the following two parcels identified as 1.75 acres for a 4-story workforce development described below and depicted further below:

Parcel 1:

Land in the City of Lansing, Ingham County, MI, described as follows:

The North 93 feet of Lot 13, Scofield's Subdivision of Lot 2 and part of Lot 3 of Block 247, City of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 1 of Plats, Page 34, Ingham County Records.

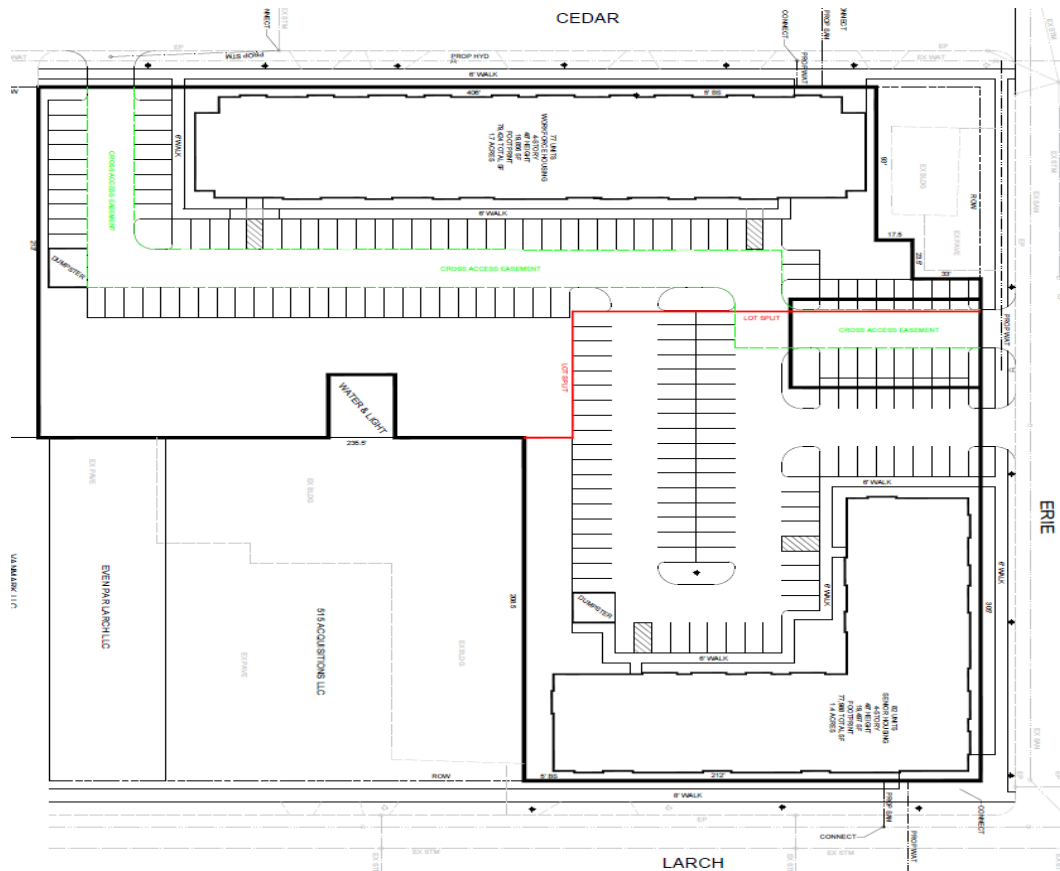
Parcel 2:

Land in the City of Lansing, Ingham County, Michigan, described as follows:

Lot 34 of Assessor's Plat No. 33 of the East 1/2 of Lot 3 and Lots 4 through 8 inclusive of Block 247, City of Lansing; also Lots 14, 15, 16 and 17 of Scofield's Subdivision of Lot 2 and part of Lot 3, Block 247; Also commencing at Southeast corner of Lot 17 of Scofield's Subdivision; thence South 4.5 feet along extension of East line of Lot 17 to North line of Lot 34 of Assessor's Plat No. 33; thence West along North line of said Lot 34 a distance of 214.5 feet; thence North 4.5 feet; thence East along the South lines of Lots 14, 15 and 17 of Scofield's Subdivision 214.5 feet to the point of beginning;

ALSO: Commencing at Southwest corner of Lot 11; thence East 132 feet; thence North 100 feet; thence West 14.5 feet; thence South 30.5 feet; thence West 22.5 feet; thence South 19.5 feet; thence East 4 feet; thence South 27 feet; thence West 21 feet; thence South 13 feet; thence West 78 feet; thence South 10 feet to beginning, being part of Lots 10 and 11 of Scofield's Subdivision of Lot 2 and part of Lot 3, Block 247, City of Lansing;

ALSO: Lots 1, 2, 4, 5, 6, 33 and Lot 3 EXCEPT the North 33 feet of the East 40 feet thereof of Assessors Plat No. 33 of East 1/2 of Lot 3 and Lots 4 through 8 inclusive of Block 247, City of Lansing; also Lots 12 and South 57 feet of Lot 13 and commencing at the Northwest corner of Lot 11; thence East 99 feet; thence South 27 feet; thence West 21 feet; thence South 13 feet; thence West 78 feet; thence North 40 feet to beginning of Scofield's Subdivision of Lot 2 and part of Lot 3, Block 247, City of Lansing; Together with and in addition to those lands as described above, all lands lying between the South line of Lot 12 and the South line of Lot 13 of Scofield's Subdivision (a subdivision of Lot 2 and part of Lot 3, Block 247, Original Plat, City of Lansing) and the North line of Lot 1, Assessor's Plat No. 33 (on the East 1/2 of Lot 3 and all of Lots 4 through 8 inclusive of Block 247, Original Plat, City of Lansing).



Lansing PILOT Application

Evidence of Site

Control

(Amendment

One to PSA)

Project Name:

Stadium North Lofts



FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "First Amendment") is executed as of the 31st day of May, 2021, between MVAH Holding LLC, a Georgia limited liability company ("Purchaser") and 4000 North Grand River, LLC, a Michigan limited liability company ("Seller"), under the following circumstances:

A. Purchaser entered into a Purchase and Sale Agreement dated January 19, 2021 (the "Agreement") with Seller, for the purchase of certain real property located in Lansing, Ingham County, Michigan as more particularly described in the Agreement (the "Property").

B. Purchaser and Seller now desire to make certain modifications to the Agreement, as set forth in this First Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby amend the Agreement as follows:

1. Section 5.1 shall be amended as follows:
 - a. "June 8, 2021" is hereby deleted and replaced with "July 8, 2021".
 - b. The sentence "In the event Purchaser has not received an award of low-income housing tax credits from the Michigan State Housing Development Authority naming the subject Property as the situs for the proposed development by February 1, 2021, then this Agreement shall automatically terminate and Purchaser shall be entitled to a full refund of the Deposit." conflicts with a similar sentence in Section 3.2. Section 3.2 is correct as to its content and the foregoing sentence from Section 5.1 is hereby deleted in its entirety.
2. Except as otherwise modified by this First Amendment, the Agreement shall remain in full force and effect.
3. This Amendment may be executed in multiple original or facsimile counterparts, each of which, when taken together, shall constitute an original. Electronic signatures (scanned PDF, DotLoop, DocuSign, etc.) are valid and enforceable.

{SPACE INTENTIONALLY BLANK – SIGANTURES FOLLOW}

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT has been executed as of the date first written above.

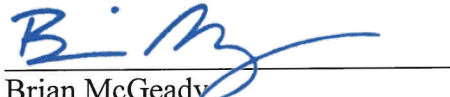
Seller:

4000 North Grand River, LLC,
a Michigan limited liability company

By: 
Name: Sam E. Egan
Title: Manager

Purchaser:

MVAH Holding LLC,
a Georgia limited liability company

By: 
Name: Brian McGeady
Its: Authorized Signer

Lansing PILOT Application

Evidence of Site

Control

(Amendment

Two to PSA)

Project Name:

Stadium North Lofts



SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Second Amendment") is executed as of the 1st day of July, 2021, between MVAH Holding LLC, a Georgia limited liability company ("Purchaser") and 4000 North Grand River, LLC, a Michigan limited liability company ("Seller"), under the following circumstances:

A. Purchaser entered into a Purchase and Sale Agreement dated January 19, 2021 (the "Agreement") with Seller, for the purchase of certain real property located in Lansing, Ingham County, Michigan as more particularly described in the Agreement (the "Property").

B. Purchaser and Seller amended the Agreement pursuant to a First Amendment to Purchase and Sale Agreement (the "First Amendment") dated May 31, 2021.

C. Purchaser and Seller now desire to make certain modifications to the Agreement, as set forth in this Second Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby amend the Agreement as follows:

1. Section 5.1 Inspection Period shall be amended to strike the date of July 8, 2021 and replaced with July 18, 2021.

2. Except as otherwise modified by this Second Amendment, the Agreement shall remain in full force and effect.

3. This Amendment may be executed in multiple original or facsimile counterparts, each of which, when taken together, shall constitute an original. Electronic signatures (scanned PDF, DotLoop, DocuSign, etc.) are valid and enforceable.

{SPACE INTENTIONALLY BLANK – SIGANTURES FOLLOW}

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT has been executed as of the date first written above.

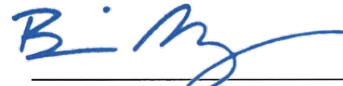
Seller:

4000 North Grand River, LLC,
a Michigan limited liability company

By: 
Name: Sam X. E. de T.
Title: Manager

Purchaser:

MVAH Holding LLC,
a Georgia limited liability company

By: 
Name: Brian McGeady
Its: Authorized Signer

Lansing PILOT Application

Statement of Development Team Experience

Project Name:

Stadium North Lofts



Lansing PILOT Application

Statement of Development Team Experience (Overview)

Project Name:

Stadium North Lofts



Statement of Development Team Experience:

MVAH will be the lead developer, long-term co-owner, and property manager of both Stadium North Lofts and Stadium North Senior Lofts. We have extensive experience with affordable housing, having completed over 120 projects across 15+ states totaling over 10,000 units since our founding in 1993. Although we have attached our company resume, below is just a brief summary of our history and accomplishments.

MVAH Partners (MVAH) is a 2018 spin-off from Miller-Valentine Group, a successful real estate company founded in 1963. MVAH is a Cincinnati and Charlotte-based, nationally recognized, affordable housing company. Affordable Housing Finance magazine ranked MVAH as 3rd on the list of the Top 50 Affordable Housing Developers and 34th of the Top 50 Affordable Housing Owners in 2016.

MVAH began developing affordable housing in 1993. Since then, they have developed over 7,000 affordable housing units ranging across a broad spectrum of housing types: multi-story apartment properties for families and seniors, villas, single-family developments, rehabs, adaptive reuse of existing buildings in large and small communities. MVAH has a singular focus on developing quality affordable housing for those who need it most. This includes over 100 affordable housing properties in 15 states.

MVAH has built strong, ongoing relationships with non-profits, lenders, syndicators, Housing Finance Agencies, and other public agencies that allow them to identify solutions to complex financing issues, secure funding, and develop high-quality housing.

MVAH is passionate about improving the quality of life for our residents and enhancing neighborhoods through superior affordable housing. We take great pride in caring for our properties throughout their life. In fact, our very first development in Lawrenceburg, Indiana, is still in our ownership after 25+ years. 6 years ago, we completed an \$8,000,000 renovation of the property to assure its quality for the next 25 years. We intend to approach the Bond Street project with the same goal – owning forever and maintaining to the highest degree and quality. Our long-term approach to both ownership and development ultimately leads us to our company motto: Empower people, enhance communities.

Partnership with The Lansing Housing Commission:

The development team also involves the Lansing Housing Commission (LHC), the lead provider of affordable housing in the city. The LHC will serve as the co-developer, co-supportive service coordinator, and 51% co-owner of both stadium projects. These projects and partnerships are structured to support and further their goals and policies. LHC is also assisting with the replacement of Public Housing and project-based vouchers to support their waitlist. The staff and board are informed and support the development effort

Lansing PILOT Application

Statement of Development Team Experience (MVAH Ownership Experience)

Project Name:

Stadium North Lofts



PROPERTIES OWNED & MANAGED BY MVAH PARTNERS

93 5,632 As of: 3/14/2022										15 5,632 93				4 5,632 93 100.00%			
	Project Name	UNIT COUNT	PROPERTY ADDRESS	CITY	STATE	ZIP	COUNTY	STYLE	P-I-S YEAR	STATE	UNITS	PROPERTIES		STYLE	UNITS	PROPERTIES	% OF PORTFOLIO
1	4th Avenue Lofts	48	238 4th Avenue North	Clinton	IA	52732	Clinton	Multi-Family	2017	GA	452	4		Adapt Reuse	467	8	8.60%
2	Allegheny Pointe	52	662 Cedar Ridge Drive	Apollo	PA	15613	West Moreland	Senior	2010	IA	504	10		Multi-Family	2,648	36	38.71%
3	Ashley Grove Sr	43	125 Grieshop Street	Mt. Orab	OH	45154	Brown	Senior	2015	IL	221	4		Senior	2,066	37	39.78%
4	Boonville Homes	44	414 W Main St	Boonville	IN	47601	Warrick	Multi-Family	2020	IN	700	12		Single Family	451	12	12.90%
5	Bottle Works	50	1631 E Pontiac Street	Fort Wayne	IN	46803	Allen	Adapt Reuse	2018	KS	40	1					
6	Broadway Lofts	38	701 Broadway	Gary	IN	46402	Lake	Multi-Family	2021	KY	62	1					
7	Brunswick Commons	84	50 Brunswick Commons Court	Brunswick	GA	31520	Glynn	Multi-Family	2020	MI	206	4					
8	Burkett Place	48	200 Burkett Lane	Washington	PA	15301	Washington	Multi-Family	2017	MO	132	2					
9	Cape's Landing	96	1404 Deer Trail Drive	Fayetteville	NC	28314	Cumberland	Multi-Family	2016	NC	416	5					
10	Carriage Trails I	34	1000 Waterside Circle	Tipp City	OH	45371	Miami	Senior	2012	OH	1,684	35					
11	Centerville Senior Loft	44	421 North Main St	Centerville	IA	52544	Appanoose	Senior	2017	OK	54	1					
12	Central Park Place	63	1500 13th Street	Columbus	IN	47201	Bartholomew	Senior	2012	PA	184	3					
13	Cicero Senior Lofts	62	4835 S Cicero Ave	Chicago	IL	60632	Cook	Senior	2020	TN	48	1					
14	Cypress Lofts	51	1225 Jacolyn Dr SW	Cedar Rapids	IA	52404	Linn	Multi-Family	2019	TX	828	7					
15	Eastern Lofts	70	623 Eastern Ave SE	Grand Rapids	MI	49503	Kent	Multi-Family	2020	WV	101	3					
16	Eaton Senior	44	99 Hampshire Drive	Eaton	OH	45320	Preble	Senior	2010								
17	Enclave I at WS	68	1489 Colony Lodge Street	Winston-Salem	NC	27106	Forsyth	Multi-Family	2012								
18	Enclave II at WS	96	4101 Villa Club Drive	Winston-Salem	NC	27105	Forsyth	Multi-Family	2019								
19	Faith Housing	41	1000 Dove Lane	Crestline	OH	44827	Crawford	Senior	2008								
20	Forbes Manor	76	4200 Forbes Road	Gastonia	NC	28054	Gaston	Senior	2021								
21	Francis Senior Lofts	45	123 E Wesley Street	Jackson	MI	49201	Jackson	Senior	2020								
22	Galena Estates	40	1905 East Village Circle	Galena	KS	66739	Cherokee	Multi-Family	2016								
23	Gallatin Park Apts	48	217 Albert Gallatin Ave.	Gallatin	TN	37066	Sumner	Multi-Family	2012								
24	Gardens at Harvest Pt	256	1901 Harvest Point Way	Augusta	GA	30909	Richmond	Multi-Family	2018								
25	Hamburg Senior	62	1601 Villa Medici Pass	Lexington	KY	40509	Fayette	Senior	2012								
26	Hampshire Landing I	84	2001 Hampshire Terrace	Joplin	MO	64804	Jasper	Multi-Family	2013								
27	Hampshire Landing II	48	2001 Hampshire Terrace	Joplin	MO	64804	Jasper	Multi-Family	2019								
28	Harbor Town	69	7120 Lighthouse Way	Perrysburg	OH	43551	Wood	Senior	2015								
29	Harmony Senior	30	175 North 8th Street	Williamsburg	OH	45176	Clermont	Senior	2007								
30	Harrison Lofts	52	1716 Bandag Avenue	Muscatine	IA	52761	Muscatine	Multi-Family	2018								
31	Jasper Lofts	67	1300 Dewey St.	Jasper	IN	47546	Dubois	Adapt Reuse	2017								
32	Keokuk Senior Lofts	45	925 Main St	Keokuk	IA	52632	Lee	Senior	2017								
33	Lake Towne Senior	43	4975 Lake Towne Drive	Walbridge	OH	43465	Wood	Senior	2008								
34	Latitude Lofts	50	551 SE Gateway Drive	Grimes	IA	50111	Polk	Multi-Family	2020								
35	Lincoln Lofts	56	1005 Four Seasons Rd	Bloomington	IL	61701	McLean	Multi-Family	2021								
36	Lofts at Roberts	83	420 South High St.	Muncie	IN	47305	Delaware	Adapt Reuse	2014								
37	Lofts at St Joseph's	45	1900 Medical Arts Dr	Huntingburg	IN	47542	Dubois	Adapt Reuse	2016								
38	Market Street	45	419 Market Street	East Liverpool	OH	43920	Columbiana	Multi-Family	2017								
39	Meadow Vista Parkside	59	1806 28th Ave. SW	Altoona	IA	50009	Polk	Single Family	2012								
40	Meadow Vista Senior	50	1806 28th Ave. SW	Altoona	IA	50009	Polk	Senior	2012								
41	Morton Senior	61	935 East Jefferson St	Morton	IL	61550	Tazewell	Adapt Reuse	2016								
42	New Lima Homes	57	656 Spring Street	Lima	OH	45801	Allen	Single Family	2005								
43	Newton Senior	53	222 North 4th Street W	Newton	IA	50208	Jasper	Senior	2015								
44	Nia Heights	16	7120 Lighthouse Way	Toledo	OH	43551	Lucas	Single Family	2012								
45	Oak Ridge Apartments	48	329 10th St.	Nolanville	TX	76559	Bell	Multi-Family	2015								
46	Omega Senior	81	1461 Cornell Drive	Dayton	OH	45406	Montgomery	Senior	2020								
47	One Penrose	45	9115 Hawkins Rd.	Lawrence	IN	46216	Marion	Senior	2012								
48	Oregon Senior	81	4436 Navarre Ave	Oregon	OH	43616	Lucas	Senior	2020								
49	Palm House	62	1183 Rebecca Street	Wooster	OH	44691	Wayne	Multi-Family	2014								
50	Park Lofts at Huntington	59	41 E Park Dr	Huntington	IN	46750	Huntington	Adapt Reuse	2015								
51	Patterson Pointe	61	454 S. Westplex Ave.	Bloomington	IN	47403	Monroe	Senior	2013								
52	Pheasant Run	75	2920 Old Troy Pike	Dayton	OH	45404	Montgomery	Senior	2004								
53	Pinecrest Apartments	80	3605 Martins Trail Circle	Walkertown	NC	27051	Forsyth	Multi-Family	2007								
54	Reserve at Edison Hill	30	800 Lily Lane	Parkersburg	WV	26101	Wood	Multi-Family	2017								
55	Reserve at Engel Road	96	135 Engle Road	New Braunfels	TX	78132	Comal	Multi-Family	2017								
56	Reserve at Hagan	72	606 Highway 110 S	Whitehouse	TX	75791	Smith	Multi-Family	2018								
57	Reserve at Lakeview Land	45	512 Berlin Road	Huron	OH	44839	Erie	Senior	2013								
58	Reserve at McAlister	124	432 Archbury Rd	Fort Worth	TX	76028	Tarrant	Senior	2015								
59	Reserve at Oak Spring	35	100 Oak Spring	Clarksburg	WV	26301	Harrison	Multi-Family	2016								
60	Reserve at Quebec	296	6655 Calgary Lane	Fort Worth	TX	76135	Tarrant	Multi-Family	2018								
61	Reserve at Spencer	54	8400 NE 36th St	Spencer	OK	73084	Oklahoma	Multi-Family	2015								
62	Reserve at Sulphur	72	616 League Street	Sulphur Springs	TX	75482	Hopkins	Senior	2022								
63	Residences of Eagles Pt	40	307 N Cherry St	Eaton	OH	45320	Preble	Adapt Reuse	2016								
64	Ridgewood Heights	36	2589 Lance Dr	Dayton	OH	45409	Montgomery	Single Family	2003								
65	Rising at Phoenix	33	2589 Lance Dr	Dayton	OH	45409	Montgomery	Single Family	2012								
66	Riverside Landing at Del	63	351 S. Sandusky St.	Delaware	OH	43015	Delaware	Senior	2013								
67	Riverside Senior	48	2333 Harshman Rd	Riverside	OH	45424	Montgomery	Senior	2018								
68	Riverview Bluffs	36	104 River Valley Blvd.	New Richmond	OH	45157	Clermont	Senior	2006								
69	RiverWorks Lofts	61	2325 Harshman Rd	Riverside	OH	45424	Montgomery	Multi-Family	2020								
70	Roosevelt Homes I	43	2589 Lance Dr	Dayton	OH	45409	Montgomery	Single Family	2013								
71	Roosevelt Homes II	30	2589 Lance Dr	Dayton	OH	45409	Montgomery	Single Family	2016								
72	Secor Senior Lofts	58	3839 Secor Road	Toledo	OH	43623	Lucas	Senior	2021								
73	Silversage Point at Wes...	120	1800 Western Center Blvd.	Fort Worth	TX	76131	Tarrant	Multi-Family	2014								
74	South Saginaw Homes I	49	1026 Huntley Rd	Saginaw	MI	48601	Saginaw	Single Family	2007								
75	South Saginaw Homes II	42	1026 Huntley Rd	Saginaw	MI	48601	Saginaw	Single Family	2012								
76	Southridge Senior Lofts	52	695 E Army Post Road	Des Moines	IA	50315	Polk	Senior	2017								
77	Spring Street Senior	88	656 W Spring Street	Lima	OH	45801	Allen	Senior	2021								
78	Stoney Ridge Estates	25	2589 Lance Dr	Dayton	OH	45409	Montgomery	Single Family	2008								
79	Summit Pointe	83	600 Deer Run Drive	Lawrenceburg	IN	47025	Dearborn	Multi-Family	2012								
80	Sunlight Homes	32	2589 Lance Dr	Dayton	OH	45409	Montgomery	Single Family	2006								
81	Sylvania Senior	51	3306 Percentum Road	Sylvania	OH	43617	Lucas	Senior	2012								
82	Twin Lakes	42	405 Twin Lakes Dr	Rantoul	IL	61866	Champaign	Senior	2013								
83	Twin Oaks	40	158 Twin Oaks Dr	Ludowici	GA	31316	Long	Multi-Family	2022								
84	Vine Street Lofts	62	1308 Vine Street	Jasper	IN	47546	Dubois	Adapt Reuse	2018								
85	Walkers Ridge Apts	84	5000 Walker's Trail	Greensburg	PA	15601	West Moreland	Multi-Family	2008								
86	Washington Square II	29	2589 Lance Dr	Dayton	OH	45409	Montgomery	Single Family	2011								
87	Water Tower Park	72	140 Senior Center Way	Gray	GA	31032	Jones	Senior	2016								
88	Wauseon Senior	48	700 Wauseon Senior Village Dr	Wauseon	OH	43260	Fulton	Senior	2010								
89	Wayne Lofts	58	10090 Wayne Ave	Cincinnati	OH	45215	Hamilton	Multi-Family	2022								
90	Whitehouse Senior	32	7001 Park View Court	Whitehouse	OH	43571	Lucas	Senior	2011								
91	Whitehouse Townhomes	55	10405 Washington Street	Whitehouse	OH	43571	Lucas	Multi-Family	2017								
92	Wooster Lofts	52	1958 Akron Road	Wooster	OH	44691	Wayne	Multi-Family	2021								
93	Worthington Creek	36	2700 Emerson Ave	Parkersburg	WV	26104	Wood	Senior	2015								

OWNED & MANAGED BY A THIRD PARTY

	4	255	4	4	4	4	4	4
	Project Name	UNIT COUNT	PROPERTY ADDRESS	CITY	STATE	ZIP	COUNTY	TYPE
1	South Court Senior	48	171 High Point Dr	Medina	OH	44256	Medina	Senior
2	Southwick	54	4326 Southwick Blvd	Brunswick	OH	44212	Medina	Multi-Family
3	St Rita	63	10614 Granger Rd	Garfield Heights	OH	44125	Cuyahoga	Senior
4	Twin Towers Place	90	250 Allen St	Dayton	OH	45410	Montgomery	Senior

Lansing PILOT Application

Statement of Development Team Experience

(LHC Experience Submitted w/ App)

Project Name:

Stadium North Lofts



General Partner/Member Experience
This page must be included in Exhibit 12a

General Partner/ Member Name:	Lansing Housing Commission		
Is the General Partner/Member shown in Section C.1 of the LIHTC Program Application?	Yes		
If you answered "No," please explain the relationship between the owner shown here to the owner in the application:			

Complete the chart below including ALL affordable developments the GP/Member has experience in owning and developing. Failure to fully complete this chart or clearly define the relationship between the entitie(s) shown above to the information presented in the LIHTC Program Application may result in a loss of points when applying to LIHTC.

Name and Project Number of Project Owned	City and State	Number of Units	Construction type	Date of Ownership (mm/dd/yy)		Date Project Last Placed in Service	Type of Financing as defined by Tier 1 in Scoring Criteria Section D, #1	LIHTC Project?	8609 issue date (mm/dd/yy)	Has the project materially defaulted on any obligation?*	Does the Project have any uncorrected 8823s that have been outstanding longer than 6 months?***	Included in Owner/GP Experience Points? Which tier(s)?
				Begin	End							
Example: ABC Apts A12345	Lansing, MI	23	Acq./Rehab	3/1/2001	current	10/1/2011	HUD 221 (d)(4)	Yes	1/5/2012	No	No	2/3
Mt. Vernon Park	Lansing, MI	140	Rehab Only	2020	current	1978	MSHDA	Yes	NA	No	No	
South Washington Park	Lansing, MI	187	Rehab Only	2021	current	1965	MSHDA	Yes	NA	No	No	
Oliver Gardens	Lansing, MI	30	New Construction	2005	current	2005	MSHDA	Yes	NA	No	No	

* A material default on any obligation includes, but is not limited to the following: project foreclosure, filing a bankruptcy petition, or providing a deed in lieu of foreclosure. If answered yes, the project cannot be counted towards the general parter/member experience total. However, explanation can be provided on tab C of this workbook.

** If the project has any uncorrected 8823s that have been outstanding longer than 6 months, then that project cannot be counted towards the general partner/member experience total. However, explanation can be provided on tab C of this workbook.

Lansing PILOT Application

Statement of Development Team Experience (MVAH Company Resume)

Project Name:

Stadium North Lofts





EMPOWER PEOPLE. ENHANCE COMMUNITIES.

MVAH is solution & mission driven.
We find solutions for families being
financially burdened by housing costs,
so they can succeed.

- DEVELOPMENT ·
- PROPERTY MANAGEMENT ·
- CONSTRUCTION MANAGEMENT ·

Empower People. Enhance Communities.



MVAH Partners is passionate about **improving the quality of life** and **promoting stability for our residents** while **enhancing neighborhoods** through affordable housing.

► WHO WE ARE

MVAH Partners has been developing, constructing and managing multi-family communities since 1993. We currently have more than 6,000 units and over 99 properties. We continue to grow in the workforce & senior housing industry year after year. Our innovation and passion come from our 25 years of experience and 150 team members. We have a singular focus on developing quality workforce & senior housing for those who need it the most.



CORPORATE TESTIMONIAL ◀

'The Leadership team of MVAH has been a fantastic partner of KeyBank for 15 years. We view MVAH as an industry leader in affordable housing development and management. Key's Community Development Lending & Investment Group is aggressively pursuing future business with MVAH. MVAH is knowledgeable in every aspect of development, construction and property management, with a thorough understanding of the complex financial tools involved in structuring community development deals. They bring a high degree of professionalism and provide well-structured and high-quality developments to lenders and investors and come highly recommended by KeyBank.'

- KeyBank

In every relationship, we work to **offer solutions and support** that **maximize a property's value** and **minimize time and work commitment.**

► WHAT WE DO

- Place Relationships First
- Develop
- Partner (For & Not-For-Profit)
- Assess Financial Feasibility
- Site Selection
- Predevelopment Activities
- Construction Oversight
- Architectural Design & Admin
- Property Management
- Lease-Up & Compliance
- Obtain Proper Zoning
- Establish & Maintain Relationships with Strategic Partners
- Perform Initial Feasibility Analysis
- Marketing & Environmental Due Diligence
- Apply For & Obtain Funding
- Assemble Design Team
- Acquire Permits
- Partner with Governmental Institutions
- Create Relationships
- Provide Win-Win Solutions
- Hold 100% of our Portfolio that we Originate & Develop



► RESIDENT TESTIMONIAL

'The staff at The Reserve at Engel Road has exceeded my expectations. The Community Manager's knowledge of tax credits as well as management skills are nothing but professional, informative and instantaneous. The community has beautiful curb appeal with clean grounds. Service requests are always completed within 24 hours by the Service Technicians. I highly recommend The Reserve at Engel Road.'

- Paige Ubiles, The Reserve at Engel Road, New Braunfels, TX



Our **strong relationships with Local Municipalities, Syndicators, Lenders, Housing Finance Agencies** and other public agencies **allow us to identify solutions** for complex financing issues, **secure proper funding** and create **high quality developments**.

► CORPORATE TESTIMONIAL

'Regions Bank has enjoyed a good relationship with MVAH Partners. We value the experience of the team and fully support their recent move to create an independent company solely dedicated to affordable housing.'

- Regions Bank



► HOW WE DO IT

- Low Income Housing Tax Credits (Section 42)
- Historic Credits (State & Federal)
- HUD/FHA Financing
- Conventional Financing
- Opportunity Zones

► DEVELOPMENT TYPES

- Multi-Family
- Rehabilitations
- New Construction
- Adaptive Reuse
- Single-Family
- Urban Infill
- Sustainable Development
- Mixed-Income / Mixed-Use

We begin the development process with site selection and **work closely with our solely-dedicated design shop, construction management team and property management team to ensure the highest quality product** from start to finish.

► CORPORATE TESTIMONIAL

'OCCH has had the pleasure of working with MVAH for over 15 years now. Brian, Michael and the team are consistently focused on producing high quality developments which creates tremendous value for their partners. It has been a fantastic partnership between OCCH and the principals of MVAH. OCCH has invested over \$150 million in over twenty successful developments with MVAH in the past 10 years. OCCH has repeatedly invested in these projects because of the high-quality products developed and the long-term view through professional management driven by their company.'

- Ohio Capital Corporation For Housing



RESIDENT TESTIMONIAL ◀



'Lucky Me! I looked at many places and then found Harrison Lofts. It has a great location and a beautiful property with a park nearby. It's also close to Walgreens, restaurants and the grocery store. It was almost too good to be true! The price was right with smiling faces, it's brand new and also pet friendly! I was looking for a nice and safe place to live. Lucky me I found a beautiful home and now I am smiling, too! Harrison lofts has it all.'

- Judy Richards, Harrison Lofts, Muscatine, IA

Every MVAH Partners Community is **strategically operated & marketed to create a consistent experience of quality, value & satisfaction** for property owners and their residents alike.

Our dynamic professionals give our properties a competitive advantage and maximize property value.



► CORPORATE TESTIMONIAL

'Over the past 25 years St. Mary Development Corporation and MVAH have partnered together to develop 46 projects consisting of over 3,000 units in nine states. This longstanding partnership continues to be built on trust and a shared passion for affordable housing. Professionalism, experience, a talented staff and a continual pursuit of excellence are the reasons we have and will continue to partner with MVAH to create affordable homes for families and seniors.'

- St. Mary Development Corporation

RESIDENT TESTIMONIAL ◀



'I am very pleased to have chosen Reserve at McAlister as my place of residency. It's a great location, close to shopping and places to eat, comfortable apartments with a GREAT view! Most importantly they have a very professional and friendly staff. The move in process was smooth. The staff keeps you informed about what is going on in the community and anytime I have a service request it is promptly answered. I will continue to make Reserve at McAlister my home for as long as they have me.'

- Linda Faye Johnson, Reserve at McAlister, Ft. Worth, TX

Our mission is to provide solutions to families.
MVAH has a singular focus on developing quality affordable housing for those who need it most.

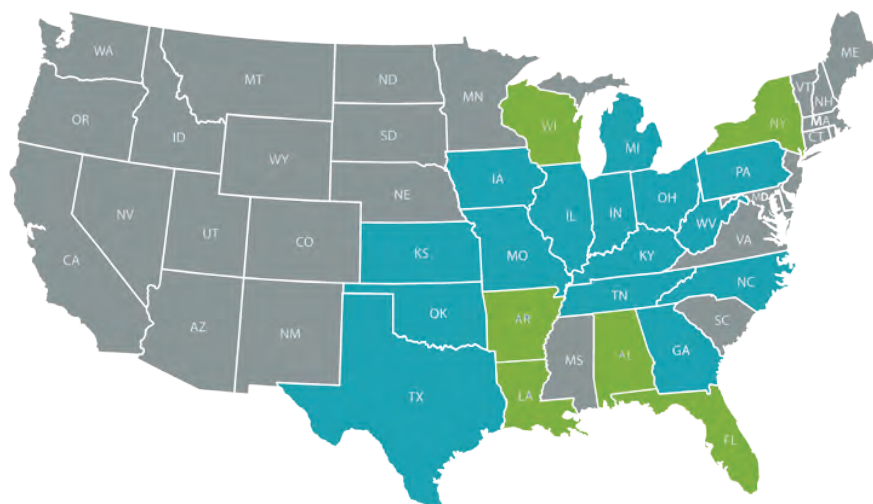
This includes over 99 affordable housing communities in more than 15 states.



► CORPORATE TESTIMONIAL

'MVAH has been a reliable and trusted partner with RBC in over 25 LIHTC Investments. They act with integrity and stand behind their deals. One of our best development partners!'

- RBC Capital Markets



Georgia . Illinois . Indiana . Iowa . Kansas . Kentucky . Michigan . Missouri
North Carolina . Ohio . Oklahoma . Pennsylvania . Tennessee . Texas . West Virginia

Coming Soon: New York, Florida, Alabama, Wisconsin, Louisiana & Arkansas

**Affordable Housing Magazine ranked MVAH as 3rd
of the Top 50 Affordable Housing Developers & 34th of the
Top 50 Affordable Housing Owners in 2016.**



Empower People. Enhance Communities.

Office Locations:

Charlotte Office

5960 Fairview Rd
Suite 402
Charlotte, NC 28210

Cincinnati Office

9100 Centre Pointe Dr
Suite 210
West Chester, OH 45069



MVAHPartners.com



Development Team

- Developer: MVAH Development LLC
- Address: 9100 Centre Pointe Drive, Suite 210 West Chester, OH 45069
- Contact Person: Pete Schwiegeraht, Senior Vice President of Development
- Phone: (513) 259-7657
- Email: pete.s@mvahpartners.com
- Management Company: MVAH Management LLC
- Address: 9100 Centre Pointe Drive, Suite 210 West Chester, OH 45069
- Contact Person: Dawn Stamper, Senior Vice President of Operations
- Phone: (513) 313-4503
- Email: dawn.stamper@mvahpartners.com

MVAH Partners LLC (MVAH) was founded in 2018 after spinning off from the Miller-Valentine Group (MVG). MVAH is operating by the same highly successful team as it was under the MVG umbrella. MVG was founded in 1963, is an Ohio-based, nationally recognized, full-service real estate company. MVG is highly experienced in the successful (high quality, on time, and within program requirements) execution of multiple tax credit and other housing related transactions at various stages in the development process each year, across multiple states.

We pride ourselves on working with our partners to evaluate long-term financial strategies and means of implementation, considering ways to optimize portfolios and reposition assets, and proposing strategic partnerships that can potentially further economic and community development. This strategy has led to numerous awards, both regional and national. In 2016, Affordable Housing Finance magazine ranked Miller-Valentine Group as the 3rd largest Affordable Housing Developer and 34th largest Affordable Housing Owner.

MVAH consists of professionals with extensive experience acquiring, planning, financing, developing, leasing and managing multifamily assets. Our experience in affordable housing development has prompted us to establish and implement a work model that maximizes both efficiency and creativity. Each development is directly managed by a team of Development staff and consistently monitored. This multi-disciplinary approach ensures reliable execution of complex developments.

MVAH has demonstrated capacity to successfully meet program guidelines on all developments currently in the development process, under construction, and in the future business pipeline. MVAH has 23 employees and 3 will be dedicated to the proposed project. These individuals are Pete Schwiegeraht, Denise Blake, and Sean Beismann. Mr. Schwiegeraht will serve as the project manager and coordinate development efforts through stabilization.



Who We Are....

MVAH Partners LLC (MVAH; formerly Miller-Valentine Group) began developing affordable housing in 1993. Since then, more than 7,000 affordable housing units have been developed, ranging across a broad spectrum of housing types: multi-story apartment homes for families and seniors, single-story “villa” style apartment homes, single-family, townhomes, acquisition-rehab, and adaptive reuse (including historic). MVAH has a singular focus, which is to be a leading provider of quality affordable housing for those who need it most. This now includes over 90 affordable housing properties owned in fifteen states. MVAH has extensive experience with turnkey development as well, and value our long-term partnerships and relationships with non-profits and public agencies and will continue to build upon those strong relationships.

2018 brought a change in the ownership structure, due to the spin-off of Miller-Valentine Group's (MVG) affordable housing business. This spin-off was determined by leadership to be in the best interest for both the affordable and commercial businesses of MVG to thrive moving forward. The team members, and their extensive experience with the affordable housing industry remain unchanged. What did change was the ability for the respective businesses to focus on what they excel at, albeit separately.

MVAH Development, f/k/a MV Residential Development (MVRD), is a recent spin-off of the development arm of MVG’s affordable housing division. MVAH Development is a Cincinnati and Charlotte-based, nationally recognized, affordable housing developer. MVAH Development will continue with the same key principals and development staff; in other words, it’s business as usual. Affordable Housing Finance magazine ranked MVRD as 3rd of the Top 50 Affordable Housing Developers and 34th of the Top 50 Affordable Housing Owners in 2016.

MVAH has been successful in receiving LIHTC awards on an ongoing basis. We creatively approach the financing of developments, using multiple sources of funding as a matter of course in order to supplement LIHTC awards. These include NSP, HOME, FHLB’s Affordable Housing Program, HUD and USDA programs, and a plethora of others. We have built strong, ongoing relationships with key lenders, syndicators, Housing Finance Agencies, and other public agencies that allow us to identify solutions to complex financing issues, secure the funding, and ultimately develop the properties.

Both former partners of MVG, the principals of MVAH are Brian McGeady and Michael Riechman. Between them, they have over three and a half decades of experience in the tax credit industry.

Brian McGeady guides the development activities of the affordable housing division responsible for the strategic planning, acquisitions, development process, feasibility analysis and the creation of strategic housing partnerships with both non-profit and for-profit organizations. Under Brian’s leadership, the group has produced an average of nine, 9% tax credit allocations over the last eight years. Product types include senior communities, multifamily and single-family homes financed with both 9% and 4% credits.



His expertise includes the development of new construction, rehabilitation, and adaptive reuse properties into affordable housing. In 2004 through 2005, he was with Paramount Financial Group, underwriting tax credit properties, involved in more than \$150 million of equity investment.

Michael Riechman is responsible for the Investment Management platform that includes capital raising, investment structuring, investor relations, property management, asset management, accounting and compliance. Prior to joining MVAH, Michael was a Senior Managing Director and head of the Affordable Housing equity group at Centerline Capital Group. His responsibilities included syndications and portfolio dispositions.

He was a member of the Executive Management Team. Prior to Centerline, he was with RBC Capital Markets where he spent eight years, most recently as Managing Director responsible for tax credit investments. There he led the tax credit syndication platform that included: originations and syndications, investments, pricing and structuring. The syndication platform had an annual investment volume of approximately \$600 Million.

MVAH consists of professionals with extensive experience acquiring, planning, financing, developing, leasing and managing multifamily assets. MVAH's experience in affordable housing development has prompted the establishment and implementation of a work model that maximizes both efficiency and creativity. Each development is directly managed and monitored by a regional team of development staff. This multi-disciplinary approach amongst the team ensures reliable execution of complex developments. Three individuals (Pete Schwiegeraht, Denise Blake, and Sean Beismann) will be dedicated to the proposed Broadway Lofts development and will lead and coordinate development efforts through stabilization.

Experience & Expertise

Brian McGeady guides the development activities of MVAH Partners and is responsible for the strategic planning, acquisitions, development process, feasibility analysis and the creation of strategic housing partnerships with both non-profit and for-profit organizations. Under Brian's leadership, the group has produced an average of nine, 9% tax credit allocations over the last eight years. In 2016, the company was named the 3rd largest affordable housing developer in the country for new units created. Product types include senior communities, multifamily and single family homes financed with both 9% and 4% credits.

His expertise includes the development of new construction, rehabilitation, and adaptive reuse properties into affordable housing. In 2004 through 2005, he was with Paramount Financial Group, underwriting tax credit properties; involved in more than \$150 million of equity investment.



Professional Associations

- Vice President, Ohio Housing Council
- Board, Mother Teresa Catholic Elementary
- Member, National Associate of Home Builders
- Member, (YPO) Young President's Association
- Member, HAG (Housing Advisory Group)
- Former Board Member, March of Dimes, Southwest Ohio Chapter

Education

- B.S., Finance, University of Dayton
- M.B.A., University of Cincinnati

5950 Fairview Road, Suite 402 ■ Charlotte, NC 28210
704-323-8938 ■ michael.riechman@mvahpartners.com ■ www.mvahpartners.com

Experience & Expertise

Michael Riechman is founding member and Managing Partner of MVAH Partners, an affordable housing developer, owner, and operator. Prior to MVAH Partners, he was a member of the Executive Team of Miller-Valentine Group and responsible for the Investment Management platform that includes capital raising, investment structuring, investor relations, property management, asset management, accounting and compliance.

Prior to joining Miller-Valentine, Michael was a Senior Managing Director and head of the Affordable Housing equity group at Centerline Capital Group. His responsibilities included syndications and portfolio dispositions. He was a member of the Executive Management Team. Prior to Centerline, he was with RBC Capital Markets where he spent eight years, most recently as Managing Director responsible for tax credit investments. There he led the tax credit syndication platform that included: originations and syndications, investments, pricing and structuring. The syndication platform had an annual investment volume of approximately \$600 Million.



Professional Associations

- Member, NH&RA (National Housing & Rehabilitation Association)
- Member, HAG (Housing Advisory Group)

Education

- B.B.A., Accounting, University of Cincinnati
- M.B.A., Finance/Real Estate, American University



Experience & Expertise

- Land Acquisition
- Land Development
- Project Management
- Community Planning
- Economic Development
- Architecture
- Adaptive-Reuse
- Mixed-Use Development
- Historic Preservation
- Class-A Market Rate Apartments
- Tax Credit Housing
- HUD / Section 8
- Single Family Rental Homes
- In-Fill / Revitalization

Projects

WaterStone Landing

Perrysburg, OH - 288 Market Rate Units

Whitehouse Square Senior Village

Whitehouse, OH - 36 Senior Units

Carriage Trails Senior Village

Huber Heights, OH - 42 Senior Units

Sylvania Senior Residence

Sylvania, OH - 51 Senior Apartments and Villas

One Penrose Place

Lawrence, IN - 45 Senior Units

Summit Points

Lawrenceburg, IN - 83 Workforce Housing Units

Central Park Place

Columbus, IN - 63 Senior Housing Units

Patterson Pointe Senior Residence

Bloomington, IN - 61 Senior Apartments

Palm House Apartments

Wooster, OH - 62 Family Oriented Section 8 Units

The Reserve at Lakeview Landing

Huron, OH - 48 Senior Apartments and Villas

The Lofts at Roberts

Muncie, IN - 83 Senior Housing Units w/ 1st Floor Retail (Historic/Adaptive)

Twin Lakes Senior Villas

Rantoul, IL - 42 Senior Apartments

Southwick Manor

Brunswick, OH - 54 Senior Housing Units

Harbor Town Senior Residence

Perrysburg, OH - 69 Senior Housing Units

Park Lofts

Huntington, IN - 59 Senior Housing Units (Adaptive)

Newton Senior Residence

Newton, IA - 45 Senior Housing Units

Morton Senior Residence

Morton, IL - 61 Senior Housing Units (Adaptive)

Jasper Lofts

Jasper, IN - 67 Workforce Housing Units (Adaptive)

Southridge Senior Lofts

Des Moines, IA - 51 Senior Housing Units

Keokuk Senior Lofts

Keokuk, IA - 45 Senior Housing Units

Centerville Senior Lofts

Centerville, IA - 44 Senior Housing Units

Education

- Major Architecture & Environmental Design, Bowling Green State University
- M. Comm. Pl., University of Cincinnati (DAAP) – 2 Years



Sean Beismann

Underwriting Manager, MVAH Development LLC



Experience & Expertise

Sean is involved in the strategic planning, deal structuring and maintenance of strategic housing partnerships with non-profit and for-profit organizations. He has played an instrumental role in helping drive the geographical expansion of the organization. Sean has been involved in the development process and financing of over 4,500 apartment homes throughout fourteen states. As Underwriting Manager, he leads a team of individuals involved in the underwriting of tax credit applications throughout the organization's footprint.

Sean has experience with developments containing multiple sources of financing and/or funding types, including: 4%/9% Tax Credits, Federal/State Historic Tax Credits, State Tax Credits, HOME, City/County Funding, NeighborWorks, Federal Home Loan Bank, Tax Credit Assistance Program, Tax Credit Exchange, Neighborhood Stabilization Program, TIFs/Abatements/PILOTS and Rural Development. Furthermore, his experience with development extends to those involving Supportive Services, Permanent Supportive Housing, Mark-to-Market, Project-Based Vouchers, and Lease-Purchase development. Overall, Sean has been involved in the closing of over 80 developments, totaling over \$750MM in total development cost since 2001, which was the start of his career in the affordable housing industry.

Projects

- Multi-family Housing
- Single family Housing
- New Construction
- Preservation of Affordable Housing
- Historic and Non-Historic Adaptive Reuse

Certifications

ULI Real Estate Development

Education

B.S., Finance & Accounting, University of Cincinnati

Denise Blake

Project Management Director, MVAH Development LLC



Experience & Expertise

Denise Blake provides the overall leadership of the project management (PM) team. Denise understands the overall closing goals for each development, assists in the collaboration efforts with third party preconstruction services teams, and leads a team of individuals, Development Directors, through the "Application to Award" and "Award to Construction" processes. The PM team is responsible for the oversight of the Award to Construction timeline and acts as an Owner's Representative once a development is under construction. Denise is also a part of the Midwest Development team that is responsible for the land acquisition and development activities for affordable housing in Ohio, Indiana and Michigan. She maintains and preserves strategic housing partnerships with non-profit organizations, state housing finance agencies, and other industry professionals. She also provides presentations to local municipalities for support and approvals of variances, site plans, and rezoning strategies. Additionally, she negotiates with and directs the work of outside consultants as well as coordinates in-house developments.

Denise has been involved in the development and finance of more than 2,000 apartment units in Ohio, Iowa, Indiana, Michigan, Pennsylvania, Texas, and Oklahoma since 2001, which was the start of her career in the affordable housing industry.

Projects

- Multi-family Housing
- Single Family Housing
- New Construction
- Preservation of Affordable Housing
- Historic and Non-Historic Adaptive Reuse

Education

- B.A., Communication, University of Cincinnati



Developer Past Experience

Experience Operating and Maintaining Multifamily Affordable Housing

All MVAH Partners developments listed below are affordable in nature and utilize the Low-Income Housing Tax Credit (LIHTC) as well as provide a variety of services to residents.

1. Hampshire Landing II
 - Location: Joplin Missouri
 - Unit Count: 48 units (new construction)
 - Owner: MVAH Holding LLC
 - Address: 9100 Centre Pointe Dr. West Chester OH, 45069
 - Email: brian.mcgeady@mvahpartners.com
 - Phone: 513-964-1141
 - Key Staff: MVAH Development & Management
 - Cost: \$7,700,000
 - Place in Service Date: 5/9/2019
2. 4th Avenue Lofts
 - Location: Clinton Iowa
 - Unit Count: 48 units (new construction)
 - Owner: MVAH Holding LLC
 - Address: 9100 Centre Pointe Dr. West Chester OH, 45069
 - Email: brian.mcgeady@mvahpartners.com
 - Phone: 513-964-1141
 - Key Staff: MVAH Development & Management
 - Cost: \$9,200,000
 - Place in Service Date: 12/28/2017
3. Harrison Lofts
 - Location: Muscatine Iowa
 - Unit Count: 52 units (new construction)
 - Owner: MVAH Holding LLC
 - Address: 9100 Centre Pointe Dr. West Chester OH, 45069
 - Email: brian.mcgeady@mvahpartners.com
 - Phone: 513-964-1141
 - Key Staff: MVAH Development & Management
 - Cost: \$9,700,000
 - Place in Service Date: 7/24/2018



4. Bottleworks Lofts

- Location: Fort Wayne Indiana
- Unit Count: 50 units (adaptive reuse/new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: brian.mcgeady@mvahpartners.com
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$14,500,000
- Place in Service Date: 12/31/2018

5. Reserve at Hagan

- Location: Whitehouse Texas
- Unit Count: 72 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: brian.mcgeady@mvahpartners.com
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$12,000,000
- Place in Service Date: 12/18/2018

6. Riverside Senior Lofts

- Location: Riverside Ohio
- Unit Count: 62 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: brian.mcgeady@mvahpartners.com
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$9,300,000
- Place in Service Date: 11/5/2018

7. South Court Senior Villas (Partnership with Median Metropolitan Housing Authority)

- Location: Medina Ohio
- Unit Count: 48 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: brian.mcgeady@mvahpartners.com
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management



- Cost: \$9,300,000
- Place in Service Date: 8/29/2018

8. Vine Street Lofts

- Location: Jasper Indiana
- Unit Count: 62 units (adaptive reuse)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: brian.mcgeady@mvahpartners.com
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$13,700,000
- Place in Service Date: 8/30/2018

9. Centerville Senior Lofts

- Location: Centerville Iowa
- Unit Count: 44 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: brian.mcgeady@mvahpartners.com
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$7,200,000
- Place in Service Date: 12/18/2017

10. Jasper Lofts

- Location: Jasper Indiana
- Unit Count: 67 units (adaptive reuse)
- Income Targeting (% of AMI): 30%,40%,50%,60%
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: brian.mcgeady@mvahpartners.com
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$13,900,000
- Place in Service Date: 5/31/2017

11. Keokuk Senior Lofts

- Location: Keokuk Iowa
- Unit Count: 45 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069



- Email: brian.mcgeady@mvahpartners.com
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$7,700,000
- Place in Service Date: 12/27/2017

12. Market Street Lofts

- Location: East Liverpool Ohio
- Unit Count: 45 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: brian.mcgeady@mvahpartners.com
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$9,900,000
- Place in Service Date: 12/22/2017

13. Mulberry Street Properties (Harrisburg Housing Authority Partnership)

- Location: Harrisburg Pennsylvania
- Unit Count: 50 units (new construction)
- Owner: Harrisburg Housing Authority
- Address: 351 Chestnut St. Harrisburg, PA 17101
- Email: hha@harrisburghousing.org
- Phone: 717-232-6781
- Key Staff: MVAH Development
- Cost: \$16,500,000
- Place in Service Date: Under Construction

14. Reserve at Edison Hill

- Location: Parkersburg West Virginia
- Unit Count: 30 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: brian.mcgeady@mvahpartners.com
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$7,800,000
- Place in Service Date: 12/12/2017

15. Reserve at Engel Road (Similar metro to Milwaukee as well as size/complexity)

- Location: New Braunfels Texas



- Unit Count: 96 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: brian.mcgeady@mvahpartners.com
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Place in Service Date: 12/15/2017

16. Reserve at Quebec (Similar metro to Milwaukee as well as size/complexity)

- Location: Fort Worth Texas
- Unit Count: 296 (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: brian.mcgeady@mvahpartners.com
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$46,800,000
- Place in Service Date: Under Construction

17. Southridge Senior Lofts

- Location: Des Moines Iowa
- Unit Count: 52 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: brian.mcgeady@mvahpartners.com
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$8,400,000
- Place in Service Date: 12/29/2017

18. Whitehouse Square Townhomes

- Location: Whitehouse Ohio
- Unit Count: 55 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: brian.mcgeady@mvahpartners.com
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$11,400,000
- Place in Service Date: 5/31/2017



19. Gardens at Harvest Point (Similar metro to Milwaukee as well as size/complexity)

- Location: Augusta Georgia
- Unit Count: 256 (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: brian.mcgeady@mvahpartners.com
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$35,100,000
- Place in Service Date: Under Construction

20. Burkett Place

- Location: North Strabane Pennsylvania
- Unit Count: 48 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: brian.mcgeady@mvahpartners.com
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$11,400,000
- Place in Service Date: 12/8/2017

21. The Residence at Eagles Point

- Location: Eaton Ohio
- Unit Count: 40 units (adaptive reuse)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: brian.mcgeady@mvahpartners.com
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$12,400,000
- Place in Service Date: 12/20/2016

22. Galena Estates

- Location: Galena Kansas
- Unit Count: 40 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: brian.mcgeady@mvahpartners.com
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management



- Cost: \$6,800,000
- Place in Service Date: 8/22/2016

23. Huntingburg Senior Residence

- Location: Huntingburg Indiana
- Unit Count: 45 units (adaptive reuse)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: brian.mcgeady@mvahpartners.com
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$9,000,000
- Place in Service Date: 6/24/2016

24. Morton Senior Residence

- Location: Morton Illinois
- Unit Count: 61 units (adaptive reuse)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: brian.mcgeady@mvahpartners.com
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$10,300,000
- Place in Service Date: 12/27/2016

25. Reserve at Rosebud

- Location: Clarksburg West Virginia
- Unit Count: 35 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: brian.mcgeady@mvahpartners.com
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$7,900,000
- Place in Service Date: 6/16/2016

26. Roosevelt Homes II

- Location: Dayton Ohio
- Unit Count: 30 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: brian.mcgeady@mvahpartners.com



- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$7,200,000
- Place in Service Date: 3/24/2016

27. Cape's Landing

- Location: Fayetteville North Carolina
- Unit Count: 96 (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: brian.mcgeady@mvahpartners.com
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$12,000,000
- Place in Service Date: 12/13/2016

28. Water Tower Park Senior Village

- Location: Gray Georgia
- Unit Count: 72 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: brian.mcgeady@mvahpartners.com
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$11,100,000
- Place in Service Date: 11/1/2016

29. Ashley Grove Senior Residence

- Location: Mount Orab Ohio
- Unit Count: 43 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: brian.mcgeady@mvahpartners.com
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$7,800,000
- Place in Service Date: 1/9/2015

30. Harbor Town Senior Residence

- Location: Perrysburg Ohio
- Unit Count: 69 units (new construction)
- Owner: MVAH Holding LLC



- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: brian.mcgeady@mvahpartners.com
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$10,900,000
- Place in Service Date: 8/27/2015

31. Newton Senior Residence

- Location: Newton Iowa
- Unit Count: 53 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: brian.mcgeady@mvahpartners.com
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$8,500,000
- Place in Service Date: 10/28/2015

32. Oak Ridge Apartments

- Location: Nolanville Texas
- Unit Count: 48 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: brian.mcgeady@mvahpartners.com
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$6,900,000
- Place in Service Date: 6/16/2015

33. Park Lofts at Huntington

- Location: Huntington Indiana
- Unit Count: 59 units (adaptive reuse/new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: brian.mcgeady@mvahpartners.com
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$11,400,000
- Place in Service Date: 12/30/2015

34. Reserve at McAlister

- Location: Fort Worth Texas



- Unit Count: 124 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: brian.mcgeady@mvahpartners.com
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$17,500,000
- Place in Service Date: 10/9/2015

35. Reserve at Spencer

- Location: Spencer Oklahoma
- Unit Count: 54 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: brian.mcgeady@mvahpartners.com
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$9,100,000
- Place in Service Date: 12/17/2015

36. Southwick Manor Apartments (Partnership with Medina Metropolitan Housing Authority)

- Location: Brunswick Ohio
- Unit Count: 54 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: brian.mcgeady@mvahpartners.com
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$9,200,000
- Place in Service Date: 9/24/2015

37. Worthington Creek Apartments

- Location: Parkersburg West Virginia
- Unit Count: 36 (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: brian.mcgeady@mvahpartners.com
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$6,600,000
- Place in Service Date: 9/9/2015



38. Hampshire Landing

- Location: Joplin Missouri
- Unit Count: 84 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: brian.mcgeady@mvahpartners.com
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$13,800,000
- Place in Service Date: 7/19/2013

39. Huron Senior Residence

- Location: Huron Ohio
- Unit Count: 45 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: brian.mcgeady@mvahpartners.com
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$8,00,000
- Place in Service Date: 12/24/2013

40. Lofts at Roberts

- Location: Muncie Indiana
- Unit Count: 83 units (adaptive reuse)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: brian.mcgeady@mvahpartners.com
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$15,700,000
- Place in Service Date: 3/31/2014

41. Riverside Landing at Delaware Place

- Location: Delaware Ohio
- Unit Count: 63 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: brian.mcgeady@mvahpartners.com
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management



- Cost: \$11,500,000
- Place in Service Date: 12/26/2013

42. Silversage Point at Western Center (Similar metro to Milwaukee as well as size/complexity)

- Location: Fort Worth
- Unit Count: 120 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: brian.mcgeady@mvahpartners.com
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$17,340,454
- Place in Service Date: 12/23/2014

43. Twin Lakes Senior Villas

- Location: Rantoul Illinois
- Unit Count: 42 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: brian.mcgeady@mvahpartners.com
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$7,900,000
- Place in Service Date: 10/21/2013



MVAH is committed to providing residents with access to supportive services. Since community-based non-profits are typically more attuned to the needs of local residents, MVAH often partners with these organizations to coordinate the delivery of these services. A dedicated service coordinator is responsible for the implementation of the supportive services. The coordinator networks with local service agencies in coordinating the services as needed, and also acts as the liaison for any initiatives unique to the development, such as Workforce or Health Care programs. Many of the services required by residents are ultimately provided through referrals to other local non-profit agencies. However, the service coordinator does assist in the provision of individualized case management, and continually monitors the use, savings, and success of the Supportive Service Plan. New residents typically receive a brochure notifying them of local support programs that are available and are encouraged to contact the Service Coordinator either by phone or in person when the coordinator's on-site representative is present.

While the supportive services offered can vary from project to project, the following are some of the services commonly provided at MVAH properties:

- Meals and Nutrition – Residents will be educated about the importance of good nutrition. In-Home and congregate meals will also be available daily
- Housekeeping – Light housekeeping services will be available to residents
- Transportation – The supportive services coordinator will ensure that adequate transportation services are available to residents at the site
- Assistance with Daily Needs – Residents will have access to caregiver assistance with daily needs
- Healthcare – Residents will be provided with information about referrals to home health services including services such as health care screenings, dental care, nursing care, rehabilitation and physical therapy, and chronic illness treatment
- Financial Literacy – Residents will have access to financial literacy, credits counseling and other basic education such as GED and ESL classes
- Education – Residents will have access to basic education, workforce /vocational training, education for mature adults, and other educational programs
- Jobs Programs – Residents will have access to jobs preparedness and job attainment programs
- Regularly Scheduled Activity Programs – The service coordinator, with the assistance of the on-site manager, will coordinate regularly scheduled cultural, social, recreational, and health and wellness programs. These programs will in part be driven by the expressed desires and interests of the residents. Programs may include activities such as gardening, exercise classes, informational healthcare forums, reading clubs, and educational lectures
- Resident Association – Working with the on-site manager, the service coordinator will provide accommodations for the support of a Resident Association
- Family Oriented Services – Credit Counseling / Personal Finance Training / Planning / Continuing Education / Job Training and Referrals / Life Skills Training / Day-Care and After-School Programs.

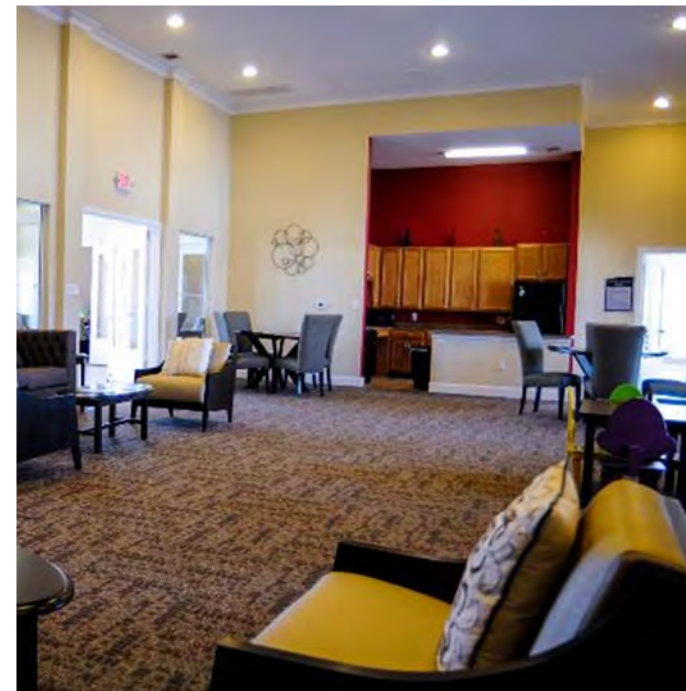
Pinecrest – Walkertown, North Carolina



Reserve at Quebec – Fort Worth, Texas



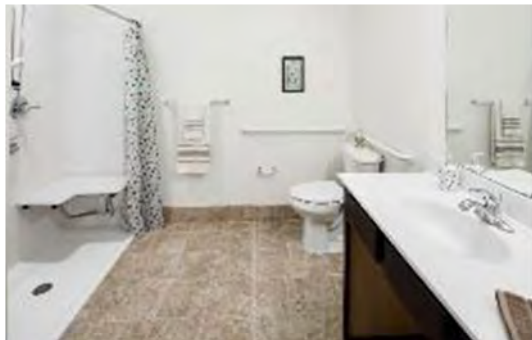
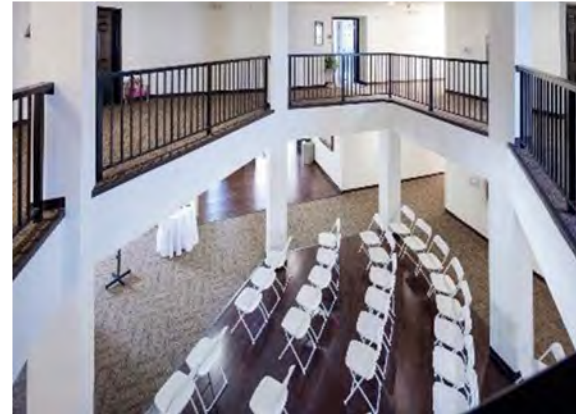
Silversage Point at Western Center – Fort Worth, Texas



Reserve at Spencer– Spencer, Oklahoma



Newton Place – Newton, Iowa



Hamburg Senior Residence – Lexington, Kentucky



Patterson Pointe – Bloomington, Indiana



Residence at Washington Street – Kokomo, Indiana



Since our founding in 1993, MVAH Partners has been dedicated to quality, value and service. It's a commitment we continue today with a wide range of development, construction and property management experience.

We have developed, constructed, owned and managed more than 6,000 affordable and senior housing residential units. This includes over 99 properties in 15 states. MVAH has also received multiple awards in recognition of its successful affordable housing development business.

MVAH Partners is a recognized leader in the multi-family and senior housing business.

We have been developing, building, and managing quality multi-family and senior rental communities in the Midwest, Northeast, Southeast & Southwest for 25 years. Every MVAH Partners community is strategically operated and marketed to create a consistent experience of quality, value, and satisfaction for property owners and their residents alike. In every relationship, we work to offer solutions and support that maximize your property's value and minimize your time and work commitment.

Our Product Expertise & Experience includes:

- Tax Credit, IRS Section 42, Apartments, Villas, and Single Family Homes
- Rehabs, Adaptive Reuse of Existing Buildings
- Luxury Apartments
- Military Housing
- Student Housing
- Senior Living: Independent Living, Assisted Living, Skilled Nursing
- Home Owners Associations
- Retail and Office Space

Our committed professionals give our communities the competitive advantage and property value through:

- A steadfast, customer-centric approach
- An experienced and professional management team
- Outstanding history of managing successful developments, including renovations, new construction supervision and lease-up
- Support staff that includes Marketing, Training, Maintenance and Accounting Professionals
- Developing strategic marketing and leasing programs
- Planning and executing preventive maintenance to preserve value
- Creating efficiencies through state of the art procurement systems
- Management fee proposals that align our goals with those of our Owners
- Advanced Technology & Information Systems
- Risk Management and Insurance expertise
- Providing Section 42, tax credit compliance expertise

Please visit our website at www.mvahpartners.com to learn more about how our management team can maximize the performance of your real estate investment and provide your "total real estate solutions."

Residential Property Management

Get the **maximum** from your investment

MVAH Partners brings a wide range of experience and expertise to residential property management. All our services are support are aimed at one goal: helping you meet your unique financial objectives. We do that by providing:



- A management proposal that ensures our plans and procedures support your goals
- Time-tested, efficient property management procedures that elevate your investment
- A focus on maximizing value and creating solutions based on your income and expense expectations
- A procurement system that manages costs and delivers efficiencies
- Industry-leading insight and knowledge, including comprehensive experience in accounting systems, asset management, tax-credit compliance, development and construction
- Timely, concise and efficient financial analysis, asset reporting, P&L and balance sheet reporting

Let us **see to the details**

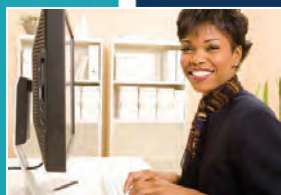
MVAH Partners provides everything you need to meet the day-in, day-out demands and seasonal requirements of maintaining your facilities. It's a complete package that means less work for you, including:



- Preventive maintenance programs designed to preserve your assets value
- Support from a core team of training and maintenance professionals
- Crisis and disaster management resolution systems for any emergency you may face
- Deep knowledge in building systems, maintenance and the latest in **Green Technology** to assure your facilities always operate cost-effectively

Keep your units at **ultimate capacity**

MVAH Partners also brings you experienced sales and marketing professionals who can help you meet one more critical concern: keeping your units full and at the greatest possible rent levels. It's a continuing commitment that includes:



- Developing strategic marketing and leasing programs that focus on your facilities – and your objectives
- A consistent, customer-centered approach to meeting the needs of your property's residents
- Insight into fair housing requirements that keep you in compliance with all rules and regulations
- Sales and marketing support that strengthens your competitive position in your specific marketplace

Community	Location	Units	Type
4 th Avenue Lofts	Clinton, IA	48	Multi-Family
Allegheny Pointe	Apollo, PA	52	Senior
Ashley Grove	Mt. Orab, OH	43	Senior
Boonville Homes	Boonville, IN	44	Single Family Homes
Bottle Works Lofts	Fort Wayne, IN	50	Multi/Single Family
Burkett Place	Washington, PA	48	Multi-Family
Cape's Landing Apartments	Fayetteville, NC	96	Multi-Family
Carriage Trails Senior Villas	Tipp City, OH	34	Senior
Carriage Trails Senior Village II	Tipp City, OH	46	Senior
Centerville Senior Lofts	Centerville, IA	44	Senior
Central Park Place	Columbus, IN	63	Senior
Cicero Senior Lofts	Cicero, IL	62	Senior
Cypress Lofts	Cedar Rapids, IA	51	Multi-Family
Delaware Place (Riverside Landing at)	Delaware, OH	63	Senior
Eaton Senior Villas	Eaton, OH	44	Senior
Edison Hill Commons	Parkersburg, WV	30	Multi-Family
Enclave	Winston-Salem, NC	68	Multi-Family
Enclave II	Winston-Salem, NC	96	Multi-Family
Faith Community	Crestline, OH	41	Senior
Francis Senior Lofts	Jackson, MI	45	Senior
Galena Estates	Galena, KS	40	Multi-Family
Gallatin Park	Gallatin, TN	48	Multi-Family
Gardens at Harvest Point	Augusta, GA	256	Multi-Family
Hamburg Senior Residence	Lexington, KY	62	Senior
Hampshire Landing	Joplin, MO	84	Multi-Family
Hampshire Landing II	Joplin, MO	48	Multi-Family
Harbor Town Senior Residence	Perrysburg, OH	69	Senior
Harmony Senior Village	Williamsburg, OH	30	Senior
Harrison Lofts	Muscatine, IA	52	Multi-Family
Indian Trace I	Oxford, OH	84	Multi-Family
Indian Trace II	Oxford, OH	76	Multi-Family
Jasper Lofts	Jasper, IN	67	Multi-Family
Jefferson Homes	Dayton, OH	40	Single Family Homes
Keokuk Senior Lofts	Keokuk, IA	45	Senior
Lake Towne Senior	Walbridge, OH	43	Senior
Landings at Steele Creek I	Charlotte, NC	72	Multi-Family
Landings at Steele Creek II	Charlotte, NC	48	Multi-Family
Lofts at Robert's	Muncie, IN	83	Senior
Lofts at St. Joseph's	Huntingburg, IN	45	Senior

Community	Location	Units	Type
Madison Place Senior	Gastonia, NC	76	Senior
Market Street Lofts	East Liverpool, OH	45	Multi-Family
Meadow Vista Parkside	Altoona, IA	59	Multi-Family
Meadow Vista Senior Villas	Altoona, IA	50	Senior
Mallard Glen	Amelia, OH	96	Multi-Family
Morton Senior Residence	Morton, IL	61	Senior
Mulberry Street Properties	Harrisburg, PA	50	Multi-Family
New Lima Homes	Lima, OH	60	Single Family Homes
Newton Place Apartments	Newton, IA	53	Senior
Nia Heights	Toledo, OH	16	Single Family Homes
Oak Ridge Apartments	Nolanville, TX	48	Multi-Family
Omega Senior Lofts	Dayton, OH	81	Senior
One Penrose Place	Lawrence, IN	45	Senior
Oregon Senior Lofts	Oregon, OH	81	Senior
Palm House	Wooster, OH	62	Multi-Family
Park Lofts at Huntington	Huntington, IN	59	Senior
Patterson Pointe Senior Residence	Bloomington, IN	61	Senior
Pheasant Run Seniors	Dayton, OH	75	Senior
Pinecrest	Walkertown, NC	80	Multi-Family
Reserve at Engel Road	New Braunfels, TX	96	Multi-Family
Reserve at Hagan	Whitehouse, TX	72	Multi-Family
Reserve at Lakeview Landing	Huron, OH	45	Senior
Reserve at McAlister	Ft. Worth, TX	124	Senior
Reserve at Oak Spring	Clarksburg, WV	35	Multi-Family
Reserve at Quebec	Ft. Worth, TX	296	Multi-Family
Reserve at Spencer	Spencer, OK	54	Multi-Family
Residences at Eagles Point	Eaton, OH	40	Multi-Family
Ridgewood Heights	Dayton, OH	40	Single Family Homes
Rising at Phoenix	Dayton, OH	33	Single Family Homes
Riverside Senior Lofts	Riverside, OH	48	Senior
Riverview Bluffs	New Richmond, OH	36	Senior
RiverWorks Lofts	Riverside, OH	61	Multi-Family
Roosevelt Homes	Dayton, OH	43	Single Family Homes
Roosevelt Homes II	Dayton, OH	30	Single Family Homes
Siena Village Senior Living	Dayton, OH	108	Senior
Silversage Point at Western Center	Ft. Worth, TX	120	Multi-Family
South Saginaw Homes I	Saginaw, MI	49	Single Family Homes
South Saginaw Homes II	Saginaw, MI	42	Single Family Homes

Community	Location	Units	Type
Southridge Senior Lofts	Des Moines, IA	52	Senior
Stoney Ridge Estates	Moraine, OH	25	Single Family Homes
Summit Pointe	Lawrenceburg, IN	83	Multi-Family
Sunlight Homes	Dayton, OH	33	Single Family Homes
Sylvania Senior Residence	Sylvania, OH	51	Senior
Twin Cedars I	Hickory, NC	36	Multi-Family
Twin Cedars II	Hickory, NC	72	Multi-Family
Twin Lakes Senior Villas	Rantoul, IL	42	Senior
Villas at Twin Cedars	Hickory, NC	40	Senior
Vine Street Lofts	Jasper, IN	62	Senior
Walkers Ridge	Greensburg, PA	84	Multi-Family
Walnut Ridge	Indianapolis, IN	78	Senior
Washington Square Homes	Dayton, OH	39	Single Family Homes
Washington Square Homes II	Dayton, OH	29	Single Family Homes
Washington Street Senior Residence	Kokomo, IN	54	Senior
Water Tower Park Senior Village	Gray, GA	72	Senior
Wauseon Senior Village	Wauseon, OH	48	Senior
Whitehouse Square Senior Village	Whitehouse, OH	32	Senior
Whitehouse Square Townhomes	Whitehouse, OH	55	Multi-Family
Worthington Creek	Parkersburg, WV	36	Senior

5950 Fairview Road, Suite 402 ■ Charlotte, NC 28210
704-323-8938 ■ michael.riechman@mvahpartners.com ■ www.mvahpartners.com

Experience & Expertise

Michael Riechman is founding member and Managing Partner of MVAH Partners, an affordable housing developer, owner, and operator. Prior to MVAH Partners, he was a member of the Executive Team of Miller-Valentine Group and responsible for the Investment Management platform that includes capital raising, investment structuring, investor relations, property management, asset management, accounting and compliance.

Prior to joining Miller-Valentine, Michael was a Senior Managing Director and head of the Affordable Housing equity group at Centerline Capital Group. His responsibilities included syndications and portfolio dispositions. He was a member of the Executive Management Team. Prior to Centerline, he was with RBC Capital Markets where he spent eight years, most recently as Managing Director responsible for tax credit investments. There he led the tax credit syndication platform that included: originations and syndications, investments, pricing and structuring. The syndication platform had an annual investment volume of approximately \$600 Million.



Professional Associations

- Member, NH&RA (National Housing & Rehabilitation Association)
- Member, HAG (Housing Advisory Group)

Education

- B.B.A., Accounting, University of Cincinnati
- M.B.A., Finance/Real Estate, American University

9100 Centre Pointe Drive, Suite 210 ■ West Chester, OH 45069
513-964-1141 ■ brian.mcgeady@mvahpartners.com ■ www.mvahpartners.com

Experience & Expertise

Brian McGeady guides the development activities of MVAH Partners and is responsible for the strategic planning, acquisitions, development process, feasibility analysis and the creation of strategic housing partnerships with both non-profit and for-profit organizations. Under Brian's leadership, the group has produced an average of nine, 9% tax credit allocations over the last eight years. In 2016, the company was named the 3rd largest affordable housing developer in the country for new units created. Product types include senior communities, multifamily and single family homes financed with both 9% and 4% credits.

His expertise includes the development of new construction, rehabilitation, and adaptive reuse properties into affordable housing. In 2004 through 2005, he was with Paramount Financial Group, underwriting tax credit properties; involved in more than \$150 million of equity investment.



Professional Associations

- Vice President, Ohio Housing Council
- Board, Mother Teresa Catholic Elementary
- Member, National Associate of Home Builders
- Member, HAG (Housing Advisory Group)
- Former Board Member, March of Dimes, Southwest Ohio Chapter

Education

- B.S., Finance, University of Dayton
- M.B.A., University of Cincinnati

Experience & Expertise

Katy Wendel is responsible for overseeing the property management portfolio comprised of six regions and eighty-six properties covering 15 states. She supervises 6 regional managers with portfolios of stabilized and pre-stabilized properties that are in various stages of lease up. Katy focuses on finding new opportunities to improve operations while collaborating with the compliance department to ensure joint expectations are met. She assists in creating accurate budgets that increase financial performance to maximize operating income. In addition, Katy is responsible for expense control, accounts payable, accounts receivable, payroll and capital expenditures. She has a passion for the affordable housing industry and inspires her team through her leadership and knowledge. She maintains staffing through hiring, onboarding, coaching, and counseling associates. Katy is head of coordinating inspections and audits with bank examiners, equity partners, state & local agencies and officials. She ensures staff is compliant with Federal, State, and Local fair housing laws.



Katy has nearly 30 years' experience in residential property management with the last 19 years focused primarily with the affordable housing division. Prior to joining MVAH Partners LLC, Katy was in a similar role with Miller-Valentine Group with the current portfolio for the past five years. Prior to Regional Vice President, she held roles of Regional Manager and Community Manager in both Conventional and Tax Credit properties.

Certifications

- Housing Credit Certified Professional (HCCP)

Education

- B.A., School of Journalism, Concentration in Advertising, The Ohio State University

Lansing PILOT Application

Sources and Uses Statement **(Equity Committed, Perm Loan Pending)**

Project Name:

Stadium North Lofts



STADIUM NORTH LOFTS
SOURCE AND USE OF FUNDS

Description	Total	% of Total Sources	Rate	Term (Months)	Amortization	Monthly Debt Service	Annual Debt Service
Limited Partner- Low Income Housing Tax Credit Equity	12,875,942	73.05%					
Perm	3,900,000	22.13%	4.50%	204	420	18,457	221,484
Deferred Developer Fee	850,649	4.83%	0.00%	144			
Total Sources:	<u>17,626,591</u>	<u>100.00%</u>					<u>221,484</u>

	Per Unit	Acquisition Basis	Low Income Eligible Const/Rehab Basis	Historic Qualified Rehab Expenditures	Site Improvements	Personal Property	Funded Expense	Non-Eligible Basis	Other
Acquisition Costs									
Land	1,150,000	17,424	-	-	-	-	-	-	1,150,000
Construction Costs									
Residential Structures	9,083,461	137,628	-	9,083,461	-	-	-	-	-
On-Site Improvements	799,976	12,121	-	799,976	-	-	-	-	-
Personal Property (Included In Structures Above)	216,539	3,281	-	216,539	-	-	-	-	-
Construction Contingency	504,999	7,651	-	504,999	-	-	-	-	-
General Requirements	605,999	9,182	-	605,999	-	-	-	-	-
Builder Overhead	214,120	3,244	-	214,120	-	-	-	-	-
Builder Profit	655,206	9,927	-	655,206	-	-	-	-	-
Builder Risk Insurance/Bond	218,826	3,316	-	218,826	-	-	-	-	-
Aid to Construction	30,000	455	-	30,000	-	-	-	-	-
Tap Fees/Permits	116,062	1,759	-	116,062	-	-	-	-	-
Site Environmental	132,200	2,003	-	132,200	-	-	-	-	-
Transaction Costs									
Architectural Fees	472,965	7,166	-	472,965	-	-	-	-	-
Engineering Fees	68,000	1,030	-	68,000	-	-	-	-	-
Third Party Studies (Enviro / Historic)	105,000	1,591	-	105,000	-	-	-	-	-
Taxes/Insurance/Reserves	56,200	852	-	56,200	-	-	-	-	-
Soft Cost Contingency	20,000	303	-	20,000	-	-	-	-	-
Cost Certification / Audit	40,000	606	-	40,000	-	-	-	-	-
Legal - General Legal	60,000	909	-	60,000	-	-	-	-	-
Legal - Partnership and Related	60,000	909	-	-	-	-	60,000	-	-
Tax Credit Fees - Reservation	86,813	1,315	-	-	-	-	86,813	-	-
Tax Credit Fees - Compliance	31,350	475	-	-	-	-	31,350	-	-
Tax Credit Fees - Application	2,500	38	-	-	-	-	2,500	-	-
Miscellaneous Development Costs	10,000	152	-	10,000	-	-	-	-	-
Market Study	10,000	152	-	10,000	-	-	-	-	-
Appraisal	10,000	152	-	10,000	-	-	-	-	-
Construction Monitoring	20,000	303	-	20,000	-	-	-	-	-
Financing Costs									
Perm loan orig fee - lender	83,000	1,258	-	3,107	-	-	79,893	-	-
Construction loan orig fee - lender	146,000	2,212	-	146,000	-	-	-	-	-
Title & Recording - Construction & Perm	70,000	1,061	-	2,620	-	-	67,380	-	-
Operating Reserve	275,000	4,167	-	-	-	-	-	-	275,000
Predevelopment Loan Interest	20,000	303	-	20,000	-	-	-	-	-
Construction Interest	603,375	9,142	-	422,363	-	-	181,013	-	-
Other Costs									
New Construction/Rehab - Developer Fee	1,500,000	22,727	-	1,500,000	-	-	-	-	-
Rent Up & Marketing	99,000	1,500	-	-	-	-	-	-	99,000
Clubhouse Furniture	50,000	758	-	50,000	-	50,000	-	-	-
Total Uses:	<u>17,626,591</u>	<u>267,070</u>	-	<u>15,593,643</u>	-	<u>799,976</u>	<u>266,539</u>	<u>508,948</u>	<u>1,524,000</u>

Lansing PILOT Application

Operating Proforma

Project Name:

Stadium North Lofts



**STADIUM NORTH LOFTS
PROJECTED CASH FLOW - NOI**

Year	Gross Affordable Rental Income	Net Other Income	Vacancy	Effective Gross Rental Income	Operating Expenses	Property Management Fee	7% PILOT	Total Expenses	Net Operating Income	Replacement Reserves	Total Permanent Debt Service	Cash Flow	DSC
2023	205,101	1,209	(14,357)	191,953	(114,950)	(13,437)	(11,820)	(140,206)	51,747	(6,500)	-	45,247	
2024	624,768	3,683	(43,734)	584,717	(229,900)	(40,930)	(37,696)	(308,526)	276,191	(19,800)	(184,570)	71,821	1.39
2025	637,260	3,756	(44,608)	596,408	(236,797)	(41,749)	(38,418)	(316,963)	279,445	(20,394)	(221,484)	37,567	1.17
2026	650,004	3,832	(45,500)	608,335	(243,901)	(42,583)	(39,153)	(325,637)	282,698	(21,006)	(221,484)	40,208	1.18
2027	663,004	3,908	(46,410)	620,502	(251,218)	(43,435)	(39,901)	(334,554)	285,948	(21,636)	(221,484)	42,828	1.19
2028	676,264	3,986	(47,338)	632,912	(258,754)	(44,304)	(40,664)	(343,722)	289,190	(22,285)	(221,484)	45,421	1.21
2029	689,789	4,066	(48,285)	645,570	(266,517)	(45,190)	(41,441)	(353,148)	292,422	(22,954)	(221,484)	47,985	1.22
2030	703,585	4,147	(49,251)	658,482	(274,513)	(46,094)	(42,232)	(362,838)	295,643	(23,642)	(221,484)	50,517	1.23
2031	717,657	4,230	(50,236)	671,651	(282,748)	(47,016)	(43,038)	(372,802)	298,850	(24,352)	(221,484)	53,014	1.24
2032	732,010	4,315	(51,241)	685,084	(291,230)	(47,956)	(43,859)	(383,046)	302,039	(25,082)	(221,484)	55,473	1.25
2033	746,650	4,401	(52,266)	698,786	(299,967)	(48,915)	(44,695)	(393,578)	305,208	(25,835)	(221,484)	57,890	1.26
2034	761,583	4,489	(53,311)	712,762	(308,966)	(49,893)	(45,547)	(404,407)	308,355	(26,610)	(221,484)	60,261	1.27
2035	776,815	4,579	(54,377)	727,017	(318,235)	(50,891)	(46,415)	(415,541)	311,476	(27,408)	(221,484)	62,584	1.28
2036	792,351	4,671	(55,465)	741,557	(327,782)	(51,909)	(47,298)	(426,990)	314,568	(28,230)	(221,484)	64,854	1.29
2037	808,198	4,764	(56,574)	756,388	(337,616)	(52,947)	(48,198)	(438,761)	317,627	(29,077)	(221,484)	67,066	1.30
2038	824,362	4,859	(57,705)	771,516	(347,744)	(54,006)	(49,114)	(450,865)	320,651	(29,949)	(221,484)	69,218	1.31
Total	11,009,403	64,897	(770,658)	10,303,642	(4,390,840)	(721,255)	(659,489)	(5,771,584)	4,532,058	(374,758)	(3,285,348)	871,951	

Lansing PILOT Application

Financing or Development Agreement/Copy of Regulatory Agreement (Joint Venture Agreement)

Project Name:

Stadium North Lofts



**Operating Agreement
of
Stadium North Lofts Limited Dividend Housing Association LLC**

The undersigned members in Stadium North Lofts Limited Dividend Housing Association LLC, a Michigan limited liability company, (the “Company”), hereby adopt the following Operating Agreement for the Company, as of this 19th day of January 2021:

1. FORMATION.

1.1 Formation. The Company is formed as a Michigan limited liability company pursuant to the Michigan Limited Liability Act, Act 23 of 1993 seq. (the "Act") and the Articles of Organization (“Articles”) which have been filed with the Michigan Secretary of State.

1.2 Name. The name of the Company shall be Stadium North Lofts Limited Dividend Housing Association LLC.

1.3 Effective Date. This Operating Agreement shall become effective on January 19th, 2021.

1.4 Term. The term of the Company and Members thereof, shall be perpetual, but in any event, no less than the initial fifteen-year compliance period.

1.5 Registered Agent. The registered agent for the service of process shall be the person and location reflected in the Appointment of Agent filed, along with the Articles, with the Michigan Secretary of State.

1.6 Principal Office. The principal office of the Company shall be located at 9100 Centre Pointe Boulevard, Suite 210, West Chester, Ohio 45069.

2. BUSINESS PURPOSE. The business and purpose of the Company shall be to develop and construct up to a 62 unit affordable housing project to be located in Lansing, Michigan (the “Project”) and in connection therewith to engage in any lawful act or activity for which limited liability companies may be formed under the Michigan Code. The Company shall have the authority to do all things necessary or convenient to accomplish its purpose and operate its business. MSHDA shall have the right to approve any changes to the Company.

3. NAME AND ADDRESS OF MEMBERS. The names and addresses of the Members are as follows:

Managing Member: MVAH Holding LLC
9100 Centre Pointe Drive, Suite 210
West Chester, OH 45069

Member: Lansing Housing Commission
419 Cherry Street
Lansing, MI 48933

4. **MEMBERSHIP INTEREST.** The Members will have the following interest in the company:

<u>Member</u>	<u>Membership Interest</u>
MVAH Holding LLC	49%
Lansing Housing Commission	51%

5. **DEVELOPER FEE.** The Members will have the following interest in the Developer Fee.

<u>Member</u>	<u>Developer Fee Amount</u>
MVAH Holding LLC ("MVAH")	\$1,125,000 (75%)
Lansing Housing Commission ("LHC")	\$375,000 (25%)

Any deferred Developer Fee that is required will be allocated to MVAH And LHC pro rata, based on the percentages set forth immediately above.

6. **MANAGEMENT.**

6.1 Management Authority. All capacity to act on behalf of the Company shall be vested in the Managing Member (MVAH Holding LLC) who shall have full and complete authority, power and discretion to manage and control the business, affairs and property of the Company, to make all decisions regarding those matters and to perform all other acts customary or incident to management of the Company's business.

6.2 Delegation of Authority and Duties. The Members may, in their sole discretion, appoint officers for the Company and delegate specific authority and duties to such officers. Any such appointment and delegation of authority shall be in writing. Officers of this Company may include, without limitation, a president, one or more vice presidents, a secretary, a treasurer, and such assistant or subordinate officers as the Member may determine appropriate. The Company's officers shall be appointed annually by the Members and each such officer shall hold office for a one year term, automatically continuing thereafter until a successor is deemed qualified and duly appointed, or until his or her death, resignation, or removal by the Members. Vacancies occurring in any office shall be filled for the unexpired portion of the term at the sole discretion of the Members.

6.3 Roles and Responsibilities. MVAH Holding LLC ("MVAH") and Lansing Housing Commission ("LHC") have performed or shall perform the following:

MVAH shall have the primary responsibility to apply to MSHDA for and secure LIHTC's. MVAH shall negotiate and cause to be executed in the name and on behalf of the Company agreements for architectural, engineering, testing or consulting services for the Project, and any agreements for the construction of any improvements to be constructed or installed by the Company or the furnishing of any supplies, materials, machinery or equipment therefor, or any amendments thereof. Immediately upon receipt, MVAH will provide LHC with copies of all LIHTC-related correspondence and documents from MSHDA, and also will

notify LHC no fewer than two business days in advance of its intention to accept a LIHTC Reservation. No agreement shall be executed nor binding commitment made until the terms and conditions thereof and the party with whom the agreement is to be made have been approved by LHC.

MVAH, in consultation with LHC, shall have the primary responsibility to establish and implement appropriate administrative and financial controls for the design and construction of the Project, including but not limited to:

- (A) coordination and administration of the Project architect, the general contractor, and other contractors, professionals and consultants employed in connection with the design or rehabilitation of the Project;
- (B) administration of any construction contracts on behalf of the Company including any construction draw requests;
- (C) participation in conferences and the rendering of such advice and assistance as will aid in developing economical, efficient and desirable design and construction procedures;
- (D) the rendering of advice and recommendations as to the selection procedures for and selection of subcontractors and suppliers;
- (E) the review and submission to the Company for approval of all requests for payments under any architectural agreement, general contractor's agreement, or any loan agreements with any lending institutions providing funds for the benefit of the Company for the design or construction of any improvements, which approval shall be deemed to have been given by the Company if not objected to in writing within 3 days of receipt of such requests;
- (F) the submission of any suggestions or requests for changes that could in any reasonable manner improve the design, efficiency or cost of the Project;
- (G) at the Company's sole cost and expense, applying for and maintaining in full force and effect any and all governmental permits and approvals required for the lawful construction of the Project;
- (H) at the Company's sole cost and expense, compliance with all terms and conditions applicable to the Company or the Project contained in any governmental permit or approval required or obtained for the lawful construction of the Project, or in any insurance policy affecting or covering the Project, or in any surety bond obtained in connection with the Project;
- (I) furnishing such consultation and advice relating to the construction and development of the Project as may be reasonably requested from time to time by the Company;

- (J) keeping the Company fully informed on a regular basis of the progress of the design and construction of the Project, including the preparation of such reports as are provided for herein or as may reasonably be requested by the Company;
- (K) at the Company's sole cost and expense, giving or making the Company's instructions, requirements, approvals and payments provided for in the agreements with the Project Architect, Builder, and other contractors, professionals and consultants retained for the Project; and
- (L) at the Company's sole cost and expense, filing on behalf of and as the attorney-in-fact for the Company any notices of commencement and completion required or permitted to be filed upon the completion of any improvement(s) and taking such actions as may be required to obtain any certificates of occupancy or equivalent documents required to permit the occupancy of dwelling units and other space in the Project.

MVAH, in consultation with LHC, shall have the primary responsibility to assist the Company in dealing with local government, neighborhood groups, local organizations, abutters and other parties interested in the development of the Project including, but not limited to, assisting the Company in obtaining access to utilities and required zoning approvals;

MVAH, in consultation with LHC, shall have the primary responsibility to inspect the progress of the course of construction of the Project, including verification of the materials and labor being furnished to and on such construction so as to be fully competent to approve or disapprove requests for payment made by the Project Architect and the Builder, or by any other parties with respect to the design and construction of the Project, and in addition to verify that the same is being carried out substantially in accordance with the plans and specifications approved by the Company or, in the event that the same is not being so carried out, to promptly so notify the Company;

MVAH, in consultation with LHC, shall prepare and distribute to the Company a critical path schedule, and periodic updates thereto as necessary to reflect any material changes, but in any event not less frequently than quarterly, other design or construction cost estimates as required by the Company, and financial accounting reports, including monthly progress reports on the quality, progress and cost of construction and recommendations as to the drawing of funds from any loans arranged by the Company to cover the cost of design and construction of the Project;

At the Company's sole cost and expense, assist the Company in obtaining and maintaining insurance coverage for the Project, the Company and its employees during the development phase of the Project, in accordance with an insurance schedule approved by the Company, which insurance shall include general public liability insurance covering claims for personal injury, including but not limited to bodily injury, or property damage, occurring in or upon the Property or the streets, passageways, curbs and vaults adjoining the Property.

Such insurance shall be in a liability amount approved by the Company and in accordance with the requirements of the Company Agreement;

During the construction and development period of the Project, MVAH, in consultation with LHC, shall have the primary responsibility to comply with all applicable present and future laws, ordinances, orders, rules, regulations and requirements (hereinafter called "laws") of all Federal, state and municipal governments, courts, departments, commissions, boards and offices, any national or local Board of Fire Underwriters or Insurance Services Offices having jurisdiction in the county in which the Project is located or any other body exercising functions similar to those of any of the foregoing, or any insurance carriers providing any insurance coverage for the Company or the Project, which may be applicable to the Project or any part thereof. Any such compliance undertaken on behalf of and in the name of the Company, in accordance with the provisions of this Agreement, shall be at the Company's expense. MVAH shall likewise ensure that all agreements between the Company and independent contractors to comply with all such applicable laws;

Assemble and retain all contracts, agreements and other records and data as may be necessary to carry out the functions hereunder. Without limiting the foregoing, MVAH will prepare, accumulate and furnish to the Company and the appropriate governmental authorities, as necessary, data and information sufficient to identify the market value of improvements in place as of each real property tax lien date, and will make application for appropriate exclusions from the capital costs of the Project for purposes of real property ad valorem taxes;

- (A) Use its best efforts to accomplish the timely completion of the Project in accordance with the approved plans and specifications and the time schedules for such completion approved by the Company;
- (B) At the direction of the Company, implement any decisions of the Company made in connection with the design, development and construction of the Project or any policies and procedures relating thereto, exclusive of leasing activities; and
- (C) MVAH shall perform and administer such other services and responsibilities, if any, which may be set forth in any other provisions of this Agreement, or which are requested to be performed by the Company, are agreeable and are within the general scope of the services described herein.

For all matters in which either MVAH or LHC have the primary responsibility to act on behalf of the Company, MVAH and LHC agree to take no action or enter into any agreement which may have a material adverse effect on the Projections.

The Parties to this Agreement understand and agree that time is of the essence with regard to the design, construction, and completion of the Project in order to meet critical deadlines associated with the low-income housing tax credits. In recognition of such deadlines, the Parties have designated MVAH or LHC to assume the primary responsibility with respect

to certain services as provided in this section. For purposes of this Agreement, “primary responsibility” shall mean the responsibility of MVAH, in consultation with LHC, to manage and guide the process or assigned task assigned.

6.3 Risk and Obligations. The Members have agreed to share any risks and obligations incurred by the Company as guarantors of certain obligations required for the Project in the following manner:

MVAH Holding LLC will be 100% guarantor of the LIHTC Equity Investment and all other financing necessary to complete the Project, including construction financing.

Lansing Housing Commission will not be a guarantor for the Project.

7. INDEMNIFICATION. The Company shall indemnify the Members and Company officers for all costs, losses, liabilities, and damages paid or accrued by the Members or officers in connection with the business of the Company to the fullest extent provided or allowed by the laws of this State.

8. DISSOLUTION AND LIQUIDATION OF THE COMPANY. Upon the occurrence of any of the following:

- (a) the consent of the Members;
- (b) upon entry of a decree of judicial dissolution under Section 801 et seq., of the Act;
or
- (c) the sale of all or substantially all of the Company's assets;

the Company shall dissolve, its assets shall be liquidated, the proceeds of such liquidation shall be applied and distributed, and a Certificate of Dissolution shall be filed (and the Company terminated). During the period elapsing between dissolution and termination of the Company, the business of the Company shall continue to be governed by this Operating Agreement.

In Witness Whereof, the Members have executed this Operating Agreement effective as of the date first above written.

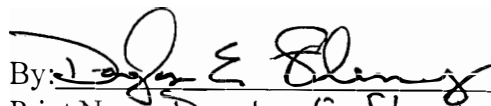
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SIGNATURE PAGE TO OPERATING AGREEMENT

MVAH Holding LLC
a Georgia limited liability company

By: 
Name: Brian McGeady
Title: Authorized Signer

Lansing Housing Commission

By: 
Print Name: Douglas E. Fleming
Its: Executive Director

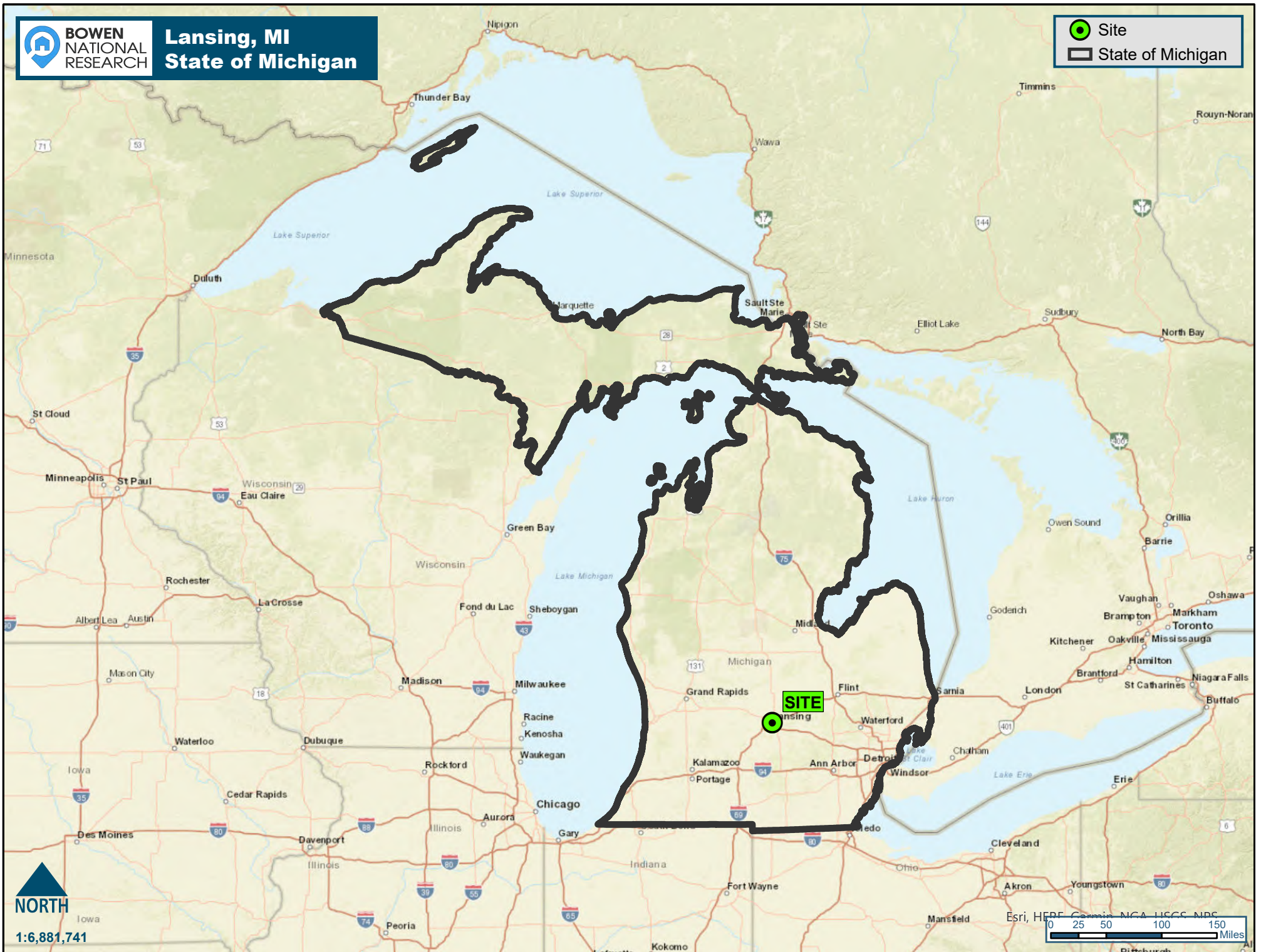
Lansing PILOT Application

Location Map of Project Parcels

Project Name:

Stadium North Lofts



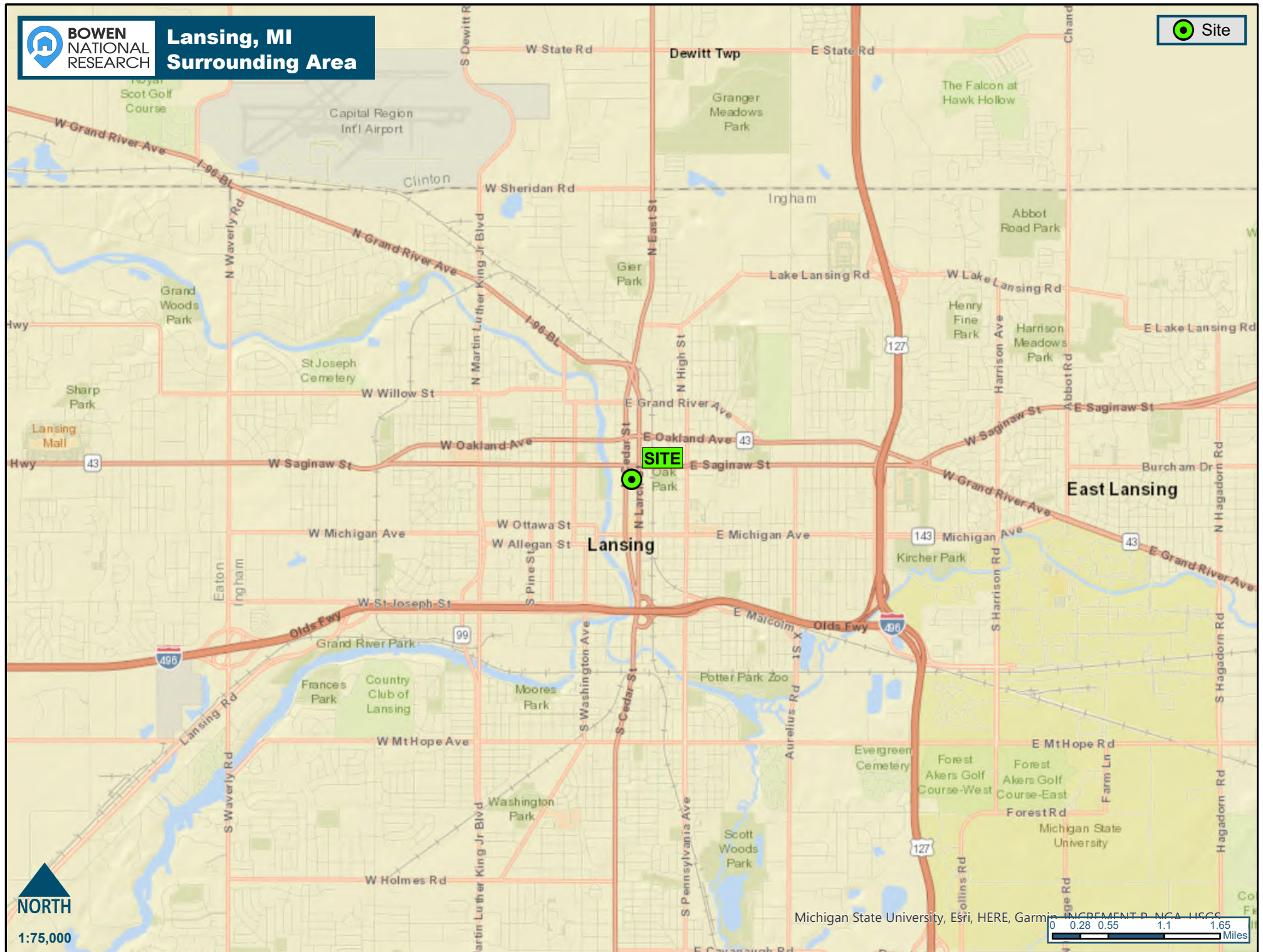


1:6,881,741

Esri, HERE, Garmin, NGA, USGS, NPS
0 25 50 100 150 Miles



Lansing, MI Surrounding Area





Lansing PILOT Application

Property Manager Portfolio

(As of March 2022)

Project Name:

Stadium North Lofts



Lansing PILOT Application

Property Manager Portfolio **(Properties Owned & Managed by MVAH)**

Project Name:

Stadium North Lofts



PROPERTIES OWNED & MANAGED BY MVAH PARTNERS

As of: 3/14/2022										100.00%						
93	5,632									15	5,632	93	4	5,632	93	100.00%
Project Name	UNIT COUNT	PROPERTY ADDRESS	CITY	STATE	ZIP	COUNTY	STYLE	P-I-S YEAR		STATE	UNITS	PROPERTIES	STYLE	UNITS	PROPERTIES	% OF PORTFOLIO
1 4th Avenue Lofts	48	238 4th Avenue North	Clinton	IA	52732	Clinton	Multi-Family	2017		GA	452	4	Adapt Reuse	467	8	8.60%
2 Allegheny Pointe	52	662 Cedar Ridge Drive	Apollo	PA	15613	West Moreland	Senior	2010		IA	504	10	Multi-Family	2,648	36	38.71%
3 Ashley Grove Sr	43	125 Grieshop Street	Mt. Orab	OH	45154	Brown	Senior	2015		IL	221	4	Senior	2,066	37	39.78%
4 Boonville Homes	44	414 W Main St	Boonville	IN	47601	Warrick	Multi-Family	2020		IN	700	12	Single Family	451	12	12.90%
5 Bottle Works	50	1631 E Pontiac Street	Fort Wayne	IN	46803	Allen	Adapt Reuse	2018		KS	40	1				
6 Broadway Lofts	38	701 Broadway	Gary	IN	46402	Lake	Multi-Family	2021		KY	62	1				
7 Brunswick Commons	84	50 Brunswick Commons Court	Brunswick	GA	31520	Glynn	Multi-Family	2020		MI	206	4				
8 Burkett Place	48	200 Burkett Lane	Washington	PA	15301	Washington	Multi-Family	2017		MO	132	2				
9 Cape's Landing	96	1404 Deer Trail Drive	Fayetteville	NC	28314	Cumberland	Multi-Family	2016		NC	416	5				
10 Carriage Trails I	34	1000 Waterside Circle	Tipp City	OH	45371	Miami	Senior	2012		OH	1,684	35				
11 Centerville Senior Loft	44	421 North Main St	Centerville	IA	52544	Appanoose	Senior	2017		OK	54	1				
12 Central Park Place	63	1500 13th Street	Columbus	IN	47201	Bartholomew	Senior	2012		PA	184	3				
13 Cicero Senior Lofts	62	4835 S Cicero Ave	Chicago	IL	60632	Cook	Senior	2020		TN	48	1				
14 Cypress Lofts	51	1225 Jacolyn Dr SW	Cedar Rapids	IA	52404	Linn	Multi-Family	2019		TX	828	7				
15 Eastern Lofts	70	623 Eastern Ave SE	Grand Rapids	MI	49503	Kent	Multi-Family	2020		WV	101	3				
16 Eaton Senior	44	99 Hampshire Drive	Eaton	OH	45320	Preble	Senior	2010								
17 Enclave I at WS	68	1489 Colony Lodge Street	Winston-Salem	NC	27106	Forsyth	Multi-Family	2012								
18 Enclave II at WS	96	4101 Villa Club Drive	Winston-Salem	NC	27105	Forsyth	Multi-Family	2019								
19 Faith Housing	41	1000 Dove Lane	Crestline	OH	44827	Crawford	Senior	2008								
20 Forbes Manor	76	4200 Forbes Road	Gastonia	NC	28054	Gaston	Senior	2021								
21 Francis Senior Lofts	45	123 E Wesley Street	Jackson	MI	49201	Jackson	Senior	2020								
22 Galena Estates	40	1905 East Village Circle	Galena	KS	66739	Cherokee	Multi-Family	2016								
23 Gallatin Park Apts	48	217 Albert Gallatin Ave.	Gallatin	TN	37066	Sumner	Multi-Family	2012								
24 Gardens at Harvest Pt	256	1901 Harvest Point Way	Augusta	GA	30909	Richmond	Multi-Family	2018								
25 Hamburg Senior	62	1601 Villa Medici Pass	Lexington	KY	40509	Fayette	Senior	2012								
26 Hampshire Landing I	84	2001 Hampshire Terrace	Joplin	MO	64804	Jasper	Multi-Family	2013								
27 Hampshire Landing II	48	2001 Hampshire Terrace	Joplin	MO	64804	Jasper	Multi-Family	2019								
28 Harbor Town	69	7120 Lighthouse Way	Perrysburg	OH	43551	Wood	Senior	2015								
29 Harmony Senior	30	175 North 8th Street	Williamsburg	OH	45176	Clermont	Senior	2007								
30 Harrison Lofts	52	1716 Bandag Avenue	Muscatine	IA	52761	Muscatine	Multi-Family	2018								
31 Jasper Lofts	67	1300 Dewey St.	Jasper	IN	47546	Dubois	Adapt Reuse	2017								
32 Keokuk Senior Lofts	45	925 Main St	Keokuk	IA	52632	Lee	Senior	2017								
33 Lake Towne Senior	43	4975 Lake Towne Drive	Walbridge	OH	43465	Wood	Senior	2008								
34 Latitude Lofts	50	551 SE Gateway Drive	Grimes	IA	50111	Polk	Multi-Family	2020								
35 Lincoln Lofts	56	1005 Four Seasons Rd	Bloomington	IL	61701	McLean	Multi-Family	2021								
36 Lofts at Roberts	83	420 South High St.	Muncie	IN	47305	Delaware	Adapt Reuse	2014								
37 Lofts at St Joseph's	45	1900 Medical Arts Dr	Huntingburg	IN	47542	Dubois	Adapt Reuse	2016								
38 Market Street	45	419 Market Street	East Liverpool	OH	43920	Columbiana	Multi-Family	2017								
39 Meadow Vista Parkside	59	1806 28th Ave. SW	Altoona	IA	50009	Polk	Single Family	2012								
40 Meadow Vista Senior	50	1806 28th Ave. SW	Altoona	IA	50009	Polk	Senior	2012								
41 Morton Senior	61	935 East Jefferson St	Morton	IL	61550	Tazewell	Adapt Reuse	2016								
42 New Lima Homes	57	656 Spring Street	Lima	OH	45801	Allen	Single Family	2005								
43 Newton Senior	53	222 North 4th Street W	Newton	IA	50208	Jasper	Senior	2015								
44 Nia Heights	16	7120 Lighthouse Way	Toledo	OH	43551	Lucas	Single Family	2012								
45 Oak Ridge Apartments	48	339 10th St.	Nolanville	TX	76559	Bell	Multi-Family	2015								
46 Omega Senior	81	1461 Cornell Drive	Dayton	OH	45406	Montgomery	Senior	2020								
47 One Penrose	45	9115 Hawkins Rd.	Lawrence	IN	46216	Marion	Senior	2012								
48 Oregon Senior	81	4436 Navarre Ave	Oregon	OH	43616	Lucas	Senior	2020								
49 Palm House	62	1183 Rebecca Street	Wooster	OH	44691	Wayne	Multi-Family	2014								
50 Park Lofts at Huntington	59	41 E Park Dr	Huntington	IN	46750	Huntington	Adapt Reuse	2015								
51 Patterson Pointe	61	454 S. Westplex Ave.	Bloomington	IN	47403	Monroe	Senior	2013								
52 Pheasant Run	75	2920 Old Troy Pike	Dayton	OH	45404	Montgomery	Senior	2004								
53 Pinecrest Apartments	80	3605 Martins Trail Circle	Walkertown	NC	27051	Forsyth	Multi-Family	2007								
54 Reserve at Edison Hill	30	800 Lily Lane	Parkersburg	WV	26101	Wood	Multi-Family	2017								
55 Reserve at Engel Road	96	135 Engle Road	New Braunfels	TX	78132	Comal	Multi-Family	2017								
56 Reserve at Hagan	72	606 Highway 110 S	Whitehouse	TX	75791	Smith	Multi-Family	2018								
57 Reserve at Lakeview Land	45	512 Berlin Road	Huron	OH	44839	Erie	Senior	2013								
58 Reserve at McAlister	124	432 Archbury Rd	Fort Worth	TX	76028	Tarrant	Senior	2015								
59 Reserve at Oak Spring	35	100 Oak Spring	Clarksburg	WV	26301	Harrison	Multi-Family	2016								
60 Reserve at Quebec	296	6655 Calgary Lane	Fort Worth	TX	76135	Tarrant	Multi-Family	2018								
61 Reserve at Spencer	54	8400 NE 36th St	Spencer	OK	73084	Oklahoma	Multi-Family	2015								
62 Reserve at Sulphur	72	616 League Street	Sulphur Springs	TX	75482	Hopkins	Senior	2022								
63 Residences of Eagles Pt	40	307 N Cherry St	Eaton	OH	45320	Preble	Adapt Reuse	2016								
64 Ridgewood Heights	36	2589 Lance Dr	Dayton	OH	45409	Montgomery	Single Family	2003								
65 Rising at Phoenix	33	2589 Lance Dr	Dayton	OH	45409	Montgomery	Single Family	2012								
66 Riverside Landing at Del	63	351 S. Sandusky St.	Delaware	OH	43015	Delaware	Senior	2013								
67 Riverside Senior	48	2333 Harshman Rd	Riverside	OH	45424	Montgomery	Senior	2018								
68 Riverview Bluffs	36	104 River Valley Blvd.	New Richmond	OH	45157	Clermont	Senior	2006								
69 RiverWorks Lofts	61	2325 Harshman Rd	Riverside	OH	45424	Montgomery	Multi-Family	2020								
70 Roosevelt Homes I	43	2589 Lance Dr	Dayton	OH	45409	Montgomery	Single Family	2013								
71 Roosevelt Homes II	30	2589 Lance Dr	Dayton	OH	45409	Montgomery	Single Family	2016								
72 Secor Senior Lofts	58	3839 Secor Road	Toledo	OH	43623	Lucas	Senior	2021								
73 Silversage Point at Wes...	120	1800 Western Center Blvd.	Fort Worth	TX	76131	Tarrant	Multi-Family	2014								
74 South Saginaw Homes I	49	1026 Huntley Rd	Saginaw	MI	48601	Saginaw	Single Family	2007								
75 South Saginaw Homes II	42	1026 Huntley Rd	Saginaw	MI	48601	Saginaw	Single Family	2012								
76 Southridge Senior Lofts	52	695 E Army Post Road	Des Moines	IA	50315	Polk	Senior	2017								
77 Spring Street Senior	88	656 W Spring Street	Lima	OH	45801	Allen	Senior	2021								
78 Stoney Ridge Estates	25	2589 Lance Dr	Dayton	OH	45409	Montgomery	Single Family	2008								
79 Summit Pointe	83	600 Deer Run Drive	Lawrenceburg	IN	47025	Dearborn	Multi-Family	2012								
80 Sunlight Homes	32	2589 Lance Dr	Dayton	OH	45409	Montgomery	Single Family	2006								
81 Sylvania Senior	51	3306 Percentum Road	Sylvania	OH	43617	Lucas	Senior	2012								
82 Twin Lakes	42	405 Twin Lakes Dr	Rantoul	IL	61866	Champaign	Senior	2013								
83 Twin Oaks	40	158 Twin Oaks Dr	Ludowici	GA	31316	Long	Multi-Family	2022								
84 Vine Street Lofts	62	1308 Vine Street	Jasper	IN	47546	Dubois	Adapt Reuse	2018								
85 Walkers Ridge Apts	84	5000 Walker's Trail	Greensburg	PA	15601	West Moreland	Multi-Family	2008								
86 Washington Square II	29	2589 Lance Dr	Dayton	OH	45409	Montgomery	Single Family	2011								
87 Water Tower Park	72	1400 Senior Center Way	Gray	GA	31032	Jones	Senior	2016								
88 Wauseon Senior	48	700 Wauseon Senior Village Dr	Wauseon	OH	43260	Fulton	Senior	2010								
89 Wayne Lofts	58	10090 Wayne Ave	Cincinnati	OH	45215	Hamilton	Multi-Family	2022								
90 Whitehouse Senior	32	7001 Park View Court	Whitehouse	OH	43571	Lucas	Senior	2011								
91 Whitehouse Townhomes	55	10405 Washington Street	Whitehouse	OH	43571	Lucas	Multi-Family	2017								
92 Wooster Lofts	52	1958 Akron Road	Wooster	OH	44691	Wayne	Multi-Family	2021								
93 Worthington Creek	36	2700 Emerson Ave	Parkersburg	WV	26104	Wood	Senior	2015								

Lansing PILOT Application

Property Manager Portfolio **(Properties MVAH Manages for Others)**

Project Name:

Stadium North Lofts



PROPERTIES NONOWNED & MANAGED BY MVAH PARTNERS**7****357****As of:****3/23/2022**

	Project Name	UNIT COUNT	PROPERTY ADDRESS	CITY	STATE	ZIP	COUNTY	STYLE	P-I-S YEAR
1	Carriage Trails II	46	1000 Waterside Circle	Tipp City	OH	45371	Miami	Senior	2018
2	Jefferson Homes	38	2589 Lance Dr	Dayton	OH	45409	Montgomery	Single Family	2005
3	Mulberry Street	50	1249 Mulberry St	Harrisburg	PA	17104	Dauphin	Multi-Family	2019
4	Walnut Ridge	78	3347 N. Emerson Avenue	Indianapolis	IN	46218	Marion	Adapt Reuse	2005
5	Washington Square I	39	2589 Lance Dr	Dayton	OH	45409	Montgomery	Single Family	2007
6	Washington Street Sr	54	400 North Washington Street	Kokomo	IN	46901	Howard	Senior	2013
7	Wood Street	52	428 Wood Street	Piqua	OH	45356	Miami	Multi-Family	2021

Lansing PILOT Application

Property Manager Portfolio (MVAH Management Resume)

Project Name:

Stadium North Lofts



Since our founding in 1993, MVAH Partners has been dedicated to quality, value and service. It's a commitment we continue today with a wide range of development, construction and property management experience.

We have developed, constructed, owned and managed more than 6,000 affordable and senior housing residential units. This includes over 99 properties in 15 states. MVAH has also received multiple awards in recognition of its successful affordable housing development business.

MVAH Partners is a recognized leader in the multi-family and senior housing business.

We have been developing, building, and managing quality multi-family and senior rental communities in the Midwest, Northeast, Southeast & Southwest for 25 years. Every MVAH Partners community is strategically operated and marketed to create a consistent experience of quality, value, and satisfaction for property owners and their residents alike. In every relationship, we work to offer solutions and support that maximize your property's value and minimize your time and work commitment.

Our Product Expertise & Experience includes:

- Tax Credit, IRS Section 42, Apartments, Villas, and Single Family Homes
- Rehabs, Adaptive Reuse of Existing Buildings
- Luxury Apartments
- Military Housing
- Student Housing
- Senior Living: Independent Living, Assisted Living, Skilled Nursing
- Home Owners Associations
- Retail and Office Space

Our committed professionals give our communities the competitive advantage and property value through:

- A steadfast, customer-centric approach
- An experienced and professional management team
- Outstanding history of managing successful developments, including renovations, new construction supervision and lease-up
- Support staff that includes Marketing, Training, Maintenance and Accounting Professionals
- Developing strategic marketing and leasing programs
- Planning and executing preventive maintenance to preserve value
- Creating efficiencies through state of the art procurement systems
- Management fee proposals that align our goals with those of our Owners
- Advanced Technology & Information Systems
- Risk Management and Insurance expertise
- Providing Section 42, tax credit compliance expertise

Please visit our website at www.mvahpartners.com to learn more about how our management team can maximize the performance of your real estate investment and provide your "total real estate solutions."

Residential Property Management

Get the **maximum** from your investment

MVAH Partners brings a wide range of experience and expertise to residential property management. All our services are support are aimed at one goal: helping you meet your unique financial objectives. We do that by providing:



- A management proposal that ensures our plans and procedures support your goals
- Time-tested, efficient property management procedures that elevate your investment
- A focus on maximizing value and creating solutions based on your income and expense expectations
- A procurement system that manages costs and delivers efficiencies
- Industry-leading insight and knowledge, including comprehensive experience in accounting systems, asset management, tax-credit compliance, development and construction
- Timely, concise and efficient financial analysis, asset reporting, P&L and balance sheet reporting

Let us **see to the details**

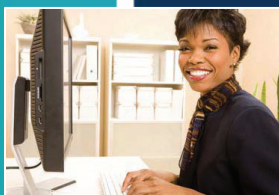
MVAH Partners provides everything you need to meet the day-in, day-out demands and seasonal requirements of maintaining your facilities. It's a complete package that means less work for you, including:



- Preventive maintenance programs designed to preserve your assets value
- Support from a core team of training and maintenance professionals
- Crisis and disaster management resolution systems for any emergency you may face
- Deep knowledge in building systems, maintenance and the latest in **Green Technology** to assure your facilities always operate cost-effectively

Keep your units at **ultimate capacity**

MVAH Partners also brings you experienced sales and marketing professionals who can help you meet one more critical concern: keeping your units full and at the greatest possible rent levels. It's a continuing commitment that includes:



- Developing strategic marketing and leasing programs that focus on your facilities – and your objectives
- A consistent, customer-centered approach to meeting the needs of your property's residents
- Insight into fair housing requirements that keep you in compliance with all rules and regulations
- Sales and marketing support that strengthens your competitive position in your specific marketplace

Community	Location	Units	Type
4 th Avenue Lofts	Clinton, IA	48	Multi-Family
Allegheny Pointe	Apollo, PA	52	Senior
Ashley Grove	Mt. Orab, OH	43	Senior
Boonville Homes	Boonville, IN	44	Single Family Homes
Bottle Works Lofts	Fort Wayne, IN	50	Multi/Single Family
Burkett Place	Washington, PA	48	Multi-Family
Cape's Landing Apartments	Fayetteville, NC	96	Multi-Family
Carriage Trails Senior Villas	Tipp City, OH	34	Senior
Carriage Trails Senior Village II	Tipp City, OH	46	Senior
Centerville Senior Lofts	Centerville, IA	44	Senior
Central Park Place	Columbus, IN	63	Senior
Cicero Senior Lofts	Cicero, IL	62	Senior
Cypress Lofts	Cedar Rapids, IA	51	Multi-Family
Delaware Place (Riverside Landing at)	Delaware, OH	63	Senior
Eaton Senior Villas	Eaton, OH	44	Senior
Edison Hill Commons	Parkersburg, WV	30	Multi-Family
Enclave	Winston-Salem, NC	68	Multi-Family
Enclave II	Winston-Salem, NC	96	Multi-Family
Faith Community	Crestline, OH	41	Senior
Francis Senior Lofts	Jackson, MI	45	Senior
Galena Estates	Galena, KS	40	Multi-Family
Gallatin Park	Gallatin, TN	48	Multi-Family
Gardens at Harvest Point	Augusta, GA	256	Multi-Family
Hamburg Senior Residence	Lexington, KY	62	Senior
Hampshire Landing	Joplin, MO	84	Multi-Family
Hampshire Landing II	Joplin, MO	48	Multi-Family
Harbor Town Senior Residence	Perrysburg, OH	69	Senior
Harmony Senior Village	Williamsburg, OH	30	Senior
Harrison Lofts	Muscataine, IA	52	Multi-Family
Indian Trace I	Oxford, OH	84	Multi-Family
Indian Trace II	Oxford, OH	76	Multi-Family
Jasper Lofts	Jasper, IN	67	Multi-Family
Jefferson Homes	Dayton, OH	40	Single Family Homes
Keokuk Senior Lofts	Keokuk, IA	45	Senior
Lake Towne Senior	Walbridge, OH	43	Senior
Landings at Steele Creek I	Charlotte, NC	72	Multi-Family
Landings at Steele Creek II	Charlotte, NC	48	Multi-Family
Lofts at Robert's	Muncie, IN	83	Senior
Lofts at St. Joseph's	Huntingburg, IN	45	Senior

Community	Location	Units	Type
Madison Place Senior	Gastonia, NC	76	Senior
Market Street Lofts	East Liverpool, OH	45	Multi-Family
Meadow Vista Parkside	Altoona, IA	59	Multi-Family
Meadow Vista Senior Villas	Altoona, IA	50	Senior
Mallard Glen	Amelia, OH	96	Multi-Family
Morton Senior Residence	Morton, IL	61	Senior
Mulberry Street Properties	Harrisburg, PA	50	Multi-Family
New Lima Homes	Lima, OH	60	Single Family Homes
Newton Place Apartments	Newton, IA	53	Senior
Nia Heights	Toledo, OH	16	Single Family Homes
Oak Ridge Apartments	Nolanville, TX	48	Multi-Family
Omega Senior Lofts	Dayton, OH	81	Senior
One Penrose Place	Lawrence, IN	45	Senior
Oregon Senior Lofts	Oregon, OH	81	Senior
Palm House	Wooster, OH	62	Multi-Family
Park Lofts at Huntington	Huntington, IN	59	Senior
Patterson Pointe Senior Residence	Bloomington, IN	61	Senior
Pheasant Run Seniors	Dayton, OH	75	Senior
Pinecrest	Walkertown, NC	80	Multi-Family
Reserve at Engel Road	New Braunfels, TX	96	Multi-Family
Reserve at Hagan	Whitehouse, TX	72	Multi-Family
Reserve at Lakeview Landing	Huron, OH	45	Senior
Reserve at McAlister	Ft. Worth, TX	124	Senior
Reserve at Oak Spring	Clarksburg, WV	35	Multi-Family
Reserve at Quebec	Ft. Worth, TX	296	Multi-Family
Reserve at Spencer	Spencer, OK	54	Multi-Family
Residences at Eagles Point	Eaton, OH	40	Multi-Family
Ridgewood Heights	Dayton, OH	40	Single Family Homes
Rising at Phoenix	Dayton, OH	33	Single Family Homes
Riverside Senior Lofts	Riverside, OH	48	Senior
Riverview Bluffs	New Richmond, OH	36	Senior
RiverWorks Lofts	Riverside, OH	61	Multi-Family
Roosevelt Homes	Dayton, OH	43	Single Family Homes
Roosevelt Homes II	Dayton, OH	30	Single Family Homes
Siena Village Senior Living	Dayton, OH	108	Senior
Silversage Point at Western Center	Ft. Worth, TX	120	Multi-Family
South Saginaw Homes I	Saginaw, MI	49	Single Family Homes
South Saginaw Homes II	Saginaw, MI	42	Single Family Homes

Community	Location	Units	Type
Southridge Senior Lofts	Des Moines, IA	52	Senior
Stoney Ridge Estates	Moraine, OH	25	Single Family Homes
Summit Pointe	Lawrenceburg, IN	83	Multi-Family
Sunlight Homes	Dayton, OH	33	Single Family Homes
Sylvania Senior Residence	Sylvania, OH	51	Senior
Twin Cedars I	Hickory, NC	36	Multi-Family
Twin Cedars II	Hickory, NC	72	Multi-Family
Twin Lakes Senior Villas	Rantoul, IL	42	Senior
Villas at Twin Cedars	Hickory, NC	40	Senior
Vine Street Lofts	Jasper, IN	62	Senior
Walkers Ridge	Greensburg, PA	84	Multi-Family
Walnut Ridge	Indianapolis, IN	78	Senior
Washington Square Homes	Dayton, OH	39	Single Family Homes
Washington Square Homes II	Dayton, OH	29	Single Family Homes
Washington Street Senior Residence	Kokomo, IN	54	Senior
Water Tower Park Senior Village	Gray, GA	72	Senior
Wauseon Senior Village	Wauseon, OH	48	Senior
Whitehouse Square Senior Village	Whitehouse, OH	32	Senior
Whitehouse Square Townhomes	Whitehouse, OH	55	Multi-Family
Worthington Creek	Parkersburg, WV	36	Senior

5950 Fairview Road, Suite 402 ■ Charlotte, NC 28210
704-323-8938 ■ michael.riechman@mvahpartners.com ■ www.mvahpartners.com

Experience & Expertise

Michael Riechman is founding member and Managing Partner of MVAH Partners, an affordable housing developer, owner, and operator. Prior to MVAH Partners, he was a member of the Executive Team of Miller-Valentine Group and responsible for the Investment Management platform that includes capital raising, investment structuring, investor relations, property management, asset management, accounting and compliance.

Prior to joining Miller-Valentine, Michael was a Senior Managing Director and head of the Affordable Housing equity group at Centerline Capital Group. His responsibilities included syndications and portfolio dispositions. He was a member of the Executive Management Team. Prior to Centerline, he was with RBC Capital Markets where he spent eight years, most recently as Managing Director responsible for tax credit investments. There he led the tax credit syndication platform that included: originations and syndications, investments, pricing and structuring. The syndication platform had an annual investment volume of approximately \$600 Million.



Professional Associations

- Member, NH&RA (National Housing & Rehabilitation Association)
- Member, HAG (Housing Advisory Group)

Education

- B.B.A., Accounting, University of Cincinnati
- M.B.A., Finance/Real Estate, American University

9100 Centre Pointe Drive, Suite 210 ■ West Chester, OH 45069
513-964-1141 ■ brian.mcgeady@mvahpartners.com ■ www.mvahpartners.com

Experience & Expertise

Brian McGeady guides the development activities of MVAH Partners and is responsible for the strategic planning, acquisitions, development process, feasibility analysis and the creation of strategic housing partnerships with both non-profit and for-profit organizations. Under Brian's leadership, the group has produced an average of nine, 9% tax credit allocations over the last eight years. In 2016, the company was named the 3rd largest affordable housing developer in the country for new units created. Product types include senior communities, multifamily and single family homes financed with both 9% and 4% credits.

His expertise includes the development of new construction, rehabilitation, and adaptive reuse properties into affordable housing. In 2004 through 2005, he was with Paramount Financial Group, underwriting tax credit properties; involved in more than \$150 million of equity investment.



Professional Associations

- Vice President, Ohio Housing Council
- Board, Mother Teresa Catholic Elementary
- Member, National Associate of Home Builders
- Member, HAG (Housing Advisory Group)
- Former Board Member, March of Dimes, Southwest Ohio Chapter

Education

- B.S., Finance, University of Dayton
- M.B.A., University of Cincinnati

Experience & Expertise

Katy Wendel is responsible for overseeing the property management portfolio comprised of six regions and eighty-six properties covering 15 states. She supervises 6 regional managers with portfolios of stabilized and pre-stabilized properties that are in various stages of lease up. Katy focuses on finding new opportunities to improve operations while collaborating with the compliance department to ensure joint expectations are met. She assists in creating accurate budgets that increase financial performance to maximize operating income. In addition, Katy is responsible for expense control, accounts payable, accounts receivable, payroll and capital expenditures. She has a passion for the affordable housing industry and inspires her team through her leadership and knowledge. She maintains staffing through hiring, onboarding, coaching, and counseling associates. Katy is head of coordinating inspections and audits with bank examiners, equity partners, state & local agencies and officials. She ensures staff is compliant with Federal, State, and Local fair housing laws.



Katy has nearly 30 years' experience in residential property management with the last 19 years focused primarily with the affordable housing division. Prior to joining MVAH Partners LLC, Katy was in a similar role with Miller-Valentine Group with the current portfolio for the past five years. Prior to Regional Vice President, she held roles of Regional Manager and Community Manager in both Conventional and Tax Credit properties.

Certifications

- Housing Credit Certified Professional (HCCP)

Education

- B.A., School of Journalism, Concentration in Advertising, The Ohio State University

Experience & Expertise

Katherine Vance is responsible for overseeing all compliance activities in connection with our portfolio of affordable communities. Her responsibilities include monthly reporting for all properties to investors, state agencies and our partners. She is responsible for program Compliance and internal customer support to all housing programs within the company portfolio. Katherine has over 20 years in the affordable housing industry.

- Monthly reporting of all properties in multiple states. Currently operating in 15 states.
- Training all staff to ensure all program requirements are met for multiple states.
- Completing the Utility Allowance Analysis and Rent Adjustments annually.
- Preparing monthly, quarterly and annual reports for owners and state agencies.
- Completion of all required LIHTC, HOME, RD, HUD, Bond, reporting for multiple states.
- Developed all policies and forms for the Compliance Department implementing state specific guidelines and updates as needed.
- Training of all site staff on software updates and changes. Adjusting policies to reflect changes in the system workflow process.

Certifications

- Housing Credit Certified Professional, (HCCP)
- Compliance Professional Executive, (NCP-E)
- Assisted Housing Manager, (AHM)
- Tax Credit Certified Specialist, (TaCCS)
- Certified Occupancy Specialist, (COS)
- Public Housing Manager, (PHM)

Education

- BBA, Northwood University

July ___, 2022

Stadium North Lofts Limited Dividend Housing Association LLC ("Owner")
Attn: Brian McGeady

Re: Prevailing Wage ("Davis-Bacon") Determination for Stadium North Lofts
(the "Development")

To Whom it May Concern:

City of Lansing policy requires the enforcement of the Davis-Bacon Act and other federal labor standards and requirements with respect to all housing developments receiving a benefit from the City of Lansing. The City of Lansing has agreed to grant tax exempt status to the Development and to accept a payment in lieu of taxes pursuant to the contract between the City of Lansing and the Owner. The Davis-Bacon Act requires the Owner and the Contractor to agree to pay prevailing wages to all laborers and mechanics providing work at the Development, and to certify the payment of those prevailing wage rates. The applicable Davis-Bacon prevailing wage determinations for this Development are as set forth by the Michigan Department of Labor and Economic Opportunity. The Federal Labor Standards provisions are also attached to this letter.

July __, 2022

Page 2

Please indicate your agreement to pay at least the greater of (1) the minimum hourly wage rate established by Michigan law or (2) the basic hourly prevailing wage rates set by the Michigan Department of Labor and Economic Opportunity and to comply with Federal Labor Standards during the construction of the Development by indicating your concurrence in the spaces provided for that purpose below. These prevailing wage determinations must be incorporated into the Construction Contract between the Owner and the Contractor (the "Contract"). The Owner and Contractor must also certify to the City of Lansing on a quarterly basis, beginning in _____, and ending upon completion of construction (as evidenced by the issuance of Certificates of Occupancy or equivalent on all of the units in the Development), that all laborers and mechanics have been paid prevailing wages as required by this Letter and under the Contract. The Certification issued by the Owner shall be in the form attached hereto as Exhibit A.

Sincerely,

CITY OF LANSING

By: _____

July __, 2022
Page 3

We hereby agree to require the Contractor to comply with the prevailing wage and other requirements contained in this letter, and to incorporate these requirements and the Federal Labor Standards Provisions in the Contract and each subcontract, as set forth in Exhibit B.

The provisions of this Letter may be enforced by the Owner, the City of Lansing, the U.S. Department of Labor, and, to the extent permitted by law, any person intended to be benefitted by them. A breach of the provisions of this Letter shall be considered a material breach of the Contract and shall give the Owner the rights following a default under the Contract. A breach of the provisions of this Letter may also result in the debarment of the Contractor from future participation in U.S. Government contracts under 29 CFR Part 98.

Owner:

Stadium North Lofts Limited Dividend
Housing Association LLC

By: MVAH Holding LLC,
its Sole Member

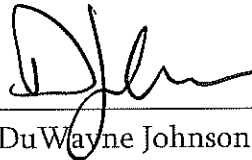
By: 
Name: Brian McGeady
Its: Managing Member

We hereby agree to comply with the prevailing wage and other requirements listed in this letter and agree that these requirements are hereby incorporated in the Contract. We further agree that representatives of each of the foregoing parties with enforcement rights shall have full and free access, during working hours and after reasonable notice, to all our labor- related books of account and records, including, but not limited to, time sheets, company payrolls and certified payrolls, relating to the work under the Contract, including the right to make excerpts or transcripts from such books of account and records and related and supporting documents and statements. We further agree that we shall promptly respond to all requests for information made by the City of Lansing respecting compliance with these requirements.

We shall further cause and require to be included in all subcontracts a provision that representatives of the City of Lansing shall have full and free access, during working hours and after reasonable notice, to all labor-related books of account and records, including, but not limited to, time sheets, company payrolls and certified payrolls, of the subcontractor relating to the work under the Contract, including the right to make excerpts or transcripts from such books of account and records and related and supporting documents and statements.

Orion II Construction, Inc.

By:



Name: DuWayne Johnson

Its: VP of Multifamily

EXHIBIT A

Prevailing Wage Certification

[INSERT DATE]

City of Lansing
Attn: City Assessor's Office
124 W. Michigan Avenue
Lansing, Michigan

RE: Stadium North Lofts

Pursuant to that certain Prevailing Wage Letter Agreement (the "Letter") dated _____ [INSERT DATE], the undersigned, Stadium North Lofts Limited Dividend Housing Association LLC ("Owner"), and Orion II Construction, Inc. ("Contractor"), hereby certify, each on their own behalf and to the best of their knowledge, to the City of Lansing that each have complied with the requirements of the Letter and that all laborers and mechanics have been paid prevailing wages as required by the Letter and under the Contract.

Stadium North Lofts Limited Dividend Housing
Association LLC

By: MVAH Holding LLC,
its Sole Member

By: _____
Name: Brian McGeady
Its: Managing Member

Orion II Construction, Inc.

By: _____
Name: Roger Rehkopf
Its: President

Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development
Office of Labor Relations**Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A. 3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A. 3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to, and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

form HUD-4010 (06/2009)

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U. S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3 (a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3 (a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U. S. C. 1001. Additionally, U. S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally- assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91- 54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Resolution #2022-###

By the Committee on Development and Planning
Resolved by the City Council of the City of Lansing

BE IT RESOLVED by the City Council of the City of Lansing that a public hearing be set for Monday, _____, 2022. in City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, for the purpose of supporting and/or opposing the Ordinance establishing a Payment in Lieu of Taxes (PILOT) for the Stadium North Multi-Family Lofts, at 500 N. Cedar Street and 514 Erie Street in Lansing, MI.

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



Andy Schor, Mayor

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: Barbara Kimmel, Development Manager

DATE: July 11, 2022

SUBJECT: Resolution to set a Public Hearing and Ordinance for 7% PILOT

Attached please find a draft Ordinance to add a 7% PILOT for Stadium North Senior Lofts. Also, please find a Resolution to set a public hearing for a 7% PILOT request for Stadium North Senior Lofts.

Supporting documents included with this PILOT request include the attached signed Prevailing Wage Agreement, Staff Report with analysis of 10% and 7% PILOTS for this project, as well as the 7% PILOT Application and supporting documents.

The development consists of 66-2 bedroom units and includes a community room and gym.

ED&P STAFF RECOMMEND FORWARDING THE ATTACHED DRAFT ORDINANCE FOR THE 7% PILOT ALONG WITH THE RESOLUTION TO THE CLERK FOR INCLUSION IN THE CITY COUNCIL AGENDA REQUESTING THE PUBLIC HEARING DATE TO BE SET.

Ordinance no. _____

An ordinance of the City of Lansing, Michigan, to amend the Code of Ordinances of the City of Lansing by adding a new section 888.32 for the purposes of providing for a service charge in lieu of taxes for sixty-six (66) low-income elderly dwelling units in a project known as Stadium North Senior Lofts, pursuant to the provisions of the State Housing Development Authority Act of 1966, (being Public Act 346 of 1966, as amended [MCL 125.1401, et seq.]) (The “Act”).

The City of Lansing ordains:

Section 1. That chapter 884 of the Code of Ordinances of the City of Lansing, Michigan be amended to add a new section _____ to read as follows:

_____ **Stadium North Senior Lofts**

(a) ***Purpose.*** It is acknowledged that it is a proper public purpose of the state and its political subdivisions to provide housing for its elderly residents of low and moderate income and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the State Housing Development Authority Act of 1966, being Public Act 346 of 1966, as amended [mcl 125.1401, et seq.]. The City is authorized by such Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under such Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for elderly persons of low and moderate income is a public necessity, and as the City will be benefited and improved by such housing, the encouragement of the same by providing certain real estate tax exemption for such housing is a valid public purpose.

(b) ***Definitions.***

- (1) **"Act"** means the State Housing Development Authority Act, being Public Act 346 of 1966, as amended.
- (2) **"Annual shelter rents"** means the total collections during an agreed annual period from all persons of low or moderate income, occupying the housing development representing rents for occupancy, which rental amounts shall be exclusive of charges for gas, electricity, heat or other utilities furnished to the occupants.
- (3) **"Authority"** means the Michigan State Housing Development Authority.
- (4) **"Housing development" or "Development"** means a development which contains a significant element of housing for persons of low and moderate income and such elements of other housing, commercial, recreational, industrial, communal and educational facilities as the authority may determine will improve the quality of the development as it relates to housing for persons of low and moderate income. For the purpose of this section, the name of this development is Stadium North Senior Lofts, and consist of sixty-six (66) units of rental housing located within Lansing at:

Parcel 1

Land in the City of Lansing, Ingham County, Michigan, described as follows:

Lot 34 of Assessor's Plat No. 33 of the East ½ of Lot 3 and Lots 4 through 8 inclusive of Block 247, City of Lansing; also Lots 14, 15, 16 and 17 of Scofield's Subdivision; thence South 4.5 feet along extension of Est line of Lot 17 to North line of Lot 34 of Assessor's Plat No. 33; thence West along North line of said Lot 34 a distance of 214.5 feet to the point of beginning.

ALSO: Commencing at Southwest corner of Lot 11; thence East 132 feet; thence North 100 feet; thence West 14.5 feet; thence South 30.5 feet; thence West 22.5 feet; thence South 19.5 feet; thence East 4 feet; thence South 27 feet; thence West 21 feet; thence South 13 feet; thence West 78 feet; thence South 10 feet to beginning, being part of Lots 10

and 11 of Scofield's subdivision of Lot 2 and part of Lot 3, Block 247, City of Lansing;

ALSO: Lots 1, 2, 4, 5, 6, 33 and Lot 3 except the North 33 feet of the east 40 feet thereof Assessors Plat No. 33 of East ½ of Lot 3 and Lots 4 through 8 inclusive of Block 247, City of Lansing; also Lots 12 and South 57 feet of Lot 13 and commencing at the Northwest corner of Lot 11; thence East 99 feet; thence South 27 feet; thence West 21 feet; thence South 13 feet; thence West 78 feet; thence North 40 feet to beginning of Scofield's Subdivision of Lot 2 and part of Lot 3, Block 247, City of Lansing; Together with and in addition of those lands as described above, all lands lying between the South line of Lot 12 and the South line of Lot 13 of Scofield's Subdivision (a subdivision of Lot 2 and part of Lot 3, Block 247, Original Plat, City of Lansing) and the North line of Lot 1, Assessor's Plat No. 33 (on the East ½ of Lot 3 and all of Lots 4 through 8 inclusive of Block 247, Original Plat, City of Lansing).

Parcel 2

Land in the City of Lansing, Ingham County, MI, described as follows:

The North 93 feet of Lot 13, Scofield's Subdivision of Lot 2 and part of Lot 3 of Block 247, City of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 1 of Plats, Page 34, Ingham County Records.

- (5) **"HUD"** means The Department of Housing and Urban Development of the United States government.
- (6) **"Low-income housing tax credit program"** means the program established by Section 42 of the United States internal revenue code.
- (7) **"Low or moderate income"** means low- or moderate-income eligibility under the authority act or rules.
- (8) **"Mortgage loan"** means a loan that is federally aided (as defined in Section 11 of the act) or a loan or grant made or to be made by the authority to the Sponsor for the construction, rehabilitation, acquisition and/or permanent financing of a housing project and secured by a mortgage on the housing project.

(9) **"Sponsor"** means a person or other entity with a housing development which is financed or assisted pursuant to the act. For purposes of this section, the Sponsor of Stadium North Senior Lofts is MVAH Development LLC, or its successors or assigns.

(10) **"Utilities"** means fuel, water, sanitary sewer and/or electrical service, which is paid for by the housing development.

(c) *Establishment of annual service charge.*

(1) The City acknowledges that the Sponsor and the authority have established the economic feasibility of Stadium North Senior Lofts in reliance upon the enactment and continuing effect of this section and upon the qualification of the sixty-six (66) units of housing in the housing development for exemption from all property taxes as established in this section,

(2) Subject to the conditions and requirements of this section and the act, the sixty-six (66) units in the housing development for elderly persons of low and moderate income identified as Stadium North Lofts and the property on which they are constructed shall be exempt from all property taxes for not more than twenty (35) years, commencing with and including tax year 2024.

(3) In lieu of all said property taxes on the sixty-six (66) units in the housing development, the Sponsor shall pay, and the City will accept, an annual service charge for public services in the sum equal to seven percent (7%) of the annual shelter rents.

(4) The exemption provided under this section shall commence when the Sponsor complies with section 15a(1) of 1966 PA 346, as amended, codified as MCL

125.1415a(1), which provides: the owner of a housing project eligible for the exemption shall file with the local assessing officer (the City Assessor) a notification of the exemption, which shall be in an affidavit form as provided by the authority. The completed affidavit form first shall be submitted to the authority for certification by the authority that the project is eligible for the exemption. The owner then shall file or cause to be filed the certified notification of the exemption with the local Assessing Officer before November 1 of the year preceding the tax year in which the exemption is to begin.

(5) In addition to the certification required pursuant to subsection (c)(4), the Sponsor shall provide for the housing development annually in writing to the City Assessor for the preceding year in which the property tax exemption was in effect:

- A. The annual audited accounting report for the Payment In Lieu Of Taxes; and**
- B. A certified statement identifying all the units rented to persons of low or moderate income; and**
- C. If requested by the City, proof that the housing development units have not increased, decreased, or been altered in any form, unless the City has otherwise amended the provisions of this section.**

(d) *Limitation on the payment of the annual service charge.* Notwithstanding Subsection (c), the service charge to be paid each year in lieu of taxes for the part of the housing development project that is tax exempt and occupied by other than low- or moderate-income elderly persons shall be equal to the full amount of the taxes that would otherwise be due and payable on that portion of the housing development project if the project were not tax exempt.

- (e) *Payment of annual service charge.* The service charge in lieu of taxes, as established under this section, shall be payable in the same manner as general property taxes are payable to the City, except that the annual payment shall be made on or before July 1 of the year following the year upon which such charge is calculated. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206 as amended; mcl 211.1 et.seq.)
- (f) *Contractual effect.* Notwithstanding the provisions of Section 15(a)(5) of the act to the contrary, a contract between the City and the Sponsor with the authority as third-party beneficiary under the contract, to provide tax exemption and accept payment in lieu of taxes as previously described, is effectuated by the enactment of this section.
- (g) *Duration.* This section shall remain in effect and shall not terminate for thirty five (35) years, commencing with and including tax year 2024, provided that the Sponsor complies with the requirements of the act and this section, and further provided that the housing development continues to be rented to low or moderate income elderly persons at rents determined under the low income housing tax credit program, as the same may be further amended or superseded, or there is an authority-aided or federally-aided mortgage on the housing development as provided in the act, or the authority or HUD has an interest in the property; but in no event beyond December 31, 2058. If (a) the construction of the housing development project does not commence or the Sponsors fail to obtain a mortgage loan within two (2) years from the effective date of this ordinance, or (b) if transfer of title is not effectuated to Stadium North Senior Lofts Limited Dividend Housing Association LLC within two (2) years from the effective date of this ordinance or (c) if the Sponsors change the scope or purpose of the sixty-six (66) units of housing within the housing development project without the consent of the City, by and

through its representatives, and in accordance with the requirements of the Lansing City charter, and the Sponsor or other responsible party does not cure the violation within ninety (90) days after written notice is given to the Sponsor, then this ordinance shall automatically expire, terminate and be of no further effect.

Section 2. All ordinances, resolutions or rules, ordinances, parts of ordinances, resolutions or rules inconsistent with the provisions hereof including the payment in lieu of taxes agreement dated January 29, 2021, are hereby repealed as they pertain to Stadium North Senior Lofts at the time this exemption commences.

Section 3. Should any section, clause or phrase of this ordinance be declared to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof other than the part so declared to be valid.

Section 4. This ordinance shall take effect on the 30th day after enactment unless given immediate effect by the City Council.

GENERAL INFORMATION

APPLICANT: (Sponsor/Developer)	MVAH Development LLC 9100 Centre Pointe Drive, Suite 210 West Chester, OH 45069
STATUS OF APPLICANT:	Developer
REQUESTED PILOT:	7% of rents received (less utilities) as payment in lieu of taxes
REQUESTED TERM OF PILOT:	35 years
EXISTING LAND USE:	Commercial
EXISTING ZONING:	D-2 Urban Flex
PROPERTY SIZE & SHAPE:	0.117-acre rectangular shaped parcel with frontage on Erie Street containing an existing 420 sq. ft. 1 story commercial warehouse structure. 3.076 acre irregularly shaped parcel with frontage on Erie Street, N. Cedar Street and N. Larch Street, containing an existing 2,880 sq. ft. single story commercial warehouse structure.
SURROUNDING LAND USE:	N: Retail and Day Shelter S: Commercial E: Retail, Commercial W: Residential
SURROUNDING ZONING FBC:	N: D-2 Urban Flex S: D-2 Urban Flex E: D-2 Urban Flex W: D-2 Urban Flex

ANALYSIS

Request and description of project:

7% Pilot Request

Lansing Stadium North Senior Lofts

2

Stadium North Senior Lofts is a new construction affordable housing development for seniors that will provide sixty-six 66 units of rent restricted affordable housing for seniors at or below 60% of Area Median Income.

The development consists of 66 two-bedroom units, each between 898 and 939 square feet.

This development includes a furnished community room and a gym for residents.

A 10% PILOT Agreement was provided to this project in January of 2021. The PILOT application submitted by the Developer to the City as well as the 10% PILOT Agreement incorrectly listed the number of units as 77 units.

The project has received it's LIHTC Reservation from MSHDA. Due to dramatically increased construction and financing costs, the proposed development with the original 10% PILOT is infeasible.

The current request for a new 7%, 35-year PILOT allows for increased construction financing, and along with a significant amount of deferred Developer fee the project will be able to move forward.

Assessor's Financial Analysis:

Stadium North Lofts

Rents Utilities

\$581,034 - \$46,200 = \$534,834

7% PILOT \$534,834 x 7% = \$37,438.38 x 35 yrs. = \$1,310,343.30

10% PILOT \$534,834 x 10% = \$53,483.40 x 35 yrs.= \$1,871,919.00

Difference of \$561,576.00 over 35 years

The loss of revenue to the City to grant the 7% PILOT vs. the 10% PILOT over 35 years is \$561,576.

RECOMMENDATION

Staff recommends adoption of the 7% PILOT ordinance based on the following:

The proposed project has received a LIHTC Reservation. The proposed development with the original 10% PILOT faces a significant gap in financing as construction and financing costs have increased significantly. The approval of a new 7%, 35-year PILOT allows for an increased construction financing, and along with \$1,562,284 of deferred developer fee invested back into the project, the project will move forward.

The project is consistent with the City's Master Plan and Form Based Code. Redevelopment will help to stabilize the area and encourage redevelopment of adjacent parcels. Occupancy of the completed units will add vitality to the area and increase its overall marketability.

7% Pilot Request

Lansing Stadium North Senior Lofts

3

The adoption of a 7% PILOT for the subject property allows the project to be built, providing sixty-six 66 units of affordable senior housing.

Lansing PILOT Application

Stadium North Lofts PILOT Application (MVAH Partners)

Project Name:

Stadium North Lofts





Andy Schor, Mayor

APPLICATION FOR PAYMENT IN LIEU OF TAXES (PILOT)

PROJECT NAME:	Stadium North Lofts
PILOT PERIOD REQUESTED:	35 Years (Should match term of qualifying mortgage)
NUMBER OF PARCELS IN PROJECT:	2 Parcels
APPLICATION TYPE: (Check all that apply)	☒ NEW PROJECT ☐ RESTRUCTURE OF PROJECT FINANCING ☐ CHANGE IN OWNERSHIP
PILOT Percentage Requested:	7%

A. OWNERSHIP INFORMATION

NAME OF OWNERSHIP ENTITY:	Stadium North Lofts Limited Dividend Housing Association LLC
---------------------------	--

TYPE OF OWNERSHIP:	☒ LIMITED DIVIDEND HOUSING ASSOCIATION
	☐ QUALIFIED NONPROFIT HOUSING CORPORATION
	☐ CONSUMER HOUSING COOPERATIVE
	☐ OTHER: (DESCRIBE)

DEVELOPER/SPONSOR:	MVAH Development LLC
DEVELOPER ADDRESS:	9100 Centre Pointe Drive, Suite 210, West Chester, Ohio 45069

CONTACT PERSON:	Pete Schwiegeraht
TELEPHONE:	513-259-7657
EMAIL:	Pete.s@mvahpartners.com



Andy Schor, Mayor

B. CITY APPROVALS NEEDED

PLANNING BOARD	☒ YES ☐ NO ☐ NOT APPLICABLE
	STATUS:
ZONING BOARD OF APPEALS	☐ YES ☒ NO ☐ NOT APPLICABLE
	STATUS:
HISTORIC DISTRICT COMMISSION	☐ YES ☐ NO ☒ NOT APPLICABLE
	STATUS:
OTHER:	STATUS:
EXPECTED PROJECT START DATE:	Summer 2022
EXPECTED PROJECT COMPLETION DATE:	Summer 2023

C. PROJECT INFORMATION

Project Address:	514 Erie Street and 500 North Cedar Street
General Location (e.g. cross streets)	
Is Project located in a Renaissance Zone?	☐ Yes ☒ No
Is Project located in a Neighborhood Enterprise Zone?	☐ Yes ☒ No
Is Ownership Entity able to demonstrate site control?	☒ Yes ☐ No

Note: Project is not eligible for PILOT if Ownership Entity is not able to demonstrate site control. Site control is demonstrated through ownership, purchase/option agreement, etc. Contact the Community Development Department with questions regarding sufficient documentation.



Andy Schor, Mayor

Provide a complete description of the project including the parties involved, necessary background information, number of parking spaces being provided, and any special certification (e.g. LEED) the project will target. (Provide attachment if necessary)

If project financing is being restructured, detail all physical improvements to the project completed within the last five (5) years and any planned improvements. (Provide as attachment if necessary)

D. BUILDING INFORMATION

Building Type (e.g. single/multi-family, number of floors)	Multifamily/4 Floors
Total Number of Units:	66
Number of Rent Restricted Units:	66
Number of Market Rate Units:	0
Total Number of Barrier-Free Units:	7
Target Demographic(s) (seniors, families, persons with disabilities)	families

Transitional Housing for Homeless Project	☐ Yes ☒ No
Emergency Shelter Project	☐ Yes ☒ No
Targeted Income (% of Area Median Income)	< 60% AMI
Residential Space Square Footage:	~ 63K GSF
Non-Residential (N/R Space):	☒ Yes ☐ No
Square Footage (of N/R Space):	~ 14K GSF
Use (of N/R Space):	Common, circulation, and support spaces
Neighborhood District:	Stadium District



Andy Schor, Mayor

Describe how the project will fit into the neighborhood:

The Stadium District of Lansing has experienced significant infill development in recent years. This includes higher-end, market-rate multifamily housing, and commercial development. This project will not only develop the site(s) consistent with recent, surrounding development, but it will also provide new, quality, affordable housing to those desiring to live, work, and play in this booming area.

Provide neighborhood feedback regarding any proposed new construction:

E. UNIT INFORMATION

Unit Type	Number of Units	Average Unit Size (sq. ft.)	Projected Monthly Rent per Unit (including utility allowances)	
			Restricted Rate	Market Rate *
Rent Restricted Units				
2-Bedroom	2	898-939	406	705-2,700
2-Bedroom	10	898-939	584	705-2,700
2-Bedroom	13	898-939	781	705-2,700
2-Bedroom	16	898-939	825	705-2,700
2-Bedroom	10	898-939	925	705-2,700
3-Bedroom	1	1,116-1,127	458	1,000-3,200
3-Bedroom	3	1,116-1,127	664	1,000-3,200
3-Bedroom	3	1,116-1,127	853	1,000-3,200
3-Bedroom	6	1,116-1,127	950	1,000-3,200
3-Bedroom	2	1,116-1,127	1050	1,000-3,200
Subtotal	66			

*The expected market rate for the rent restricted unit. The information is used for comparison purposes.

Provide a description of the units in the project:

Units are garden family apartment units contained in a multi-story elevator-served building

Unit Type	Number of Units	Average Unit Size (sq. ft.)	Projected Monthly Rent per Unit (including utility allowances)
Market Rate Units			



Andy Schor, Mayor

0- Bedroom			
1- Bedroom			
2- Bedroom			
3- Bedroom			
4- Bedroom			
5- Bedroom			
Subtotal			
Total			

F. PROJECT FINANCING

Federally-aided Mortgage, Advance, or Grant	☒ Yes	☐ No
Name of Loan/Credit Program	Term of Financing	Amount
Merchants Bank	35	\$3,900,000
		\$
		\$

State-aided Mortgage, Advance, or Grant	☐ Yes	☐ No
Name of Loan/Credit Program	Term of Financing	Amount
		\$
		\$
		\$

City-aided Mortgage, Advance, or Grant	☐ Yes	☐ No
Name of Loan/Credit Program	Term of Financing	Amount
		\$
		\$
		\$

Low Income Housing Tax Credits (LIHTC)	☒ Yes	☐ No
Name of Loan/Credit Program	Term of Financing	Amount
RBC Capital		\$12,875,942
		\$
		\$

LIHTC Application Date:	February 2021
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Andy Schor, Mayor

LIHTC Status:	Awarded	
Initial Use Commitment in LIHTC Application:	15	Years
Extended Use Commitment in LIHTC Application:	15	Years
Total Length of Affordability Commitment in LIHTC Application:	45	Years

Contact Person for Qualifying Federal or State Financing:	
Phone Number:	
Email:	

Description and status of other (private) financing:	Permanent Loan
Deferred Developer Fee	

Description why PILOT is necessary:	
The pilot is necessary due to the restricted rents of the project (30-60% AMI) and the MSDHA application competitiveness. The PILOT will bridge the gap between making the deal feasible and not. It will also allow us to keep rents low (30-60% AMI). Without this PILOT, the rents we are charging would not make the project feasible. The PILOT will also make this project competitive with MSDHA scoring.	

G. ADDITIONAL INFORMATION

Attach the following required documents to this application.

- ☒ Ownership Entity Organizational Documents
- ☒ Description of Project
- ☒ Legal Description of property (electronic version should be available on request)
- ☒ Evidence of Site Control
- ☒ Statement of Development Team Experience (be specific)
- ☒ Sources and Uses Statement (indicate if the funding is committed or pending)
- ☒ Operating Proforma (highlighting PILOT contribution to project)
- ☐ Financing Mortgage
- ☐ Financing Note



Andy Schor, Mayor

- ☒ Financing or Development Agreement/Copy of Regulatory Agreement
- ☒ Location Map of Project Parcels
- ☒ Property Manager Portfolio (of properties)
- ☐ Capital Improvements Schedule
- ☐ Other Attachment (Describe)

Provide explanation below if any required documents are unavailable at the time of this application.

The applicant is responsible for providing written notification to the Development Office of any change in the information contained in this application or its attachments as soon as the applicant becomes aware of the change.

The Development Office reserves the right to request additional information and/or supporting documentation related to this application

The undersigned hereby attests that to the best of his or her knowledge the information presented herein, including the attachments, is true and correct.

A handwritten signature in blue ink, appearing to read "B. McGeady", is written over a horizontal line.

Date: 3/23/2022

Signature of Authorized Representative
Name: Brian McGeady
Title: Authorized Signer

Lansing PILOT Application

Ownership Entity

Organizational

Documents

Project Name:

Stadium North Lofts





Form Revision Date 02/2017

ARTICLES OF ORGANIZATION

For use by DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Articles:

Article I

The name of the limited liability company is:

STADIUM NORTH LOFTS LIMITED DIVIDEND HOUSING ASSOCIATION LLC

Article II

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

The Company has been organized exclusively to provide housing facilities for persons of low and moderate income, or for persons whose income does not exceed limits established in Act No. 346 of the Public Acts of 1966 of the State of Michigan, as amended (the "Act"), and Section 42 of the Internal Revenue Code of 1986, as amended, and for social, recreational, commercial, and communal facilities as may be necessary to serve and improve a residential area in which Authority-aided or federally-aided housing is located or is planned to be located, thereby enhancing the viability of the housing.

Article III

The duration of the limited liability company if other than perpetual is:

Article IV

The street address of the registered office of the limited liability company and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: CSC-LAWYERS INCORPORATING SERVICE (COMPANY)
2. Street Address: 601 ABBOT ROAD
Apt/Suite/Other:
City: EAST LANSING
State: MI Zip Code: 18823
3. Registered Office Mailing Address:
P.O. Box or Street Address: 601 ABBOT ROAD
Apt/Suite/Other:
City: EAST LANSING
State: MI Zip Code: 18823

Signed this 13th Day of January, 2021 by the organizer(s):

Signature	Title	Title if "Other" was selected
Nicklaus R. McKee	Organizer	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

☐ Decline ☒ Accept

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION

for

STADIUM NORTH LOFTS LIMITED DIVIDEND HOUSING ASSOCIATION LLC

ID Number: 802585784

received by electronic transmission on January 13, 2021 ***, is hereby endorsed.***

Filed on January 13, 2021 ***, by the Administrator.***

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

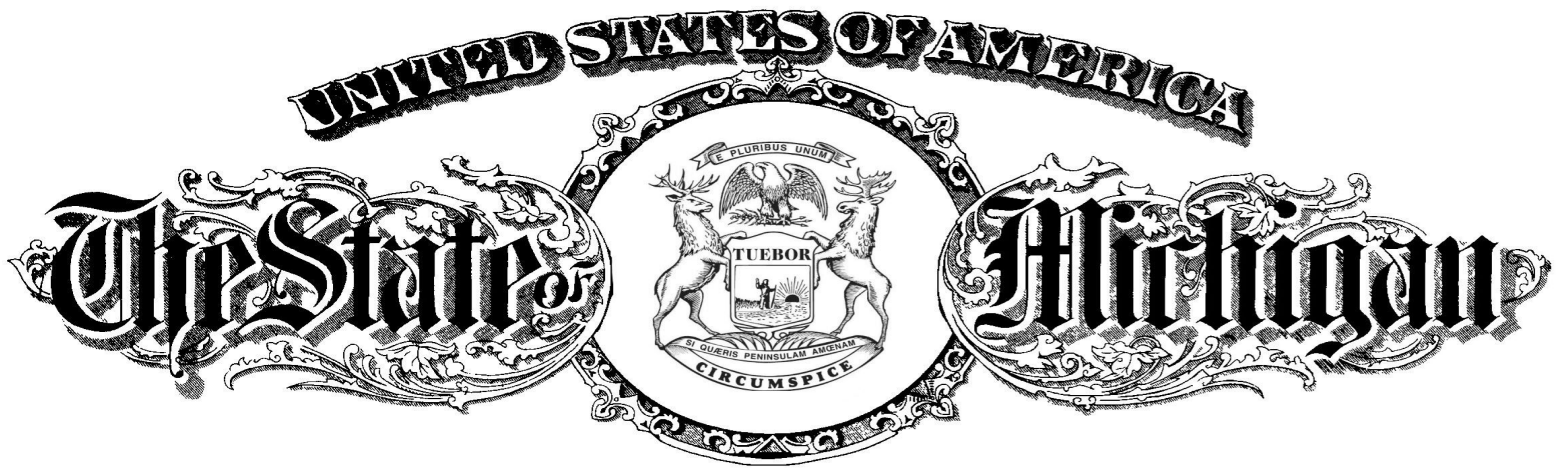


In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 13th day of January, 2021.

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau



Department of Licensing and Regulatory Affairs
Lansing, Michigan

This is to Certify that the annexed copy has been compared by me with the record on file in this Department and that the same is a true copy thereof.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



Sent by electronic transmission

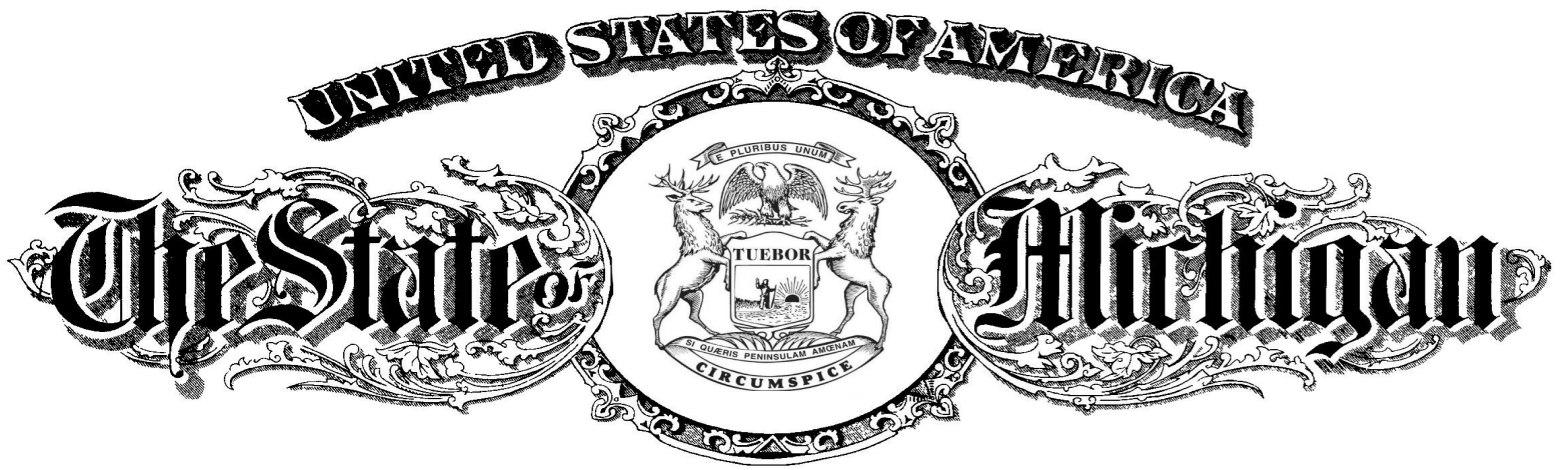
Certificate Number: 21010268402

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 14th day of January, 2021.

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau



Department of Licensing and Regulatory Affairs
Lansing, Michigan

This is to Certify That

STADIUM NORTH LOFTS LIMITED DIVIDEND HOUSING ASSOCIATION LLC

was validly authorized on January 13 , 2021, as a Michigan DOMESTIC LIMITED LIABILITY COMPANY.
and said limited liability company is validly in existence under the laws of this state and has satisfied its
annual filing obligations.

This certificate is issued pursuant to the provisions of 1993 PA 23 to attest to the fact that the company is
in good standing in Michigan as of this date.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit
given it in every court and office within the United States.



Sent by electronic transmission

Certificate Number: 21010614009

In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 25th day of January , 2021.

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

Lansing PILOT Application

Description of Project

Project Name:

Stadium North Lofts





Stadium North Lofts: Project Description

Location / Overview:

Stadium North Lofts will be located at 514 Erie and 500 N. Cedar in Lansing, Michigan. The 1.6+/- acre site is currently being used for outdoor storage and sales. The site is located just north of the Stadium District, one of Lansing's most desirable areas, with highly walkable amenities and the highest rent apartments in the city. The site is also well located, less than a ½ mile from downtown, providing access to many jobs and services. The site is surrounded by established residential to the west, the stadium district to the south, community services to the east, and established commercial to the north. The development is also part of a larger redevelopment effort known as Stadium North, which will also include a phase of senior housing.

Development Summary:

LIHTC funding will allow this development to provide the workforce/families a new quality, affordable housing option within one of Lansing's most sought-after rental market, the Stadium District. The development involves the new construction of 66 units containing the full spectrum of modern amenities. Units target 30%, 40%, 60%, and 70% AMI's, accommodating the various housing needs of the family/workforce demographic. Units will be desirable to singles, couples, and families with or without physical challenges. A local PILOT will support this effort.

Unit Design & Amenities:

The project will feature (51) 2-bedroom and (15) 3-bedroom units. All units offer modern/open floor plans featuring a living/dining area, full-size kitchen, spacious bedrooms, in-unit laundry connections, and an oversized bathroom. Additionally, ample storage is provided in each unit, including: a coat closet, linen closet, pantry, and walk-in closets in most bedrooms. The modern design and open floor plans offer many other amenities attractive to families. All kitchens are fully loaded with energy-efficient appliances (refrigerator, oven/range, and dishwasher), double bowl sink w/sprayer & disposal, pantry, and breakfast bar/island. Units will include central air, window blinds, paneled doors, doorbells, and cable/internet access.

There are also many other high-performance housing characteristics, sustainable development characteristics, universal design features, and low-impact construction processes included in the development construction. Among other benefits, these will increase energy ratings and encourage water conservation and the use of recycled materials.

Common/Site Amenities:

The development features notable community spaces and amenities. From the main entry, residents and guests are welcomed to the building by the on-site management office. The building will also contain a large community room with a kitchenette and serving island/bar and a theater area, which will serve as the center for community meetings/activities (which might include gaming leagues) and will encourage resident interaction and socialization. The building will also offer a fitness center (cardio equipment, light weights, and yoga stretch & strengthen area), and a computer center (computers,

internet access, copier, and scanner). Security is also a key amenity. This is addressed by providing secured access to the building, parking/entry lighting, unit door peepholes, smoke detectors, and in unit fire extinguishers.

Outdoor amenities include a gazebo and a community gardens area. These can be accessed via an internal sidewalk from all units. Additionally, sitting areas along the street frontage and sidewalk offer access to public transit, recreation space, and adjacent community services. Additionally, the development is equipped with ample parking.

Services Offered:

Management in partnership with Lansing Housing Commission will be the Service Coordinators. These organizations will coordinate supportive services in conjunction with internal programs as well as through other service providers. Services will include, but are not limited to, childcare, educational services, job services, transportation, healthcare referral, and activity programs.

Surrounding Amenities:

The surrounding neighborhood offers a host of off-site amenities and services. The site is walkable to the Stadium District and downtown, which features many amenities and services. The at site transit stop make the remainder of Lansing and the surrounding areas highly accessible.

Local Housing Need:

The market study completed by Bowen National indicates that the project should proceed with no proposed changes. The project is in a high growth, very walkable area, and vacancy rates in the local market are low. The rental market in the PMA is very strong and comparable product are 100% occupied with a substantial waiting list.

Community Outreach & Support:

The development team involves the Lansing Housing Commission (LHC), the lead provider of affordable housing in the city. This proposal is structured to support and further their goals and policies. LHC is assisting with the replacement of Public Housing and project-based vouchers to support their wait list. The staff and board are informed and support the development effort. Additionally, government and public officials were invited to several public meetings during the rezoning process. There was no opposition at these meetings.

Community Impact:

The City of Lansing and the Stadium District have experienced significant recent investment and growth. This has occurred in partnership with local neighborhood revitalization planning strategies. The results are transforming the neighborhood. This is improving housing quality and providing more housing options while encouraging affordable housing. It has also brought new services and amenities to the area that made it highly desirable and walkable.

Job Creation:

Construction activities are anticipated to create between 125-175 temporary jobs. These temporary jobs would last throughout the 14-month construction process. These estimates have been established from past performance on more than 100 LIHTC transactions throughout our history. 2 full-time permanent positions will be established upon lease-up. These include an on-site manager and service technician.

Lansing PILOT Application

Legal Description of property

Project Name:

Stadium North Lofts



Legal Description and Depiction of the Property

That certain portion of the following two parcels identified as 1.75 acres for a 4-story workforce development described below and depicted further below:

Parcel 1:

Land in the City of Lansing, Ingham County, MI, described as follows:

The North 93 feet of Lot 13, Scofield's Subdivision of Lot 2 and part of Lot 3 of Block 247, City of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 1 of Plats, Page 34, Ingham County Records.

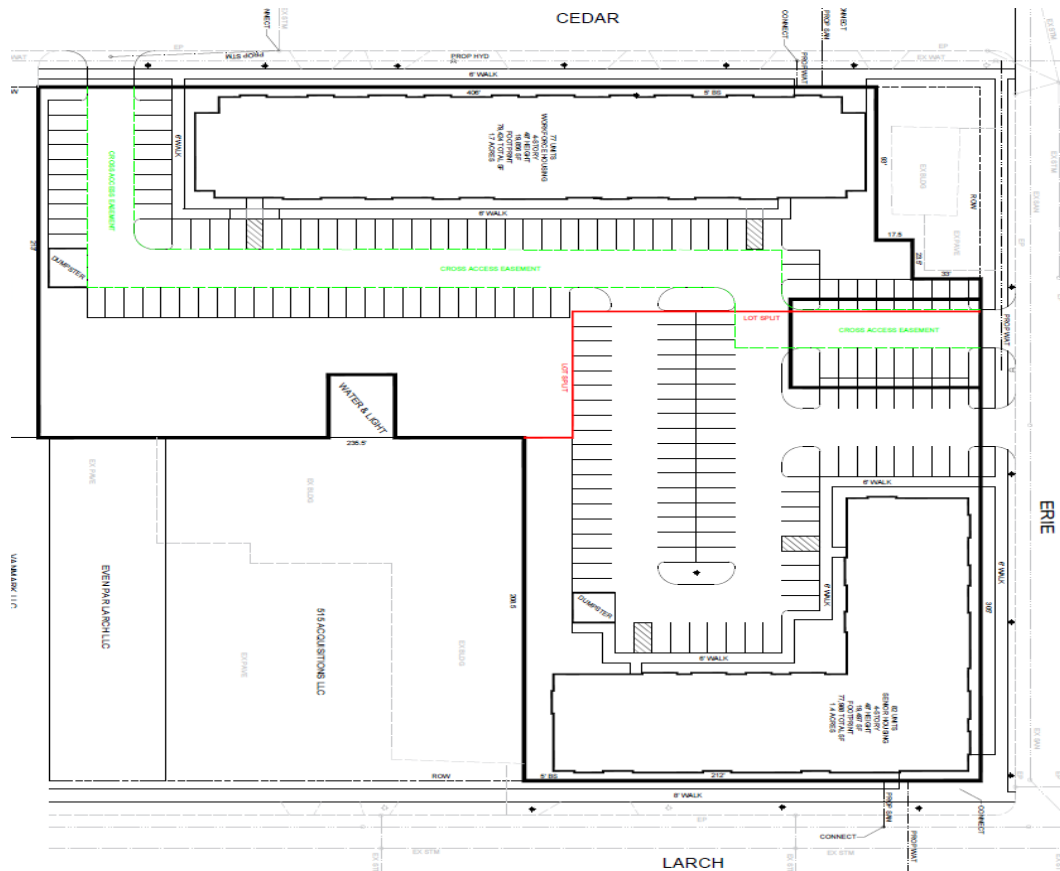
Parcel 2:

Land in the City of Lansing, Ingham County, Michigan, described as follows:

Lot 34 of Assessor's Plat No. 33 of the East 1/2 of Lot 3 and Lots 4 through 8 inclusive of Block 247, City of Lansing; also Lots 14, 15, 16 and 17 of Scofield's Subdivision of Lot 2 and part of Lot 3, Block 247; Also commencing at Southeast corner of Lot 17 of Scofield's Subdivision; thence South 4.5 feet along extension of East line of Lot 17 to North line of Lot 34 of Assessor's Plat No. 33; thence West along North line of said Lot 34 a distance of 214.5 feet; thence North 4.5 feet; thence East along the South lines of Lots 14, 15 and 17 of Scofield's Subdivision 214.5 feet to the point of beginning;

ALSO: Commencing at Southwest corner of Lot 11; thence East 132 feet; thence North 100 feet; thence West 14.5 feet; thence South 30.5 feet; thence West 22.5 feet; thence South 19.5 feet; thence East 4 feet; thence South 27 feet; thence West 21 feet; thence South 13 feet; thence West 78 feet; thence South 10 feet to beginning, being part of Lots 10 and 11 of Scofield's Subdivision of Lot 2 and part of Lot 3, Block 247, City of Lansing;

ALSO: Lots 1, 2, 4, 5, 6, 33 and Lot 3 EXCEPT the North 33 feet of the East 40 feet thereof of Assessor's Plat No. 33 of East 1/2 of Lot 3 and Lots 4 through 8 inclusive of Block 247, City of Lansing; also Lots 12 and South 57 feet of Lot 13 and commencing at the Northwest corner of Lot 11; thence East 99 feet; thence South 27 feet; thence West 21 feet; thence South 13 feet; thence West 78 feet; thence North 40 feet to beginning of Scofield's Subdivision of Lot 2 and part of Lot 3, Block 247, City of Lansing; Together with and in addition to those lands as described above, all lands lying between the South line of Lot 12 and the South line of Lot 13 of Scofield's Subdivision (a subdivision of Lot 2 and part of Lot 3, Block 247, Original Plat, City of Lansing) and the North line of Lot 1, Assessor's Plat No. 33 (on the East 1/2 of Lot 3 and all of Lots 4 through 8 inclusive of Block 247, Original Plat, City of Lansing).



Lansing PILOT Application

Evidence of Site Control

All remaining documents are identical between Stadium North Senior Lofts and Stadium North Lofts. See item 27 for complete application.

Project Name: Stadium North Lofts



Resolution #2022-###

By the Committee on Development and Planning
Resolved by the City Council of the City of Lansing

BE IT RESOLVED by the City Council of the City of Lansing that a public hearing be set for Monday, _____, 2022. in City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, for the purpose of supporting and/or opposing the Ordinance establishing a Payment in Lieu of Taxes (PILOT) for the Stadium North Senior Lofts, at 500 N. Cedar Street in Lansing.

Resolution #2022-###

By the Committee on Ways and Means
Resolved by the City Council of the City of Lansing

WHEREAS, the City of Lansing was selected on May 1, 2022 to receive a Cities for Financial Empowerment Fund (CFE Fund) grant for “FE Cities Expert Mentor” for \$15,000;

WHEREAS, the City of Lansing’s Office of Financial Empowerment, which is part of the Department of Neighborhoods & Citizen Engagement applied for a grant to provide the partner (Jackson, TN) with technical assistance resources;

WHEREAS, the CFE Fund grant was the result of a competitive proposal process, and the proposal was submitted by the Office of Financial Empowerment on March 7, 2022, approved on May 1, 2022, and will be received upon approval by Council and signed agreement;

WHEREAS, the award for \$15,000.00 does not require a local match;

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the Cities for Financial Empowerment Fund grant in the total amount of \$15,000.00 for the grant period beginning on the date of council approval for the City of Lansing and ending on March 31, 2023.

BE IT FINALLY RESOLVED, the Administration is authorized to create appropriate accounts and to make the necessary operating transfers for the expenditure and control of the balance of the grant funds.

Resolution #2022-###

By the Committee _____
Resolved by the City Council of the City of Lansing

WHEREAS, the Mayor has made the reappointment of Kenric Hall as a CVB Designee member of the Lansing Entertainment and Public Facilities Authority Board of Commissioners for a term to expire June 30, 2025; and

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

WHEREAS, the Committee _____ took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the reappointment of Kenric Hall as a CVB Designee member of the Lansing Entertainment and Public Facilities Authority Board of Commissioners for a term to expire June 30, 2025.

Resolution #2022-###

By the Committee _____
Resolved by the City Council of the City of Lansing

WHEREAS, the Mayor has made the appointment of Jennifer Hinze as a Business Owner member of the Downtown Lansing Inc. Board for a term to expire June 30, 2026; and

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

WHEREAS, the Committee _____ took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Jennifer Hinze as a Business Owner member of the Downtown Lansing Inc. Board for a term to expire June 30, 2026.

June 28, 2022

Lansing City Clerk

City Hall

124 West Michigan Ave.

Lansing, MI 48933

Re: Obsolete Property Rehabilitation Act Certificate for 700 May St. Lansing, MI 48906

Dear Clerk Swope,

Per the Obsolete Property Rehabilitation Act (OPRA), Act 146 of 2000, the undersigned applicant Summit Street Development, LLC having control of the property located at 700 May St. Lansing, MI 48906 (the "Property"), legal description attached, hereby requests the granting of an OPRA Certificate by the City of Lansing on the Property. The Property has been inspected by the City of Lansing Assessor and determined to suffer from functional obsolescence (determination of obsolescence attached).

General Description of Obsolete Facility

70,000 sq ft high bay crane space.

Built in 1950 to be the Prudden Wheel manufacturing facility.

Sharon Frischman, "... Currently, there is no heating or cooling in this section. The wet fire suppression system needs to be replaced; the sprinkler heads are approximately 50 years old and must be replaced per the owner. The current light fixtures are an over-improvement (where they are present). There is no floor currently, the storm water system needs to be re-routed.

Proposed Use of the Rehabilitated Facility

The applicant intends to rehabilitate the facility by creating 134 units of multifamily workforce housing along with amenities within the existing structure.

This housing will target forward thinking young workers who want to live near their employment in the CBD, at Sparrow, Neogen, O'Leary paint or any of the many great employers within the city.

Expected Economic Advantages

The developer is focusing on bringing 134 units of housing within 70,000 sq ft of currently obsolete industrial space which was slated for adaptive reuse office.

In bringing this project to workforce housing, the developer removes 10% of the excess office space chronically available in the city.

At 1.5 residents per unit, this will add up to 200 new income taxpayers living in Lansing. These residents will help fill the employee sourcing void felt by many of Lansing's employers.

This project is a forward-looking build targeting many of the "leaves" in the Living Building Challenge. As such it will appeal to residents who want sustainable living. These conscious young people who will get their start as earners in the City will transition into tomorrow's leaders as their careers progress. Having developments which target sustainability, is compelling to the caliber of young worker desired by the city.

To move forward from the city's legacy cost burden, the city must grow through creating compelling housing for tomorrow's leaders as they launch today.

Detailed Description of Rehabilitation and Fixed Building Equipment

The OPRA tax abatement is a significant component of this project. The applicant has estimated the renovation costs of the project at \$11,900,000. The renovation estimates are attached within the accompanying excel spreadsheet.

Time Schedule for Rehabilitation

Commencement of construction is scheduled for October 1, 2022, with a completion of the projected expected by Sept 1, 2023.

Property Taxable Value and Legal Description

The specifics on the property are as follows:

Address: 700 May St. Lansing, MI 48906

Owner: Summit Street Development, LLC

Sq Ft: 70,000

Tax ID Number: 33-01-01-10-353-008

Tax Value Land: \$99,800

Tax Value Building: \$1,080,200

SEV Value Total: \$1,180,000

Legal Description:

COM AT THE SW CORNER OF SECTION 10, TH N00D31'32"W 390.58 FT (RECORDED AS N00D35'41"W 392.72 FT) TO POB: TH N00D31'32"W 121.20 FT; TH N82D26'00"E 86.98 FT; NO 82D58'07"E 15.01 FT; S89D51'56"E 140.63 FT; S89D44'56"E 55.83 FT ; S00D28'26"W ALONG A BLDG WALL LINE 398.36 FT TO

NORTH LINE OF MOTOR WHEEL LOFTS; TH N89D39'09"W 14.74 FT, S00D20'51"W 3.70 FT, N89D39'09"W 120.70 FT, N00D20'51"E 182.13 FT AND N89D39'09"W 50.84 FT; N00D20'51"E 84.23 FT; N89D39'09"W 108.50 FT TO POB, CONTAINING 1.83 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND RESTRICTIONS, IF ANY. SPLIT/COMBINED ON 02/01/2018 FROM 33-01-01-10-353-006;

Parcel Number: 33-01-01-10-353-008

Thank you for your support in this effort.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Harry H. Hepler', with a stylized, flowing script.

Harry H Hepler

Summit Street Development, LLC

Resolution #2022-###

By the Committee on Development and Planning
Resolved by the City Council of the City of Lansing

Resolution to Approve an Obsolete Property Rehabilitation Act Certificate
700 May Street

WHEREAS, pursuant to the Michigan Obsolete Property Rehabilitation Act, being Public Act 146 of 2000 (PA 146 of 2000), Summit Street Development, LLC has filed an application for an Obsolete Property Rehabilitation Exemption Certificate (OPRA Certificate) with the Lansing City Clerk, for a proposed obsolete facility at 700 May St., Lansing, Michigan (Obsolete Property); and

WHEREAS, Summit Street Development, LLC (the Applicant) owns the proposed Obsolete Property; and

WHEREAS, the proposed Obsolete Property is located within an Obsolete Property Rehabilitation District legally established by resolution adopted August 12, 2019, after a public hearing was held on July 22, 2019, as provided by section 3 of PA 146 of 2000; and

WHEREAS, the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under Public Act 146 of 2000 and under Public Act 198 of 1974 (IFT's) does not exceed 5% of the total taxable value of the City of Lansing; and

WHEREAS, a public hearing was held on **(Insert Date)** in order to provide an opportunity for the applicant, the City Assessor, a representative of the affected taxing units, the residents, and other taxpayers of the City of Lansing general public appear and be heard regarding the approval of the OPRA Certificate; and

WHEREAS, Summit Street Development, LLC has been certified in writing by the City of Lansing Treasurer to be not delinquent in any taxes related to the facility; and

WHEREAS, the application is for 12 years and under no circumstances or criteria will an extension of the exemption be considered; and

WHEREAS, the application is for obsolete property as defined in section 2(h) of Public Act 146 of 2000; and

WHEREAS, the applicant Summit Street Development, LLC has provided answers to all required questions under the application instructions to the City of Lansing; and

WHEREAS, the City of Lansing requires that rehabilitation of the facility shall be completed by September 1, 2023; and

WHEREAS, the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District; and

WHEREAS, the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of Public Act 146 of 2000 and that is situated within an Obsolete Property Rehabilitation District established in the City of Lansing eligible under Public Act 146 of 2000 to establish such a district; and

WHEREAS, completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to, increase commercial activity, revitalize urban areas, create employment, retain employment, and increase the number of residents in the community in which the facility is situated; and

WHEREAS, the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(l) of Public Act 146 of 2000.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council hereby grants an Obsolete Property Rehabilitation Exemption for the real property, excluding land, located in an Obsolete Property Rehabilitation District at property located at 700 May St., Lansing, Michigan, legally described as COM AT THE SW CORNER OF SECTION 10, TH N00D31'32"W 390.58 FT (RECORDED AS N00D35'41"W 392.72 FT) TO POB: TH N00D31'32"W 121.20 FT; TH N82D26'00"E 86.98 FT; NO 82D58'07"E 15.01 FT; S89D51'56"E 140.63 FT; S89D44'56"E 55.83FT; S00D28'26"W ALONG A BLDG WALL LINE 398.36 FT TO NORTH LINE OF MOTOR WHEEL LOFTS; TH N89D39'09"W 14.74 FT, S00D20'51"W 3.70 FT, N89D39'09"W 120.70 FT, N00D20'51"E 182.13 FT AND N89D39'09"W 50.84 FT; N00D20'51"E 84.23 FT; N89D39'09"W 108.50 FT TO POB, CONTAINING 1.83 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND RESTRICTIONS, IF ANY. SPLIT/COMBINED ON 02/01/2018 FROM 33-01-01-10-353-006. Parcel Number: 33-01-01-10-353-008

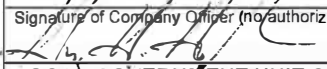
BE IT FINALLY RESOLVED that the City Clerk shall cause the Application for Obsolete Property Rehabilitation Certificate to be completed, including the "Clerk Certification" and shall file the completed application, together with a certified copy of this resolution with the State Tax Commission.

Application for Obsolete Property Rehabilitation Exemption Certificate

Issued under authority of Public Act 146 of 2000, as amended.

This application should be filed after the district is established. This project will not receive tax benefits until approved by the State Tax Commission. Applications received after October 31 may not be acted upon in the current year. This application is subject to audit by the State Tax Commission.

INSTRUCTIONS: File the completed application and the required attachments with the clerk of the local government unit. (The State Tax Commission requires two copies of the Application and attachments. The original is retained by the clerk.) See State Tax Commission Bulletin 9 of 2000 for more information about the Obsolete Property Rehabilitation Exemption. The following must be provided to the local government unit as attachments to this application: (a) General description of the obsolete facility (year built, original use, most recent use, number of stories, square footage); (b) General description of the proposed use of the rehabilitated facility, (c) Description of the general nature and extent of the rehabilitation to be undertaken, (d) A descriptive list of the fixed building equipment that will be a part of the rehabilitated facility, (e) A time schedule for undertaking and completing the rehabilitation of the facility, (f) A statement of the economic advantages expected from the exemption. A statement from the assessor of the local unit of government, describing the required obsolescence has been met for this building, is required with each application. Rehabilitation may commence after establishment of district.

Applicant (Company) Name (applicant must be the OWNER of the facility)		
Summit Street Development		
Company Mailing Address (Number and Street, P.O. Box, City, State, ZIP Code)		
700 May Street		
Location of obsolete facility (Number and Street, City, State, ZIP Code)		
700 May St.		
City, Township, Village (indicate which)		County
Lansing		Ingham
Date of Commencement of Rehabilitation (mm/dd/yyyy)	Planned date of Completion of Rehabilitation (mm/dd/yyyy)	School District where facility is located (include school code)
10/1/2022	09/01/2023	Lansing Public School District:33020
Estimated Cost of Rehabilitation		Number of years exemption requested
\$11,900,000.00		12
Attach legal description of obsolete property on separate sheet.		
Expected Project Outcomes (Check all that apply)		
☒ Increase commercial activity	☒ Retain employment	☒ Revitalize urban areas
☒ Create employment	☒ Prevent a loss of employment	☒ Increase number of residents in the community in which the facility is situated
Indicate the number of jobs to be retained or created as a result of rehabilitating the facility, including expected construction employment. <u>200</u>		
☒ Each year, the State Treasurer may approve 25 additional reductions of half the school operating and state education taxes for a period not to exceed six years. Check the box at left if you wish to be considered for this exclusion.		
APPLICANT CERTIFICATION		
The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all of the information is truly descriptive of the property for which this application is being submitted. Further, the undersigned is aware that, if any statement or information provided is untrue, the exemption provided by Public Act 146 of 2000 may be in jeopardy.		
The applicant certifies that this application relates to a rehabilitation program that, when completed, constitutes a rehabilitated facility, as defined by Public Act 146 of 2000, as amended, and that the rehabilitation of the facility would not be undertaken without the applicant's receipt of the exemption certificate.		
It is further certified that the undersigned is familiar with the provisions of Public Act 146 of 2000, as amended, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Obsolete Property Rehabilitation Exemption Certificate by the State Tax Commission.		
Name of Company Officer (No authorized agents)	Telephone Number	Fax Number
Harry H. Hepler	(517) 881-0009	
Mailing Address	E-mail Address	
700 May St. Lansing, MI 48906	harry@hinclive.com	
Signature of Company Officer (no authorized agents)	Title	
	Managing Member	
LOCAL GOVERNMENT UNIT CLERK CERTIFICATION		
The Clerk must also complete Parts 1, 2 and 4 on page 2. Part 3 is to be completed by the Assessor.		
Signature	Date Application Received	
FOR STATE TAX COMMISSION USE		
Application Number	Date Received	LUCI Code

LOCAL GOVERNMENT ACTION		
This section is to be completed by the clerk of the local governing unit before submitting the application to the State Tax Commission. Include a copy of the resolution which approves the application and Instruction items (a) through (f) on page 1, and a separate statement of obsolescence from the assessor of record with the State Assessor's Board. All sections must be completed in order to process.		
PART 1: ACTION TAKEN		
Action Date _____		
☐ Exemption Approved for _____ Years, ending December 30, _____ (not to exceed 12 years) ☐ Denied		
Date District Established _____	LUCI Code _____	School Code _____
PART 2: RESOLUTIONS (the following statements must be included in resolutions approving)		
A statement that the local unit is a Qualified Local Governmental Unit. A statement that the Obsolete Property Rehabilitation District was legally established including the date established and the date of hearing as provided by section 3 of Public Act 146 of 2000. A statement indicating whether the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under Public Act 146 of 2000 and under Public Act 198 of 1974 (IFT's) exceeds 5% of the total taxable value of the unit. A statement of the factors, criteria and objectives, if any, necessary for extending the exemption, when the certificate is for less than 12 years. A statement that a public hearing was held on the application as provided by section 4(2) of Public Act 146 of 2000 including the date of the hearing. A statement that the applicant is not delinquent in any taxes related to the facility. If it exceeds 5% (see above), a statement that exceeding 5% will not have the effect of substantially impeding the operation of the Qualified Local Governmental Unit or of impairing the financial soundness of an affected taxing unit. A statement that all of the items described under "Instructions" (a) through (f) of the Application for Obsolete Property Rehabilitation Exemption Certificate have been provided to the Qualified Local Governmental Unit by the applicant.	A statement that the application is for obsolete property as defined in section 2(h) of Public Act 146 of 2000. A statement that the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District. A statement that the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of Public Act 146 of 2000 and that is situated within an Obsolete Property Rehabilitation District established in a Qualified Local Governmental Unit eligible under Public Act 146 of 2000 to establish such a district. A statement that completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to, increase commercial activity, create employment, retain employment, prevent a loss of employment, revitalize urban areas, or increase the number of residents in the community in which the facility is situated. The statement should indicate which of these the rehabilitation is likely to result in. A statement that the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(l) of Public Act 146 of 2000. A statement of the period of time authorized by the Qualified Local Governmental Unit for completion of the rehabilitation.	
PART 3: ASSESSOR RECOMMENDATIONS		
Provide the Taxable Value and State Equalized Value of the Obsolete Property, as provided in Public Act 146 of 2000, as amended, for the tax year immediately preceding the effective date of the certificate (December 31 of the year approved by the STC)		
Building Taxable Value	Building State Equalized Value	
\$ _____	\$ _____	
Name of Government Unit _____	Date of Action Application _____	Date of Statement of Obsolescence _____
PART 4: CLERK CERTIFICATION		
The undersigned clerk certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way. Further, the undersigned is aware that if any information provided is untrue, the exemption provided by Public Act of 2000 may be in jeopardy.		
Name of Clerk _____	Telephone Number _____	
Clerk Mailing Address _____		
Mailing Address _____		
Telephone Number _____	Fax Number _____	E-mail Address _____
Clerk Signature _____		Date _____

For faster service, email completed application and attachments to PTE@michigan.gov. An additional submission option is to mail the completed application and attachments to Michigan Department of Treasury, State Tax Commission, PO Box 30471, Lansing, MI 48909. If you have any questions, call 517-335-7491.



Andy Schor, Mayor

CITY ASSESSORS OFFICE

Sharon Frischman, MMAO
City Assessor

3rd Floor City Hall
124 West Michigan Avenue
Lansing, Michigan 48933

(517) 483-7624

FAX: (517) 483-4101

www.lansingmi.gov/City-Assessor

April 22, 2019

Functional Obsolescence Determination

700 May St.
33-01-01-10-353-008

This determination is for the warehouse section of the above referenced parcel only. This section of the building is found to be functionally obsolete.

Currently, there is no heating or cooling in this section. The wet fire suppression system needs to be replaced; the sprinkler heads are approximately 50 years old and must be replaced per the owner. The current light fixtures are an over-improvement (where they are present).

There is no floor currently, the storm water system needs to be re-routed.

For these reasons, the warehouse section is found to be functionally obsolete.

Sharon L. Frischman, MMAO
City Assessor

City of Lansing
Notice of Public Hearing

The Lansing City Council will hold a public hearing on Monday, **(Insert Date)** at 7:00 p.m. in the Tony Benavides City of Lansing Council Chambers, Tenth Floor, Lansing City Hall, Lansing, MI, for the purpose stated below:

To afford an opportunity for all residents, taxpayers of the City of Lansing, City Assessor, other interested persons and ad valorem taxing units to appear and be heard on the approval of an Obsolete Property Rehabilitation Certificate (the "Certificate"), pursuant to and in accordance with the provisions of the Obsolete Property Rehabilitation Act, Public Act 146 of 2000, for property located at 700 May St., Lansing, Michigan, but more particularly described as follows:

COM AT THE SW CORNER OF SECTION 10, TH N00D31'32"W 390.58 FT (RECORDED AS N00D35'41"W 392.72 FT) TO POB: TH N00D31'32"W 121.20 FT; TH N82D26'00"E 86.98 FT; NO 82D58'07"E 15.01 FT; S89D51'56"E 140.63 FT; S89D44'56"E 55.83 FT; S00D28'26"W ALONG A BLDG WALL LINE 398.36 FT TO NORTH LINE OF MOTOR WHEEL LOFTS; TH N89D39'09"W 14.74 FT, S00D20'51"W 3.70 FT, N89D39'09"W 120.70 FT, N00D20'51"E 182.13 FT AND N89D39'09"W 50.84 FT; N00D20'51"E 84.23 FT; N89D39'09"W 108.50 FT TO POB, CONTAINING 1.83 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND RESTRICTIONS, IF ANY. SPLIT/COMBINED ON 02/01/2018 FROM 33-01-01-10-353-006;

Parcel Number: 33-01-01-10-353-008

Approval of this Certificate will provide the owner or potentially the developer of property an abatement of certain property taxes for the improvements to the property noted above. Further information regarding this issue may be obtained from Mitch Timmerman, Lansing Economic Development Corporation (LEDC), 230 N Washington Sq. Lansing, MI 48933, 517-898-1709.

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

Resolution #2022-###

By the Committee on Development and Planning
Resolved by the City Council of the City of Lansing

Resolution to Set a Public Hearing Regarding the Granting of an
Obsolete Property Rehabilitation Act Certificate
700 May Street

WHEREAS, Summit Street Development, LLC, owner of the property located at 700 May St. in the City of Lansing, Michigan (the "Property") has applied to the City of Lansing for the City to approve the issuance of an Obsolete Property Rehabilitation Exemption Certificate (the "OPRA Certificate"), pursuant to the Michigan Obsolete Property Rehabilitation Act, being Public Act 146 of 2000 (the "Act"); and

WHEREAS, the Property in question of the Certificate is legally described as:

COM AT THE SW CORNER OF SECTION 10, TH N00D31'32"W 390.58 FT (RECORDED AS N00D35'41"W 392.72 FT) TO POB: TH N00D31'32"W 121.20 FT; TH N82D26'00"E 86.98 FT; NO 82D58'07"E 15.01 FT; S89D51'56"E 140.63 FT; S89D44'56"E 55.83FT; S00D28'26"W ALONG A BLDG WALL LINE 398.36 FT TO NORTH LINE OF MOTOR WHEEL LOFTS; TH N89D39'09"W 14.74 FT, S00D20'51"W 3.70 FT, N89D39'09"W 120.70 FT, N00D20'51"E 182.13 FT AND N89D39'09"W 50.84 FT; N00D20'51"E 84.23 FT; N89D39'09"W 108.50 FT TO POB, CONTAINING 1.83 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND RESTRICTIONS, IF ANY. SPLIT/COMBINED ON 02/01/2018 FROM 33-01-01-10-353-006. Parcel Number: 33-01-01-10-353-008, and

WHEREAS, the Act requires that before granting a Certificate the Lansing City Council hold a public hearing in order to provide an opportunity for the applicant, the City Assessor, a representative of the affected taxing units, the residents, and other taxpayers of the City of Lansing general public appear and be heard regarding the approval of the OPRA Certificate.

NOW THEREFORE BE IT RESOLVED that a public hearing be held in the Tony Benavides City of Lansing Council Chambers, 10th Floor, Lansing City Hall, Lansing, Michigan, on Monday, **(Insert Date)** at 7:00 p.m. for the purpose of receiving public comment on the approval of an OPRA Certificate under the provisions of Public Act 146 of 2000 and that the Clerk shall publish once in a publication of general circulation within the community a notice of the scheduled public hearing and that the notice appear not less than 10 or more than 30 days prior to the date of the hearing.

Andy Schor
Mayor



City Hall - 9th Floor
124 W. Michigan Avenue
Lansing, MI 48933-1694
PH: 517.483.4141 – FAX: 517.483.6066
Lansing.Mayor@lansingmi.gov

Andy Schor, Mayor

OFFICE OF THE MAYOR
CITY OF LANSING, MICHIGAN

July 22, 2022

Lansing City Council
Adam Hussain, President
124 W Michigan Ave. 10th Floor
Lansing, MI 48933

Dear Mr President:

My office is in receipt of a packet of signatures from residents of Lansing Township living in the Groesbeck area asking that an annexation question be placed on the November general election ballot. At this time, the only sections of Lansing Township proposed to be annexed are the portions that are fully encircled in the northeast corner of the city.

A resolution of City Council can place the question on the ballot for the voters of that area to decide. Attached you will find the packet of signatures that was received by my office, as well as draft resolutions calling for the question of annexation to be placed on the ballot this November.

Please feel free to contact my office if you have additional questions or would like more information.

Respectfully,

A handwritten signature in black ink, appearing to read "A. Schor", is written over a horizontal line.

Andy Schor
Mayor

July 14, 2022

RECEIVED

JUL 21 REC'D

MAYOR'S OFFICE

Andy Schor

Mayor City of Lansing

Lansing City Hall

124 W. Michigan Ave

Lansing, Michigan 48933

Mr. Mayor,

This letter represents a request by residents of the "LANSING TOWNSHIP ISLAND" within the Groesbeck Neighborhood on the East Side of the City of Lansing.

Our request is for the annexation of this "TOWNSHIP ISLAND" to the City of Lansing. There is broad support of the residents in this area to become a part of the City and leave the Lansing Township.

Your help to consider our request is our first petition for such action. You will find a sampling of supporting residents endorsing this request attached. We wish to thank you for your consideration and support to start the process of annexation.

Best Regards,

John DeMarco

Spokesperson for the undersigned residents

SIGNATURE	ADDRESS
Mary E Clark	1630 Wood Street
Lisa Gahr	1730 wood street
Juanita W. Belfer	1804 Wood Street

①
CITY OF LANSING ANNEXATION OF GROESBECK ISLAND ENDORSEMENT

SIGNATURE

ADDRESS

Ben Reisinger *1234 Weber Pr. Lansing 48902*

①
CITY OF LANSING ANNEXATION OF GROESBECK ISLAND ENDORSEMENT

SIGNATURE

ADDRESS

Carl Whizit

1604 Gay Ln. Lansing 48912



CITY OF LANSING ANNEXATION OF GROESBECK ISLAND ENDORSEMENT

SIGNATURE

ADDRESS

- Madeline Mery 1706 Springfield Lane, Lansing 48912
- Edward Mery 1706 Springfield Lane, Lansing 48912
- Glenn Asiata 1709 Springfield Lane Lansing 48912
- Karen Asiata 1709 Springfield Ln Lansing 48912
- _____
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7

CITY OF LANSING ANNEXATION OF GROESBECK ISLAND ENDORSEMENT

SIGNATURE

ADDRESS

Nancy Bohnet	Nancy Bohnet	1423 Gay Ln.,	Lans	48912
Kari Brattin	Kari Brattin	1303 N. Hartford	Lans	48912
Dalyce Dombrowski	Dalyce Dombrowski	1426 Gay Ln	Lans	48912
Michael Van Hal	Michael Van Hal	1503 Gay Ln	Lansing	48912
Deborah Van Hal	Deborah Van Hal	1503 Gay Ln	Lansing	48912
Debra Van Nortwick	Debra Van Nortwick	1424 Weber Dr.	Lansing	48912
Kyle Aten	Kyle Aten	1520 Gay	Lansing	48912

10

CITY OF LANSING ANNEXATION OF GROESBECK ISLAND ENDORSEMENT

SIGNATURE

ADDRESS

Jane Permoda 1700 Autumn Ln, Lansing MI

Joel Brown 1700 Autumn Ln Lansing MI

John 1115 N. Magnolia Ave Lansing MI

Ken 1115 N. MAGNOLIA AVE. 48917

Carol Steinberg 1104 N. Magnolia Ave, Lansing 48912

Theresa Walker 1225 N. Magnolia Ave, Lansing 48912

Wm. W. W. 1225 N. Magnolia Ave Lansing 48912

Roxleen LaCross 1004 N. Magnolia Ave., Lansing, MI 48912

Jody LaCross 1004 N. MAGNOLIA AVE, LANSING MI, 48912

Thelene Lempa 1025 N Magnolia Ave., Lansing MI 48912

1

CITY OF LANSING ANNEXATION OF GROESBECK ISLAND ENDORSEMENT

SIGNATURE

ADDRESS

Kimberly S. Snellenberger 2402 Ridgeline Dr.

14

CITY OF LANSING ANNEXATION OF GROESBECK ISLAND ENDORSEMENT

SIGNATURE

ADDRESS

Christine R. Rosales CHRISTINE REAGEN ROSALES 1418 WEBER DR,
LANSING, MI 48912

Joseph Podday 1424 Weber Dr Lansing MI 48912

Susan Howell 1610 Springfield Ln. Lansing MI 48912

Cynthia K. Jar 1610 Springfield Lane Lansing MI 48912

97

CITY OF LANSING ANNEXATION OF GROESBECK ISLAND ENDORSEMENT

SIGNATURE

ADDRESS

1. Sarah Rockstad 1616 Autumn Ln.
2. Neal Feldman ~~1616 Autumn Ln~~ 2405 Mark Ave
3. Ronda Baker 2315 Mark Av.
4. Harlan G. Gillissen 2406 Mark Ave.
5. Antoinette Feldman 2405 Mark Ave
6. Sherrie Medved 2412 Mark Ave.
7. John Rockstad 1616 Autumn Ln.

(13)
296-1085

CITY OF LANSING ANNEXATION OF GROESBECK ISLAND ENDORSEMENT

SIGNATURE

ADDRESS

Gean Gilbert

1712 Gay Lane

Jeffrey Gilbert

1712 Gay Lane

Danief Schneider

2414 Lyman

x Carol Schneider

2414 Lyman Dr

X. F. Sell

2509 Lyman Dr

x Munn Calhoun

2516 Lyman Dr

DR. L. S.

2415 Lyman Dr

→ Anne Pairs

2415 Lyman Dr.

Adrienne Wilkerson

1718 Gay Lane

SB

1823 Gay Ln

Larry Ottner

1929 Gay Lane

Raymond Ottner

1929 Raymond Ottner
Gay Lane

x Ken Orr

2502 Lyman Dr

13

CITY OF LANSING ANNEXATION OF GROESBECK ISLAND ENDORSEMENT

LETTER SIGS
AUTUMN LANE

SIGNATURE

ADDRESS

Jane Deuling	1726 Autumn Lane
Karthik Sivakumar	1706 Autumn Ln
Kylash Sivakumar	1706 Autumn Ln
Robert Schneider	1721 Autumn Lane
Michael E. Manta	1721 Autumn Ln.
* -> Justin Gaster	1727 Autumn Ln.
Mike	1738 Autumn Ln
Donal A. Biebel	1802 Autumn Lane
Sally W. Blankenbryg	1802 Autumn Lane
Gerry Ward	1733 Autumn Lane
Peter S. F. F. F. F.	1828 Autumn Lane
Thomas E. F. F. F.	1828 Autumn Lane
John	1820 Autumn Lane

14

CITY OF LANSING ANNEXATION OF GROESBECK ISLAND ENDORSEMENT

SIGNATURE

ADDRESS

SIGNATURE	ADDRESS
MaryAnn Saunders	1734 Gay Lane 48912
x Daniel A Reid	1705 Gay Lane 48912
x Robyn Reed	1705 Gay Lane 48912
x John DeMarco	1704 Gay Lane 48912
x Connie J Demasco	1704 Gay Lane 48912
x Janet Wright	1604 Gay Lane 48912
x J D Bunk	1620 GAY LANE 48912
x Kathryn Barrett	1620 Gay Ln. 48912
x Mary Bennett	1574 Gay Ln 48912
x Daniel E. Kuch	2416 Groesbeck AVE 48912
x Jocelyn Davis	1815 Gay Lane Lans 48912
x Katherine Brent	1733 Gay Ln Lansing 48912
x Andrew Duent	1733 Gay Ln Lansing 48912
x John Williamson	1718 Gay Ln Lansing MI 48912

14

CITY OF LANSING ANNEXATION OF GROESBECK ISLAND ENDORSEMENT

SIGNATURE

ADDRESS

MA Zmudice Kathy Zmudice 1611 Springfield Lane, Lansing MI 48912

* Catherine M. Kueh 2416 Groesbeck Ave Lansing MI 48912

* Adam John 2423 Ridgeline Dr Lansing, MI 48912

* Ashley Johnson 2423 Ridgeline Dr Lansing MI 48912

* Vince Watson 2406 Groesbeck Ave Lansing, MI 48912

* Joel E. Jolley 1719 Mayhew Lansing MI 48912

* Reba Jane Torongo 2504 RIDGELINE, LANSING MI 48912

* Patma Solom 1236 WEBB DRIVE, Lansing MI 48912

Brenda Legend 1808 Gay Ln Lansing MI 48912

Sam Cull 2528 Lyman Lansing, MI 48912

* James W. Dany 1619 Gay Lane Lansing Twp MI 48912

* Kathleen Wood 2422 Ridgeline Dr Lansing 48912

* Charles E. Cron 2505 Ridgeline Dr. Lansing MI 48912

* Jo Aulenburger 2505 Ridgeline Dr Lansing 48912

*



CITY OF LANSING ANNEXATION OF GROESBECK ISLAND ENDORSEMENT

SIGNATURE

ADDRESS

Maikson R. McKenzie

1230 Blake Ave Lansing 48912

Juanita Magallon

1222 Blake Ave Lansing 48912

Guy Milton

1236 Blake Ave Lansing 48912

Deanna Croftchik

1236 Blake Ave Lansing 48912

Donna Sibb

1230 Blake Ave. Lansing 48912

Teresa Brantley

1237 Blake Avenue, Lansing 48912

Kay Zink

1244 Blake Ave, Lansing MI 48912

Stacey Paul Smith

2724 Hopkins Ave, Lansing 48912

Jay Ballone

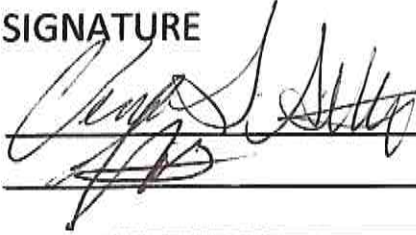
1623 Antler Lane Lansing MI 48912

8

CITY OF LANSING ANNEXATION OF GROESBECK ISLAND ENDORSEMENT

SIGNATURE

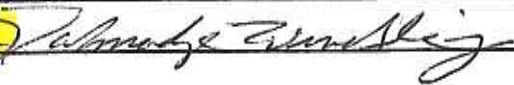
ADDRESS



2511 GAY LANE
2511 GAY LANE

Michelle Repreice

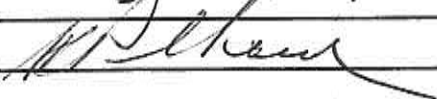
1504 Gay Ln



1504 Gay Ln

Cathy Bengemann

1715 SPRINGFIELD LN



1515 Gay Lane

Greg Kind

2508 Ridgeline Dr.

Vicki Hanel

1315 Weber Dr.

12 CITY OF LANSING ANNEXATION OF GROESBECK ISLAND ENDORSEMENT

SIGNATURE

ADDRESS

Frank Alliepie 1622 AUTUMN LANE

Margaret E. Alliepie 1622 Autumn LA 7/19/22

Susan M. Bucks 1611 Autumn LN 7/19/22

Theresa H. Bucks 1611 Autumn LN 7/19/22

* Melinda Milosin 1415 N Foster Ave 7/19/22

Melinda Milosin 1415 N Foster Ave 7/19/22

Will 1403 N. Foster Ave 7/19/22

John A. Galt 1231B N. Foster Ave 7/19/22

* Dorothy 1523 N Foster

* Louis B. Brown 1119 N. Foster Ave

Marsha Gull 1520 Wood St. 7/20/22

Paul Gull 1520 WOOD ST. 7/20/22

Autumn Lane to Heights
MARK Ave (to Hayford)
Groesbeck Ave (from Aut LN to Hayford)

Heights Ave (from Aut. LN to Hayford)

Springfield

GAY LANE (to Tulane ? CULDA SA E ?)

Ridgeline (from GAULN to Hayford)

CYMAN (from GAY LA to Hayford)

HAYFORD (from Heights to Marguerite)

Magnolia (from Marguerite to Hopkins)

Hopkins (from Wood to Chester)

Downer (from G.R. to Hopkins)

Blake (from Woodruff to Hopkins)

Kimberly (Woodruff to Hopkins)

Weber (from Woodruff + MARK)

Foster (from GA to Weber)



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RESOLUTION # _____

BY

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Michigan Charter Township Act provides for the elimination of free standing islands of township property completely surrounded by a city through annexation by methods contained in the Act, being MCL 42.34; and

WHEREAS, one such annexation method is through a procedure involving the State Boundary Commission and the Michigan Home Rule City Act under MCL 42.34(2); and

WHEREAS, an alternative method is provided under MCL 42.34(3) when the portion of township is contiguous on all sides by a city and the annexation is approved by a majority vote of the electors in that portion of the charter township; and

WHEREAS, the Mayor has received a written request signed by residents in an island area of Lansing Charter Township, which is completely surrounded by the City of Lansing, expressing the desire to be annexed to the City of Lansing; and

WHEREAS, the written request has been placed on file with the City Clerk; and

WHEREAS, the City of Lansing already supplies the subject land area with water, electric, and sanitary sewer utility services and is ready and capable of providing it with efficient and protective police and fire services, as well as solid waste disposal and recycling services; and

WHEREAS, a list of all parcels of property that are contained in the island area that is proposed to be annexed are attached to this Resolution; and

WHEREAS, the Mayor supports the annexation of the island area upon the majority vote of the electors in the area as provided in MCL 42.34(3); and

WHEREAS, the City Council concurs to the annexation of the island area into the City, subject to the majority vote of the electors in the area; and

WHEREAS, the statutory provision of MCL 42.34(3) does not require a petition to initiate the ballot proposal to effectuate the voting requirement nor does the statute mandate the affirmative method to cause a proposition to be placed on the ballot; and

WHEREAS, in acknowledgement of the fact that the subject township territory is a freestanding island of property completely surrounded by the City of Lansing and contiguous to the City on all sides, and in the further acknowledgement that the City has received a written request from township residents in the area that the island be annexed into the City.

NOW, THEREFORE, BE IT RESOLVED that the City finds and concludes that written request is a sufficient basis in law and fact for the City, by this resolution, to forward to the Ingham County Clerk the ballot proposal herein contained to place the ballot question of annexation before the island area voters in implementation and in compliance with MCL 42.34(3).

BE IT FURTHER RESOLVED that the City Council of the City of Lansing hereby forwards this resolution to the Ingham County Clerk to submit to the electors in the area of the Charter Township of Lansing (legally described below in the resolution) for the adoption or rejection at the election to be held on November 8, 2022, the following annexation proposal:

A PROPOSAL FOR THE ANNEXATION OF CERTAIN TERRITORY IN THE CHARTER
TOWNSHIP OF LANSING, INGHAM COUNTY, MICHIGAN TO THE CITY OF
LANSING, EATON AND INGHAM COUNTIES, MICHIGAN

Shall the following listed parcels and described land, which is an island surrounded by and contiguous to the City of Lansing on all sides, and generally described as: the area within the Charter Township of Lansing, Voter Precincts 1 and 2, east of Wood Street, west of Coolidge Road, south of Tulane Drive and north of Michigan Avenue, including adjacent rights of way, except properties in the 1600-1800 blocks of Wood Street, be annexed from Lansing Charter Township to the City of Lansing, such that this land will thereafter be included within the jurisdiction of the City of Lansing?

Legal description to be annexed:

All areas of the Charter Township of Lansing, and not in the City of East Lansing or already in the City of Lansing, including the adjacent public rights of way, within the Northeast quarter of Section 14, Town 4 North, Range 2 West, and those within Section 11, Town 4 North, Range 2 West, except the South 555 feet of the North 1097 feet of the West 205 feet of Section 11.

A "YES" VOTE MEANS THE PROPERTY WILL BE ANNEXED.

A "NO" VOTE MEANS THE PROPERTY WILL NOT BE ANNEXED.

BE IT FURTHER RESOLVED that the City Clerk transmit the ballot proposal to the Ingham County Clerk for inclusion in the November 8, 2022 ballot for the electors in the area described in the proposal.

BE IT FINALLY RESOLVED that upon the condition precedent of the majority vote being canvassed in the affirmative for the annexation to the City of Lansing of the described township island area, the annexation shall be effective December 31, 2022.

List of Parcels

33-21-01-11-106-022
33-21-01-11-106-023
33-21-01-11-106-024
33-21-01-11-106-025
33-21-01-11-107-024
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33-21-01-11-328-013
33-21-01-11-329-001
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33-21-01-11-330-011
33-21-01-11-330-012
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33-21-01-11-330-018
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33-21-01-11-330-020
33-21-01-11-330-021
33-21-01-11-330-022
33-21-01-11-330-023
33-21-01-11-331-001
33-21-01-11-331-002
33-21-01-11-331-003
33-21-01-11-332-001
33-21-01-11-332-002
33-21-01-11-332-003
33-21-01-11-332-004
33-21-01-11-333-007
33-21-01-11-334-001
33-21-01-11-334-002
33-21-01-11-334-016
33-21-01-11-334-017
33-21-01-11-334-019
33-21-01-11-334-020
33-21-01-11-360-001
33-21-01-11-360-002
33-21-01-11-360-003
33-21-01-11-360-004
33-21-01-11-360-005
33-21-01-11-360-006
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33-21-01-11-360-009
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33-21-01-11-401-002
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33-21-01-11-402-012
33-21-01-11-402-013
33-21-01-11-402-014
33-21-01-11-403-001
33-21-01-11-403-002
33-21-01-11-403-003
33-21-01-11-403-004
33-21-01-11-403-005
33-21-01-11-403-012
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33-21-01-11-403-014
33-21-01-11-403-015
33-21-01-11-403-016
33-21-01-11-404-005
33-21-01-11-404-006
33-21-01-11-405-001
33-21-01-11-405-002
33-21-01-11-405-003
33-21-01-11-406-001
33-21-01-11-406-002
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33-21-01-11-406-004
33-21-01-11-406-005
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33-21-01-11-406-014
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33-21-01-11-407-004

33-21-01-11-408-004
33-21-01-11-408-005
33-21-01-11-452-001
33-21-01-11-453-006
33-21-01-11-454-003
33-21-01-11-454-004
33-21-01-11-454-007
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33-21-01-11-456-001
33-21-01-11-456-002
33-21-01-11-456-003
33-21-01-11-456-003
33-21-01-11-456-005
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33-21-01-11-456-008
33-21-01-11-456-011
33-21-01-11-456-012
33-21-01-11-456-013
33-21-01-11-456-014
33-21-01-11-456-015
33-21-01-11-456-016
33-21-01-11-456-017
33-21-01-11-456-018
33-21-01-11-456-019
33-21-01-11-456-020
33-21-01-11-456-021
33-21-01-11-456-022
33-21-01-11-456-023
33-21-01-11-456-024
33-21-01-11-456-025
33-21-01-11-456-026
33-21-01-14-205-002
33-21-01-14-205-006
33-21-01-14-205-016

33-21-01-14-205-025
33-21-01-14-205-030
33-21-01-14-205-036
33-21-01-14-206-001
33-21-01-14-206-017
33-21-01-14-206-020

33-21-01-14-206-011
33-21-01-14-205-001
33-21-01-14-206-008
33-21-01-14-206-005
33-21-01-14-206-007
33-21-01-14-254-001
33-21-01-14-205-034
33-21-01-14-205-022
33-21-01-14-205-037
33-21-01-14-204-002
33-21-01-14-206-019
33-21-01-14-205-036
33-21-01-14-204-003
33-21-01-14-206-021
33-21-01-14-206-009
33-21-01-14-206-018
33-21-01-14-205-024
33-21-01-14-204-001
33-21-01-14-205-032
33-21-01-14-206-010
33-21-01-14-205-038
33-21-01-14-205-015

Andy Schor
Mayor



City Hall - 9th Floor
124 W. Michigan Avenue
Lansing, MI 48933-1694
PH: 517.483.4141 – FAX: 517.483.6066
Lansing.Mayor@lansingmi.gov

Andy Schor, Mayor

OFFICE OF THE MAYOR
CITY OF LANSING, MICHIGAN

July 22, 2022

Lansing City Council
Adam Hussain, President
124 W Michigan Ave. 10th Floor
Lansing, MI 48933

Dear Mr President:

My office is in receipt of a packet of signatures from residents of Lansing Township living in the Groesbeck area asking that an annexation question be placed on the November general election ballot. At this time, the only sections of Lansing Township proposed to be annexed are the portions that are fully encircled in the northeast corner of the city.

A resolution of City Council can place the question on the ballot for the voters of that area to decide. Attached you will find the packet of signatures that was received by my office, as well as draft resolutions calling for the question of annexation to be placed on the ballot this November.

Please feel free to contact my office if you have additional questions or would like more information.

Respectfully,

A handwritten signature in black ink, appearing to read "A. Schor", is written over a horizontal line.

Andy Schor
Mayor

July 14, 2022

RECEIVED

JUL 21 REC'D

MAYOR'S OFFICE

Andy Schor

Mayor City of Lansing

Lansing City Hall

124 W. Michigan Ave

Lansing, Michigan 48933

Mr. Mayor,

This letter represents a request by residents of the "LANSING TOWNSHIP ISLAND" within the Groesbeck Neighborhood on the East Side of the City of Lansing.

Our request is for the annexation of this "TOWNSHIP ISLAND" to the City of Lansing. There is broad support of the residents in this area to become a part of the City and leave the Lansing Township.

Your help to consider our request is our first petition for such action. You will find a sampling of supporting residents endorsing this request attached. We wish to thank you for your consideration and support to start the process of annexation.

Best Regards,

John DeMarco

Spokesperson for the undersigned residents

[illegible]

①
CITY OF LANSING ANNEXATION OF GROESBECK ISLAND ENDORSEMENT

SIGNATURE

ADDRESS

Ben Reisinger *1234 Weber Pr. Lansing 48902*

①
CITY OF LANSING ANNEXATION OF GROESBECK ISLAND ENDORSEMENT

SIGNATURE

ADDRESS

Carl Whizit

1604 Gay Ln. Lansing 48912



CITY OF LANSING ANNEXATION OF GROESBECK ISLAND ENDORSEMENT

SIGNATURE

ADDRESS

- Madeline Mery 1706 Springfield Lane, Lansing 48912
- Edward Mery 1706 Springfield Lane, Lansing 48912
- Glenn Asiata 1709 Springfield Lane Lansing 48912
- Karen Asiata 1709 Springfield Ln Lansing 48912
- _____
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7

CITY OF LANSING ANNEXATION OF GROESBECK ISLAND ENDORSEMENT

SIGNATURE

ADDRESS

Nancy Bohnet	Nancy Bohnet	1423 Gay Ln.,	Lans	48912
Kari Brattin	Kari Brattin	1303 N. Hartford	Lans	48912
Dalyce Dombrowski	Dalyce Dombrowski	1426 Gay Ln	Lans	48912
Michael Van Hal	Michael Van Hal	1503 Gay Ln	Lansing	48912
Deborah Van Hal	Deborah Van Hal	1503 Gay Ln	Lansing	48912
Debra Van Nortwick	Debra Van Nortwick	1424 Weber Dr.	Lansing	48912
Kyle Aten	Kyle Aten	1520 Gay	Lansing	48912

10

CITY OF LANSING ANNEXATION OF GROESBECK ISLAND ENDORSEMENT

SIGNATURE

ADDRESS

Jane Permoda

1700 Autumn Ln, Lansing MI

Joel Brown

1700 Autumn Ln Lansing MI

John

1115 N. Magnolia Ave Lansing MI

Ken

1115 N. MAGNOLIA AVE. 48917

Carol Steinberg

1104 N. Magnolia Ave, Lansing 48912

Theresa Walker

1225 N. Magnolia Ave, Lansing

1225 N. Magnolia Ave Lansing

48912

Roxleen LaCross

1004 N. Magnolia Ave., Lansing, MI 48912

Jody LaCross

1004 N. MAGNOLIA AVE, LANSING MI 48912

Thelene Lempa

1025 N Magnolia Ave., Lansing MI 48912

1

CITY OF LANSING ANNEXATION OF GROESBECK ISLAND ENDORSEMENT

SIGNATURE

ADDRESS

Kimberly S. Snellenberger 2402 Ridgeline Dr.

14

CITY OF LANSING ANNEXATION OF GROESBECK ISLAND ENDORSEMENT

SIGNATURE

ADDRESS

Christine R. Rosales CHRISTINE REAGEN ROSALES 1418 WEBER DR,
LANSING, MI 48912

Joseph Podday 1424 Weber Dr Lansing MI 48912

Susan Howell 1610 Springfield Ln. Lansing MI 48912

Cynthia K. Jar 1610 Springfield Lane Lansing MI 48912

97

CITY OF LANSING ANNEXATION OF GROESBECK ISLAND ENDORSEMENT

SIGNATURE

ADDRESS

- | | | |
|----|---------------------|---|
| 1. | Sarah Rockstad | 1616 Autumn Ln. |
| 2. | Neal Feldman | 1616 Autumn Ln 2405 Mark Ave |
| 3. | Ronda Baker | 2315 Mark Av. |
| 4. | Harlan G. Gillissen | 2406 Mark Ave. |
| 5. | Antoinette Feldman | 2405 Mark Ave |
| 6. | Sherrie Medved | 2412 Mark Ave. |
| 7. | John Rockstad | 1616 Autumn Ln. |

(13)
296-1085

CITY OF LANSING ANNEXATION OF GROESBECK ISLAND ENDORSEMENT

SIGNATURE

ADDRESS

Gean Gilbert

1712 Gay Lane

Jeffery Gilbert

1712 Gay Lane

Danief Schneider

2414 Lyman

x Carol Schneider

2414 Lyman Dr

X. F. Sell

2509 Lyman Dr

x Munn Calhoun

2516 Lyman Dr

DR. L. S.

2415 Lyman Dr

→ Anne Pairs

2415 Lyman Dr.

Adrienne Wilkerson

1718 Gay Lane

SB

1823 Gay Ln

Larry Ottner

1929 Gay Lane

Raymond Ottner

1929 Raymond Ottner
Gay Lane

x Ken En

2502 Lyman Dr

13

CITY OF LANSING ANNEXATION OF GROESBECK ISLAND ENDORSEMENT

LETTER SIGS
AUTUMN LANE

SIGNATURE

ADDRESS

Jane Deuling	1726 Autumn Lane
Karthik Sivakumar	1706 Autumn Ln
Kylash Sivakumar	1706 Autumn Ln
Robert Schneider	1721 Autumn Lane
Michael E. Manta	1721 Autumn Ln.
* -> Justin Gaster	1727 Autumn Ln.
Mike	1738 Autumn Ln
Donal A. Biebel	1802 Autumn Lane
Sally W. Blankenbryer	1802 Autumn Lane
Gerry Ward	1733 Autumn Lane
Peter S. F. F. F. F.	1828 Autumn Lane
Thomas E. F. F. F.	1828 Autumn Lane
John	1820 Autumn Lane

14

CITY OF LANSING ANNEXATION OF GROESBECK ISLAND ENDORSEMENT

SIGNATURE

ADDRESS

MaryAnn Saunders	1734 Gay Lane 48912
x Daniel A Reid	1705 Gay Lane 48912
x Robyn Reed	1705 Gay Lane 48912
x John DeMarco	1704 Gay Lane 48912
x Connie J Demasco	1704 Gay Lane 48912
x Janet Wright	1604 Gay Lane 48912
x J D Bunk	1620 GAY LANE 48912
x Kathryn Barrett	1620 Gay LN. 48912
x Mary Bennett	1574 Gay Ln 48912
x Daniel E. Kuch	2416 Groesbeck AVE 48912
x Jocelyn Davis	1815 Gay Lane Lans 48912
x Katherine Brent	1733 Gay Ln Lansing 48912
x Andrew Duent	1733 Gay Ln Lansing 48912
x John Williamson	1718 Gay Ln Lansing MI 48912

14

CITY OF LANSING ANNEXATION OF GROESBECK ISLAND ENDORSEMENT

SIGNATURE

ADDRESS

MAYOR Kathy Zurnak 1611 Springfield Lane, Lansing MI 48912

* Catherine M. Kueh 2416 Groesbeck Ave Lansing MI 48912

* Adam J. 2423 Ridgeline Dr Lansing, MI 48912

* Ashley Janson 2423 Ridgeline Dr Lansing MI 48912

* Vince Watson 2406 Groesbeck Ave Lansing, MI 48912

* Jan E. Jolley 1719 Mayhew Lansing MI 48912

* Reba Jane Torongo 2504 RIDGELINE, LANSING MI 48912

* Patricia Solom 1236 WEBB DRIVE, Lansing MI 48912

Brenda Legend 1808 Gay Ln Lansing MI 48912

Sam Cull 2508 Lyman Lansing, MI 48912

* James W. Dany 1619 Gay Lane Lansing Twp MI 48912

* Kathleen Wood 2422 Ridgeline Dr Lansing 48912

* Charles E. Cron 2505 Ridgeline Dr. Lansing MI 48912

* Jo Aulenburger 2505 Ridgeline Dr Lansing 48912

*



CITY OF LANSING ANNEXATION OF GROESBECK ISLAND ENDORSEMENT

SIGNATURE

ADDRESS

Maikson R. McKenzie 1230 Blake Ave Lansing 48912

Juanita E Magallon 1222 Blake Ave Lansing 48912

Guy Milton 1236 Blake Ave Lansing 48912

Deanna Croftchik 1236 Blake Ave Lansing 48912

Corannon Sibb 1230 Blake Ave. Lansing 48912

Teresa Brantley 1237 Blake Avenue, Lansing 48912

Kay Zink 1244 Blake Ave, Lansing MI 48912

Stacey Paul Smith 2724 Hopkins Ave, Lansing 48912

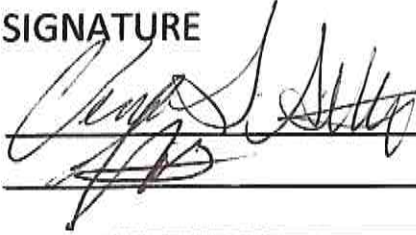
Judy Ballone 1623 Antler Lane Lansing MI 48912

8

CITY OF LANSING ANNEXATION OF GROESBECK ISLAND ENDORSEMENT

SIGNATURE

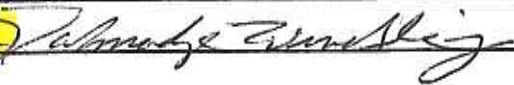
ADDRESS



2511 GAY LANE
2511 GAY LANE

Michelle Repreice

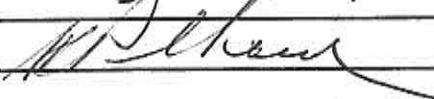
1504 Gay Ln



1504 Gay Ln

Cathy Bengemann

1715 SPRINGFIELD LN



1515 Gay Lane

Greg Kind

2508 Ridgeline Dr.

Vicki Hanel

1315 Weber Dr.

12
CITY OF LANSING ANNEXATION OF GROESBECK ISLAND ENDORSEMENT

SIGNATURE

ADDRESS

Frank Allgeier 1622 AUTUMN LANE

Margaret E. Allgeier 1622 Autumn LA 7/19/22

Susan M. Buck 1611 Autumn LN 7/19/22

Theresa H. Buck 1611 Autumn LN 7/19/22

* Membre Milosin 1415 N Foster Ave 7/19/22

Melinda Hieb 1415 N Foster Ave 7/19/22

Will 1403 N. Foster Ave 7/19/22

John A. Galt 1231B N. Foster Ave 7/19/22

* Dorothy 1523 N Foster

* Louis B. Brown 1119 N. Foster Ave

Marsha Gull 1520 Wood St. 7/20/22

Paul Gull 1520 WOOD ST. 7/20/22

Autumn Lane to Heights
MARK Ave (to Hayford)
Groesbeck Ave (from Aut LN to Hayford)

Heights Ave (from Aut. LN to Hayford)

Springfield

GAY LANE (to Tulane ? CULDA SA E ?)

Ridgeline (from GAULN to Hayford)

CYMAN (from GAY LA to Hayford)

HAYFORD (from Heights to Marguerite)

Magnolia (from Marguerite to Hopkins)

Hopkins (from Wood to Chester)

DOWNER (from G.R. to Hopkins)

Blake (from Woodruff to Hopkins)

Kimberly (Woodruff to Hopkins)

Weber (from Woodruff + MARK)

Foster (from GA to Weber)



RESOLUTION # _____

BY

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Michigan Charter Township Act provides for the elimination of free standing islands of township property completely surrounded by a city through annexation by methods contained in the Act, being MCL 42.34; and

WHEREAS, one such annexation method is through a procedure involving the State Boundary Commission and the Michigan Home Rule City Act under MCL 42.34(2); and

WHEREAS, an alternative method is provided under MCL 42.34(3) when the portion of township is contiguous on all sides by a city and the annexation is approved by a majority vote of the electors in that portion of the charter township; and

WHEREAS, the Mayor has received a written request signed by residents in an island area of Lansing Charter Township, which is completely surrounded by the City of Lansing, expressing the desire to be annexed to the City of Lansing; and

WHEREAS, the written request has been placed on file with the City Clerk; and

WHEREAS, the City of Lansing already supplies the subject land area with water, electric, and sanitary sewer utility services and is ready and capable of providing it with efficient and protective police and fire services, as well as solid waste disposal and recycling services; and

WHEREAS, a list of all parcels of property that are contained in the island area that is proposed to be annexed are attached to this Resolution; and

WHEREAS, the Mayor supports the annexation of the island area upon the majority vote of the electors in the area as provided in MCL 42.34(3); and

WHEREAS, the City Council concurs to the annexation of the island area into the City, subject to the majority vote of the electors in the area; and

WHEREAS, the statutory provision of MCL 42.34(3) does not require a petition to initiate the ballot proposal to effectuate the voting requirement nor does the statute mandate the affirmative method to cause a proposition to be placed on the ballot; and

WHEREAS, in acknowledgement of the fact that the subject township territory is a freestanding island of property completely surrounded by the City of Lansing and contiguous to the City on all sides, and in the further acknowledgement that the City has received a written request from township residents in the area that the island be annexed into the City.

NOW, THEREFORE, BE IT RESOLVED that the City finds and concludes that written request is a sufficient basis in law and fact for the City, by this resolution, to forward to the Ingham County Clerk the ballot proposal herein contained to place the ballot question of annexation before the island area voters in implementation and in compliance with MCL 42.34(3).

BE IT FURTHER RESOLVED that the City Council of the City of Lansing hereby forwards this resolution to the Ingham County Clerk to submit to the electors in the area of the Charter Township of Lansing (legally described below in the resolution) for the adoption or rejection at the election to be held on November 8, 2022, the following annexation proposal:

A PROPOSAL FOR THE ANNEXATION OF CERTAIN TERRITORY IN THE CHARTER
TOWNSHIP OF LANSING, INGHAM COUNTY, MICHIGAN TO THE CITY OF
LANSING, EATON AND INGHAM COUNTIES, MICHIGAN

Shall the following listed parcels and described land, which is an island surrounded by and contiguous to the City of Lansing on all sides, and generally described as the properties in the 1600-1800 blocks of Wood Street including adjacent right of ways be annexed from Lansing Charter Township to the City of Lansing, such that this land will thereafter be included within the jurisdiction of the City of Lansing?

Parcels to be annexed:

33-21-01-11-110-001 through 33-21-01-11-110-007

Legal description to be annexed:

The South 555 feet of the North 1097 feet of the West 205 feet of Section 11, Town 4 North, Range 2 West.

A "YES" VOTE MEANS THE PROPERTY WILL BE ANNEXED.

A "NO" VOTE MEANS THE PROPERTY WILL NOT BE ANNEXED.

BE IT FURTHER RESOLVED that the City Clerk transmit the ballot proposal to the Ingham County Clerk for inclusion in the November 8, 2022 ballot for the electors in the area described in the proposal.

BE IT FINALLY RESOLVED that upon the condition precedent of the majority vote being canvassed in the affirmative for the annexation to the City of Lansing of the described township island area, the annexation shall be effective December 31, 2022.

List of Parcels

33-21-01-11-110-001
33-21-01-11-110-002
33-21-01-11-110-003
33-21-01-11-110-004
33-21-01-11-110-005
33-21-01-11-110-006
33-21-01-11-110-007

From: elainedifi
To: [Clerk, City](mailto:elainedifi@gmail.com)
Subject: [EXTERNAL] Fwd: LBWL
Date: Tuesday, July 12, 2022 10:07:24 AM

----- Forwarded message -----

From: **Elaine Fischhoff** <elainedifi@gmail.com>
Date: Sun, Jul 10, 2022 at 10:31 PM
Subject: LBWL
To: <city.council@lansingmi.gov>

Below is my letter to the Lansing City Council regarding my objections to parts of the LBWL Board of Commissioners Rules of Administrative Procedure that I ask be the basis for the Council objecting to portions of the Rules as new limitations on the ability of the public to access information necessary to evaluate and provide public comment to the Board.

Elaine Dierwa Fischhoff

2536 Windbreak, Lansing, MI 48910
517-449-9713, ElaineDiFi@gmail.com

July 10, 2022

President Hussain and Council Members
124 W. Michigan Ave., 10th Floor
Lansing, MI. 48933

Re: Objections, in part, to the Lansing Board of Water and Light proposed Board Rules of Administrative Procedure

Dear President Hussain and Council Members:

The Lansing Board of Water and Light's proposed Board Rules of Administrative Procedure are **Item 25** on the **July 11, 2022 City Council Meeting Agenda**. According to the City Clerk's cover letter, the Lansing City Counsel may approval the Rules or object, in whole or in part, and return the Rules with a statement of objections and recommendations.

I believe the LBWL Board has approved language in its Rules that discourages, not encourages, public review and comment of its actions and policies. The Lansing City Council should exercise its power to object to that language. That is the premise supporting most of my proposed objections.

I respectfully request that the Council object in part to portions of the Rules for the reasons stated below. For clarity, the proposed Rule is quoted with LBWL's changes in boldface and deletions bracketed [], followed by a separate paragraph explaining each proposed change and my reasoning.

"1. MEETINGS

1.1 Regular Meetings

1.1.1 The **Lansing** Board of Water [and]/& Light (BWL) **Board of Commissioners (Board)** shall hold regular bi-monthly meetings on the fourth Tuesday

Page 1

of the month [in]/at the REO Depot, 1201 S. Washington Ave., Lansing, Michigan 48910 or at such other place as the Board shall determine, unless a regular meeting is rescheduled as provided herein."

I propose using acronym LBWL in this document, instead of BWL, to recognize that this institution continues to belong to the City of Lansing and its residents.

I also propose a provision allowing the Board to pass a resolution to meet via video-conferencing if allowed under State law. I further propose that any such resolution require providing a means for the public to "attend" and comment. We've experienced a pandemic that

made **video-conferencing** necessary. The Rules should explicitly provide for such action.

“ 1.5 Committee of the Whole Meetings

1.5.1 The Board may convene a Committee of the Whole upon call by the Vice Chair**person** or by any [two]/**four** (4) Voting Members of the Board.”

I propose objecting to doubling the number of Voting Members of the Board — let it **remain at two** instead of raising the bar to 50% of the whole Board. I’ve never heard that there has been any abuse of the existing rule. Doubling the number impedes consideration of some action that two Members might choose to propose. It would be a greater restraint on Board Member action without any justification, to my knowledge, other than the recommendation of the LBWL’s executive staff.

“2. NOTICE OF MEETINGS

2.1 Publication of Dates

A notice listing the dates of the regular **Board** meetings shall be published annually in a newspaper of general circulation in Ingham County, **Michigan** at least three (3) days prior to the time of the regularly scheduled meeting in January. . . .”

I propose requiring the dates of the regular Board meetings to be **posted electronically on the LBWL’s website**. The Internet has replaced printed newspapers for the most part. The Rules should recognize that.

Page 2

“4. OFFICIAL ACTION AT REGULAR OR SPECIAL MEETINGS

. . .

4.2. Resolutions

[formerly 4.3] The Board speaks through resolutions. A member of the Board may only speak on the Board’s behalf in accordance with its resolution. *See 19.2.3.*“ {News Media Regulations, italics in the original}

I propose adding a sentence here and/or in 19.2.3 explicitly recognizing **the right of any Board member to voice their personal opinions** on any matter related to the LBWL to avoid the perception that these Rules preclude such.

“10. AGENDA FOR REGULAR MEETINGS

. . .

10.1.2. Preparation of Agenda

An agenda shall be prepared by **the Board Chairperson with the assistance of the Corporate Secretary, in consultation with the Committee Chairperson and** the General Manager and made available for distribution [3 days preceding] **within 18 hours prior** to a regular or Special Meeting [for informational purposes only. However the agenda is subject to unilateral change by the General Manager before the meeting.]”

I propose retaining the 3 days notice requirement. The phrase “**within 18 hours**” is ridiculous as it means that the agenda need only be made available **18 HOURS OR LESS preceding the meeting**. Making it available 5 minutes before the meeting would conform to this provision but deprive the public of any meaningful opportunity to prepare and make comment at the meeting. LBWL should be increasing not decreasing its transparency. LBWL should be making easier, not more difficult, for the public to inform itself and comment on LBWL’s actions and policies. LBWL shouldn’t be allowed to make rules reducing public review.

For the same reasons, **I propose rejecting any suggestion that substituting the language “18 hours preceding a regular or Special meeting” be approved.** An 18 hour minimum preceding a meeting allows distribution to occur at 12:00 pm midnight the day before the meeting — with notice effectively becoming only 12 hours — assuming that someone gets up at 5:30 am, otherwise less — for the public to become

Page 3

aware of matters that will be considered and prepare any comment. LBWL should be increasing, not decreasing, its transparency. LBWL shouldn’t be allowed to make rules reducing public review.

I also propose requiring the Agenda to appear electronically on the LBWL website at least 3 days before the meeting to, again, increase LBWL’s transparency.

I also propose adding the requirement that any documents supporting the Agenda that will be provided to the Board, and thus become a document subject to a FOIA request, **accompany the Agenda** and also be required to be posted electronically on the LBWL website.

“10.5. Reports and Recommendations of the [Director and] General Manager

The [Director and] General Manager shall advise the Board [by mail] any Reports and Recommendations to be considered at

each regular meeting.”

I propose rejecting elimination of “by mail” as it permits the General Manager to provide his information and recommendation verbally to the Board. Without a document containing the information and recommendation, FOIA is not available. That decreases the public’s access to information that will be considered by the Board in its decision making.

I also propose that any of the General Manager’s Reports and Recommendations be reduced to written form and posted electronically on the LBWL website with the Agenda.

“12 PUBLIC HEARINGS

... .

12.3 Notice

Notice of the hearing will be placed in at least one (1) newspaper of general circulation in the Lansing, Michigan area, no less than fourteen (14) days before the public hearing. The notice shall state the date, time, place and subject of the hearing. Notice shall also be posted electronically on the [L]BWL’s website.”

Page 4

I propose adding a requirement that the Notice provide **a link to any information pertaining to the subject** of the hearing and also **be posted** electronically on the website.

Thank you for considering my proposals.

Sincerely yours,

Elaine Dierwa Fischhoff

cc: Board of Commissioners for the Lansing Board of Water and Light (LBWL)

LEAT (Lansing Environmental Action Team) c/o Chair Randy Dykhuis

LWV Lansing Area, Environmental Advocacy Group c/o Chair Ellen Link

City Pulse

Lansing State Journal

Jackson, Brian

Subject: FW: [EXTERNAL] Comments for July 25
Attachments: Revised Guaranteed Basic Income Dw app.pdf

From: Rachel E <eldridge.rachel.m@gmail.com>
Sent: Thursday, July 21, 2022 8:49 PM
To: City Council <City.Council@lansingmi.gov>
Cc: Paxton, Amber <Amber.Paxton@lansingmi.gov>
Subject: [EXTERNAL] Comments for July 25

Hello, I would like this message and the attachment included in the city council meeting packet for July 25 please.

My name is Rachel Eldridge and I live in Lansing's 4th ward. I attended the July 11 Committee of the Whole meeting and gave public comment asking the committee to vote no on the American Rescue Plan Act budget resolution and work with the mayor to fund the proposed guaranteed income pilot. Many other community members spoke that night, asking for a no vote and urging the council to work with the mayor to fund various community initiatives. A theme became clear: the proposed American Rescue Plan Act budget primarily shores up the city budget and does little to provide direct assistance to households or community organizations.

At Committee of the Whole, Council Member Spadafore and others explained the process that brought us to the current proposed spending plan and emphasized that the Mayor's administration played a major role. While it is helpful to understand the process, I am more concerned about the outcome. It was clear that night that many constituents feel this budget does not do enough to provide direct assistance, and we are respectfully asking the council to go back to the drawing board. I believe a better balance can be achieved between the administrative needs of the city and the needs of the community.

Regarding the guaranteed income pilot, I have attached an analysis from the Detroit City Council legislative policy division. The analysis explores whether such a pilot is an appropriate and allowable use of ARPA funds, and concludes that it is.

Thank you,
Rachel Eldridge

David Whitaker, Esq.
Director
Irvin Corley, Jr.
Executive Policy Manager
Marcell R. Todd, Jr.
Director, City Planning Commission
Janese Chapman
Director, Historic Designation
Advisory Board

John Alexander
Megha Bamola
LaKisha Barclift, Esq.
Nur Barre
Paige Blessman
M. Rory Bolger, Ph.D., FAICP
Christopher Gulock, AICP

City of Detroit
CITY COUNCIL
LEGISLATIVE POLICY DIVISION
208 Coleman A. Young Municipal Center
Detroit, Michigan 48226
Phone: (313) 224-4946 Fax: (313) 224-4336

Derrick Headd
Marcel Hurt, Esq.
Kimani Jeffrey
Edward King
Jamie Murphy
Kim Newby
Analine Powers, Ph.D.
Laurie Anne Sabatini
Rebecca Savage
Ryan Schumaker
Sabrina Shockley
Renee Short
Dr. Sheryl Theriot
Thomas Stephens, Esq.
Theresa Thomas
Ashley A. Wilson

TO: The Honorable City Council

FROM: David Whitaker, Director
Legislative Policy Division Staff

DATE: February 7, 2022

RE: **Guaranteed Basic Income**

City Council Member Coleman A. Young, II has requested the Legislative Policy Division (LPD) to produce a report on Guaranteed Basic Income and provide information from cities that currently have pilot programs underway.

Guaranteed Basic Income is not a new idea. In fact, it has long been discussed in academic circles and is said to have been championed by the likes of Dr. Martin Luther King Jr. as a proponent of the concept of Guaranteed income, Dr. King stated, "I am now convinced that the simplest approach will prove to be most effective--- the solution to poverty is to abolish it directly by a now widely discussed measure: the guaranteed income." Dr. King viewed this as way to directly attack poverty and to create a path toward greater economic security.

In the United States, the state of Alaska has had a guaranteed income program since 1982, the Alaska program is said to be one of the first examples of guaranteed basic income in the United States. An amendment to the Alaska state constitution created The Alaska Permanent Fund. Dividends from this fund sustained by revenues from the oil industry provides an average payout of \$1600 per year to all residents of Alaska. Currently the total fund is valued at over eighty billion dollars.

The most well-known of the newly instituted pilots originated in Stockton California. In 2019, the Mayor of Stockton, California, Michael Tubbs, announced the first mayoral led guaranteed income pilot, the Stockton Economic Empowerment Demonstration or (SEED). Operating from the donation of \$3 million, (SEED) provided 125 families with \$500 per month for 2 years.

Stockton's pilot program was evaluated by a team of independent researchers, Dr. Stacia West of the University of Tennessee and Dr. Amy Castro Baker of the University of Pennsylvania and funded by the Evidence for Action Program at the Robert Wood Johnson Foundation. Some of the key findings included:

- Guaranteed income reduced income volatility, or the month-to-month income fluctuations that households face.
- Unconditional cash enabled recipients to find full-time employment.
- Recipients of guaranteed income were healthier, showing less depression and anxiety and enhanced wellbeing.
- The guaranteed income alleviated financial scarcity creating new opportunities for self-determination, choice, goal-setting, and risk-taking.

Prior to losing his bid for reelection, former Mayor Tubbs founded a group called Mayors for a Guaranteed Income. The coalition now includes forty mayors advocating for direct, recurring cash payments in cities. A number of pilot programs are already in the works or in place in cities throughout the country. Member cities can apply for up to \$500,000 in funding for pilot programs, from a fifteen-million-dollar donation from Twitter CEO Jack Dorsey.

Guaranteed Basic Income pilots differ from one city to another. Eligibility requirements pertaining to the level of poverty a family must experience to be eligible to receive funds in some instances, are determined by using federal poverty data, while others use a median local income. As one municipality might choose a random pool of eligible applicants from historically impoverished zip codes and census tracts, another city might target individuals belonging to a specific underserved segment of the community.

The amount of available funding tends to dictate the size of the pool of recipients, duration, and number of payments. However, the duration of the payments to individuals and families seem to fall between one and two years.

Most municipalities choose to form taskforces to study the concept prior to instituting the pilot program. Once the program is defined, the city would create a department or develop a partnership with a nonprofit and/or academic institution to oversee and monitor the progress and results of the pilot.

The following summary contains details on Guaranteed Income programs that are currently active or are in the works around the country. Some of the programs are funded by philanthropic contributions, while other communities plan to use American Rescue Plan Act (ARPA) funding, or a combination of the two. For the purposes of this report, let us assume that if the government proposes to utilize ARPA dollars, this will require a budget action supported by the Mayor and Council. On the other hand, if private funding is used it could require a different action such as, creation of a non-profit entity, an approved resolution, or memorandum of understanding.

Los Angeles:

Funding: ARPA

The Mayor and City Council established the Community Investment for Families Department (CIFD) to oversee the program. The Mayor and Council pledged a total of \$35 million for the pilot with \$24 million in public funds. The Big Leap as it is called, (Los Angeles Economic

Assistant Pilot) plans to provide three hundred families with one thousand per month for twelve months

Los Angeles has partnered with Center of Guaranteed Income Research at the University of Pennsylvania to evaluate the program.

Recipients must be over eighteen years of age, be a resident of the city, demonstrate an income level at or below the federal poverty level, have one dependent child or be pregnant, and must experience medical or financial hardship due to the pandemic.

Oakland

Funding: Philanthropic

Oakland's pilot is a philanthropically funded endeavor, using no taxpayers' funds. A Mayor initiated program run by Oakland Resilient Families, it pledges six hundred families \$500 per month for eighteen months.

Most of the funding comes from "Blue Meridian Partners" a philanthropic partner that has raised \$6.75 million. The Oakland pilot was first advertised as designed to assist only Black Indigenous and People of Color (BIPOC) but after some public discussion, later was changed to be open to all applicants. However, the recipients will be equally selected from two designated geographic boundaries east Oakland, and the rest of the city.

To be eligible, three hundred recipients must be 50% below the city median income and the remaining three hundred recipients must be at or below 138% of the federal poverty level.

Sacramento:

Funding: Philanthropic/United Way

The Sacramento pilot, The Direct Investment Program in Sacramento (DIPS) is funded by the United Way. It serves one hundred families providing three hundred dollars per month for two years. To qualify, families must be at or below 150% of the California poverty measure.

Pittsburgh:

Funding: ARPA

The City of Pittsburgh program was a Mayor with Council initiative, ACE. (Assured Cash Experiment) The pilot is funded by American Rescue Plan Act funds. A nonprofit by the name of OnePHG was created to oversee the project. The City of Pittsburgh plans to target African American women by providing \$500 per month for two years to one hundred African American women, and one hundred random families selected from five low-income zip codes. To be eligible recipients must be at or below 50% of the area median poverty level.

Newark:

Funding: Public/Private

In his 2019 State of the City Address, Mayor Ras Baraka, spoke of creating a task force made up of policy, community, government, financial organizations, foundations, corporate, academic, and technical partners to study the concept of Guaranteed Income.

After receiving over two million dollars from donors, they pledged to concentrate on Housing insecurity. Starting with thirty families eventually moving to four hundred families giving each family \$6000 per year for two years. The mayor has stated that the goal is to have a city entity run it that has expertise in housing. “The goal is to add to the existing body of research on how to best structure an unconditional cash policy on the state and federal level, not to create a city - funded program.”

To be eligible, one must be a resident at least 18 years of age, have an income at or below 200% of the federal poverty line and be adversely affected by the pandemic

Chicago:

Funding: ARPA

First presented by Alderman Gilbert Villegas from the (36th Ward), Mayor’s Lightfoot’s 2022 approved budget included thirty-one and one half million dollars to fund a pilot program providing five thousand families with a monthly stipend of \$500 for one year, utilizing funds from the American Rescue Plan Act.

As originally proposed, to be eligible one must be enrolled in a Chicago City College themselves or have a dependent attending Chicago public school, have suffered effects of the pandemic and be at or below three hundred percent of the federal poverty level. However, Chicago is in the process of finalizing the actual eligibility requirements.

Ann Arbor:

Funding: ARPA

The Ann Arbor City Council approved \$2.3 million in ARPA funding to provide one hundred households with five hundred dollars each month for three years. The eligibility requirements are still being developed.

Minneapolis:

Funding: ARPA

The City of Minneapolis will give \$200 per month for two years utilizing ARPA funds. To be eligible recipients must earn 50% below the area median income, living in one of nine zip codes and have suffer effects from the pandemic. The Federal Reserve Bank of Minneapolis is partnering to evaluate the program after one year.

Currently the general criticisms of Guaranteed Basic Income programs are that the country and its municipalities cannot afford the cost of such programs and programs of this nature contribute to laziness and remove motivation to acquire skills and training that would allow people to get out of poverty. Additionally, critics say people will take steps to stay under to income requirements and that these programs are especially susceptible to fraud and waste.

There are at least forty municipalities engaged in discussions for pilot programs and twenty-two pilots underway, with most of the efforts proposing the use of ARPA funds. Philanthropic funding or ARPA funding seem to be viable options if the City moves forward with developing a pilot project.

The City of Detroit has demonstrated success in raising funds through private partnerships, in addition to receiving a sizable amount of money through ARPA. Although there are certain

restrictions on the use of ARPA funds, the City should be able to be creative when designing the program so that the use of ARPA funds will be a proper source of funding. The City has agreed to fifteen categories of expenditure for ARPA funds. For example, the City of Detroit has allocations authorized both for housing and intergenerational poverty. Theoretically, a guaranteed income program could be developed to touch either or both categories. However, the use of general funds for this program could possibly be prohibited.

Other than funding, a major consideration in a city where over 30% percent of the residents live at or below the poverty level, is how will the recipients be selected. There are technically hundreds of thousands of people living at or under the poverty level in our city. The possibility of negative public perception of the program could be an issue when individuals are chosen for the stipend and other similarly situated families or individuals are not.

However, the ability to identify and direct resources to specific targeted pools of applicants seems to be a liberty that is being exercised by a number of cities conducting pilots. Newark targeted its program toward those suffering housing insecurity. While Pittsburgh's is primarily geared toward African American Women, and Oakland's pilot targeted Black Indigenous and people of color (BIPOC). Other communities are also considering guaranteed income pilots that target juvenile offenders and returning citizens. If the City chooses to move forward with a project, it will be important that the City partner with an academic institution to study the progress and results of the project.

Further, it will be necessary for the City to decide as to the ultimate purpose of the pilot. Is its purpose to provide an ongoing annual stipend to qualified individuals and families? Is the purpose of the program to serve as an example to state and federal government that program like this uplift families and it does not make persons reluctant to seek employment but supplements basic needs and allows for growth? This message should be clear if the city does not wish to create an expectation of the stipends becoming a reoccurring event after the initial pilot.

If we can be of further assistance, please call upon us.



STATE OF MICHIGAN

GRETCHEN WHITMER
GOVERNOR

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

ORLENE HAWKS
DIRECTOR

Thursday, July 21, 2022

Michael Brown
C/O GG Holding Co., LLC
mbrown@cebhlaw.com

RID # RQ-2205-04499 **Reference/Transaction:** TRANSFER LOCATION OF ESCROWED 2021 CLASS C LICENSED BUSINESS FROM 501-503-505 E SHIAWASSEE ST, LANSING TO 3131 E MICHIGAN AVENUE, LANSING; NEW SDM LICENSE ISSUED UNDER MCL 436.1533(5)(a), NON-TRANSFERABLE, IN CONJUNCTION; NEW SUNDAY SALES PERMIT (AM); NEW SUNDAY SALES PERMIT (PM) FOR CLASS C LICENSE – SPIRITS AND MIXED SPIRIT DRINK; CONDITIONAL LICENSE

Please let this letter serve as notice the Michigan Liquor Control Commission has referred your application to our Enforcement Division for investigation of your request.

Applicant/Licensee: GG Holding Co., LCC

Business address and phone number: 3131 E. Michigan Ave. Lansing, MI 48912

Home address and phone number of partner(s)/subordinates:

Patrick Gillespie 330 Marshall St., Ste. 100, Lansing, MI 48912 office: (517) 333-4123
Infantry, Inc. 330 Marshall St., Ste. 100, Lansing, MI 48912

As part of the licensing process, an investigation is required by the Michigan Liquor Control Commission Enforcement Division. The Enforcement investigation will be conducted from the following designated District Office:

Lansing District Office (517) 284-6330

You may contact your designated District Office regarding any appointments or questions on documentation requested by the Investigator. **Failure to provide requested information or to keep scheduled appointments will cause the application to be returned to the Lansing office for cancellation.**

Since this request is a transfer under MCL 436.1529(1), approval of the local unit of government is not required. However, a copy of this notice is also being provided to **Local Governmental Unit** should they wish to submit an opinion on the application or advise of any local non-compliance issues.

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. The licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcoholic liquor. Approval of this license by the Michigan Liquor Control Commission does not waive any of these requirements.

MICHIGAN LIQUOR CONTROL COMMISSION
Retail Licensing Division
(866) 813-0011
AS

cc: Lansing City (city.clerk@lansingmi.gov)
GG Holding Co., LLC (pgillespie@gillespie-group.com)

MICHIGAN LIQUOR CONTROL COMMISSION
PAT GAGLIARDI, CHAIR
525 W. Allegan St. • P.O. BOX 30005 • LANSING, MICHIGAN 48909
www.michigan.gov/lcc • 866-813-0011



OFFICE OF THE CITY ATTORNEY



MEMORANDUM

To: CHRIS SWOPE, Clerks Office
From: VENUS KUMAR, Paralegal
Subject: SPECIAL ASSESSMENTS CLAIM; Mark Quinn
Date of Incident: April 26, 2022
Date: July 20, 2022

Attached is a Claim Form received by this office from **Mark Quinn** for \$9,440.00 due to a Trash violation notice at 735 Chicago Ave.

This claim is being referred to Committee on City Operations for consideration on the City Council's agenda because this claim exceeds \$2,500.00.

Thank you for your assistance.

/vmk
Attachments

RECEIVED JUL 18 2022

DATE: 7/12/2022

1910

PPN: 33-01-01-08-482-211
DATE SUBMITTED: 5/19/2022
ADDRESS OF VIOLATION: 735 Chicago Avenue Lansing, MI 48915
LISTED TAXPAYER OF RECORD: Quinn, Mark Christopher
OTHER TAXPAYER OF RECORD:
CLAIMANT: Quinn, Mark
CLAIMANT'S ADDRESS: 735 Chicago Avenue
Lansing, MI 48915

TYPE OF ACTIONS CONTESTED: Trash Removal
VIOLATION DATE: 3/30/2022
NOTIFICATION DATE: 3/30/2022
2ND NOTICE ASSESSMENT DATE:
AMOUNT OF ASSESSMENT: \$9,440.00
CONTRACTOR NAME - INVOICE NO. - DATE: Crutcher 22-T097 4/19/2022
AMOUNT OF CLAIM: \$9,440.00

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

HISTORY:	Trash Violation 1/14/2022	Trash Violation 3/30/2022
----------	---------------------------------	---------------------------------

CITATIONS IN PREVIOUS YEAR:

CLAIMANT'S CIRCUMSTANCES: See Attached

CODE OFFICER'S NOTES: The above property was cited for a trash violation that was on going from the original notification on 1/14/2022. The trash violation from 1/14/2022 was complied on 2/22/2022 due to weather the trash contractor would not have been able to remove all the debris as some of the violations were frozen to the ground. The property was cited again on 3/30/2022 as the violations remained and the contractor was again able to remove the violations. The claimant is stating that he was given an extension on the property there were no extensions given on this violation. The owners of the property were given 2 extensions on the 1/14/2022 violations and were told that all items needed to be removed by 2/18/2022. Pictures indicate proper actions were taken by this office and the contractor therefore we recommend denial of the claim.



RECEIVED MAY 19 2022

City of Lansing

OFFICE OF THE CITY ATTORNEY

1910

Claims Review Committee Form

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

NAME: Mark Quinn DATE: May 19, 2022
MAILING ADDRESS: 735 Chicago Avenue EMAIL: justinneed007@gmail.com
CITY: Lansing STATE: Mi ZIP CODE: 48915
TELEPHONE: Home () 517-316-6256 Work () _____

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

ADDRESS: 735 Chicago Avenue, Lansing, MI 48915 PARCEL NO. _____
DATE OF INCIDENT: April 26, 2022 AMOUNT YOU WERE BILLED: \$9,440.00
TOTAL AMOUNT YOU ARE CONTESTING: \$9,440.00
TYPE OF ASSESMENT: Trash Code Compliance Invoice #00198095 / Record # 822-02196

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

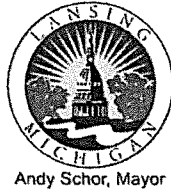
On 4/26/2022, during a time when I was hospitalized for medical care, City had contractors at my property without my knowledge or permission to enter my property. From April 19-29, 2022, I was not at home as I was seeking medical treatment. The City contractors removed items from inside my shed, inside two trailers used to haul items and removed valuable items such as tools needed for me to have an income. Then I received a bill for \$9,440.00. I do not have steady work at this time, and without my tools, I am unable to have consistent income. This is unreasonable. I never recieved a warning or a period of time to try to resolve this myself.

Sincerely,

Mark C. Quinn

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

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



ECONOMIC DEVELOPMENT & PLANNING
CODE ENFORCEMENT OFFICE

22-T097

5/4/2022-OWNER CALLED SAID HE WAS IN THE PROCESS OF CLEANING THE PROPERTY WE TOOK ALL HIS VALUABLES HE ALSO STATE HE WAS GIVEN AN EXTENSION WHICH I DONT SEE HE SAID HE WAS IN THE HOSPITAL/I DO SEE ON THE PREVIOUS VIOLATION HE WAS GIVEN MORE TIME IT WAS DBO'D DUE TO WEATHER AND THEN IT WAS REWRITTEN DUE TO THE LARGE AMOUNT OF DEBRIS STILL LEFT ON THE PROPERTY AND PROGRESS HAD STOPPED I TRANSFERRED HIM TO THE CITY ATTORNEY HE WAS TALKING SO FAST



Andy Schor, Mayor

Economic Development & Planning Code Enforcement Office

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

TRASH AND DEBRIS CORRECTION NOTICE

Occupant
735 CHICAGO AVE
LANSING, MI 48915

Violation Date: 03/30/2022
Violation Location: 735 CHICAGO AVE
Parcel No: 33-01-01-08-482-211
Compliance Due Date: April 06, 2022

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

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

INSPECTOR COMMENTS: The backyard needs to be emptied by compliance due date please.

Violation: Garbage

Violation: Trash found in bags/boxes/barrels

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

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

Code Officer: Karac Brown (517) 702 4750 Karac.Brown@lansingmi.gov

"Equal Opportunity Employer"

Taxpayer's Copy



Andy Schor, Mayor

Economic Development & Planning Code Enforcement Office

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

TRASH AND DEBRIS CORRECTION NOTICE

QUINN MARK CHRISTOPHER
735 CHICAGO AVE
LANSING, MI 48915

Violation Date: 03/30/2022
Violation Location: 735 CHICAGO AVE
Parcel No: 33-01-01-08-482-211
Compliance Due Date: April 06, 2022

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Code Officer: Karac Brown (517) 702 4750 Karac.Brown@lansingmi.gov

"Equal Opportunity Employer"

Taxpayer's Copy



Andy Schor, Mayor

Economic Development & Planning Code Enforcement Office

316 N. Capitol, Ste C-1, Lansing, MI 48933-1238

(517) 483-4361 FAX (517) 377-0100

Trash Authorization Form

Submitted to: Eric Crutcher on 04/07/2022

TAXPAYER: QUINN MARK CHRISTOPHER, 735 CHICAGO AVE LANSING, MI 48915

Location of Work:

Enf Num: E22-02196

Address: 735 CHICAGO AVE

Lot No:

Description:

Parcel No: 33-01-01-08-482-211

Remove Trash and Debris

Work Authorized:

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

INSPECTOR COMMENTS: The backyard needs to be emptied by compliance due date please.

Violation: Garbage

Violation: Trash found in bags/boxes/barrels

PLUS ANY OTHER INCIDENTAL TRASH / DEBRIS ON THE PROPERTY

Authorized Time required to complete work: 8

Authorized Cubic Yards: 40

Warning Comment:

Alley Access to backyard

This action is authorized by the Manager of Code Compliance



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

Nuisance Fee Billing Statement

Date Created: 04/26/2022
 Due Date: 05/26/2022
 Pay Invoice In Full



QUINN MARK CHRISTOPHER
 735 CHICAGO AVE
 LANSING MI 48915

Inv Number: 00198095
 Parcel: 33-01-01-08-482-211
 Address: 735 CHICAGO AVE

Parcel: 33-01-01-08-482-211

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00198095		E22-02196	735 CHICAGO AVE	\$9,440.00
Fee Details:				Balance
Quantity	Description			
1.000	Trash - Admin Fee			\$ 265.00
9175.000	Trash - Contractor Charge			\$ 9,175.00
Total Amount Due				\$ 9,440.00

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

Payment Information:

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

Appeals Process:

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

Other Information:

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

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

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

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

INVOICE

BILL TO

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

INVOICE # 5120
DATE 04/24/2022

PROPERTY ADDRESS
735 chicago AVE

PARCEL NUMBER
33-01-01-08-482-211

DESCRIPTION	QTY	RATE	AMOUNT
city:1hour 3 yards first hour and 3 cubic yards	1	225.00	225.00
city:add hours any hours after 1	24	200.00	4,800.00
city:add cy any after 3	50	34.00	1,700.00
city:class 2 construction material after 3	50	40.00	2,000.00
city:appliance freon removal	3	50.00	150.00
city:tire tire removal	12	25.00	300.00
4/19/22			
108 yards			
karac brown			

BALANCE DUE

\$9,175.00

























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Topic(s) to be addressed budget/ councils / LHC

Name (print) Shannon Norris E-Mail (optional) _____

Address (street, city, zip) 2511 Eaton Rd

Company or organization represented, etc. (if applicable) _____

Signature Shannon Norris

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Topic(s) to be addressed Equity in RFP Process

Name (print) Jerry Morris E-Mail (optional) jerry@thefledge.com

Address (street, city, zip) 2511 Ecton 48910

Company or organization represented, etc. (if applicable) The Fledge

Signature [Handwritten Signature]

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Topic(s) to be addressed Accessibility

Name (print) Kelsey Hudson E-Mail (optional) _____

Address (street, city, zip) 212 Allen Apt 2 48912

Company or organization represented, etc. (if applicable) _____

Signature Kelsey Hudson

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Topic(s) to be addressed Brownfield Meeting / Council tonight

Name (print) Kyle Richard E-Mail (optional) 517kyle@gmail.com

Address (street, city, zip) 916 West St

Company or organization represented, etc. (if applicable) _____

Signature Kyle Richard

- Public speakers will be called by the City Clerk. When the City Clerk recognizes you, please proceed to the speaker's podium and speak directly and clearly into the microphone. Do not touch the microphone.
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Topic(s) to be addressed CROESBEECH ANNEX

Name (print) ROBERT RUICH E-Mail (optional) _____

Address (street, city, zip) 2209 TULANE DR

Company or organization represented, etc. (if applicable) _____

Signature [Handwritten Signature]

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Topic(s) to be addressed City Related Matter

Name (print) Yody Washington E-Mail (optional) frankjody@comcast.net

Address (street, city, zip) Lansing MI

Company or organization represented, etc. (if applicable) _____

Signature Yody Washington

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\\lansing.local\Group_Storage\Dept\Clerk_Staff\City Council\Public Comment Sign Up\Public Comment Card City Matters - Yellow.doc

- yellow -

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Public Comment on Legislative Matters Registration

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*Legislative matters consist of the following items on the agenda: **public hearings, resolutions, ordinances for introduction, and ordinances for passage.** The public may comment for up to three minutes*.*

Agenda Item Number(s) Public Comment Item Description LHE + HUD suggestion
Name (print) Norma Bauer E-Mail (optional) activeadvocate@gmail.com
Address (street, city, zip) 205 E Tower Rd LANSING 48910-6697
Company or organization represented, etc. (if applicable) Carxpayle
Signature Norma J. Bauer

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Topic(s) to be addressed Ecology / invasive species in Lansing

Name (print) Abby Deneau E-Mail (optional) _____

Address (street, city, zip) 432 N. Clemens Ave Lansing

Company or organization represented, etc. (if applicable) _____

Signature Amy Deneau

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Topic(s) to be addressed 175 M Bond & muse

Name (print) Loretta Janaway E-Mail (optional) so3wop@aol.com

Address (street, city, zip) 546 Ambrose Rd

Company or organization represented, etc. (if applicable) _____

Signature J. Janaway

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Topic(s) to be addressed Abortion rights, general city govt structure

Name (print) Ross Fisher E-Mail (optional) _____

Address (street, city, zip) 215 Horton St

Company or organization represented, etc. (if applicable) _____

Signature 

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Topic(s) to be addressed Juvenile Justice Millage

Name (print) Scott LeRoy E-Mail (optional) SLRoy@Ingham.org

Address (street, city, zip) 303

Company or organization represented, etc. (if applicable) 30th Circuit Ct. - Juv Div

Signature [Handwritten Signature]

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Topic(s) to be addressed Housing

Name (print) Charla Burnett E-Mail (optional) _____

Address (street, city, zip) 328 Regent St

Company or organization represented, etc. (if applicable) _____

Signature Charla Burnett

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Thank you for your involvement and interest in our City,
Chris Swope, Lansing City Clerk, MiPMC / MMC

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Public Comment on City Government Matters Registration

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Topic(s) to be addressed Gov reform

Name (print) BRUCE SCOTT E-Mail (optional) BRUCE.SCOTT.01@YAHOO.COM

Address (street, city, zip) 15270 Red Tail Dr APT 11

Company or organization represented, etc. (if applicable) W.H.I. Lansing Unique Moments

Signature [Handwritten Signature]

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Topic(s) to be addressed ELECTION 2022

Name (print) LARRY HUTCHINSON E-Mail (optional) HUTCH@COUNCIL0416.COM

Address (street, city, zip) 1310 N. CHESTNUT ST. LANSING, MICHIGAN 48906

Company or organization represented, etc. (if applicable) GREEN PARTY

Signature [Signature]

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Topic(s) to be addressed _____

Name (print) Michael Lynn Jr E-Mail (optional) _____

Address (street, city, zip) 3200 S Cedar St

Company or organization represented, etc. (if applicable) _____

Signature [Handwritten Signature]

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Topic(s) to be addressed Housing
Name (print) Linda Appleby E-Mail (optional) _____
Address (street, city, zip) 4010 Spaulding
Company or organization represented, etc. (if applicable) Myself
Signature Linda Appleby

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Topic(s) to be addressed Anything!

Name (print) Janet S. Swope E-Mail (optional) _____

Address (street, city, zip) 3120 Turner St Apt C Lansing, MI 48901

Company or organization represented, etc. (if applicable) _____

Signature [Signature]

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Topic(s) to be addressed ARPA funds, calc compliance, transparency

Name (print) William Lawrence E-Mail (optional) lawrence.will@gmail.com

Address (street, city, zip) 731 W. Genesee St. Lansing MI 48915

Company or organization represented, etc. (if applicable) _____

Signature William Lawrence

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AFFIDAVIT OF PUBLICATION

I, Lee Purdy, am a resident of Lansing, County of Ingham, State of Michigan, and do hereby certify, swear or affirm, that I am competent to give the following declaration based on my personal knowledge, unless otherwise stated, and that the following facts are true and correct to the best of my knowledge: That the attached advertisement - CP#22-155 – Summary of Adopted Ordinance #1303 – Lansing City Clerk - appeared Wednesday, July 20, 2022 and that City Pulse satisfies the requirements of 1963 PA 247 MCL 691.1051.b

WITNESS my signature this 20th day of July 2022



Signature of Declarer

State of Michigan
County of Ingham

This instrument was acknowledged before me on July 20, 2022

By Lee Purdy



Suzi Smith, Notary Public

My commission expires February 26, 2026

AFFIDAVIT OF PUBLICATION

I, Lee Purdy, am a resident of Lansing, County of Ingham, State of Michigan, and do hereby certify, swear or affirm, that I am competent to give the following declaration based on my personal knowledge, unless otherwise stated, and that the following facts are true and correct to the best of my knowledge: That the attached advertisement - CP#22-154 – Summary of Adopted Ordinance #1302 – Lansing City Clerk - appeared Wednesday, July 20, 2022 and that City Pulse satisfies the requirements of 1963 PA 247 MCL 691.1051.b

WITNESS my signature this 20th day of July 2022

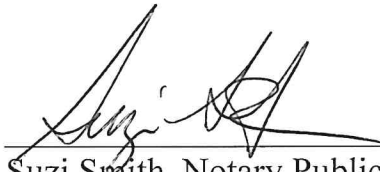


Signature of Declarer

State of Michigan
County of Ingham

This instrument was acknowledged before me on July 20, 2022

By Lee Purdy



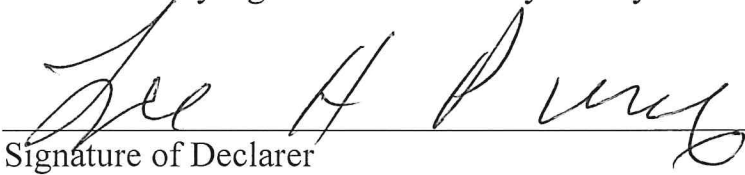
Suzi Smith, Notary Public

My commission expires February 26, 2026

AFFIDAVIT OF PUBLICATION

I, Lee Purdy, am a resident of Lansing, County of Ingham, State of Michigan, and do hereby certify, swear or affirm, that I am competent to give the following declaration based on my personal knowledge, unless otherwise stated, and that the following facts are true and correct to the best of my knowledge: That the attached advertisement - CP#22-156 – Notice of Public Hearing for Michigan Community Development Block Grant Funding for Downtown Lansing Inc. – Lansing City Clerk - appeared Wednesday, July 20, 2022 and that City Pulse satisfies the requirements of 1963 PA 247 MCL 691.1051.b

WITNESS my signature this 20th day of July 2022



Signature of Declarer

State of Michigan
County of Ingham

This instrument was acknowledged before me on July 20, 2022

By Lee Purdy



Suzi Smith, Notary Public

My commission expires February 26, 2026

PUBLIC NOTICE OF CAPITAL AREA TRANSPORTATION AUTHORITY'S PROPOSED FISCAL 2023 PROGRAM OF PROJECTS & HEARING ON ITS PROPOSED FISCAL 2023 BUDGET

Transportation Authority hereby provides notice to the public and to private entities of the proposed fiscal 2023 program of projects and public hearing on its fiscal

2023 program of projects follows:

PROGRAM OF PROJECTS CAPITAL

Section 5307 Formula Funding

Item	Federal Share	Total Grant Budget
10-foot Replacement	\$ 4,538,048	\$ 5,672,560
Vehicle Replacement	\$ 381,766	\$ 477,207
(Admin, Maintenance, Storage)	\$ 104,848	\$ 131,060
Improvements (CTC/CAMG)	\$ 104,848	\$ 131,060
E Design (CTC/CAMG)	\$ 20,000	\$ 25,000
(Admin, Maintenance, Storage)	\$ 20,000	\$ 25,000
Enhancements - Shelters	\$ 145,837	\$ 182,296
- Ped. Access/Walkways/Concrete	\$ 140,976	\$ 176,220
Enhancements - & E Design	\$ 19,445	\$ 24,306
Enhancements - Signage	\$ 29,167	\$ 36,459
Replace Parts	\$ 122,400	\$ 153,000
Hardware	\$ 359,652	\$ 449,565
Software	\$ 359,652	\$ 449,565
Security - Equipment	\$ 38,258	\$ 47,822
Security Equipment	\$ 145,656	\$ 182,070
Vehicle Replacement	\$ 81,600	\$ 102,000
Preventive Maintenance	\$ 915,552	\$ 1,144,440
Planning	\$ 20,808	\$ 26,010
Consultant Services	\$ 24,000	\$ 30,000
Party Contract	\$ 60,000	\$ 75,000
Total	\$ 7,632,511	\$ 9,540,639

Section 5339 Bus and Bus Facilities Funding

Item	Federal Share	Total Grant Budget
10-foot Replacement	\$ 816,643	\$ 1,020,804
Total	\$ 816,643	\$ 1,020,804

Congestion Mitigation and Air Quality (CMAQ) Funding

Item	Federal Share	Total Grant Budget
Match (20% Match)	\$ 100,000	\$ 125,000
Total	\$ 100,000	\$ 125,000

Section 5310 Funding Request

Item	Federal Share	Total Grant Budget
Match (50% Local Match)	\$ 137,680	\$ 275,360
Transit Buses (20% Match)	\$ 168,275	\$ 210,344
Total	\$ 305,955	\$ 485,704

Section 5307 and Other*	\$ 1,695,996
	\$ 16,026,396
	\$ 24,463,000
	\$ 6,209,765
RP Revenue	\$ 12,000,000
	\$ 60,395,157
Total	\$ 71,567,304

Program of projects will constitute the final program of projects if approved. Additional details on the proposed fiscal 2023 program of projects and proposed fiscal 2023 budget are available for public inspection at Capital Area Building, 4615 Tranter St., Lansing, MI 48910.

Public hearing on its proposed fiscal 2023 budget Wednesday, Aug. 17, 2022, at the former Sears building in Frandor Mall, located at 3131 East Michigan, Mich.

Millage rate proposed to be levied to support the proposed budget of this hearing. This will be a levy under the current authorized millage proposal for a new millage.

Comments on the program of projects or the budget should be addressed to Capital Area Building, 4615 Tranter St., Lansing, MI 48910, and must be received by 5 p.m., Aug. 17, 2022. Reasonable accommodations will be made for disabilities and should be requested by Aug. 15, 2022.

Transportation Authority
Mayor, AICP, Chief Executive Officer

[Signature]
and state preventive-maintenance funds.

CP#22-157

NOTICE OF PUBLIC HEARINGS EAST LANSING HISTORIC DISTRICT COMMISSION

Notice is hereby given of the following public hearings to be held by the East Lansing Historic District Commission on **Thursday, August 11, 2022 at 7:00 p.m.**, at the **East Lansing Hannah Community Center**, 819 Abbot Road, East Lansing, Michigan 48823:

- A public hearing will be held to consider a request from Joshua Walker for the property at 934 E. Michigan Avenue to install new a fence.
- A public hearing will be held to consider a request from Diane Wing for the property at 1024 Huntington Road to install awnings.

For more information on the request please contact Darcy Schmitt at (517) 319-6941 or dschmitt@cityofeastlansing.com. Materials related to the request are available for viewing at the Department of Planning, Building, and Development, East Lansing City Hall, 410 Abbot Road, East Lansing, MI, 48823 between the hours of 8:00 am and 5:00 pm or on the City's website located at www.cityofeastlansing.com/currentapplications. Written comments may be sent prior to the public hearing to the Historic District Commission, City of East Lansing, 410 Abbot Road, East Lansing, Michigan, 48823, or by email to coelhistoricaldistricts@cityofeastlansing.com.

The City of East Lansing will provide reasonable auxiliary aids and services, such as interpreters for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities upon request received by the City seven (7) calendar days prior to the meeting. Individuals with disabilities requiring aids or services must contact the City Manager's Office, 410 Abbot Road, East Lansing, MI, 48823, (517) 319-6920 (TDD Number: 1-800-649-3777) or via email at nmostel@cityofeastlansing.com.

This notice is posted in compliance with PA 267 of 1976 as amended (Open Meetings Act) and the Americans with Disabilities Act (ADA) and published in compliance with the Michigan Zoning Enabling Act, 2006 P.A. 110.

Jennifer Shuster
City Clerk

Dated: July 14, 2022
East Lansing, MI 48823

CP#22-161

CITY OF LANSING- NOTICE OF PUBLIC HEARING

FOR MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING FOR DOWNTOWN LANSING INC. (DLI)

The City Council of the City of Lansing, MI will conduct a public hearing on Monday, July 25, 2022 at 7:00 p.m. at the Tony Benavides Lansing City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Ave. Lansing, MI 48933 for the purpose of affording citizens an opportunity to examine and submit comments on the proposed application for a CDBG-CV Small Business Support grant through the Michigan Economic Development Corporation (MEDC).

The City of Lansing, MI - EDP proposes to use \$1,000,000 CDBG-CV- Small Business Support Grant to provide vital funding assistance, in the form of grants, in amounts ranging from \$10,000 to \$50,000 to support small businesses located within the Principal Shopping District (PSD). A central business district that was greatly impacted by the COVID-19 pandemic. If awarded, selected businesses will receive reimbursement-based grant funds within 30 days of receiving copies of all receipts and a line-item budget breakdown of what eligible expenses were incurred. The area is within a CDBG Eligible area, and the geographic boundaries are:

- North: Shiawassee Street
- South: Lenawee Street
- East: Pere Marquette (including the old Clara's site and the Courtyard Marriott)
- West: East side of Capitol Ave

Funding will benefit small businesses in this low to moderate income area (LMA). The businesses will have the capacity to hire, if needed additional staff as well as operate additional hours to provide sustainability to the businesses in the targeted area.

A copy of the City of Lansing, MI - EDP Consolidated Plan and the MEDC CDBG-CV Small Business Support grant application are available for review on the City's website at www.lansingmi.gov/development. To inspect the documents, please contact Barb Kimmel, Development Office Manager at barb.kimmel@lansingmi.gov (517) 483-4053 or review at the city's website or at 316 N. Capitol Ave, Suite D-1, Lansing, MI 48933.

Comments may be submitted in writing through July 25, 2022 or made in person at the public hearing.

It should be noted that as part of the MEDC process, a Closeout Public hearing will be held at the completion of the funding for the CDBG-CV grant.

Citizen views and comments on the proposed application are welcome.

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/MIPMC
www.lansingmi.gov/Clerk
www.facebook.com/LansingClerkSwope

CP#22-156