REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF LANSING, MICHIGAN
CITY COUNCIL CHAMBERS, 10TH FLOOR
LANSING CITY HALL
124 W. MICHIGAN AVENUE

AGENDA FOR FEBRUARY 27, 2017

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 on Monday, February 27, 2017 at 7:00 p.m. at the Council Chambers, 10th Floor, City Hall.

I. ROLL CALL

II. MEDITATION AND PLEDGE OF ALLEGIANCE

III. READING AND APPROVAL OF PRINTED COUNCIL PROCEEDINGS

Approval of the Printed Council Proceedings of February 13, 2017

IV. 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.)

V. TABLED ITEMS

VI. SPECIAL CEREMONIES

VII. COMMENTS BY COUNCIL MEMBERS AND CITY CLERK

VIII. COMMUNITY EVENT ANNOUNCEMENTS (Time, place, purpose, or definition of event – 1 minute limit)

IX. SPEAKER REGISTRATION FOR PUBLIC COMMENT ON LEGISLATIVE MATTERS

X. MAYOR'S COMMENTS

XI. SHOW CAUSE HEARINGS

XII. 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 white form.*)

A. SCHEDULED PUBLIC HEARINGS

1. In consideration of an Ordinance of the City of Lansing, Michigan to amend Chapter 1460.49 of the City of Lansing Codified Ordinances by adding the requirement that delinquent real property taxes be paid prior to issuance of a certificate of compliance for rental properties

XIII. COUNCIL CONSIDERATION OF LEGISLATIVE MATTERS

A. REFERRAL OF PUBLIC HEARINGS

B. CONSENT AGENDA

1. BY COUNCIL MEMBERS BROWN CLARKE, HUSSAIN, DUNBAR, HOUGHTON, SPITZLEY, WASHINGTON, WOOD, AND YORKO

   a. Tribute; in recognition of Bishop Alfred P. Singleton's six years as Senior Pastor of the Bread House Church

   b. Tribute; in recognition of the Seventh Annual Pastors' Salute

   c. Tribute; in recognition of Edelmira Lopez's Birthday

2. BY THE COMMITTEE ON DEVELOPMENT AND PLANNING

   a. Confirmation of Appointment of Christie Poitra to the Board of Review for a term to expire June 30, 2020

3. BY THE COMMITTEE ON GENERAL SERVICES

   a. Recognition of Non-Profit Status; Mid-Michigan Massage Therapy Institute, Inc.

   b. Community Funding; Native American Arts & Craft Council

   c. Claim Denial; Claim #1358; Randy Walling, $974.50 for trash and debris removal fees for property located at 1515 Bailey Street

4. BY THE COMMITTEE ON PUBLIC SERVICES

   a. Public Improvement I & II; Jolly Road Sidewalk Rehabilitation

   b. Greater Lansing Regional Committee for Stormwater Management Memorandum of Agreement

   c. Setting a Public Hearing in consideration of the 2016/2017 Special Assessment Roll for Snow and Ice Removal

5. BY THE COMMITTEE OF THE WHOLE

a. Claim Settlement; Workers Compensation Claim #WC2062876-00997

C. RESOLUTIONS FOR ACTION

1. BY THE COMMITTEE ON WAYS AND MEANS

a. Grant Acceptance; Capital Region Community Foundation

b. Grant Acceptance; 2016 Emergency Management Performance

c. Grant Acceptance; Homeland Security

d. Grant Acceptance; 2016 Justice Assistance

D. REPORTS FROM COUNCIL COMMITTEES

E. ORDINANCES FOR INTRODUCTION and Setting of Public Hearings

1. BY THE COMMITTEE ON DEVELOPMENT AND PLANNING

a. Z-1-2017; 4215 N. Grand River Avenue; rezoning from “D-1” Professional Office District to “F” Commercial District

F. ORDINANCES FOR PASSAGE

1. BY THE COMMITTEE OF THE WHOLE

a. Transparency in Bidding and Opening of Bids for Projects that Receive Certain Economic Incentives Approved by the Lansing City Council

XIV. SPEAKER REGISTRATION FOR PUBLIC COMMENT ON CITY GOVERNMENT RELATED MATTERS

XV. 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)**

A. REPORTS FROM CITY OFFICERS, BOARDS, AND COMMISSIONS

1. Letter(s) from the City Clerk re:

a. Minutes of Boards, Commissions, and Authorities placed on file in the Clerk’s Office

b. City Boards, Authorities, and Commission Term Expirations

c. Park Board Rules of Procedure

d. Temporary relocation of the Polling Place for Ward 3, Precinct 30 for the August 8, 2017 City Primary Election

2. Letter(s) from the Mayor re:

   a. Annual Consolidated Strategy and Plan Submission and Action Plan Proposed Budget for Community Development Block Grant (CDBG) Fund Resources for Fiscal Year 2018

   b. Brownfield Plan #67; 2200 Block Redevelopment Project, 2216-2224 E. Michigan Avenue

   c. Brownfield Plan #20a; LorAnn Oils Inc., Amendment 1, 2017 Building Expansion,4518 Aurelius Road

   d. OPRA District & Certificate; DED Development, LLC, 629 W. Hillsdale Street

   e. OPRA District & Certificate; Best Case ScenaREO, LLC, 1101 & 1103 S. Washington Avenue

   f. Worker's Compensation Settlement #2062876-00997

   g. Sole Source Purchase, Quadgaurd Attenuator II TL-3 from Carrier and Gamble

   h. Appointment of Beth Graham as the Second Ward Member of the Board of Water & Light Board of Commissioners for a term to expire June 30, 2018

B. COMMUNICATIONS AND PETITIONS, AND OTHER CITY RELATED MATTERS

1. Notice from the Michigan Liquor Control Commission regarding:

   a. New SDM license, Sunday Sales Permit (AM), and Gas Pumps for Speedway LLC, 6736 South Cedar Street

   b. New SDM license, Sunday Sales Permit (AM), and Gas Pumps for Speedway LLC, 6041 South Pennsylvania Avenue

   c. Transfer stock interest in 2016 licensing year; Capitol Beverage Company, Inc., 5400 Aurelius Road, 5500, Lansing 48911

2. Letter from the Richard Williams, President of the Rental Property Owners Association of Mid-Michigan in opposition to the proposed amendment to Chapter 1460.49

3. Letter from Grace Caruso in support of the City of Lansing becoming a "Sanctuary City" for immigrant issues

4. Claim Appeal; Claim #1366, Ahmadpour Mansour for trash fee for property located at 1034 Greenwood Avenue

XVI. MOTION OF EXCUSED ABSENCE

XVII. REMARKS BY COUNCIL MEMBERS

XVIII. REMARKS BY THE MAYOR OR EXECUTIVE ASSISTANT

XIX. 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*.)

XX. ADJOURNMENT

Chris Swope

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 (TDD (517) 483-4479). 24 hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodation requests.

CITY OF LANSING
NOTICE OF PUBLIC HEARING

The Lansing City Council will hold a public hearing on **Monday, February 27, 2017**, at 7:00 p.m. in Council Chambers, 10th Floor, Lansing City Hall, 124 W. Michigan Avenue, Lansing, Michigan to consider an amendment to Chapter 1460.49 of the City of Lansing Codified Ordinances by adding the requirement that delinquent real property taxes be paid prior to issuance of a certificate of compliance for rental properties.

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

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

ORDINANCE NO. ___________

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO AMEND SECTION 1460.49 OF THE LANSING CODIFIED ORDINANCES BY ADDING THE REQUIREMENT THAT DELINQUENT REAL PROPERTY TAXES BE PAID PRIOR TO ISSUANCE OF A CERTIFICATE OF COMPLIANCE FOR RENTAL PROPERTIES.

THE CITY OF LANSING ORDAINS:

Section 1. That Section 1460.49(a) of Chapter 1460 of the Codified Ordinances of the City of Lansing, Michigan, be and is hereby amended to read as follows:

CHAPTER 1460. BUILDING AND HOUSING CODE.

1460.49(a). Certificates of compliance.

(a) *General.* Rental dwellings or units required by this Code to be registered shall not be occupied unless a Certificate of Compliance has been issued by the Office of Code Compliance. The Certificate of Compliance shall be issued only after an inspection of the premises has been conducted by the Office of Code Compliance, APPROPRIATE FEES HAVE BEEN PAID AND VERIFICATION THAT REAL PROPETY TAXES ARE NOT DELIQUENT. A violation of this Code shall not prevent the issuance of a certificate, but the Office of Code Compliance shall not issue a certification when the existing conditions constitute a hazard to the health or safety of those who may occupy the premises. Two copies of the certificate shall be issued within 30 days after written application has been made, an inspection has been conducted, verification there are no delinquent real property taxes owed and a determination has been made that the property meets the requirements of this Code. One copy of the certificate shall be prominently displayed in the front entrance area of the rental dwelling in dwellings containing one or more rental units when any rental unit in the dwelling is vacant. If both rental units are rented then the certificate need only be kept on the premises and made available at the request of tenants or government officials. Any rental property with three or more rental units must prominently display the certificate in the front entrance area of the rental dwelling.

(b) *Occupancy if Violation is Found.* Upon a finding that there is a violation of this Code, but that the existing violation does not constitute any unsafe condition, occupancy may continue at the discretion of the Manager of Code Compliance. Allowing continued occupancy shall not nullify or otherwise effect the enforcement of any violations of this Code.

(c) *No Certificate or Expiration of Certificate.* Prior to the issuance of initial certificate or the expiration of a Certificate of Compliance, the Office of Code Compliance shall notify by regular first class mail, the registered owner and the registered agent, to arrange for a certification inspection. The registered owner shall be responsible for arranging an initial certification inspection within the time specified to register the rental dwelling in Section 1460.44(c). (Time allowed to register). The registered owner shall also be responsible for arranging for all certification inspections required thereafter prior to the expiration date on the certificate. If the registered owner fails to schedule a certification inspection before the expiration of the existing Certificate of Compliance, the fees for the certification inspection will be doubled.

(d) *Lack of Valid Certificate or Unregistered Rental Dwelling.* If the owner or agent has not registered the rental dwelling or paid the appropriate fees or arranged an initial certification inspection, the Office of Code Compliance shall issue a notice of lack of valid Certificate of Compliance to the owner and the occupants of each unit. If the registered owner or registered agent has not paid the appropriate inspection fees, or arranged a certification inspection, after a valid Certificate of Compliance has expired, the Office of Code Compliance shall issue a notice of lack of valid Certificate of Compliance to the registered owner and registered agent and the occupant of each unit. The notice shall state:

(1) That the dwelling does not have a valid Certificate of Compliance.

(2) That it is unlawful for any vacant unit to be reoccupied or rented.

(3) That current tenants may be entitled to escrow rent moneys as provided for under state law.

(4) That a placard containing this information may be posted on the dwelling and may not be removed until a new Certificate of Compliance is issued.

(5) That the registered owner, registered agent or occupant may arrange for a certification inspection.

(6) That if the certification inspection has not been scheduled and if the registration and inspection fees have not been paid, the Manager of Code Compliance may order the structure vacated within 30 days.

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

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 invalid.

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

Approved as to form:

____
City Attorney

BY COUNCIL MEMBERS BROWN CLARKE, DUNBAR, HOUGHTON, HUSSAIN, SPITZLEY, WASHINGTON, WOOD, AND YORKO
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Bread House will celebrate Bishop Alfred P. Singleton and his six (6) years of Senior Pastorship on March 26, 2017 with their Shepherd's Day event, with the theme being "6 Years Rooted and Growing;" and

WHEREAS, the Bread House Church is known for serving the community by providing resources for Spiritual growth and enlightenment, undergarments for youth, food, drug and alcohol abuse counseling, global campaigns for clean water and bibles, child day care, and basketball practices for youth along with other services; and

WHEREAS, Bishop Alfred P. Singleton is married to First Lady Vivian Singleton his wife of 35 years. They have six children Alfred III, Ciara, Rebecca, Erica, Bianca and Nicholas who all are dedicated and actively work in a number of ministries; and

WHEREAS, nationally Bishop Singleton served as Treasurer on the Board of District Elders for the Pentecostal Churches of Apostolic Faith, where his tenure as District Elder extended over thirteen (13) years. In 2011 at the National Convention he was nominated to the office of Bishop, and in August 2012 was consecrated as a full Episcopal Bishop of the PCAF; and

WHEREAS, within the Lansing community, Bishop Singleton has served on the focus group for the Salvation Army; as a Lansing City Police Chaplain; as well as on the Lansing Pastors' Alliance. Bishop Singleton has also rendered service as Chaplain for political events held at the Michigan State Capital Building, the Mayoral Inauguration and for several Lansing business organizations; and

WHEREAS, Bishop Singleton is known as an anointed man of God known for being committed to living a life of holiness while spreading the gospel of Jesus Christ to save the lost, bring deliverance to those who are captive, encourage those who are disheartened, teach the principles of Christ, and to fulfill God's vision, purpose and direction for his life.

THEREFORE, BE IT RESOLVED, the Lansing City Council hereby wishes to congratulate Bishop Alfred P. Singleton on all his accomplishments, community building, and strong commitment to helping others. May you continue on in your journey and service for many more years to come.

BY COUNCIL MEMBERS BROWN CLARKE, DUNBAR, HOUGHTON, HUSSAIN, SPITZLEY, WASHINGTON, WOOD, AND YORKO
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, today more than ever, our religious leaders play a critical role in keeping the community nurtured and motivated to take on every day challenges and to celebrate the community's triumphs. These leaders carry significant influence in our lives and are among the most highly respected individuals in the community; and

WHEREAS, on Saturday, March 4, 2017, The Divine Connection in association with Dean Transportation, Kingdom Life Church, and Tabernacle of David just to name a few will honor some of the City's most esteemed and influential pastors of the Greater Lansing area at the 7^{th} Annual Pastor's Salute; and

WHEREAS, having made a positive impact on the community, the Pastors will receive letters from their members, and a plaque to publicly observe and applaud their contributions and showcase their good works in the community; and

WHEREAS, II Corinthians 9:13-14 states "Because of the service by which you have proved yourselves, men will praise God for the obedience that accompanies your confession of the gospel of Christ, and for your generosity in sharing with them and everyone else. And in prayers for you their hearts will go out to you, because of the surpassing grace God has given you." We thank the Pastors and their families for the sacrifices they make each day in ministering in the Greater Lansing Area.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, wishes to recognize the 2017 most honored Lansing Pastors for their dedication to the community. We celebrate their triumphs as leaders, mentors, and motivators. Congratulations Pastors, we wish you continued success! "Now the God of hope fill you with all joy and peace in believing, that ye may abound in hope, through the power of the Holy Ghost." Romans 15:13

BY COUNCIL MEMBERS BROWN CLARKE, DUNBAR, HOUGHTON, HUSSAIN, SPITZLEY, WASHINGTON, WOOD, AND YORKO
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, Edelmira Lopez was born February 22, 1922, she has eight children, eighteen grandchildren, and six great-grandchildren; and

WHEREAS, Ms. Lopez believed in women's rights and encouraged other to do the same. She always taught her children to be proud Americans, always be diligent regarding democracy, always vote, and to be proud of their Mexican heritage and status language; and

WHEREAS, in 1961 Ms. Lopez helped find the Cristo Rey Church in Lansing, Michigan, after seeing a need for religious services in Spanish. Lopez then worked as a founder of the Cristo Rey Community Center to help see to the social needs of the community. Sher served as the chair of the Board of Directors for the Center for over twenty years. This allowed thousands of Michigan citizens to receive assistance with housing, food, healthcare, senior services, legal services, job training, counseling and much more; and

WHEREAS, in 1973 Ms. Lopez became the first Latina in the City of Lansing to be part of the Lansing Housing Commission. She served the Commission for twenty-five years, sixteen of them as chairperson. Ms. Lopez's community work has been recognized in newspapers, magazine articles, television programs, government proclamations, and awards. In 2003 Ms. Lopez received the YWCA Diana Award; and

WHEREAS, Edelmira was inducted into the Michigan Women's Hall of Fame in 2011 and they noted her courage, tenacity and dedication to overcome racism and sexism while making her voice for the underprivileged and her work as a catalyst for the betterment of the community.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, along with her friends and family hereby pay tribute to the honors and accomplishments of Edelmira Lopez and we wish her a Happy 95th Birthday and many more!

DRAFT

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

WHEREAS, the Mayor made the appointment of Christie Poitra of 1426 Sunnyside in Lansing, MI, 48910, as a member of the Board of Review for a term to expire June 30, 2020; and

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

WHEREAS, the Development & Planning Committee met on Monday, February 27, 2017 and took affirmative action.

THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Christie Poitra of 1426 Sunnyside in Lansing, MI, 48910, as a member of the Board of Review for a term to expire June 30, 2020.

DRAFT

BY THE COMMITTEE ON GENERAL SERVICES
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, Mid-Michigan Massage Therapy Institute, Inc. has requested a resolution of recognition as a Local Nonprofit Organization operating in the City of Lansing for the purpose of obtaining a charitable gaming license pursuant to MCL 432.103 (9); and

WHEREAS, the City Attorney has reported that, based on a review of the documentation submitted, the applicant qualifies as a Local Nonprofit Organization.

THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, recognizes the Mid-Michigan Massage Therapy Institute, Inc. as a Local Nonprofit Organization operating in the City of Lansing for the purpose of obtaining a charitable gaming license.

BE IT FURTHER RESOLVED the City Clerk is requested to provide a copy of this resolution to the Mid-Michigan Massage Therapy Institute, Inc. at 3333 S. Pennsylvania, Suite 102 Lansing, MI 48910.

DRAFT

BY THE COMMITTEE ON GENERAL SERVICES
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, Native American Arts and Crafts Council requested $650.00 to defray costs associated with facility rental for their "Riverbank Traditional POW WOW" to be held on June 1st – June 4th, 2017; and

WHEREAS, the maximum total amount of Community Funding Account to be awarded to an organization in one fiscal year is $500.00; and

WHEREAS, the Committee on General Services met on February 23, 2017, reviewed the request and approved $650.00.

THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby approves an allocation from Community Funding Account to Native American Arts and Crafts Council in the amount of $650.00 to defray costs associated with facility rental for their "Riverbank Traditional POW WOW" to be held on June 1st – June 4th, 2017.

BE IT FURTHER RESOLVED that the Mayor and the Finance Department shall process this request by charging $650.00 to the Council Community Promotion Account – 101.112101.741289.0.

BE IT RESOLVED that Native American Arts and Crafts Council shall submit a written analysis of the event, including information regarding the number of attendees, a detailed account as to contributors, funds received, expended and residual funds to the Lansing City Council within 60 days after the event.

DRAFT

BY THE COMMITTEE ON GENERAL SERVICES
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, Randy Walling sought to eliminate a special assessment of $974.50 for trash and debris removal fees, and all associated penalties and interest, on the property tax bill for 1515 Bailey Street (Tax ID #33-01-01-22-351-011); and

WHEREAS, upon filing a claim to the Committee on General Services, the claim in the amount of $974.50 was denied on February 23, 2017.

THEREFORE, BE IT RESOLVED, that the City Council, hereby, denies the claim of Randy Walling in the amount of $974.50 for trash and debris removal fees and all associated penalties and interest on the property tax bill for 1515 Bailey Street (Tax ID #33-01-01-22-351-011).

BE IT FURTHER RESOLVED, that the City Attorney shall take the appropriate steps to process this claim.

BY THE COMMITTEE ON PUBLIC SERVICES
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

PUBLIC IMPROVEMENT I/II

WHEREAS, the Public Service Department has established the need to repair and reconstruct the public sidewalk in the following location:

> PROPERTIES BENEFITED: All lands fronting Jolly Road between Wise Road and Pleasant Grove Road, excepting all public streets and alleys and other land deemed not benefited; and

WHEREAS, the Public Service Department will complete this work as part of the Jolly Road Rehabilitation project, and

WHEREAS, the Public Service Department requests, pursuant to Chapter 1024.03 of the Code of Ordinances that the repair and reconstruction of these public sidewalks be determined by City Council to be a necessary public improvement, and

WHEREAS, the City Council has determined that this proposed public improvement will benefit especially properties in the vicinity of the work to be done and that a benefit district pursuant to Chapter 1026 of the Lansing Code of Ordinances should be established to be specially assessed for the public improvement;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby determines it to be of a public necessity to construct the following public improvements: Sidewalk repair on Jolly Road between Wise Road and Pleasant Grove Road, excepting all public streets and alleys and other land deemed not benefited.

BE IT FURTHER RESOLVED that the cost of these improvements is to be financed by special assessments to the benefited property owners, and the City's public share of the project shall be paid from the Sidewalk Repair Account 410.933690.974200.13026.

BE IT FINALLY RESOLVED that the Department of Public Service is hereby authorized to prepare necessary plans and specifications for these improvements, obtain the necessary easements for construction, and to determine the cost of said project in sufficient detail to establish the special assessment district and the applicable assessment to the properties in the district, and to furnish said information to the Mayor and City Council.

BY THE COMMITTEE ON PUBLIC SERVICES
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

A RESOLUTION TO CONTINUE MEMBERSHIP IN THE GREATER LANSING REGIONAL COMMITTEE FOR STORMWATER MANAGEMENT AND TO AGREE TO THE TERMS OF THE MEMORANDUM OF AGREEMENT

WHEREAS the United States Environmental Protection Agency (USEPA) and the Michigan Department of Environmental Quality (MDEQ) have required municipalities in the Greater Lansing Tri-County Region to apply for and maintain compliance with a National Pollutant Discharge Elimination System Permit for their municipal stormwater discharges; and

WHEREAS, the Greater Lansing Area Communities prepared, reviewed, and proposed a Memorandum of Agreement for adoption by all the municipalities and agencies to formalize and establish the Greater Lansing Regional Committee for Stormwater Management (GLRC); and

WHEREAS, participation in the GLRC advances local efforts for responsible stewardship of our natural resources, allows for the cooperative management of the watersheds in our community and this region, and assists the participating municipalities and their departments in complying with the regulatory requirements promulgated by the MDEQ and the USEPA Municipal Separate Storm Sewer System (MS4) stormwater discharge permits; and

WHEREAS, the Memorandum of Agreement which was adopted by these municipalities and agencies originally in 2008, was revised and updated and re-adopted in 2012, and has now been prepared reflecting changes in the participating municipalities and activities to meet permit requirements and extending the period of the agreement to April 30, 2022; and

WHEREAS, the City of Lansing has been a member of the GLRC, since its inception in 2003.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the Greater Lansing Regional Committee for Stormwater Management Memorandum of Agreement revised by the GLRC on December 8, 2016, and authorizes payment of the appropriate annual assessment for support of the GLRC; and

BE IT FURTHER RESOLVED, that the City of Lansing's representative to the GLRC is the City Engineer.

BY THE COMMITTEE ON PUBLIC SERVICE
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

SNOW AND ICE REMOVAL ASSESSMENT ROLL WINTER 2016-17

WHEREAS, pursuant to Chapter 1020.06, Snow and Ice, adopted by this Council, the City Assessor has completed the assessment roll for removal of snow and/or ice adjacent to certain properties within the City; and

WHEREAS, the owners of these properties were given proper notice in accordance with Chapter 1020.06(c)(1) to remove the snow and/or ice from the public sidewalk adjacent to their property; and

WHEREAS, the City incurred costs for the removal of snow and/or ice, which it is required to recover in accordance with Chapter 1020.06(c)(2); and

WHEREAS, pursuant to Chapter 1020.06, the fees for those costs were adopted by Council; and

WHEREAS, those costs incurred between November 1, 2016 and February 6, 2017, by the City total $13,869.00.

NOW, THEREFORE, BE IT RESOLVED the Lansing City Council will hold a public hearing on Monday, March 13, 2017 at 7:00 PM, in the Council Chambers, to review, prior to confirmation, said assessment roll.

BE IT FURTHER RESOLVED, that the City Clerk is hereby requested to give due notice of this public hearing as provided by Chapter 1026, Section 1026.06(b) and (c), of the Code of Ordinances by publishing a notice of a public hearing in a daily newspaper of the City, not more than twenty days and not less than ten days before such public hearing. In addition, the Clerk shall give notice of hearings in special assessment proceedings to each owner of, or party in interest in, property to be assessed, whose name appears upon the last local tax assessment records, by first class mail addressed to such owner or party at the address shown on the tax records, at least ten days before the date of such hearing. Said notices shall include the time and place of the hearing; a description of the properties determined by the Director of Public Service to have violated Chapter 1020.06 which are contained in the special assessment roll; where the special assessment roll is on file with the City Clerk and may be examined at the City Clerk's office.

BE IT FURTHER RESOLVED, that any person aggrieved by the assessments as contained in the special assessment roll, or the necessity of the removal of snow and ice, may file a written objection thereto which must be delivered to the City Clerk prior to the close of the hearing, or the person may appear and protest the same at the public hearing in person or by his or her representative; that the appearance and protest or written protest in the manner described is required if the person desires to appeal the amount of the assessment to the Michigan Tax Tribunal.

BE IT FINALLY RESOLVED, that pursuant to the requirement of 1962 PA 162, as amended, a written appeal of the Special Assessment may be made to the Michigan Tax Tribunal, 611 West Ottawa St., P.O. Box 30232, Lansing, MI 48909; if filed within thirty days after confirmation of the special assessment roll and if the Special Assessment was protested at this hearing.

THIS ITEM NOT AVAILABLE AT TIME OF PRINT

DRAFT

BY THE COMMITTEE ON WAYS AND MEANS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, in January 2017 The City of Lansing received a Capital Region Community Foundation Grant for “Financially Empowering Offenders by Avoiding Common Pitfalls”; and

WHEREAS, the Capital Region Community Foundation grant was the result of a competitive proposal process, and a proposal was submitted by the Office of Financial Empowerment on September 1, 2016, approved on November 14, 2016, and was received on January 3, 2017; and

WHEREAS, The Capital Region Community Foundation grant supports assisting persons who are about to be incarcerated, by helping them freeze their credit with the three bureaus, request a child support modification, and determine where they will hold any cash or assets during their incarceration in order to avoid dormancy of accounts; and

WHEREAS, Capital Region Community Foundation awarded $9,750.00 to the City of Lansing’s Office of Financial Empowerment; and

WHEREAS, the award for $9,750.00 does not require a local match;

NOW, THEREFORE, BE IT RESOLVED, The Lansing City Council approves acceptance of the Capital Region Community Foundation grant in the total amount of $9,750.00 for the grant period beginning November 1, 2016 and ending November 3, 2017 for the City of Lansing.

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.

BY THE COMMITTEE ON WAYS AND MEANS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Lansing Office of Emergency Management receives Federally-funded grant dollars, Emergency Management Performance Grant (EMPG), to pay for 35.6931% of the program Coordinators Salary and Fringe benefits; and

WHEREAS, the EMPG grant is an annual hand down grant to the State of Michigan and is awarded to Emergency Management programs within the State of Michigan annually; and

WHEREAS, the EMPG grant is designed to provide federal EMPG funds to the sub grantee for the development and maintenance of an emergency management program capable of protecting life, property, and vital infrastructure in time of disaster or emergency; and

WHEREAS, the EMPG awards $59,347.00 for the duration of twelve (12) months; and

WHEREAS, the State of Michigan award of $59,347.00 requires no local match or additional funding; and

WHEREAS, the EMPG grant will fund a percentage of the compensation of the Emergency Management program coordinator's salary and fringe benefits.

THEREFORE BE IT RESOLVED, the Lansing City Council approves acceptance of the EMPG grant in the total amount of $59,347.00 for the grant period beginning October 1, 2015 and ending September 30, 2016 to fund 35.6931% of the Emergency Management program coordinators salary and fringe benefits.

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.

BY THE COMMITTEE ON WAYS AND MEANS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Lansing Office of Emergency Management receives recurring Homeland Security Grant Program Grants (HSGP); and

WHEREAS, the HSGP grant is a pass through grant from the State of Michigan and is awarded to eight (8) Emergency Management Regions within the State of Michigan; and

WHEREAS, the HSGP grant is designed to provide federal funds to the sub grantee, the Lansing Office of Emergency Management, for the purpose of planning, exercising, training and purchasing equipment based on homeland security guidelines; and

WHEREAS, the HSGP awards $164,102.63 for the duration of thirty-two (32) months; and

WHEREAS, the State of Michigan award of $164,102.63 requires no local match or additional funding; and

WHEREAS, the HSGP grant will support Region One with funding for planning, exercising, training, and equipment.

THEREFORE BE IT RESOLVED, the Lansing City Council approves acceptance of the HSGP grant in the total amount of $164,102.63 for the grant period beginning October 1, 2015 and ending May 31, 2018 to fund Region One approved projects in accordance with federal grant guidelines.

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.

BY THE COMMITTEE ON WAYS AND MEANS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Lansing Police Department (LPD) submitted a 100% Federally-funded multi-jurisdiction grant application (#2016-H3633-MI-DJ) to the Office of Justice Programs, U.S. Bureau of Justice Assistance for a four-year Justice Assistance Grant (JAG); and

WHEREAS, the LPD JAG application was endorsed by the City of East Lansing and Ingham County, and was accepted by the Bureau of Justice Assistance (award # 2016-H3633-MI-DJ); and

WHEREAS, the JAG grant is a cooperative plan with the City of East Lansing and Ingham County; and

WHEREAS, the Bureau of Justice Assistance will award $95,990.00 to be split $87,990.00 to the City of Lansing, $4,000 to the City of East Lansing, and $4,000.00 to the County of Ingham; and

WHEREAS, the federal award of $95,990.00 requires no local match from any of the local agencies; and

WHEREAS, the JAG grant will fund items necessary to increase the law enforcement efficiencies and capabilities of the applicants. The JAG grant will introduce new technology and equipment which is needed to advance the state of technology at the Lansing Police Department ($87,990.00), technology / equipment for the City of East Lansing ($4,000), and technology / equipment for the Ingham County Sheriff's Office ($4,000).

THEREFORE, BE IT RESOLVED, The Lansing City Council approves acceptance of the multi-agency 2016 Justice Assistance Grant in the total amount of $95,990.00 (requiring no local match) for the grant period beginning October 1, 2015 and ending September 30, 2019.

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.

INTRODUCTION OF ORDINANCE

The Committee on Development and Planning introduced:

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.

Property identified as: Z-1-2017: 4215 N. Grand River Avenue, Rezoning from “D-1” Professional Office to “F” Commercial District

BY THE COMMITTEE ON DEVELOPMENT & 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, March 27, 2017, at 7 p.m. in City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, for the purpose of approving and/or opposing the Ordinance for rezoning:

Z-1-2017: 4215 N. Grand River Avenue, Rezoning from “D-1” Professional Office to “F” Commercial District

DRAFT

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 1246.02 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-1-2017
Parcel Number's:	33-01-01-06-252-231
Legal Descriptions:	Lot 99, Northwestern Subdivision No 3, City of Lansing, Ingham County, MI, from "D-1" Professional Office to "F" Commercial District.

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 _________, 2017, 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 upon the expiration of seven (7) days from the date this notice of adoption is published in a newspaper of general circulation.

PASSAGE OF ORDINANCE

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO ADD SECTION 206.25 TO CHAPTER 206 OF THE LANSING CODIFIED ORDINANCES BY REQUIRING TRANSPARENCY IN THE BIDDING AND OPENING OF BIDS FOR PROJECTS THAT RECEIVE CERTAIN ECONOMIC INCENTIVES APPROVED BY THE LANSING CITY COUNCIL.

Is read a second time by its title. The Ordinance was reported from the Committee on Development and Planning and is on the order of immediate passage.

COUNCIL MEMBER	YEAS	NAYS
BROWN CLARKE	☐	☐
DUNBAR	☐	☐
HOUGHTON	☐	☐
HUSSAIN	☐	☐
SPITZLEY	☐	☐
WASHINGTON	☐	☐
WOOD	☐	☐
YORKO	☐	☐
	_______	_______

☐ ADOPTED ☐ FAILED

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO ADD SECTION 206.25 TO CHAPTER 206 OF THE LANSING CODIFIED ORDINANCES BY REQUIRING TRANSPARENCY IN THE SOLICITATION, AWARDING, OPENING AND SELECTION OF BIDS FOR PROJECTS THAT RECEIVE CERTAIN ECONOMIC INCENTIVES APPROVED BY THE LANSING CITY COUNCIL.

THE CITY OF LANSING ORDAINS:

Section. That Section 206.25 be added to Chapter 206 of the Codified Ordinances of the City of Lansing, Michigan to read as follows:

(A) **PURPOSE.** THE PURPOSE OF THIS SECTION IS TO PROMOTE FAIRNESS IN BIDDING ON DEVELOPMENTS AND CONSTRUCTION PROJECTS THAT RECEIVE ECONOMIC INCENTIVES FROM THE CITY OF LANSING BY ENSURING TRANSPARENCY IN THE SOLICITATION, AWARDING, OPENING, AND SELECTION OF BIDS. THE ORDINANCE ADOPTING THIS SECTION CONSTITUTES A PUBLIC PURPOSE OF THE CITY OF LANSING.

(B) **DEFINITIONS.** AS USED IN THIS SECTION:

(1) **"APPLICANT"** MEANS A PERSON, CORPORATION, PARTNERSHIP, OR OTHER ENTITY THAT HAS APPLIED FOR AND RECEIVED ECONOMIC INCENTIVES APPROVED BY THE LANSING CITY COUNCIL.

(2) **"BID"** MEANS A SEALED OFFER TO PROVIDE SERVICES PURSUANT TO A SOLICITATION FOR BIDS.

(3) **"BID QUOTE"** MEANS THE TOTAL BID AMOUNT IN DOLLARS AS READ ALOUD AND RECORDED AT THE BID OPENING.

(4) **"CONSTRUCTION WORK"** MEANS THE ACT OF CONSTRUCTING A BUILDING OR INFRASTRUCTURE (INCLUDING DEMOLITION WORK) OR CLEARING A SITE WHICH REQUIRES A PERMIT FOR IMPROVEMENT OR ALTERATIONS. CONSTRUCTION WORK DOES NOT REFER TO ANY OTHER ACT THAT MIGHT BE ASSOCIATED WITH A PROJECT SUCH AS PLANNING AND/OR ARCHITECTURAL WORK.

(5) **"ECONOMIC INCENTIVE(S)"** MEANS ANY OF THE FOLLOWING: PAYMENT IN LIEU OF TAXES (PILOT) THAT IS CONTINGENT ON RECEIVING APPROVAL FROM LANSING CITY COUNCIL; A TAX ABATEMENT ISSUED UNDER PUBLIC ACT 328 OF 1998; A BROWNFIELD APPROVED UNDER PUBLIC ACT 381 F 1996; OR, AN OBSOLETE PROPERTY REHABILITATION ACT ABATEMENT ISSUED UNDER PUBLIC ACT 146 OF 2000.

(6) **"PERMIT"** MEANS A BUILDING PERMIT, MECHANICAL PERMIT, ELECTRICAL PERMIT, OR PLUMBING PERMIT, ISSUED BY THE LANSING BUILDING SAFETY OFFICE.

(7) **"PROJECT"** MEANS A REAL ESTATE DEVELOPMENT IN THE CITY OF LANSING WHICH IS RECEIVING AN ECONOMIC INCENTIVE AND THE CONSTRUCTION WORK THAT WILL BE PERFORMED ON THE DEVELOPMENT PURSUANT TO A PERMIT.

(8) **"PUBLICLY ACCESSIBLE LOCATION"** MEANS ONE OF THE FOLLOWING LOCATIONS: LETTS COMMUNITY CENTER, ALFREDA SCHMIDT COMMUNITY

CENTER, GIER COMMUNITY CENTER, FOSTER COMMUNITY CENTER, LANSING CITY HALL-CITY COUNCIL CHAMBERS, OR A CITY-OWNED BUILDING DURING REGULAR BUSINESS HOURS.

(9) "PUBLICLY ADVERTISED" MEANS PUBLISHED AT LEAST SEVEN (7) CONSECUTIVE DAYS ON THE LOCAL BUILDERS EXCHANGE AND THE CITY OF LANSING WEBSITE BEGINNING NO LESS THAN FOURTEEN (14) DAYS PRIOR TO THE DEADLINE FOR BID SUBMISSIONS.

(10) "SOLICITATION OF BIDS" MEANS A PUBLICLY ADVERTISED REQUEST FOR BIDS THAT INCLUDES THE DATE, TIME, AND DEADLINE FOR SUBMISSION, AS WELL AS ALL RELEVANT SPECIFICATIONS NECESSARY TO CALCULATE A BID.

(11) "TRANSPARENT AND FAIR BIDDING PROCESS" MEANS A BIDDING PROCESS THAT ALLOWS ALL INTERESTED PARTIES THE OPPORTUNITY TO BID ON PROJECTS, MAKES PUBLICLY AVAILABLE A LIST OF ALL WHO SUBMIT BIDS, PROVIDES FOR A PUBLIC OPENING OF THE BIDS, AND IDENTIFIES THOSE AWARDED CONTRACTS.

(C) REQUIREMENTS FOR APPROVAL

EVERY PROJECT SUBMITTED TO THE LANSING CITY COUNCIL FOR APPROVAL OF AN ECONOMIC INCENTIVE SHALL INCLUDE THE APPLICANT'S PROPOSED DEVELOPMENT AGREEMENT WITH AN ADDENDUM THAT DECLARES AND DISCLOSES THE FOLLOWING:

(1) APPLICANT AGREES TO PUBLICLY ADVERTISE ALL SOLICIATIONS FOR BIDS AS OUTLINED IN THIS ORDINANCE; AND,

(2) APPLICANT AGREES TO NOTIFY WHEN AND WHERE THE BID OPENING WILL OCCUR; AND,

(3) APPLICANT AGREES TO PUBLISH A LIST OF ALL PARTIES THAT SUBMITTED BIDS AND IDENTIFY THOSE AWARDED CONTRACTS; AND,

(4) APPLICANT UNDERSTANDS THAT FAILURE TO COMPLY WITH ONE OR MORE OF THE REQUIREMENTS LISTED HEREIN MAY RESULT IN REVOCATION OF ECONOMIC INCENTIVES; AND,

(5) CERTIFICATION THAT THE APPLICANT IS NOT IN FINANCIAL DEFAULT TO THE CITY OF LANSING RELATING TO TAXES, LICENSES, PERMITS, OR FEES WILL BE PROVIDED; AND,

(6) APPLICANT AGREES TO PROVIDE PROOF OF A VALID TAX IDENTIFICATION NUMBER, REQUIRED LICENSES, AND CERTIFICATES OF INSURANCE AS NECESSARY FOR THE PROJECT; AND,

(7) THE APPLICANT AGREES TO DISCLOSE ANY CITATION FOR A VIOLATION OF A TRANSPARENT AND FAIR BIDDING PROCESS; AND,

(8) THE APPLICANT AGREES TO DISCLOSE ANY GOVERNMENTAL DEBARMENT OR SUSPENSION FROM BIDDING OR CONTRACTING; AND,

(9) IF BIDS HAVE ALREADY BEEN SOLICITED, APPLICANT SHALL INCLUDE INFORMATION TO DEMONSTRATE WHETHER, AND TO WHAT EXTENT, THE APPLICANT ENGAGED IN A TRANSPARENT AND FAIR BIDDING PROCESS PRIOR TO APPLICATION FOR INCENTIVES.

(D) SCOPE. THIS ORDINANCE SHALL APPLY TO PROJECTS FROM THE TIME ECONOMIC INCENTIVES ARE REQUESTED THROUGH THE TIME OF PROJECT

COMPLETION AS DEFINED BY A DEVELOPMENT AGREEMENT BETWEEN THE APPLICANT AND THE CITY OF LANSING; OR, IF NO AGREEMENT EXISTS, BY THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY BY THE CITY OF LANSING. THE ACCEPTANCE OF AN APPLICATION BY THE CITY DOES NOT CONSTITUTE THE APPROVAL OF AN ECONOMIC INCENTIVE. THIS ORDINANCE SHALL ONLY APPLY TO ECONOMIC INCENTIVES THAT REQUIRE APPROVAL FROM THE CITY COUNCIL. THIS ORDINANCE SHALL NOT APPLY TO ANY ECONOMIC INCENTIVE OR PROJECT APPROVED PRIOR TO THE EFFECTIVE DATE OF THE ORDINANCE ADOPTED IN THIS SECTION. ***THIS ORDINANCE SHALL NOT APPLY TO PROJECTS WITH A PRIVATE INVESTMENT UNDER $750,000 OR FOR BID PACKAGES PROJECTED TO BE UNDER $25,000. THIS ORDINANCE SHALL ALSO NOT APPLY TO INDUSTRIAL PROJECTS.***

(E) PROJECT LABOR AGREEMENTS. NOTHING IN THIS ORDINANCE SHALL BE INTERPRETED TO PROHIBIT OR REQUIRE THAT A SUCCESSFUL BIDDER ENTER INTO A PROJECT LABOR AGREEMENT OR OTHER COLLECTIVE BARGAINING AGREEMENT AS A CONDITION OF CONTRACT AWARD.

(F) COMPLAINTS. ANY POTENTIAL BIDDER IN THE FIELD OF CONSTRUCTION WORK WHO ALLEGES VIOLATION(S) OF A PROJECT DEVELOPMENT AGREEMENT, PURSUANT TO SECTION 206.25, MAY SUBMIT A WRITTEN COMPLAINT THAT MUST CONTAIN SUPPORTING DOCUMENTATION TO THE OFFICE OF THE CITY ATTORNEY (OCA).

(G) INVESTIGATION AND HEARING. IF THE OCA DETERMINES THE COMPLAINT AND PRELMINARY EVIDENCE GATHERED INDICATE A PRIMA FACIE VIOLATION OF THIS ORDINANCE, THE OCA WILL CONDUCT A HEARING WITHIN SIXTY (60) DAYS AFTER THE INITIAL FINDING. THE APPLICANT ALLEGED TO HAVE COMMITTED A VIOLATION (RESPONDENT) AND THE CLAIMANT SHALL BE SENT BY REGULAR MAIL, AT LEAST TWENTY-ONE (21) DAYS IN ADVANCE, NOTICE OF THE SCHEDULED DATE AND TIME OF THE HEARING AND A REQUEST FOR EACH TO APPEAR. TESTIMONY AT THE HEARING WILL BE ON THE RECORD, UNDER OATH, AND RECORDED.

(H) VIOLATIONS. IN THE EVENT AN APPLICANT IS FOUND TO HAVE VIOLATED THE REQUIREMENTS OF THIS ORDINANCE, THE CITY MAY TAKE WHATEVER ACTION LEGALLY PERMISSIBLE TO REVOKE ANY ECONOMIC INCENTIVE PURSUANT TO THE DEVELOPMENT AGREEMENT.

(I) APPEAL. IF THE CITY COUNCIL DENIES AN APPLICATION FOR DEVELOPMENT INCENTIVES, THE APPLICANT MAY APPEAL THE COUNCIL'S DECISION TO THE CIRCUIT COURT. IF THE CITY PURSUES REVOCATION OF DEVELOPMENT INCENTIVES, THE APPLICANT MAY APPEAL TO THE STATE TAX COMMISSION.

(J) SUNSET. THIS ORDINANCE SHALL EXPIRE ON A DATE FIVE YEARS FROM THE DATE OF ENACTMENT.

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

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 invalid.

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

Approved as to form by the City Attorney on January 4, 2017

Chris Swope
Lansing City Clerk

February 24, 2017

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: http://lansingmi.gov/AgendaCenter

BOARD NAME	DATE OF MEETING
Board of Public Service	January 26, 2017
Elected Officers Compensation Commission	February 1, 2017

Board of Water and Light Board of Commission Minutes for November 15, 2016 are available at: https://www.lbwl.com/About-the-BWL/Board-Meetings/Board-Meeting-Agendas,-Minutes,-and-Packets/

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

Chris Swope, CMC, CMMC
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 □ clerk@lansingmi.gov

LANSING MICHIGAN

Chris Swope
Lansing City Clerk

February 24, 2017

Mayor Bernero, President Spitzley and Council Members
124 W. Michigan Ave., 10th Floor
Lansing, MI 48933

Dear Mayor Bernero, President Spitzley and Council Members:

In accordance with Article 5, Section 5-103.4 of the Lansing City Charter, I have prepared the attached report of **Board, Authority, and Commission Term Expirations**.

Please let me know if I can provide any further information in this matter.

Sincerely,

Chris Swope
Lansing City Clerk

Board, Authority, and Commission Term Expirations

Board of Ethics

TERM EXPIRATION	LAST NAME/FIRST NAME	POSITION
6/30/2016	Kris, Keith	Council - 4th Ward
6/30/2017	Doyle, Connie	Mayoral - At-Large
6/30/2017	Folkers, Rev. John	Council - 1st Ward

Board of Fire Commissioners

TERM EXPIRATION	LAST NAME/FIRST NAME	POSITION
6/30/2015	McConnell, Yvonne	3rd Ward
6/30/2015	Rhode, Jill	At-Large
6/30/2017	Draher, Betty	1st Ward
6/30/2017	Hoisington, Tom	At-Large

Board of Plumbing

TERM EXPIRATION	LAST NAME/FIRST NAME	POSITION
6/30/2014	Garza, Jeremy	Journeyman Plumber
6/30/2015	Steele, Walter	Citizen
6/30/2016	Mowry, Geoffrey	Journeyman Plmber
6/30/2016	Pond, William	Master Plumber
6/30/2016	Reck, Stephen	Citizen

Board of Police Commissioners

TERM EXPIRATION	LAST NAME/FIRST NAME	POSITION
6/30/2016	Carnegie, Clyde	4th Ward
6/30/2017	Macon, Drew	1st Ward
6/30/2017	Renfrew, William	At-Large

Board of Public Service

TERM EXPIRATION	LAST NAME/FIRST NAME	POSITION
6/30/2017	Babcock, Lyndon	At-Large
6/30/2017	Mahlow, Nancy	1st Ward

Board of Review

TERM EXPIRATION	LAST NAME/FIRST NAME	POSITION
6/30/2017	Mercer, Nathan	At-Large

Board, Authority, and Commission Term Expirations

Board of Water & Light

TERM EXPIRATION	LAST NAME/FIRST NAME	POSITION
6/30/2016	Thomas, Tracy	At-Large
6/30/2016	Zerkle, Sandra	4th Ward
6/30/2017	Goodrich, Stuart	Meridian/Delhi/DeWitt/La
6/30/2017	Louney, Dennis	1st Ward
6/30/2017	Mullen, Anthony	At-Large

Board of Zoning Appeals

TERM EXPIRATION	LAST NAME/FIRST NAME	POSITION
6/30/2014	Hovey, Josh	Planning Board Represen
6/30/2016	Rice, Mitch	At-Large
6/30/2017	Horne, Emly Marks	At-Large
6/30/2017	Leaming, Jordan	At-Large
6/30/2017	McGrain, Brian	At-Large

Building Board of Appeals

TERM EXPIRATION	LAST NAME/FIRST NAME	POSITION
6/30/2016	Drake, James R.	
6/30/2017	Knoy, Thomas	
6/30/2017	Wood, Barry	

Cable Advisory Board

TERM EXPIRATION	LAST NAME/FIRST NAME	POSITION
6/30/2010	Penniman, Matthew	At-Large
6/30/2012	McFadden, Michael	At-Large
6/30/2013	White, Ida	At-Large
6/30/2017	vacant	At-Large

Capital Area Transporation Authority

TERM EXPIRATION	LAST NAME/FIRST NAME	POSITION
9/30/2017	Swanson, Robert	City of Lansing
9/30/2017	Wilson, Anne	City of Lansing

Board, Authority, and Commission Term Expirations

Capital Region Airport Authority

TERM EXPIRATION	LAST NAME/FIRST NAME	POSITION
9/30/2016	Harkins, Samantha	City of Lansing
9/30/2017	Ward, Greg	City of Lansing

Community Corrections Adv. Bd.

TERM EXPIRATION	LAST NAME/FIRST NAME	POSITION
9/17/2017	Bicy, Rev. Charles	Joint - Service Sector
9/17/2017	Jahner, Monica	Joint - Work Force Devel

Downtown Lansing, Inc. Board

TERM EXPIRATION	LAST NAME/FIRST NAME	POSITION
6/30/2015	Johns, Lewis Douglas II	Business Owner
6/30/2017	Carella, Terry	Business Owner
6/30/2017	Schriner, Summer	Adjacent Nbhd. Resident

EDC/TIFA/LBRA

TERM EXPIRATION	LAST NAME/FIRST NAME	POSITION
2/28/2017	Jones, Calvin	At-Large
2/28/2017	LaVoie, Pierre	At-Large
2/28/2017	Ragan, Andrea	At-Large

Elected Officers Compensation Commission

TERM EXPIRATION	LAST NAME/FIRST NAME	POSITION
10/1/2016	Berryman, Kurt	At-Large
10/1/2017	Alley, Cassie	At-Large

Electrical Board

TERM EXPIRATION	LAST NAME/FIRST NAME	POSITION
6/30/2016	Peters, Joseph	Electric Utility
6/30/2017	vacant	Electrical Contractor

Board, Authority, and Commission Term Expirations

Employees Retirement Board

TERM EXPIRATION	LAST NAME/FIRST NAME	POSITION
6/30/2012	Dedic, Scott	Citizen Non-Retiree
6/30/2017	Kraus, Amy	Citizen Retiree
6/30/2017	Parker, Dennis	Public Service

Historic District Commission

TERM EXPIRATION	LAST NAME/FIRST NAME	POSITION
6/30/2013	Nelson, Cassandra	At-Large
6/30/2014	Mondro, Phillip	At-Large
6/30/2015	Sonnenberg, Curtis	At-Large
6/30/2015	Truscott, Tom	At-Large
6/30/2015	Winans, Nathalie	At-Large
6/30/2017	Vacant	At-Large
6/30/2017	Vacant	At-Large

Human Rel. & Comm. Serv. Board

TERM EXPIRATION	LAST NAME/FIRST NAME	POSITION
6/30/2010	Solis, Jonathan	At-Large
6/30/2017	Marshall, Edwina	1st Ward
6/30/2017	vacant	At-Large

Income Tax Board of Review

TERM EXPIRATION	LAST NAME/FIRST NAME	POSITION
6/30/2014	DeMartelaere, Michael	At-Large
6/30/2014	Salzman, Kenneth	At-Large
6/30/2014	Traub, Robert	At-Large

Joint Building Authority

TERM EXPIRATION	LAST NAME/FIRST NAME	POSITION
6/30/2006	Lannoye, Mary	Joint Appointee
6/30/2014	Ambrose, Jerry	Lansing Appointee

Board, Authority, and Commission Term Expirations

Lansing Entertainment & Pub. Facil. Auth

TERM EXPIRATION	LAST NAME/FIRST NAME	POSITION
6/30/2015	Janssen, Charles	At-Large
6/30/2015	Mickens, Charles	At-Large
6/30/2016	Bowen, Cynthia	At-Large
6/30/2016	Kaltenbach, Tim	At-Large
6/30/2017	Butler, James, III	At-Large
6/30/2017	Sparrow, Frederick	At-Large
6/30/2017	vacant	City Market Vendor
6/30/2017	Wright, Linda	At-Large

Lansing Housing Commission

TERM EXPIRATION	LAST NAME/FIRST NAME	POSITION
6/30/2017	Baltimore, Tony	At-Large

Local Development Finance Authority

TERM EXPIRATION	LAST NAME/FIRST NAME	POSITION
6/30/2015	Gamble, Chad	City of Lansing
6/30/2017	Bakken, Benjamin	City of Lansing

Mechanical Board

TERM EXPIRATION	LAST NAME/FIRST NAME	POSITION
6/30/2013	Ryan, Patrick	Contractor
6/30/2017	Gilmore, Paul	Commercial Heat & AC
6/30/2017	Metoyer, Marcus J	Residential Heat & AC

Memorial Review Board

TERM EXPIRATION	LAST NAME/FIRST NAME	POSITION
6/30/2011	Appling, Linda	3rd Ward
6/30/2011	Enriquez, Maria	At-Large
6/30/2013	Davis, Willie	1st Ward
6/30/2013	Moore, Angela	At-Large
6/30/2014	VanCore, Maria	At-Large
6/30/2016	Rogers, Chad	At-Large

Board, Authority, and Commission Term Expirations

Michigan Ave. Corridor Improvement Auth.

TERM EXPIRATION	LAST NAME/FIRST NAME	POSITION
6/30/2016	Lum, Jonathan	Resident
6/30/2017	Gillespie, Scott	
6/30/2017	Thompson, Phillip	

Next Michigan Development Corporation

TERM EXPIRATION	LAST NAME/FIRST NAME	POSITION
4/15/2015	Nicholoff, Kris	At-Large
4/15/2016	Mann, Julie	At-Large

Park Board

TERM EXPIRATION	LAST NAME/FIRST NAME	POSITION
6/30/2017	Gracia-Wing, Veronica	At-Large
6/30/2017	O'Brien, Rita	1st Ward

Planning Board

TERM EXPIRATION	LAST NAME/FIRST NAME	POSITION
6/30/2016	Hovey, Josh	4th Ward
6/30/2016	Martinez, Lynne	At-Large
6/30/2017	Henry, Alisande	At-Large
6/30/2017	Ruge, John P.	1st Ward

Potter Park Zoo Board

TERM EXPIRATION	LAST NAME/FIRST NAME	POSITION
12/31/2015	Kibbey, Rick	City of Lansing

Saginaw St. Corridor Improvement Auth.

TERM EXPIRATION	LAST NAME/FIRST NAME	POSITION
6/30/2014	Schury, Michael	
6/30/2015	Benck, Lisa	
6/30/2016	Ford, Bob	
6/30/2016	Thomas, Robert	
6/30/2017	Bahar-Cook, Rebecca	
6/30/2017	Marks, Jerome	At-Large

Board, Authority, and Commission Term Expirations

Tri-County Regional Planning Commission

TERM EXPIRATION	LAST NAME/FIRST NAME	POSITION
12/31/2003	Rodgers, Shirley	
12/31/2015	Brown Clarke, Judi	Elected
12/31/2015	Swope, Chris	Elected
12/31/2015	Yorko, Jessica	Elected

Chris Swope
Lansing City Clerk

February 24, 2017

President Spitzley and Council Members
10th Floor City Hall
Lansing, MI 48933

Re: Park Board Rules of Procedure

Dear President and Members of Council:

The attached Park Board Rules of Procedure have been approved by the City Attorney and submitted to my office. The Lansing City Charter provides “The rules shall be effective at the conclusion of the Council meetings at which they are received unless the Council directs otherwise.” The Charter further provides “The Council may object to the rules in whole or in part and may return them to the board proposing their adoption with a statement of its objections and recommendations.

Sincerely,

Chris Swope

Chris Swope, CMC
Lansing City Clerk

Lansing City Clerk’s Office
Ninth Floor, City Hall, 124 W. Michigan Ave., Lansing, MI 48933-1695
517-483-4131 • TDD 517-483-4479 • 517-377-0068 FAX
www.lansingmi.gov/clerk • clerk@lansingmi.gov

PARK BOARD RULES OF PROCEDURE

The Park Board is composed of citizens of the City of Lansing appointed by the Mayor and confirmed by City Council. The goal of the Park Board is to improve the general welfare of Lansing citizens through the services of the Parks and Recreation Department. The Board shall perform its function in accordance with provisions of Section 5-106 of the Lansing City Charter.

1. The Park Board shall annually organize at the first meeting in July by electing one of its members as President and another member as Vice-President. The elected officers shall hold their office for a period of one year. They may be re-elected at that time. The Director of the Parks and Recreation Department or his/her designee shall act as recorder for each meeting and shall prepare draft copies of the minutes for each meeting to be approved at the next meeting.

2. The President shall conduct the monthly meetings, and may appoint sub-committees and act as a representative or spokesperson for the Board with the approval of the Board. In the absence of the President, the Vice-President will perform the duties of the President.

3. A majority of the members serving on the Park Board shall constitute a quorum for the transaction of business and the taking of official action at its meetings.

4. No official action shall be taken as to the adoption of a comprehensive master plan, any part of a comprehensive master plan, or to recommend the renaming of city property to City Council without an affirmative vote of 2/3 of the members serving on the Park Board at the time of the vote.

5. Any amendment to a motion must be made by a majority vote of those members present.

6. Whenever a quorum is not present at a regular or special meeting, those present may adjourn the meeting to another time or may meet for the purpose of accumulating and accepting public comments on such matters as are on the agenda. However, no official action(s) may be taken at that meeting.

7. If a member is absent for more than three (3) unexcused absences annually, the member may be removed from the Board by an affirmative vote of 2/3 of the members serving on the Park Board at the time, excluding that member.

8. The Park Board shall schedule at least one regular meeting each month, usually on the second Wednesday of the month. Meetings will normally begin at 7:00 p.m. and may be held at an appropriate location decided by the Board. The date, time, and location of each meeting shall be posted in accordance with the Michigan Open Meetings Act.

9. A special meeting may be called at any time by the President with notice to all members and public notification as required.

10. Robert's Rules of Order will be used to conduct meetings.

11. All meetings of the Park Board shall be open to the public. Those in attendance shall have the opportunity to speak on any issue related to parks and recreation services not otherwise on the agenda at the end of the meeting and may speak on any agenda issue during the meeting after Park Board members have had an opportunity to discuss the issue or prior to the Board voting on the issue. The President may impose a time limit on public comments when the audience is large or the agenda is long.

12. Minutes of all Board Meetings shall be filed in the office of the City Clerk as a matter of public record.

13. As outlined in the City Charter, the Board is responsible for preparation and submission of an annual report by December 1, evaluating the Parks and Recreation Department. The Board shall also provide recommendations concerning the Department's budget, including capital improvement proposals.

Approved As To Form

J D Smiertka 2/13/17

James D. Smiertka
Lansing City Attorney

Revised Rules of Procedure approved by the Park Board on November 18, 2015

Chris Swope
Lansing City Clerk

February 24, 2017

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

Dear Councilmembers:

Your approval of the attached resolution is requested.

Sincerely,

Chris Swope, CMC
Lansing City Clerk

BY THE COMMITTEE ___

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, Averill School at 3201 Averill Drive is the Polling Place for Ward 3, Precinct 30; and

WHEREAS, Averill School will be inaccessible and unusable as a Polling Place due to construction at the facility for the August 8, 2017 City Primary Election; and

WHEREAS, the Tabernacle of David already serves as a Polling Location for the City of Lansing; and

WHEREAS, City Clerk Chris Swope recommends that the Polling Place for Ward 3, Precinct 30 be relocated to the Tabernacle of David for the August 8, 2017 City Primary Election;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, relocates the Polling Place for Ward 3, Precinct 30 to the Tabernacle of David at 2645 W. Holmes Road for the August 8, 2017 City Primary Election, and that that the City Clerk shall notify the Registered Electors of Ward 3, Precinct 30 of the relocation.

BE IT FURTHER RESOLVED, that effective with any election after the August 8, 2017 City Primary Election, the Polling Place for Ward 3, Precinct 30 shall return to the Averill School at 3201 Averill Drive, and that the City Clerk shall notify the Registered Electors of Ward 3, Precinct 30 of the relocation.

BE IT FINALLY RESOLVED, that the City Clerk shall work to ensure proper signage to assist relocated voters in finding their Polling Place.

City of Lansing

Inter-Departmental Memorandum

Virg Bernero, Mayor

To: Virg Bernero, Mayor

From: Susan Stachowiak, Zoning Administrator

Subject: CITY COUNCIL AGENDA ITEM
CDBG Annual Action Plan Adoption - FY 2017-18

Date: February 20, 2017

Please forward this resolution to City Council for placement on the Agenda.

If you have any questions, or need additional information, please give me a call.

Attachments

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

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) requires that the City of Lansing submits the Annual Action Plan in order to receive Community Development fund resources, including Community Development Block Grant (CDBG), HOME and Emergency Solutions Grant (ESG) program funds, for the upcoming fiscal year 2017-2018; and

WHEREAS, the CDBG, HOME and ESG entitlement amount allocated to Lansing for the upcoming fiscal year is $3,048,094 which is subject to adjustment by HUD; and

WHEREAS, the City estimates the amount of program income to be 40,000; and

WHEREAS, the City anticipates that HUD will approve a one-time transfer of $412,961 NSP3 program income into the CDBG program; and

WHEREAS, pursuant to program requirements, the City has conducted a citizen participation and open review process which has included meetings and public hearings with several organizations; and

WHEREAS, the City has further promoted participation, input and review in the process by conducting two (2) separate advertised public hearings before the Lansing Planning Board, one on December 6, 2016 regarding housing and community development needs and one on February 7, 2017 regarding proposed Annual Action Plan program objectives and projected use of Federal entitlement and formula program funds; and

WHEREAS, the City did also initiate and carry out the required thirty (30) day public comment period on the proposed 2017-18 Annual Action Plan by publishing a summary of the plan in the Lansing City Pulse March 13, 2017; and

WHEREAS, a public hearing will be held by the Lansing City Council on April 10, 2017, to again receive citizen comments and recommendations and to give final review to the Annual Action Plan; and

WHEREAS, Federal regulations require the City to make certain certifications and assurances to HUD as a part of the City's application and Annual Action Plan;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lansing adopts the Annual Action Plan for the City of Lansing that includes housing and community development goals, objectives, strategies, and budget for the use of community development fund resources for fiscal year 2017-2018 as proposed by the Committee on Development and Planning; and

BE IT FURTHER RESOLVED that the Mayor, as the City's Chief Executive Officer, is hereby authorized to sign the Annual Action Plan and application for FY 2017-2018, including all understandings, assurances and certifications contained therein, and to submit the grant application to the Department of Housing and Urban Development; and

BE IT FINALLY RESOLVED that the Mayor is authorized, as the official representative of the City of Lansing, to set-up budget line items, provide any and all information, to act in connection with the Annual Action Plan application and to execute all agreements, contracts and legal documents, including the agreement between the City and the Department of Housing and Urban Development, to secure CDBG, HOME and ESG funding and implement the Annual Action Plan programs.

Bob Johnson, Director
Planning & Neighborhood Development

Virg Bernero, Mayor

Development Office
316 N. Capitol Avenue, Suite D-2
Lansing, Michigan 48933
PH: 517.483.4040 – FAX: 517.483.6036
www.lansingmi.gov/development

February 22, 2017

Honorable Mayor Virg Bernero
Ninth Floor City Hall
Lansing, MI 48933-1694

Dear Mayor Bernero:

RE: Proposed Program Objectives and Projected Use of Federal Funds
Annual Action Plan FY 2017 (July 1, 2017- June 30, 2018)

The Lansing Planning Board, at their meeting on February 7, 2017 voted unanimously (4-0) to recommend approval of the Statement of Proposed Program Objectives and Projected Use of Community Development Fund Resources for the Annual Action Plan FY 2017 (July 1, 2017- June 30, 2018). A copy of the statement is attached for your review, which identifies the activities to be undertaken by the City using Community Development Block Grant (CDBG), HOME Program and ESG (Emergency Solutions Grant) Program Funds commencing July 1, 2017.

In accordance with the Citizen Participation Plan, several public hearings are conducted. The first public hearing was held on December 6, 2016 before the Planning Board to receive public comments about housing and community development needs. The minutes of the public hearing are attached to this letter for your information. Two participants expressed the need for CDBG resources to assist low to moderate income persons including youth, senior citizens, veterans and the disabled population with housing and supportive services.

The second of three public hearings regarding the federal funding allocations was held on February 7, 2017. There was one participant speaking on the need for additional funding to assist low to moderate income senior citizens with their housing needs.

The last hearing will be held before the City Council on April 10, 2017. In addition to the hearings, a public notice in the Lansing State Journal will be the final opportunity for public comments on the *draft* Annual Action Plan which will be solicited for a thirty (30) day period from March 14- April 12, 2016.

The Annual Action Plan, which is the City's planning document and application for these programs, must be submitted to the Department of Housing and Urban Development by May 14, 2017.

The proposed use of funds is based on goals and objectives established for each of the three (3) programs, and reflects needs identified and commitments made relative to housing, homeless services, economic development, weatherization, public improvements and other community development activities. The allocation for public services is limited to 15% of the estimated Community Development Block Grant. The allocations for administration, planning and urban design and project operations are staff and operating costs related to delivery of not only the CDBG, HOME and Emergency Solutions Grant Programs, but other State and Federal Programs as well. The federal resources for this year include Community Development Block Grant, NSP3 transfer of program income into CDBG, HOME grant (plus program income estimate), and Emergency Solutions Grant in the total amount of $3,048,094, which will be budgeted as proposed in the attached Summary of Funding Allocation for the next fiscal year

The Planning Board recommends that the Mayor and City Council adopt the Proposed Program Objectives, Goals and Projected Use of Community Development Fund Resources as part of the budget for Fiscal Year 2017-2018 for the City of Lansing. The recommendation was made by unanimous vote at the February 7, 2016 Planning Board meeting with the understanding that pro-rata adjustments will be made to the budget amount proposed for each activity once the actual grant amounts from HUD have been awarded. Attached for your information are copies of the minutes of the public hearings on December 6, 2016 and February 7, 2017.

Please forward this information to the members of the City Council.

Sincerely,

Susan Stachowiak, Secretary
Lansing Planning Board

Regular Meeting
LANSING PLANNING BOARD
December 6, 2016
6:30 p.m., Conference Room
Neighborhood Empowerment Center
600 W. Maple Street

MINUTES

1. OPENING SESSION

Mr. Hovey called the meeting to order at 6:35 p.m.

a. Present: Josh Hovey, Beth Graham, Lynne Martinez & Marta Cerna
b. Absent: John Ruge, Alisande Henry, Tony Cox
c. Staff: Bill Rieske, Susan Stachowiak & Doris Witherspoon

Ms. Graham made a motion, seconded by Ms. Martinez to grant excused absences for Ms. Henry and Mr. Cox. On a voice vote (4-0), the motion carried.

2. APPROVAL OF AGENDA

Ms. Martinez asked that the Board take up item 2 before item 1 under Old Business.

Mr. Hovey approved the agenda by unanimous consent with the change requested by Ms. Martinez.

3. COMMUNICATIONS - None

4. HEARINGS

a. **Fiscal Year 2017-2018 Annual Action Plan –**Housing & Community Needs Public Hearing

Ms. Witherspoon said that the purpose of the hearing is to allow citizens an opportunity to provide input and indicate needs, views and proposals for:

1. Housing and non-housing community development needs within the City of Lansing relevant to preparation of the City's FY 2017 - 2018 Annual Action to the Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG), HOME Investment Partnership Program formula programs and ESG (Emergency Solutions Grant)
2. The use of CDBG, HOME and ESG Program funds for fiscal year commencing July 1, 2017.

Ms. Witherspoon said that this is an opportunity for concerned citizens and neighborhood organizations to participate in the planning process and influence future programming and use of Federal program funds in Lansing. She said that the City of Lansing federal funds have historically been used for such activities as: housing rehabilitation, weatherization, public services, economic development, public improvements, new construction, down payment assistance and programs/services to assist the homeless. Ms. Witherspoon said that this is the action plan for the second year of the five year plan. She stated that the City does not know how much it will be receiving but it is anticipated that there will be a slight decrease in CDBG funds and a slight increase in Home funds.

Mr. Hovey opened the public hearing.

Julie Powers, Executive Director, Greater Lansing Housing Coalition, stated that the CDBG funds that they receive are used to leverage other funding sources. She said that some of the money is used for the "Tuesday Tool Men" program which is a group of about 25 volunteers that do a lot of very important work in the community. This is the largest tool man group in the country and they have built 30 handicap ramps in the City as well as several other projects to benefit persons of low to moderate income. She said that the Tool Men are able to build a ramp for about $1,500 whereas, it would cost about $6,000 if it were being done by a contractor. Building handicap ramps allows seniors to age-in-place which is something that GLHC strongly supports. Ms. Powers said that the funds also go to support the GLHC's Homeowner Education Resource Organization which provides free courses covering a variety of topics to help homeowners repair, maintain and improve their homes. She said that GLHC receives less than $100,000 of CDBG funds from the City on annual basis but it goes a long way.

Angela Pruitt, 809 Center Street, Board Chairwoman of Closing the Digital Gap (CTDG), said that this is the first time in several years that CTDG is not included in the proposed funding plan. She said that CTDG still needs the funds to continue their program and hopes that removing them from the plan was just an oversight. Ms. Pruitt stated that they provide computer training to seniors, youth, veterans, disabled individuals, etc. and are partnering with the YMCA and others in this endeavor.

Seeing no one else wishing to speak, Mr. Hovey closed the public hearing.

5. COMMENTS FROM THE AUDIENCE – None

Kathy Miles, 1128 Woodbine Avenue, Representing Rejuvenating South Lansing, asked if the Board considered her concerns about form-based codes and read them into the record. She said that what Ms. Stachowiak said at the last meeting about cats being kept indoors is not true. Ms. Miles stated that there are a lot of feral cats in her neighborhood and they do cause problems. She asked why the medical marijuana facility at 3001 S. Washington Avenue is still open while the rezoning is pending as it is not legal under the current zoning.

Elaine Womboldt, 4815 Tressa Drive, Representing Rejuvenating South Lansing, stated that the draft of the medical marijuana ordinance that the Board will be changing and therefore, it should not be considered at this time. She said that Mr. Smiertka did not know how the Planning Board received a copy of the letter that he wrote to the President of the City Council and the Mayor on October 4, 2016 requesting 60 days to revisit the proposed ordinance. Ms. Womboldt asked that the ordinance be sent back to the Public Safety Committee.

Jeff Donahue, 617 E. Hazel Street, stated that his facility conducts testing on medical marijuana and he is concerned about the separation distance requirements in the proposed ordinance and how it will affect his ability to continue operating at 617 Hazel Street. He questioned why pharmacies and liquor stores are not bound by these same separation requirements. Mr. Donahue said that grow, testing, and processing facilities should be concentrated in industrial districts. He said that he has invested a lot of money into his facility and the location seems very appropriate for the use.

6. **RECESS** – None.

7. **BUSINESS**

A. **Consent Items**

1. **Minutes for approval: November 1, 2016** – Approved as written

2. **2017 Planning Board Meeting Schedule:** Approved as written

B. **New Business**

1. **Act-11-2016– 637 E. Michigan Ave. (Clara's restaurant), Vacate Easements**

Mr. Rieske said that this is a request by 637 E. Michigan Avenue, LLC for the City to vacate utility easements remaining in the vacated N. East Street right-of-way at the site of the former Clara's restaurant. The street was vacated in 1990 with a reservation of utility easements that are no longer necessary. Mr. Rieske said that neither the railroad nor any of the utilities that responded to his notification of this request expressed any need for reserving this easement. To that end, staff is recommending approval of the request.

Ms. Martinez made a motion, seconded by Ms. Graham to recommend approval of Act-11-2016 to vacate the easements reserved in the 1978 and 1990 resolutions located within the N. East Street ROW and now attached to the former Clara's property at 637 E. Michigan Avenue. On a voice vote (4-0), the motion carried.

C. **Old Business**

1. **Zoning Ordinance Amendment - Medical Marijuana Facilities**

Ms. Stachowiak stated that the proposed ordinance that is included in the Board packet is the same as the one that was reviewed by the Board at its October meeting. She said that the Board members expressed the following concerns at the October meeting relative to the proposed ordinance:

- Requiring separation distances between grow/testing/processing facilities when it would seem appropriate to have such facilities concentrated in industrial area.
- Excessive separation distance requirements between medical marijuana dispensaries and churches, playgrounds, schools, parks, etc., thus significantly limiting the locations where MM facilities could be located.

- Placing requirements on a medical marijuana business with respect to security, financial assurances, hours of operation, licensing, etc., not required of drug stores or businesses that sell alcohol.

She said the Board also felt that it may be premature to enact an ordinance until such time and the State has had a chance to promulgate the rules pertaining to medical marijuana.

Ms. Martinez said that the State Commission that will be charged with promulgating the rules has not even been appointed yet. She also said that it is her understanding that the City has to have an ordinance in place to allow medical marijuana facilities before the State will issue licenses for such facilities within the City.

Mark Dotson, Deputy City Attorney, said that the Commission will likely not be appointed until December of 2017. He said that the only reference in the ordinance to zoning is a requirement that grow facilities must be located in industrial districts. Other than that, there is no reference to zoning in the State regulations. Mr. Dotson said that it is completely up to the City to determine how or if it wants to regulate and license these types of facilities.

Ms. Stachowiak said that the purpose of having the ordinance on the agenda for this meeting is to provide the City Attorney's Office with a complete list of concerns that the Board has with regard to the proposed ordinance. Ms. Stachowiak said that the Mayor's Office authorized the distribution of Mr. Smiertkas' October 4th letter to the Planning Board

Mr. Hovey asked what the problem is with regard to medical marijuana that the ordinance is trying to solve. He said that it is a legal, medicinal product and it is being very regulated and restricted, especially in comparison to how other controlled substances are regulated.

Ms. Martinez said that it appears that medical marijuana is being regulated far more restrictively than other schedule 1 narcotics. She said that what the Board is hearing is that there are a lot of people that need this medicine and want to be able to have access to it.

Mr. Hovey said that the ordinance appears to be designed to exclude rather than regulate medical marijuana facilities. He said that if the issue is that they look "seedy" than maybe we could require building façade improvements as part of the licensing process.

Ms. Stachowiak said that we do not require façade improvements for any other uses.

Mr. Dotson said that is a policy matter and if the City wanted to make façade improvements a requirement, it does not seem like that would be a problem.

Ms. Stachowiak said that she will see if the 3 members that are not here have any other comments relative to the proposed ordinance before she sends these comments to the City Attorney's Office.

2. Form-Based Code

Ms. Stachowiak stated that she made the following changes to the "General Provisions" chapter of the proposed Code that were discussed at the last meeting:

1. Added a clause stating that any animal, including ferrets, are permitted as long as they are kept in a cage, bowl or terrarium.

2. Included peacocks in the list of prohibited animals as requested by Ms. Henry.

3. Removed the language requiring that satellite dishes be black and made of mesh material.

4. Requiring that curbside trash containers may not be placed near the curb or in the public right-of-way before 5:00 p.m. the day before they are to be collected and must be removed from the curb not later than 10:00 p.m. the day of collection as requested by Mr. Cox.

Ms. Stachowiak said that the ordinance still does not have a limit on the number of cats as there is simply no way to enforce it. She said that she also did not change the ordinance to allow for intermittent parking of buses or other commercial vehicles in residential neighborhoods. Ms. Stachowiak said that this is something that the City would only respond to if it became a problem and if it does, we need to have an ordinance in place to deal with the complaints.

Ms. Stachowiak said that at the last meeting she asked the Board to consider whether it wanted to prohibit chain-link fences in all front yards except for industrially zoned properties.

The Planning Board decided to delay making its decision on the front yard chain-link fence issue until the next meeting.

Ms. Martinez asked that the time frame for curb side containers be changed to 4:00 the day prior to pick-up.

Ms. Stachowiak said that she would make that change.

Ms. Stachowiak stated that the sections regulating parking and non-conformities are still a work in progress and are currently being reviewed by the consultants. She said that the primary changes to the parking section involve allowing porous pavement, subject to approval by the City engineers, and reducing the amount of parking that is required for most uses.

Ms. Stachowiak said that these sections of the ordinance will be on the next Planning Board agenda for more discussion.

8. **REPORT FROM PLANNING MANAGER** – None

9. **COMMENTS FROM THE CHAIRPERSON** – None

10. **COMMENTS FROM BOARD MEMBERS**

11. **ADJOURNMENT** – Ms. Martinez adjourned the meeting at 7:50 p.m.

Regular Meeting
LANSING PLANNING BOARD
February 7, 2017
6:30 p.m., Conference Room
Neighborhood Empowerment Center
600 W. Maple Street

MINUTES

1. **OPENING SESSION**

Mr. Ruge called the meeting to order at 6:42 p.m.

a.	Present:	John Ruge, Josh Hovey, Lynne Martinez, Alisande Henry and Councilmember Judi Brown-Clarke
b.	Absent:	Tony Cox, Beth Graham & Marta Cerna
c.	Staff:	Susan Stachowiak, Doris Witherspoon & Don Kulhanek

Ms. Martinez made a motion, seconded by Ms. Henry to grant excused absences for Ms. Graham and Mr. Cox. On a voice vote (4-0), the motion carried.

2. **APPROVAL OF AGENDA - Mr. Ruge approved the agenda by unanimous consent with the removal of the public hearing on the Form-Based Code.**

3. **COMMUNICATIONS** - None

4. **HEARINGS**

a. **CDBG Resources - FY 2017 (7/1/17-6/30/18) Proposed Funding Allocations**

Ms. Witherspoon said that the intent of this public hearing is to provide citizens the opportunity to examine and comment on proposed objectives, goals and projected use of community development fund resources, including the Community Development Block Grant, HOME and Emergency Solutions grant programs, to be included in the City's Annual Action Plan submission for Fiscal Year 2017 (7/1/2017 – 6/30/2018). Ms. Witherspoon said that entitlement grant awards for FY 2017 have not been announced by HUD as of the date of this publication. Amounts proposed herein for FY 2017 CDBG,HOME and ESG activities are based on prior entitlement awards (approximately 2.6 million dollars). If the grant amounts HUD actually awards to the City of Lansing for CDBG, HOME and ESG are different from the amounts shown above, pro-rata adjustments will be made to the budget amounts proposed for each activity.

Ms. Witherspoon said that the primary objective of Lansing's Housing and Community Development Program is the development of a viable community which will provide standard housing in a suitable living environment, principally to benefit low and moderate income persons, preserve and expand existing businesses and industries, and create an atmosphere conducive to stability in neighborhoods. She asked that anyone wishing to speak, state their name and address for the record and the organization, if any, that they are representing.

Tammy Lemmer, Tri-County Office on Aging, 5303 S. Cedar Street, stated that she supports the goals and objectives as written. She expressed concerns about the small amount of funds being designated for homeless assistance and prevention. Ms. Lemmer said that there are a lot of people having to reside in nursing homes because they have nowhere else to go. She said that they are not considered homeless unless designated as such within 90 days prior to entering the nursing home. Ms. Lemmer said that there needs to be additional funding to provide housing for low-moderate income individuals.

Seeing no one else wishing to speak, Mr. Ruge closed the public hearing.

b. **Z-1-2017, 4215 N. Grand River Avenue, Rezoning from "D-1" Professional Office to "F" Commercial District**

Ms. Stachowiak said that this is a request by First Class, Inc. to rezone the property at 4215 N. Grand River Avenue from "D-1" Professional Office District to "F" Commercial District. The purpose of the rezoning is to permit commercial use of the subject property. She said that staff is recommending approval of the request. Ms. Stachowiak said that the adjacent property to the east is already zoned "F" Commercial and therefore, the proposed rezoning will not result in a "spot zone". She stated that from a planning perspective, commercial uses should primarily be concentrated along principal arterials as they are designed to carry the highest volumes of traffic. Office uses, by contrast, which typically do not generate nearly as much traffic as commercial uses, should primarily be concentrated along minor arterials. The proposed rezoning from "D-1" Professional Office to "F" Commercial is therefore, consistent with proper land use planning principles. In addition, Ms. Stachowiak said that the "F" Commercial district is the most appropriate zoning designation to facilitate the "Suburban Commercial" land use development strategy being advanced in Design Lansing Master Plan.

Mr. Ruge opened the public hearing. Seeing no one wishing to speak, Mr. Ruge closed the public hearing.

Mr. Ruge asked if the rezoning would trigger any landscape requirements. He said that there are residential land uses to the west and south of the subject property. He also asked about storm-water requirements if additional impervious surface is added to the site.

Ms. Stachowiak said that the rezoning, by itself, will not trigger any additional landscaping. She said that if the applicant does anything to the property that requires administrative site plan review, the site must be completely brought into compliance with all landscape, screening, buffering and storm water requirements. Ms. Stachowiak started that since there is no room for landscaping along the west property line, a screen fence would be required.

5. COMMENTS FROM THE AUDIENCE

Yvonne LeFave, 537 Beech Street, stated that she owns Go Green Trikes and she is beginning to outgrow her existing space. She said that there is a small parcel of land on East Street that is available and would be ideal for her operations, except that it is zoned residential. Ms. LeFave said that she would like to get this property rezoned so that she could build a garage on it for her business.

Ms. Martinez said that Ms. LeFave is a friend of hers but she does have some concerns about putting a business in the middle of a residential block.

Mr. Ruge asked Ms. Stachowiak to check this out, speak with Ms. LeFave, and report back to the Board.

Brand Johnson, 2875 N Glenn, stated that the State of Michigan allows for 5 different medical marijuana enterprises (dispensaries, cultivation, processing, testing and transport). He asked that the distance requirements that are intended to prevent concentrations of dispensaries not be imposed on the other 4 enterprises.

6. **RECESS** – None.

7. **BUSINESS**

A. **Consent Items**

1. **Minutes for approval: January 3, 2017** – Approved with the following correction to item 11 on page 6:

Change "Ms. Martinez" to "Mr. Ruge"

2. **Z-1-2017, 4215 N. Grand River Avenue, Rezoning from "D-1" Professional Office to "F" Commercial District -** Approved as requested

3. **CDBG Resources - FY 2017 (7/1/17-6/30/18) Proposed Funding Allocations –** Approved as recommended with the understanding that pro-rata adjustments will be made to the budge amount proposed for each activity once the actual grant amounts from HUD have been awarded.

B. **Old Business**

1. **Medical Marihuana Ordinance**

City Attorney, Jim Smiertka, stated that the City Council's Committee on Public Safety has been working on an ordinance to regulate medical marijuana facilities for a few years now. They have listened to many hours of public comment, held many meetings and came up with the current draft 6.a. Once approved, this ordinance would replace Chapter 20 in the Zoning Ordinance that currently regulates medical marijuana facilities in the City. Mr. Smiertka said that at the beginning of October, he issued a letter requesting an additional 60 days to ensure that the ordinance would be consistent with the State law. In the meantime, Ms. Stachowiak provided him with a list of the Planning Board's concerns about the ordinance and the 3 pages contained in the Board's packet are intended to address those concerns. Mr. Smiertka said that they have looked at how other cities are handling medical marijuana and have come up with a new draft. The Planning Board is being provided with that section of the new draft that deals with the zoning aspects as that is the aspect of the ordinance that the Planning Board is charged with reviewing. The Planning Board's recommendation will be forwarded to the Public Safety Committee and eventually, the Council will hold a public hearing before taking action on the final draft

Mr. Smiertka said that the State Act itself allow dispensing medical marijuana via caregiver operations. These are allowed in the City as a home occupation. He said that there are 5 types of medical marijuana establishments. These include dispensaries, cultivation, testing, processing and transport. Mr. Smiertka said that the State law has been in effect since December 20, 2016 but no licenses will be issued by the State until December of this year. This will give the Committee that has been appointed at the State level a chance to promulgate the rules governing the licensing of these facilities. Mr. Smiertka said that a license cannot be issued by the City without the State issuing a license. He stated excise taxes will come back to the City as well as other taxing entities from these facilities.

Mr. Smiertka said that several changes have been based on the Planning Boards' concerns about the exclusionary aspect of the ordinance. The new draft does not include an distance or separation requirements for any medical marijuana establishment, except dispensaries. The State law requires that grow facilities are limited to properties that are zoned industrial or agricultural. These types of facilities will be permitted in the City in the "H" & "I" Industrial and 'G-2" Wholesale districts. Mr. Smiertka said that in addition, the distance requirements for dispensaries have been reduced from 1,000 to 500 feet for church, child care centers, schools, etc. and to 300 feet from City parks. These distance requirements will be measured in the same manner as liquor licenses rather than "as the crow flies" which reduces the separation areas.

Sam Quon, City of Lansing Information Technology Department, said that dispensaries are permitted in all commercial districts, except the "G-1" district. Mr. Quon presented 3 maps. The first map depicts the restricted areas under the original draft 6.a. The draft allowed for 619 parcels completely outside of the restricted areas and 346 parcels that were partially outside of the restricted areas. The second map shows the restricted areas under the new draft. This allows for 1,288 parcels completely outside and 645 parcels partially outside the restricted areas. The changes, thus, have significantly increased the number of parcels that would allow a dispensary. The third map shows the differences between the 2 maps.

Ms. Martinez asked Ms. Stachowiak to email the Board members the new maps that Mr. Quon just presented.

Ms. Henry asked if the different enterprises cannot co-locate on the same parcel of land.,

Mark Dotson, Deputy City Attorney, stated that they may be able to operate in the same facility as long as both enterprises comply with all aspects of the ordinance.

Ms. Brown-Clarke asked if a medical marijuana facility will become nonconforming if a church moves in after it is already established.

Mr. Smiertka said that if the facility is there first, the church has no effect on it.

Ms. Henry asked if there is a list of existing facilities.

Mr. Quon replied no.

Mr. Hovey thanked the City Attorney' Office for listening to the Planning Board's concerns and making the changes to address those concerns. He asked if the 3 pages that the Board is reviewing will just be a part of draft 6.a.

Mr. Smiertka said that there will be an entirely new draft that contains the 3 pages the Board is currently reviewing. He said that this is the only part of the ordinance that the Planning Board is being asked to review and make a recommendation on. Mr. Smiertka said that the remaining changes will involve enhancing the definitions and making sure that the ordinance is consistent with the State law.

Mr. Ruge asked about the purpose of buffering medical marijuana facilities from churches, school, parks, etc. when we have no such requirements for pharmacies and liquor establishments.

Mr. Smiertka said that it is a matter of public policy. He said that it is similar to the State of Michigan determining that it is good public policy to require that liquor establishments are located at least 500 feet from churches. Mr. Smiertka said that the Public Safety Committee has determined that it is good public policy to require a separate between medical marijuana facilities and certain uses, including churches. He said that there are drug free zones and other state and federal laws dealing with marijuana. Mr. Smierka stated that the City will make it clear to all licensees that by issuing a license, the City is only saying that the facilities complies with City ordinances. The license will include a statement that, by signing the license/application, the licensee acknowledges that the facility/activity may not comply with all federal and state laws and by issuing the license, the City is not sanctioning or protecting them from prosecution for a violation of state or federal law. It is the risk that the licensee will have to accept.

Ms. Martinez said that the ordinance addresses licensing but the licensing will be through the State.

Mr. Smiertka said that the State will license the operator, whereas, the City will license the premises.

Ms. Martinez said that the ordinance deals with security, sanitation, financial requirements, including cash in the bank, etc. She said that she would like to see the entire ordinance.

Ms. Stachowiak said that the only part of the ordinance that is within the Planning Board's purview is the zoning and that is why only that portion of the ordinance has been provided to the Board. She said that the Planning Board is being asked to act on this ordinance at this meeting so that the City can move forward with finalizing the ordinance.

Ms. Henry said that she is concerned about the "first come, first serve" method of issuing licenses with respect to the separation requirements from one facility to another

Mr. Dotson said that the separation requirement between facilities only applies to dispensaries.

Mr. Hovey said that if the product is medicinal, then why is it being regulated as though it were recreational. He said that what is being presented is much better than the previous draft of the ordinance.

Ms. Martinez said that if the entire ordinance is not going to be provided to the Board, she will abstain from voting.

Mr. Ruge said that a Board member can only abstain if there is a conflict of interest. He also said that the remainder of the ordinance deals with regulation on the operations of medical marijuana facilities rather than the land use aspect which is what the Planning Board is charged with reviewing.

Mr. Hovey made a motion, seconded by Ms. Henry to delete "...another medical marijuana provisioning center;..." from the first paragraph on page 26 and to delete the entire second paragraph on page 26. On a voice vote (4-0), the motion carried unanimously.

Mr. Ruge said that the City does not require a separation between pharmacies or liquor license establishments. He questioned why medical marijuana facilities have to be separated from each other.

Ms. Henry agreed with Mr. Ruge. She said that medical marijuana has been legalized in Michigan and the facilities that dispense it need to be considered legitimate, allowable uses. Ms. Henry said that there should be no shame in operating or patronizing these facilities. She stated that they should not be looked upon as a seedy type of business and we should not just assume that they are going to be a problem when there is no evidence that they are a problem.

Mr. Dotson suggested that some of the Planning Board members come to the Council committee meetings at which the ordinance is being discussed to express their concerns.

Ms. Martinez asked Ms. Stachowiak to forward the committee agendas.

Mr. Hovey said that there are hundreds of medical marijuana dispensaries in Denver Colorado and they are not even noticeable as being different from any other business.

Ms. Martinez asked that the Council consider a sign ordinance amendment to address signs associated with medical marijuana facilities. She said that some of the signs in the City give a negative impression of these businesses.

Ms. Brown-Clarke said that the signs referred to on page 25 relate only to processing and transporting facilities.

Mr. Hovey made a motion, seconded by Ms. Henry to recommend approval of pages 25, 26 and 27 of the proposed medical marijuana ordinance dated January 31, 2017 with the deletion of "...another medical marijuana provisioning center;..." from the first paragraph on page 26 and the deletion of the entire second paragraph on page 26. On a voice vote (4-0), the motion carried unanimously.

C. New Business

1. Design Lansing Plan – 5-year Review

Ms. Stachowiak said that the Design Lansing Comprehensive Plan, adopted in April, 2012, will soon reach the 5-year mark. She said that Section 45(2) of the Michigan Planning Enabling Act (P.A. 33 of 2008) states that: "At least every 5 years after adoption of a master plan, a planning commission shall review the master plan and determine whether to commence the procedure to amend the master plan or adopt a new master plan. The review and its findings shall be recorded in the minutes of the relevant meeting or meetings of the planning commission."

Ms. Stachowiak said that The Design Lansing Comprehensive Plan has functioned well, and implementation is now in process. She said that Mr. Rieske is recommending that the City begin the Comprehensive Plan update after the completion and enactment of the Form–Based Code and "Shaping the Avenue" provisions and a suitable "breaking in" period (e.g. six months). The update should address the City of Lansing's P.A. 425 areas in Alaiedon, Delta, DeWitt, and Meridian Townships, any recommendations to fine-tune the Form-Based Code, and other issues as identified during the course of the update.

Ms. Stachowiak said that it could take till the end of the year to finalize the Form-Based Code because we are going to have to go over it in detail with the City Council. She said that then we will need a chance to work with it for a while so that we know what is working and what needs to be adjusted. Ms. Stachowiak suggested extending the Plan for 2 years.

Ms. Martinez made a motion, seconded by Ms. Henry to extend the Design Lansing Comprehensive Plan and to begin the process of updating the Plan in January of 2019. On a voice vote (4-0), the motion carried unanimously.

8. REPORT FROM PLANNING MANAGER – None

9. COMMENTS FROM THE CHAIRPERSON

Mr. Ruge said that he attended a forum on placemaking summit in October and one thing that was very evident is that a community has to do it with something that it already has. He said that there was an article in the City Pulse about mid-century modern buildings, which the City has many of, and there is a large exhibit right now at the Michigan History Museum.

10. COMMENTS FROM BOARD MEMBERS

Mr. Hovey thanked Ms. Brown-Clarke for attending the Planning Board meetings. He said that in the entire time that he has been on the Board, she is the first Councilmember that has come to the meetings.

Ms. Brown-Clarke said that the Planning & Neighborhood Development Committee, which she is now the chair of, really takes into account the Planning Board recommendations. -8

Mr. Hovey asked Ms. Stachowiak to look into a possible violation at the Verlinden & N. Genesee intersection.

11. ADJOURNMENT – Mr. Ruge adjourned the meeting at 8:33 p.m.

PROPOSED FUNDING ALLOCATIONS
PROGRAM ACTIVITIES AND USE OF FUNDS
ANNUAL ACTION PLAN 2017 (7/1/17 – 6/30/18)
CITY OF LANSING COMMUNITY DEVELOPMENT OBJECTIVES

The primary objective of Lansing's Housing and Community Development Program is the development of a viable community which will provide standard housing in a suitable living environment, principally to benefit low and moderate income persons, preserve and expand existing businesses and industries, and create an atmosphere conducive to stability in neighborhoods.

a. Provide standard housing in a suitable living environment through rehabilitation, new construction and improvement of the housing stock primarily in CDBG eligible neighborhoods and in specifically designated housing target areas.

b. Provide housing counseling and assistance that will benefit low and moderate-income households.

c. Promote home ownership for low and moderate-income households and promote deconcentration of poverty.

d. Maintain at current levels the number of public and assisted housing units available to low and moderate-income households.

e. Provide homeless prevention assistance, emergency shelter, street outreach and supportive human services for people with special needs, people who are homeless and those at risk of becoming homeless.

f. Provide assistance for permanent supportive housing and human services for low and moderate income households with a history of chronic homelessness, including those with special needs.

g. Promote economic opportunity for low and moderate-income individuals by facilitating economic development, providing employment opportunity, sponsoring job training, supporting business development, micro-enterprise lending and business or financial educational programs and initiatives.

h. Promote economic development to provide jobs, business services and shopping opportunities for residents located in CDBG eligible areas.

i. Provide community and neighborhood services, recreational opportunities and public facilities and promote neighborhood social cohesion to improve the quality of life in CDBG eligible neighborhoods.

j. Increase security and safety in neighborhoods by supporting public safety and crime prevention initiatives, public educational programs and citizens' awareness in CDBG eligible areas.

k. Improve the city's transportation, public facilities and infrastructure systems in CDBG eligible areas.

l. Protect and improve the city's physical environment, including preventing or eliminating blight, removing lead or other safety hazards, preserving historic resources, mitigating flood hazards, promoting healthy housing and improving energy fitness in housing occupied by low and moderate-income households.

m. Promote fair housing objectives.

n. Provide affordable housing and economic development that benefits low and moderate income people in the context of mixed use development along transit corridors.

COMMUNITY DEVELOPMENT BLOCK GRANT

CDBG Single-family, Owner-Occupied Rehab Program/Public Improvements

Includes loans and grants for rehabilitation of owner-occupied housing units through city sponsored programs, and in conjunction with affordable housing efforts sponsored by nonprofit housing corporations and other state and federal agencies. Includes funds to meet lead hazard reduction regulations in rehabilitated structures, funds to assist in emergency housing rehabilitation, market analysis activities and technical assistance to nonprofit housing corporations, contractors, and low- and moderate-income households. Includes loans and grants for owner-occupied single-family units through city sponsored programs, loans to rehabilitate historic homes in conjunction with rehabilitation of the unit, and loans or grants for ramps, hazard remediation or weatherization. Includes staff, office space, technical assistance, training and other direct project costs associated with delivery of Community Development Block Grant, HOME, Emergency Solutions Grant and other State and Federal Programs

General street, sidewalk, water/sewer improvements, including assistance to income eligible owner-occupants or those in CDBG-eligible areas for special assessments related to new improvements. Includes improvements to neighborhood parks, recreational facilities; public neighborhood, medical and community facilities in CDBG priority areas.

Proposed funding amount: $1,373,715

CDBG Rental Rehab Program/Weatherization

Includes loans and grants for rehabilitation of rental housing units through city sponsored programs. Includes funds to meet healthy housing standards and/or lead hazard reduction regulations in rehabilitated structures.

Proposed funding amount: $ 50,000

Acquisition

Includes acquisition, maintenance and security of properties acquired through programs, and activities related to acquisition, disposition, relocation and clearance of dilapidated structures. Funds may also be used to acquire properties in the flood plain. Includes staff time associated with this activity.

Proposed funding amount: $1,000

Public Services (limited to 15%)

Includes services for low- and moderate-income individuals such as: homeownership counseling, education, neighborhood counseling, youth and senior programs, neighborhood clean-ups, community gardens, home repair classes. Services are for low- and moderate-income individuals and/or those in CDBG-eligible areas located within the Lansing city limits.

Proposed funding amount: $ 258,510

Economic Development
Loans, technical assistance and training to low- and moderate-income owners of and persons developing micro-enterprises within or planning to locate within the Lansing city limits. Technical assistance to individuals and for-profit businesses including workshops, technology assistance, and façade improvement loans/grants. Creation of jobs to benefit low and moderate-income city of Lansing residents.

Technical assistance to individuals and for-profit businesses including workshops, technology assistance, façade improvement loans/grants, market analysis, business promotion, referrals for the attraction of new business and expansion of existing business within CDBG-eligible areas of Lansing.

Proposed funding amount: $129,060

CDBG General Administration (limited to 20%)
Includes staff and other costs associated with preparation of required Consolidated Planning documents, environmental clearances, fair housing activities and citizen participation activities associated with the delivery of CDBG, HOME and other state and federal programs.
Includes planning and general administration costs associated with delivery of CDBG and other state and federal programs. Includes indirect administrative costs and building rent paid to the city.

Proposed funding amount: $ 453,071

TOTAL CDBG AND NSP3 TRANSFER ($1,852,395 + $412,961=) $2,265,356

HOME

Down Payment Assistance
Funds provided to homebuyers for down payment and closing costs for purchase of a single-family home located within the Lansing city limits. Up to $15,000 will be available as a 0% interest second mortgage for homebuyers with income at or below 80% of median income. Assistance not limited to first-time homebuyers. May include staff time and/or homeownership counseling fees associated with this activity.

Proposed funding amount:$ 101,616

New Construction/HOME Rehab/Development Program
Includes funds for loans and grants for housing construction and rehabilitation with non-profit and for-profit developers, including CHDOs.

HOME funds allocated for housing developed in partnership with the city, including Supportive Housing Program (SHP) and Acquisition, Development and Resale (ADR) activities. Projects may include new construction and rehabilitation activities with non-profit and for-profit developers, including CHDOs. Funds may be used for staff time associated with these activities

Proposed funding amount: $ 336,812

CHDO Set-aside (15% minimum required)
Reserved for housing developed, sponsored or owned by CHDOs in partnership with the City.

Proposed funding amount: $ 86,234

Community Housing Development Organization (CHDO) Operating (limited to 5%)
Funds reserved at option of the City to provide operating funds to CHDO's utilizing the City's HOME funds to produce affordable housing in the community.

Proposed funding amount: $28,745

HOME General Administration (limited to 10%)
Includes staff and general administration costs to deliver the HOME program.

Proposed funding amount: $ 61,490

TOTAL HOME $ 614,897

EMERGENCY SOLUTIONS GRANT (ESG)

Street Outreach

Street Outreach activities.

Proposed funding amount: $ 10,000

Homeless Prevention

Homeless Prevention activities.

Proposed funding amount: $50,000

Administrative Activities (limited to 7.5%)

Funds provided to offset the cost of administering emergency solutions program.

Proposed funding amount: $ 12,588

Shelter Operation

Funds provided to shelter providers to cover cost of maintenance, operations, insurance, utilities and furnishings in shelter facilities.

Proposed funding amount: $ 95,253

TOTAL ESG: $167,841

SUMMARY

Forty -Third Year Community Development Resources

Program	Annual Action Plan
CDBG Entitlement Grant:	$1,852,395
CDBG NSP3 Transfer	$412,961
HOME Program Funds	$ 574,897
HOME Program Income (est.)	$40,000
ESG Program Funds:	$167,841
TOTAL	$3,048,094

Administrative, management and operation costs for the above programs include the administration, management and operations of the eligible activities, **as well as other federal and state community development programs in which the city is now or may be participating.**

Entitlement Grant Awards for FY 2017 (July 1, 2017-June 30, 2018) have not been announced by HUD as of the date of this publication. Amounts proposed herein for FY 2017 CDBG, HOME and ESG activities are based on prior entitlement awards. If the grant amounts HUD actually awards to the City of Lansing for CDBG, HOME and ESG are different from the amounts shown above, pro-rata adjustments will be made to the budget amounts proposed for each activity.

Resolution #___

RESOLUTION TO SET PUBLIC HEARING FOR ACTION PLAN FY2017-2018

BY THE COMMITTEE ON DEVELOPMENT AND PLANNING

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

Resolved by the City Council of the City of Lansing that a public hearing be set for Monday, April 10, 2017 at 7 p.m. in City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, for the purpose of receiving comments on the proposed CDBG resources for the Annual Action Plan submission to HUD for FY 2017-18.

Lansing Brownfield
Redevelopment Authority

Lansing Brownfield Redevelopment Authority
2200 Block Redevelopment Project

Brownfield Plan #67

2216-2224 E. Michigan Avenue
Lansing, Michigan 48912

PREPARED BY:

Triterra
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Lansing, Michigan 48906
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REVIEWED BY:

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Lansing, Michigan 48910
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November 23, 2016
Revised January 10, 2017

Approved by the LBRA on _____________

Adopted by the Lansing City Council on _____________

2200 Block Redevelopment
Brownfield Plan #67
November 23, 2016
Revised January 10, 2017

Table of Contents

1. Project Summary Sheet

The purpose of this Brownfield Plan (the "Plan") is to identify eligible activities and cost estimates for redevelopment of the property located at 2216 – 2224 E. Michigan Avenue in Lansing, Michigan. Brownfield tax increment financing is necessary to support redevelopment of the property.

Project Name:	2200 Block Redevelopment Project (the "Project")
Developer:	2200 BLOCK, LLC
Property Location:	2216 and 2224 East Michigan Avenue, Lansing, Michigan 48912 (the "Property")
Parcel Information:	Parcel IDs 33-01-01-14-304-401 and 33-01-01-14-304-391
Type of Eligible Property:	"Facility"
Project Description:	A complete redevelopment of the subject Property located in downtown Lansing. The Project includes a complete demolition and redevelopment of the vacant property located at 2216 – 2224 E. Michigan Avenue. The mixed-use development includes the construction of a 4-story building including 6,000 to 9,500 square feet of office/retail use on the first floor and between 33 and 37 residential units. The new structure will also include underground parking. Brownfield Eligible activities include asbestos surveys and abatement, building and site demolition, Baseline Environmental Assessment activities, due care activities, site preparation and public infrastructure improvements.
Total Capital Investment:	Property and Building Improvements: Estimated at $7,000,000 of which $1,747,533 is estimated as eligible for Brownfield Reimbursement.

Estimated Job Creation/Retention: The redevelopment is anticipated to generate 15 to 20 new full-time equivalent (FTE) jobs in the office/retail components of the Project. In addition, this redevelopment will result in the creation/retention of 20 to 30 temporary construction related jobs.

Duration of Plan: 19 years (starting in 2018)

Uses of New Taxes and Tax Increment Revenue (TIR):

Revenue	**Uses**	
TIR	To Reimburse Developer for Eligible Activity Costs	$ 1,252,455.00
	To Reimburse LBRA/Lansing Regional Brownfield Coalition (LRBC) for Eligible Activity Costs under EPA Brownfield Assessment Grant	$ 36,145.00
	To Reimburse LBRA for Eligible Activity Costs under Local Site Remediation Revolving Fund (LSRRF)	$ 0.00
	To Reimburse Developer for <u>Contingencies</u> on Eligible Activity Costs*	$ 185,738.00
	To Reimburse Developer for <u>Interest</u> on Eligible Activity Costs	$ 273,195.00
	Total Reimbursement to Developer	**$1,747,533.00**
TIR	To LBRA Plan Administration	$ 62,953.00
TIR	To LBRA Local Site Remediation Revolving Fund (LSRRF)	$ 62,953.00
TIR	To State Revolving Fund (SRF)	$ 97,520.00
	Total TIR Captured	**$1,970,959.00**
New Taxes	(10%) Distribution to Taxing Units	$ 208,160.00
New Taxes	New Taxes to Lansing School Sink Fund, City Debt, School Debt	$ 159,608.00
	TOTAL	**$2,338,727.00**

* BEA, Asbestos Survey, Brownfield Plan and Act 381 Work Plan preparation activities are excluded from contingency calculation

2. Purpose of Brownfield Plan and Past Use of the Property

The City of Lansing Brownfield Redevelopment Authority (Authority or "LBRA"), duly established by resolution of the City Council of the City of Lansing, pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, MCLA 125.2651 et. seq., as amended (Act 381), is authorized to exercise its powers within the City of Lansing, Michigan. The purpose of this Plan, to be implemented by the LBRA, is to satisfy the requirements for a Brownfield Plan as specified in Act 381

The Plan will allow the LBRA to use tax increment financing to reimburse 2200 BLOCK, LLC (the "Developer") for the costs of eligible activities required to redevelop the eligible property located at 2216 and 2224 E. Michigan Avenue in the City of Lansing, Michigan, (the "Property"). Any proposed redevelopment of the Property will only be economically viable with the support and approval of the brownfield redevelopment incentives described herein. The location of the Property is depicted on Figure 1.

The Property is fully defined in the following table and in Attachment A.

Eligible Property		
Address	**Tax ID**	**Basis of Eligibility**
2216 E. Michigan Avenue	33-01-01-14-304-401	Facility
2224 E. Michigan Avenue	33-01-01-14-304-391	Facility

The Property is located within the boundaries of the City of Lansing and is surrounded by commercial and residential property. Property layout and boundaries are depicted on Figure 2. The legal description of the Property is included in Attachment A.

The Property consists of two parcels of land with three single-story commercial buildings, two of which have walkout basements. The third building, which is much smaller, has no basement and is located on the southern portion of the parcel at 2216 E. Michigan Avenue The Property has a combined acreage of 0.46 acres, and currently vacant. The existing buildings were constructed on the Property between 1925 and 1930. A gasoline filling station and automotive repair businesses historically operated on the Property. A more complete history of the property is provided in Attachment B, Summary of Known Environmental Conditions.

The Property is considered an "eligible property" as defined by Act 381, Section 2 because: (a) the Property was previously utilized as a commercial property; (b) it is located within the City of Lansing, a qualified local governmental unit under MCL 125.2782(k); and (c) the Property has been determined to be a "facility" as the term is defined by Part 201 of Michigan's Natural Resources and Environmental Protection Act, P.A. 451, as amended. Areas of impact are shown on Figure 3.

3. Brownfield Project Description

The Project includes demolition of all existing obsolete buildings and site features at the subject Property. Redevelopment plans include the construction of a new 4-story mixed-use building including 6,000 to 9,500 square feet of office/retail use on the first floor and between 33 and 37 residential units on floors two through four. The Project also includes the construction of an underground parking structure to maximize parking capacity at the Property.

Total capital investment is estimated at $7,000,000. Redevelopment activities include asbestos abatement, demolition of the buildings, site demolition, due care activities, site preparation and infrastructure improvements.

The Project will result in the revitalization of historically vacant and deteriorating properties in the city of Lansing and will transform the appearance of this area along the Michigan Avenue Corridor. This Project will result in the creation of 15 to 20 new, full time equivalent jobs at an average hourly wage of $14.50 per hour. The Project is also projected to create/leverage 20 to 30 temporary construction related jobs.

4. Developer Eligible Activities

The Developer will be reimbursed for the costs of eligible activities necessary to support redevelopment of the Property. The activities that are intended to be carried out at the Property are considered "eligible activities" as defined by Sec 2 of Act 381 and include due care activities, asbestos abatement, demolition activities, site preparation, infrastructure improvements and preparation of the Brownfield Plan and Act 381 Work Plan.

The costs of eligible activities included in, and authorized by, this Plan will be reimbursed with incremental local tax revenues generated by the Property redevelopment and captured by the LBRA, subject to any limitations and conditions described in this Plan and the terms of a Reimbursement Agreement between the Developer and the Authority (the "Reimbursement Agreement"). The total cost of activities eligible for reimbursement from tax increment revenues is projected to be $1,747,533.

ELIGIBLE ACTIVITIES

ENVIRONMENTAL	
Baseline Environmental Assessment Activities	$28,450.00
Due Care Activities	$523,250.00
Total Environmental Costs	**$551,700.00**
NON-ENVIRONMENTAL	
Asbestos Activities	$31,300.00
Demolition	$107,900.00
Site Preparation Activities	$195,700.00
Public Infrastructure Improvements	$391,500.00
Total Non-Environmental Costs	**$726,400.00**
Total Environmental and Non-Environmental Eligible Activities	**$1,278,100.00**
Contingency (15%)*	$185,738.00
Brownfield Plan & Act 381 Work Plan Preparation	$10,500.00
Total Estimated Costs of Eligible Activities	**$1,474,338.00**
Interest (3%, simple)**	$273,195.00
Total Anticipate TIR Available for Reimbursement	**$1,747,533.00**
LBRA Plan Administration	$62,953.00
LBRA Local Site Remediation Revolving Fund	$62,953.00
State Revolving Fund	$97,520.00
Total Local/State TIR Capture	**$1,970,959.00**

* BEA, Asbestos Survey, Brownfield Plan and Act 381 Work Plan preparation activities are excluded from contingency calculation

** Interest is calculated at 3% on Developer costs only. Interest is not calculated on EPA Brownfield Assessment Grant activities completed for the Project or Brownfield Redevelopment Loan activities being pursued for the Project.

The costs listed above are estimated and may increase or decrease depending on the nature and extent of unknown conditions encountered on the Property. The actual cost of those eligible activities encompassed by this Plan that will qualify for reimbursement from tax increment revenues captured by the LBRA shall be governed by the terms of a Reimbursement Agreement. No costs of eligible activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of the Reimbursement

Agreement and Section 2 of Act 381 of 1996, as amended (MCL 125.2652). The Reimbursement Agreement and this Plan will dictate the total cost of eligible activities subject to payment. As long as the total cost limit described in this Plan is not exceeded, line item costs of eligible activities may be adjusted after the date this Plan is approved by the City of Lansing City Council.

5. Captured Taxable Value and Tax Increment Revenues

The costs of eligible activities included in, and authorized by, this Plan will be reimbursed with incremental local and state tax revenues generated by the Property redevelopment and captured by the LBRA. The LBRA will not be obligated to reimburse the Developer for Eligible Activities completed after December 31, 2018. Reimbursement of Eligible Activities completed after December 31, 2018 will be on a case-by-case basis.

The taxable value of the Property at the completion of this Brownfield Plan was $169,394, which is the initial taxable value for this Plan. The new projected taxable value for 2018 was estimated at $1,750,000 upon completion of the Project. Estimated taxable values were based on estimates determined by the Project's development team. The actual taxable value will be determined by the City's Assessor after the Project is completed.

It is estimated that the LBRA will capture tax increment revenues from 2018 through 2035 to reimburse the Developer for the cost of eligible activities, pay for the LBRA's administration of the Plan and make deposits into the LBRA's Local Site Remediation Revolving Fund. Ten percent of the local and state taxes generated by the increase in taxable value will be returned to the taxing units.

The captured incremental taxable value and associated tax increment revenue will be determined by the City Assessor. The actual increased taxable value of the land and all future taxable improvements on the Property may vary. Furthermore, the amount of tax increment revenue available under this Plan will be based on the actual millage levied annually by each local taxing jurisdiction on the increase in tax value resulting from the redevelopment project that is eligible and approved for capture.

6. Method of Brownfield Plan Financing

The Developer is ultimately responsible for financing the costs of eligible activities included in this Plan. At this time, neither the LBRA nor the County of Ingham will advance any funds to finance the eligible activities described in this Plan. However, the LBRA is currently considering applying for additional financial support through the Michigan Department of Environmental Quality (MDEQ) Brownfield Redevelopment Grant (BRG) and Brownfield Redevelopment Loan (BRL) program.

The inclusion of eligible activities and estimates of costs to be reimbursed in this Plan is intended to authorize the Developer to fund such reimbursements.

Reimbursements under the Reimbursement Agreement shall not exceed the cost of eligible activities and reimbursement limits described in this Plan.

The LBRA will be reimbursed for its costs to administer the Plan by utilizing 5% of the new local taxes captured per year for the duration of the Plan. The LBRA will also deposit 5% of the new local taxes captured per year for the duration of the Plan for deposit into its Revolving Fund.

7. Amount of Note or Bonded Indebtedness Incurred

None.

8. Duration of the Brownfield Plan

Unless amended by the Lansing City Council, the Plan is anticipated to remain in effect until all approved activities in this plan are covered or until the end of the year 2035, whichever occurs first.

9. Estimated Impact on Taxing Jurisdictions

The following table presents a summary of the new tax revenues generated by the taxing jurisdictions whose millage is subject to capture by the LBRA under this Plan. These are estimations based on the residential and commercial components of the proposed redevelopment.

Projected Impact to Taxing Jurisdictions			
Taxing Unit	**10% of New Taxes to Taxing Units**	**90% of New Taxes for BRA Administration, LSRRF Deposits and Developer Reimbursement**	**100% Total New Taxes**
Lansing Operating	$ 63,193	$ 568,736	$ 631,929
Ingham County	9,860	88,736	98,596
Ingham County Sum	20,753	186,776	207,529
Airport Authority	2,272	20,450	22,722
CATA	9,775	87,973	97,748
Capital Area District Library	5,071	45,639	50,710
Potter Park Zoo	1,333	11,995	13,328
Lansing Community College	12,376	111,383	123,759
Ingham Inter. School District	15,264	137,374	152,638
Lansing School District Operating	58,512	526,608	585,120
State Education Tax (3 mills)	9,752	87,768	97,520
Subtotals	***$ 208,160***	***$ 1,873,439***	***$ 2,081,599***
State Education Tax (3 mills State BRF)*			97,520
City Debt*			8,452
School Debt*			151,156
Subtotal			***$ 257,128***
Total			**$ 2,338,727**

* Increased by investment, but not captured for TIF reimbursement

Additional information related to the impact of tax increment financing on the various taxing jurisdictions is presented in Table 2.

10. Legal Description & Site Map

The Property location and boundaries are shown on Figures 1 and 2. The legal description of the Property is provided in Attachment A.

11. Personal Property

Incremental tax revenues resulting from new personal property will be captured if available. Any such funds will be used to reimburse the LBRA and Developer for eligible activities.

12. Displacement of Persons

No persons will be displaced as a result of this project.

13. LBRA Local Site Remediation Revolving Fund

No Local Site Remediation Revolving Funds will be used on this Brownfield Project. The LBRA will deposit 5% the new local taxes captured per year for the duration of the Plan into the LBRA's Local Site Remediation Revolving Fund as permitted by Act 381 of 1996, as amended ("the Act").

14. Other Information

The LBRA and the Lansing City Council, in accordance with the Act, may amend this Plan in the future in order to fund additional eligible activities associated with the Project described herein.

FIGURES

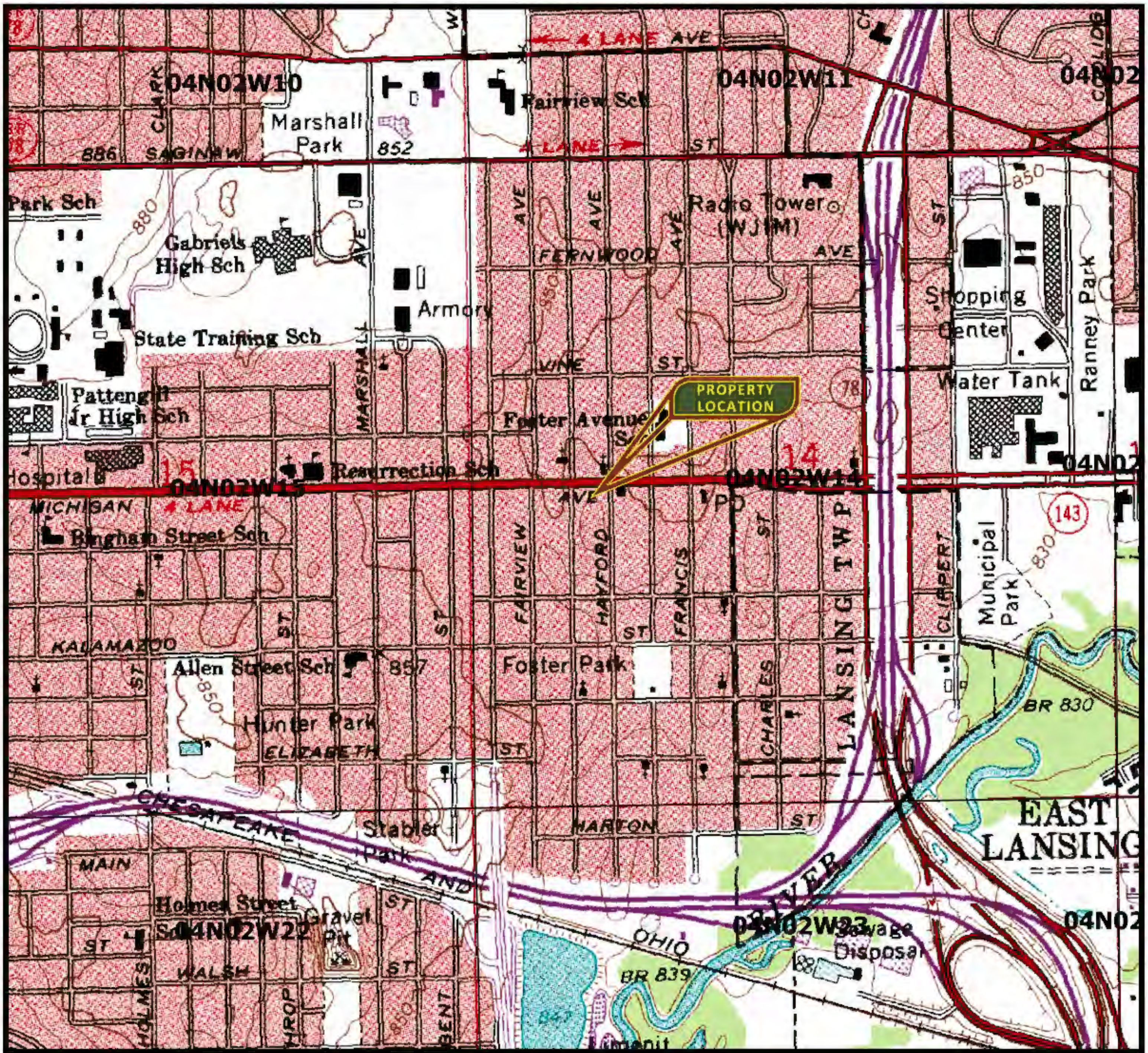

FIGURE 1
PROPERTY LOCATION

2216 - 2224 E. MICHIGAN AVENUE
LANSING, MICHIGAN 48912

INGHAM COUNTY
T. 04 N., R 02 W., SECTION 14

PROJECT NUMBER: 15-1536-12

ADAPTED FROM MI GEOGRAPHIC DATA LIBRARY DRG

TRI TERRA

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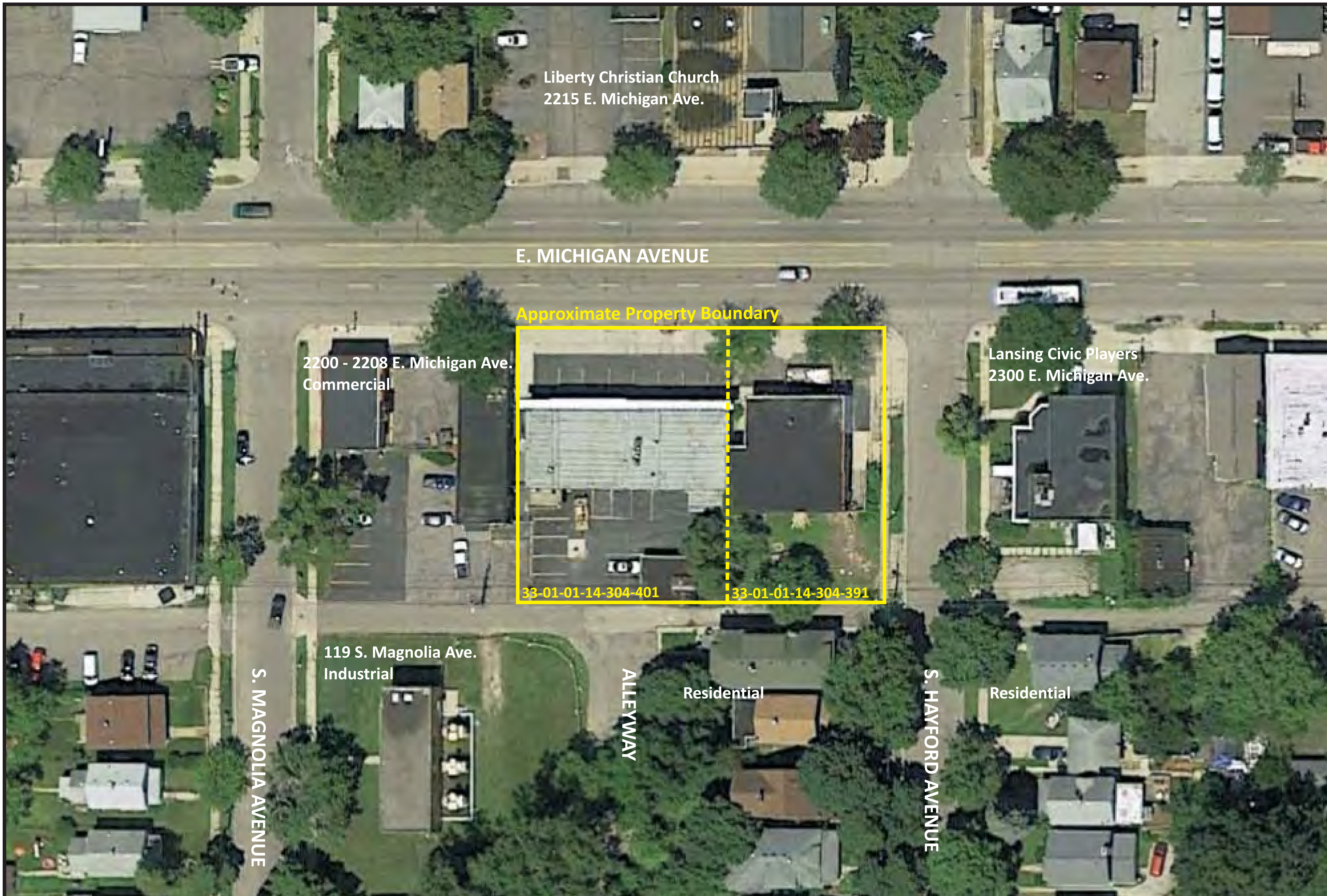
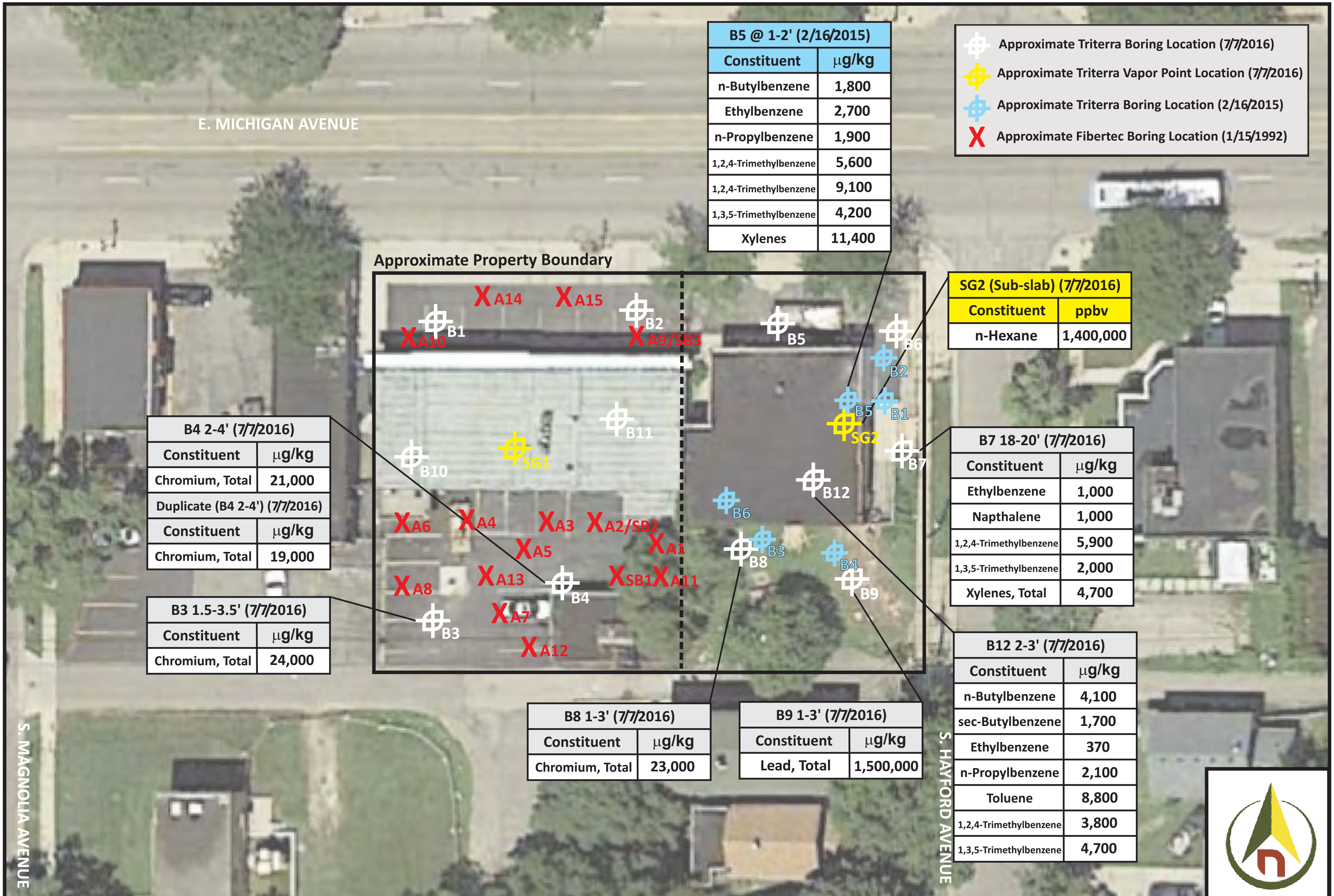


TRI TERRA

FIGURE 2		**2216 - 2224 E. MICHIGAN AVENUE LANSING, MICHIGAN 48912**
PROPERTY ORIENTATION DIAGRAM		
PROJECT NUMBER: 15-1536-12		DIAGRAM CREATED BY: RD DATE: 8/3/16



B5 @ 1-2' (2/16/2015)	
Constituent	µg/kg
n-Butylbenzene	1,800
Ethylbenzene	2,700
n-Propylbenzene	1,900
1,2,4-Trimethylbenzene	5,600
1,2,4-Trimethylbenzene	9,100
1,3,5-Trimethylbenzene	4,200
Xylenes	11,400

SG2 (Sub-slab) (7/7/2016)	
Constituent	ppbv
n-Hexane	1,400,000

B4 2-4' (7/7/2016)	
Constituent	µg/kg
Chromium, Total	21,000
Duplicate (B4 2-4') (7/7/2016)	
Constituent	µg/kg
Chromium, Total	19,000

B7 18-20' (7/7/2016)	
Constituent	µg/kg
Ethylbenzene	1,000
Napthalene	1,000
1,2,4-Trimethylbenzene	5,900
1,3,5-Trimethylbenzene	2,000
Xylenes, Total	4,700

B3 1.5-3.5' (7/7/2016)	
Constituent	µg/kg
Chromium, Total	24,000

B12 2-3' (7/7/2016)	
Constituent	µg/kg
n-Butylbenzene	4,100
sec-Butylbenzene	1,700
Ethylbenzene	370
n-Propylbenzene	2,100
Toluene	8,800
1,2,4-Trimethylbenzene	3,800
1,3,5-Trimethylbenzene	4,700

B8 1-3' (7/7/2016)	
Constituent	µg/kg
Chromium, Total	23,000

B9 1-3' (7/7/2016)	
Constituent	µg/kg
Lead, Total	1,500,000

TRITERRA

FIGURE 3

BORING LOCATIONS & ANALYTICAL RESULTS
EXCEEDING MDEQ PART 201 GRCC & SCREENING LEVELS

PROJECT NUMBER: 15-1536-12

2216 - 2224 E. MICHIGAN AVENUE
LANSING, MICHIGAN 48912

DIAGRAM CREATED BY: RD   DATE: 5/3/2016

TABLES

Table 1: Brownfield Eligible Activities

Table 2: Schedule Tax Increment Revenue

Table 1
Brownfield Eligible Activities
2216-2224 E. Michigan Avenue
Lansing, MI
January 9*, 2017*

		INCREMENTAL TAX CAPTURE			
STATE AND LOCAL ELIGIBLE ACTIVITIES	**COST**	**STATE/SCHOOL**		**LOCAL**	
ENVIRONMENTAL					
Baseline Environmental Assessment Activities	$ 28,450	35.80%	$ 10,185	64.20%	$ 18,265
Due Care Activities	$ 523,250	35.80%	$ 187,324	64.20%	$ 335,927
Environmental Subtotal:	**$ 551,700**		**$ 197,509**		**$ 354,191**
NON-ENVIRONMENTAL					
Asbestos Activities	$ 31,300	35.80%	$ 11,205	64.20%	$ 20,095
Demolition	$ 107,900	35.80%	$ 38,628	64.20%	$ 69,272
Site Preparation	$ 195,700	35.80%	$ 70,061	64.20%	$ 125,639
Infrastructure Improvements	$ 391,500	35.80%	$ 140,157	64.20%	$ 251,343
Non-Environmental Subtotal:	**$ 726,400**		**$ 260,051**		**$ 466,349**
Total Environmental and Non-Environmental:	**$ 1,278,100**				
Contingency (15%)	$ 185,738	35.80%	$ 66,494	64.20%	$ 119,244
Brownfield Plan Preparation/Act 381 Work Plan	$ 10,500	35.80%	$ 3,759	64.20%	$ 6,741
Interest (3%, simple)	$ 273,195	35.80%	$ 97,804	64.20%	$ 175,391
GRAND TOTAL - ELIGIBLE ACTIVITIES:	**$ 1,747,533**		**$ 625,617**		**$ 1,121,916**

NOTES:

These costs and revenue projections should be considered approximate estimates based on expected conditions and available information.
We cannot guarantee that the costs and revenue projections will not vary from these estimates
Contigency calculation excluded from BEA, Brownfield Plan and Act 381 Work Plan activities.

Table 2
Schedule of Tax Increment Revenue
2216-2224 E. Michigan Avenue
Lansing, MI
January 9, 2017

Calendar Year		2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2027	2028	2029
Plan Year			**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**
Initial Taxable Value (TV)		$ 169,394	$ 169,394	$ 169,394	$ 169,394	$ 169,394	$ 169,394	$ 169,394	$ 169,394	$ 169,394	$ 169,394	$ 169,394	$ 169,394	$ 169,394	$ 169,394
Projected Annual Increase in TV				1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%
Projected TV		$ 169,394	$ 1,750,000	$ 1,767,500	$ 1,785,175	$ 1,803,027	$ 1,821,057	$ 1,839,268	$ 1,857,660	$ 1,876,237	$ 1,894,999	$ 1,913,949	$ 1,933,089	$ 1,952,420	$ 1,971,944
Total Captured TV		$ -	$ 1,580,606	$ 1,598,106	$ 1,615,781	$ 1,633,633	$ 1,651,663	$ 1,669,874	$ 1,688,266	$ 1,706,843	$ 1,725,605	$ 1,744,555	$ 1,763,695	$ 1,783,026	$ 1,802,550
Annual TIF Revenue by Taxing Jurisdiction	**Millage Rate**														
Local Capture															
Lansing Operating	19.4400	$ -	$ 30,727	$ 31,067	$ 31,411	$ 31,758	$ 32,108	$ 32,462	$ 32,820	$ 33,181	$ 33,546	$ 33,914	$ 34,286	$ 34,662	$ 35,042
Ingham County	3.0331	$ -	$ 4,794	$ 4,847	$ 4,901	$ 4,955	$ 5,010	$ 5,065	$ 5,121	$ 5,177	$ 5,234	$ 5,291	$ 5,349	$ 5,408	$ 5,467
Ingham County Sum	6.3842	$ -	$ 10,091	$ 10,203	$ 10,315	$ 10,429	$ 10,545	$ 10,661	$ 10,778	$ 10,897	$ 11,017	$ 11,138	$ 11,260	$ 11,383	$ 11,508
Airport Authority	0.6990	$ -	$ 1,105	$ 1,117	$ 1,129	$ 1,142	$ 1,155	$ 1,167	$ 1,180	$ 1,193	$ 1,206	$ 1,219	$ 1,233	$ 1,246	$ 1,260
CATA	3.0070	$ -	$ 4,753	$ 4,806	$ 4,859	$ 4,912	$ 4,967	$ 5,021	$ 5,077	$ 5,132	$ 5,189	$ 5,246	$ 5,303	$ 5,362	$ 5,420
Capital Area District Library	1.5600	$ -	$ 2,466	$ 2,493	$ 2,521	$ 2,548	$ 2,577	$ 2,605	$ 2,634	$ 2,663	$ 2,692	$ 2,722	$ 2,751	$ 2,782	$ 2,812
Potter Park Zoo	0.4100	$ -	$ 648	$ 655	$ 662	$ 670	$ 677	$ 685	$ 692	$ 700	$ 707	$ 715	$ 723	$ 731	$ 739
Lansing Community College	3.8072	$ -	$ 6,018	$ 6,084	$ 6,152	$ 6,220	$ 6,288	$ 6,358	$ 6,428	$ 6,498	$ 6,570	$ 6,642	$ 6,715	$ 6,788	$ 6,863
Ingham Intermediate School District	4.6956	$ -	$ 7,422	$ 7,504	$ 7,587	$ 7,671	$ 7,756	$ 7,841	$ 7,927	$ 8,015	$ 8,103	$ 8,192	$ 8,282	$ 8,372	$ 8,464
School Capture															
School Operating	18.0000	$ -	$ 28,451	$ 28,766	$ 29,084	$ 29,405	$ 29,730	$ 30,058	$ 30,389	$ 30,723	$ 31,061	$ 31,402	$ 31,747	$ 32,094	$ 32,446
State Education Tax (SET)	6.0000	$ -	$ 9,484	$ 9,589	$ 9,695	$ 9,802	$ 9,910	$ 10,019	$ 10,130	$ 10,241	$ 10,354	$ 10,467	$ 10,582	$ 10,698	$ 10,815
Total Millage	67.0361														
Total Capture Available															
Local Tax Capture Available		$ -	$ 68,023	$ 68,776	$ 69,537	$ 70,305	$ 71,081	$ 71,865	$ 72,656	$ 73,456	$ 74,263	$ 75,079	$ 75,903	$ 76,734	$ 77,575
Sub-total State Tax Capture Available		$ -	$ 37,935	$ 38,355	$ 38,779	$ 39,207	$ 39,640	$ 40,077	$ 40,518	$ 40,964	$ 41,415	$ 41,869	$ 42,329	$ 42,793	$ 43,261
Capture for State Brownfield Redevelopment Fund (3 mills of SET) (25-Yrs)		$ -	$ 4,742	$ 4,794	$ 4,847	$ 4,901	$ 4,955	$ 5,010	$ 5,065	$ 5,121	$ 5,177	$ 5,234	$ 5,291	$ 5,349	$ 5,408
State Tax Capture Available		$ -	$ 33,193	$ 33,560	$ 33,931	$ 34,306	$ 34,685	$ 35,067	$ 35,454	$ 35,844	$ 36,238	$ 36,636	$ 37,038	$ 37,444	$ 37,854
Local Tax Increment to Taxing Units (10%)		$ -	$ 6,802	$ 6,878	$ 6,954	$ 7,031	$ 7,108	$ 7,186	$ 7,266	$ 7,346	$ 7,426	$ 7,508	$ 7,590	$ 7,673	$ 7,757
School Tax Increment to Taxing Units (10%)		$ -	$ 3,319	$ 3,356	$ 3,393	$ 3,431	$ 3,468	$ 3,507	$ 3,545	$ 3,584	$ 3,624	$ 3,664	$ 3,704	$ 3,744	$ 3,785
Local Tax Increment (90%)		$ -	$ 61,221	$ 61,899	$ 62,583	$ 63,275	$ 63,973	$ 64,678	$ 65,391	$ 66,110	$ 66,837	$ 67,571	$ 68,312	$ 69,061	$ 69,817
School Tax Increment (90%)		$ -	$ 29,873	$ 30,204	$ 30,538	$ 30,876	$ 31,216	$ 31,561	$ 31,908	$ 32,259	$ 32,614	$ 32,972	$ 33,334	$ 33,699	$ 34,068
Cumulative Captured Taxes (90%)		$ -	$ 91,094	$ 183,197	$ 276,319	$ 370,469	$ 465,658	$ 561,897	$ 659,196	$ 757,566	$ 857,017	$ 957,560	$ 1,059,206	$ 1,161,966	$ 1,265,852
Reimbursement of BRA Administration Costs															
Capture for BRA Administrative Costs		$ -	$ 3,061	$ 3,095	$ 3,129	$ 3,164	$ 3,199	$ 3,234	$ 3,270	$ 3,306	$ 3,342	$ 3,379	$ 3,416	$ 3,453	$ 3,491
Capture for BRA Local Site Revolving Loan Fund (LSRRF)		$ -	$ 3,061	$ 3,095	$ 3,129	$ 3,164	$ 3,199	$ 3,234	$ 3,270	$ 3,306	$ 3,342	$ 3,379	$ 3,416	$ 3,453	$ 3,491
Cumulative BRA Capture		$ -	$ 6,122	$ 12,312	$ 18,570	$ 24,898	$ 31,295	$ 37,763	$ 44,302	$ 50,913	$ 57,597	$ 64,354	$ 71,185	$ 78,091	$ 85,073
Reimbursement of Remaining Eligible Activities to Developer ($1,752,095)															
Local/State Annual Total Tax Capture		$ -	$ 84,972	$ 85,913	$ 86,863	$ 87,823	$ 88,792	$ 89,771	$ 90,760	$ 91,759	$ 92,767	$ 93,786	$ 94,815	$ 95,854	$ 96,904
Local/State Remaining Tax Increment Reimbursement		$ 1,747,533	$ 1,662,561	$ 1,576,648	$ 1,489,785	$ 1,401,962	$ 1,313,170	$ 1,223,399	$ 1,132,639	$ 1,040,880	$ 948,113	$ 854,327	$ 759,512	$ 663,658	$ 566,754

Taxes - Proportionality		
Local Taxes	43.0361	64.20%
State Taxes	24.0000	35.80%
Total	67.0361	100.00%

Debt Millage - Not Captured - New Tax Revenue		2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2027	2028	2029
Lansing Debt	0.2600	$ -	$ 411	$ 416	$ 420	$ 425	$ 429	$ 434	$ 439	$ 444	$ 449	$ 454	$ 459	$ 464	$ 469
Lansing School Debt	4.6500	$ -	$ 7,350	$ 7,431	$ 7,513	$ 7,596	$ 7,680	$ 7,765	$ 7,850	$ 7,937	$ 8,024	$ 8,112	$ 8,201	$ 8,291	$ 8,382
Cumulative Debt Millage Capture	4.9100	$ -	$ 7,761	$ 15,607	$ 23,541	$ 31,562	$ 39,672	$ 47,871	$ 56,160	$ 64,541	$ 73,014	$ 81,579	$ 90,239	$ 98,994	$ 107,844

Table 2
Schedule of Tax Increment Revenue
2216-2224 E. Michigan Avenue
Lansing, MI
January 9, 2017

	Calendar Year	2030	2031	2032	2033	2034	2035	
	Plan Year	14	15	16	17	18	19	
Initial Taxable Value (TV)		$ 169,394	$ 169,394	$ 169,394	$ 169,394	$ 169,394	$ 169,394	
Projected Annual Increase in TV		1%	1%	1%	1%	1%	1%	
Projected TV		$ 1,991,663	$ 2,011,580	$ 2,031,696	$ 2,052,013	$ 2,072,533	$ 2,093,258	
Total Captured TV		$ 1,822,269	$ 1,842,186	$ 1,862,302	$ 1,882,619	$ 1,903,139	$ 1,229,935	
Annual TIF Revenue by Taxing Jurisdiction	**Millage Rate**							Total
Local Capture								
Lansing Operating	19.4400	$ 35,425	$ 35,812	$ 36,203	$ 36,598	$ 36,997	$ 23,910	$ 631,929
Ingham County	3.0331	$ 5,527	$ 5,588	$ 5,649	$ 5,710	$ 5,772	$ 3,731	$ 98,596
Ingham County Sum	6.3842	$ 11,634	$ 11,761	$ 11,889	$ 12,019	$ 12,150	$ 7,852	$ 207,529
Airport Authority	0.6990	$ 1,274	$ 1,288	$ 1,302	$ 1,316	$ 1,330	$ 860	$ 22,722
CATA	3.0070	$ 5,480	$ 5,539	$ 5,600	$ 5,661	$ 5,723	$ 3,698	$ 97,748
Capital Area District Library	1.5600	$ 2,843	$ 2,874	$ 2,905	$ 2,937	$ 2,969	$ 1,919	$ 50,710
Potter Park Zoo	0.4100	$ 747	$ 755	$ 764	$ 772	$ 780	$ 504	$ 13,328
Lansing Community College	3.8072	$ 6,938	$ 7,014	$ 7,090	$ 7,168	$ 7,246	$ 4,683	$ 123,759
Ingham Intermediate School District	4.6956	$ 8,557	$ 8,650	$ 8,745	$ 8,840	$ 8,936	$ 5,775	$ 152,638
School Capture								
School Operating	18.0000	$ 32,801	$ 33,159	$ 33,521	$ 33,887	$ 34,256	$ 22,139	$ 585,120
State Education Tax (SET)	6.0000	$ 10,934	$ 11,053	$ 11,174	$ 11,296	$ 11,419	$ 7,380	$ 195,040
Total Millage	67.0361							**$ 2,179,119**
Total Capture Available								
Local Tax Capture Available		$ 78,423	$ 79,280	$ 80,146	$ 81,021	$ 81,904	$ 52,932	
Sub-total State Tax Capture Available		$ 43,734	$ 44,212	$ 44,695	$ 45,183	$ 45,675	$ 29,518	
Capture for State Brownfield Redevelopment Fund (3 mills of SET) (25-Yrs)		$ 5,467	$ 5,527	$ 5,587	$ 5,648	$ 5,709	$ 3,690	$ 97,520
State Tax Capture Available		$ 38,268	$ 38,686	$ 39,108	$ 39,535	$ 39,966	$ 25,829	
Local Tax Increment to Taxing Units (10%)		$ 7,842	$ 7,928	$ 8,015	$ 8,102	$ 8,190	$ 5,293	$ 139,896
School Tax Increment to Taxing Units (10%)		$ 3,827	$ 3,869	$ 3,911	$ 3,953	$ 3,997	$ 2,583	$ 68,264
Local Tax Increment (90%)		$ 70,581	$ 71,352	$ 72,132	$ 72,919	$ 73,713	$ 47,638	
School Tax Increment (90%)		$ 34,441	$ 34,817	$ 35,198	$ 35,581	$ 35,969	$ 23,246	
Cumulative Captured Taxes (90%)		$ 1,370,874	$ 1,477,043	$ 1,584,372	$ 1,692,872	$ 1,802,555	$ 1,873,439	
Reimbursement of BRA Administration Costs								
Capture for BRA Administrative Costs		$ 3,529	$ 3,568	$ 3,607	$ 3,646	$ 3,686	$ 2,382	
Capture for BRA Local Site Revolving Loan Fund (LSRRF)		$ 3,529	$ 3,568	$ 3,607	$ 3,646	$ 3,686	$ 2,382	
Cumulative BRA Capture		$ 92,131	$ 99,266	$ 106,479	$ 113,771	$ 121,143	$ 125,906	$ 125,906
Reimbursement of Remaining Eligible Activities to Developer ($1,752,095)								
Local/State Annual Total Tax Capture		$ 97,964	$ 99,035	$ 100,116	$ 101,208	$ 102,311	$ 66,120	$ 1,747,533
Local/State Remaining Tax Increment Reimbursement		$ 468,790	$ 369,756	$ 269,640	$ 168,432	$ 66,120	$ 0	**$ 2,179,119**

Debt Millage - Not Captured - New Tax Revenue								
Lansing Debt	0.2600	$ 474	$ 479	$ 484	$ 489	$ 495	$ 320	$ 8,452
Lansing School Debt	4.6500	$ 8,474	$ 8,566	$ 8,660	$ 8,754	$ 8,850	$ 5,719	$ 151,156
Cumulative Debt Millage Capture	4.9100	$ 116,792	$ 125,837	$ 134,981	$ 144,224	$ 153,569	$ 159,608	**$ 159,608**
								$ 2,338,727

Attachment A

Legal Descriptions of the Property

ATTACHMENT A

Legal Description of the Property
2216-2224 E. Michigan Avenue
Lansing, MI

Tax ID	Property Address	Legal Description
33-01-01-14-304-401	2216 and 2220 E. Michigan Avenue	LOTS 360, 361 & 362 LESLIE PARK SUB
33-01-01-14-304-391	2224 E. Michigan Avenue	LOTS 363 & 364 LESLIE PARK SUB

2216 E MICHIGAN AVE LANSING, MI 48912 (Property Address)

Parcel Number: 33-01-01-14-304-401

Item **1** of **4** 2 Images / 2 Sketches

Property Owner: 2200 BLOCK L L C

Summary Information

- > Commercial/Industrial Building Summary
  - Yr Built: 1969
  - # of Buildings: 1
  - Total Sq.Ft.: 4,180
- > Property Tax Information found
- > Assessed Value: $167,700 | Taxable Value: $129,494
- > 1 Building Department records found across 1 property

Owner and Taxpayer Information

Owner	2200 BLOCK L L C 329 S WASHINGTON SQ SUITE # 1 LANSING, MI 48933	**Taxpayer**	SEE OWNER INFORMATION

General Information for Tax Year 2016

Property Class	COMMERCIAL	**Unit**	33 CITY OF LANSING - INGHAM
School District	LANSING	**Assessed Value**	$167,700
MAP #	P -1680 -0534	**Taxable Value**	$129,494
TOP TEN	*Not Available*	**State Equalized Value**	$167,700
NEW PERMITS	*Not Available*	**Date of Last Name Change**	09/28/2016
USER ALPHA 3	*Not Available*	**Notes**	*Not Available*
Historical District	*Not Available*	**Census Block Group**	*Not Available*
TYPE CODE	*Not Available*		

Principal Residence Exemption Information

Homestead Date	12/30/1997

Principal Residence Exemption	June 1st	Final
2016	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2015	$149,200	$149,200	$129,107
2014	$133,700	$133,700	$127,074
2013	$123,400	$123,400	$123,400

Land Information

Zoning Code	*Not Available*	**Total Acres**	0.277
Land Value	$44,600	**Land Improvements**	$4,650
Renaissance Zone	No	**Renaissance Zone Expiration Date**	*Not Available*
ECF Neighborhood	O215-E MICHIGAN AVE-OFFICES	**Mortgage Code**	*Not Available*
Lot Dimensions/Comments	SQ 12078	**Neighborhood Enterprise Zone**	No

Lot(s)	Frontage	Depth
Lot 1	99.00 ft	122.00 ft
	Total Frontage: 99.00 ft	**Average Depth: 122.00 ft**

Legal Description

LOTS 360, 361 & 362 LESLIE PARK SUB

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
09/23/2016	$250,000.00	WD	NORTH SHORE ENTERPRISE L L C	2200 BLOCK L L C	CASH	2016 034600
05/12/1997	$254,000.00	WD	AMBS MESSAGE CENTER	JA RAR ENTERPRISES L L C	UNKNOWN	2460/390
07/30/1996	$0.00	??	JA RAR ENTERPRISES L.L.C.	NORTH SHORE ENTERPRISE L L C	CASH/CONV-NOT USED	UNRECORDED
03/01/1992	$175,000.00	WD			1ST SALE AFTER BANK	1946/1109

Building Information - 4180.00 sq ft Office Building (Commercial)

Floor Area	4,180 sq ft	**Estimated TCV**	*Not Available*
Occupancy	Office Building	**Class**	C
Stories Above Ground	1	**Average Story Height**	11 ft
Basement Wall Height	*Not Available*		
Year Built	1969	**Year Remodeled**	1993
Percent Complete	0%	**Heat**	Package Heating & Cooling
Physical Percent Good	39%	**Functional Percent Good**	100%
Economic Percent Good	100%	**Effective Age**	41 yrs

2224 E MICHIGAN AVE LANSING, MI 48912 (Property Address)

Parcel Number: 33-01-01-14-304-391

Item **1** of **6** 4 Images / 2 Sketches

Property Owner: 2200 BLOCK L L C

Summary Information

- > Commercial/Industrial Building Summary
  - Yr Built: 1925 - # of Buildings: 1
  - Total Sq.Ft.: 3,090
- > Property Tax Information found
- > 5 Invoices Found, Amount Due: 0.00
- > Assessed Value: $39,900 | Taxable Value: $39,900
- > 4 Building Department records found across 1 property

Owner and Taxpayer Information

Owner	2200 BLOCK L L C 329 S WASHINGTON SQ SUITE # 1 LANSING, MI 48933	**Taxpayer**	SEE OWNER INFORMATION

General Information for Tax Year 2016

Property Class	COMMERCIAL	**Unit**	33 CITY OF LANSING - INGHAM
School District	LANSING	**Assessed Value**	$39,900
MAP #	P -1680 -0529	**Taxable Value**	$39,900
TOP TEN	*Not Available*	**State Equalized Value**	$39,900
NEW PERMITS	*Not Available*	**Date of Last Name Change**	09/28/2016
USER ALPHA 3	*Not Available*	**Notes**	*Not Available*
Historical District	*Not Available*	**Census Block Group**	*Not Available*
TYPE CODE	*Not Available*		

Principal Residence Exemption Information

Homestead Date	12/30/1997

Principal Residence Exemption	June 1st	Final
2016	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2015	$78,200	$78,200	$39,000
2014	$84,500	$84,500	$73,718
2013	$79,300	$79,300	$72,558

Land Information

Zoning Code	*Not Available*	**Total Acres**	0.185
Land Value	$29,800	**Land Improvements**	$3,078
Renaissance Zone	No	**Renaissance Zone Expiration Date**	*Not Available*
ECF Neighborhood	R215-E MICHIGAN AVE-RETAIL	**Mortgage Code**	*Not Available*
Lot Dimensions/Comments	SQ 8052	**Neighborhood Enterprise Zone**	No

Lot(s)	Frontage	Depth
Lot 1	66.00 ft	122.00 ft
	Total Frontage: 66.00 ft	**Average Depth: 122.00 ft**

Legal Description

LOTS 363 & 364 LESLIE PARK SUB

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
09/23/2016	$130,000.00	WD	AB GROUP L L C	2200 BLOCK L L C	CASH	2016 034597
01/06/2015	$75,000.00	WD	MARKS JANIE	AB GROUP L L C	CASH/CONV-NOT USED	2015000760
05/02/2014	$0.00	QC	BARKHAM JOHN D	MARKS JANIE	CASH/CONV-NOT USED	2014 019840
12/06/2013	$0.00	QC	SMITH LEON & BARBARA	BARKHAM JOHN D	CASH/CONV-NOT USED	2014 019145
09/13/2013	$0.00	QC	SMITH LEON & BARBARA	BARKHAM JOHN D	L C	UNRECORDED
09/13/2013	$35,000.00	QC	ALLMAN BARBARA B-TRUST	BARKHAM JOHN D	CASH/CONV-NOT USED	UNRECORDED
05/01/1998	$160,000.00	LC	BARKHAM JOHN & BB ALLMAN-TRUST	SMITH LEON & BARBARA	L C	L3205-P921
12/15/1987	$118,000.00	WD	BARKHAM JOHN	BARKHAM JOHN & ALLMAN BARBARA	L C	L1670 P391

Building Information - 3090.00 sq ft Store, Retail (Commercial)

Floor Area	3,090 sq ft	**Estimated TCV**	*Not Available*
Occupancy	Store, Retail	**Class**	C
Stories Above Ground	1	**Average Story Height**	12 ft
Basement Wall Height	*Not Available*		
Year Built	1925	**Year Remodeled**	1978
Percent Complete	45%	**Heat**	Package Heating & Cooling
Physical Percent Good	37%	**Functional Percent Good**	100%
Economic Percent Good	100%	**Effective Age**	57 yrs

Attachment B

Summary of Environmental Conditions

ATTACHMENT B

Summary of Known Environmental Conditions
2216-2224 E. Michigan Avenue
Lansing, Michigan

The Property is comprised of two parcels of land located on the Michigan Avenue Corridor in the city of Lansing. The existing Property contains two adjacent buildings totaling 7,270 square feet on approximately 0.46 acres. Both structures are vacant and under major disrepair. In 1925 the existing building located on the 2224 parcel was constructed on the property and operated as a gasoline filling station (Pulver Brothers) with two underground storage tanks (USTs). The USTs remain on the eastern portion of the property. By 1930 the current building located on the 2216 and 2220 parcel was constructed. From 1930 to approximately 1979 a filling station and an auto repair business operated on the Property. During this time period the following businesses were listed for the Property: G and M Auto Sales, Truxell Sales and Service, Tire Engineering Service Co., Stover Co., Pulver Oil Co., Michigan Modern Overall Cleaners, and Geo Reagan Auto Sales. These historical operations would have involved the use and storage of petroleum products and/or hazardous chemicals. By 1985 the Property is no longer utilized for automotive services. From approximately 1985 to 2016 the Property was used for commercial office and retail space. The Property is currently vacant.

The following environmental assessments and hazardous material surveys were conducted to evaluate current conditions of the Property:

- Phase I Environmental Site Assessment (ESA) dated May 5, 2014, prepared by Triterra;
- Asbestos Containing Materials Inspection on July 27, 2016, completed by Triterra;
- Baseline Environmental Assessment (BEA) (including a Phase II investigation) dated August 22, 2016, prepared by Triterra;

The aforementioned asbestos survey identified asbestos containing building materials within the structures located on the Property. ACM documented at the Property included floor tile, mastic, and window caulking and glazing) that will require abatement prior to demolition.

The aforementioned ESAs identified heavy metals and petroleum-based contamination in subsurface soil and groundwater at the Property. Therefore, the Property meets the definition of a “facility” as the term is defined by Part 201 of Michigan’s Natural Resources and Environmental Protection Act (P.A. 451, as amended). The areas of impact are shown on Figure 3.

REIMBURSEMENT AGREEMENT

This Brownfield Reimbursement Agreement (the "**Reimbursement Agreement**") is made as of ____________, among the Lansing Brownfield Redevelopment Authority (the "**Authority**"), a public body corporate with offices at 1000 South Washington Avenue, Lansing, MI 48910; and 2200 BLOCK, LLC, a Michigan Limited Liability Company, with a business address of 329 Washington Square, Suite #1, Lansing, MI 48933 (the "Developer"). The Authority and the Developer, collectively, shall be referred to as the "**Parties**" throughout the Agreement.

RECITALS

A. The Authority was created by the City of Lansing (the "**City**") pursuant to the Brownfield Redevelopment Financing Act, 1996 P.A. 381, as amended (the "**Act**"), and, pursuant to the Act, the Authority has prepared a Brownfield Plan to include the Property (as defined below) which was duly approved by the City Council on ______________, __________ following a public hearing on ______________, _________, a copy of which is attached as **Exhibit A** (the "**Brownfield Plan**").

B. The Developer intends to develop the property in the City of Lansing which is described on the attached **Exhibit B** (the "**Property**") and which, as defined by Part 201 of Michigan's Natural Resources and Environmental Protection Act (P.A. 451, as amended) and included in the Brownfield Plan is an "eligible property" and is therefore commonly referred to as a "brownfield."

C. The Developer has also entered into an Agreement in Consideration of Development Incentives with the City of Lansing and the Authority, a copy of which is attached as **Exhibit C** (the "**Development Agreement**").

D. The Developer has not entered into a Local Site Remediation Revolving Fund Loan Agreement with the Authority.

E. The Developer has not entered into a United States Environmental Protection Agency (EPA) Revolving Fund Loan (RLF Loan) with the Authority and EPA.

F. Provided it obtains any needed zoning and building approvals from the City and others, the Developer plans to develop on the Property certain improvements (the "**Improvements**") as described in the Brownfield Plan. The Improvements will increase the tax base for the relevant taxing jurisdictions and support the employment base in Lansing. The Improvements include eligible activities as defined by the Act (the "**Eligible Activities**").

G. In order to make the Improvements on the Property, the Developer will incur costs to complete the Eligible Activities. These costs are more fully described in the Brownfield Plan ("**Eligible Costs**"). It is recognized that the Brownfield Plan is based upon estimated costs and may increase or decrease depending on the nature and extent of the Brownfield conditions and other unknown conditions encountered on the Property. The actual cost of those Eligible Activities encompassed by this Plan that will qualify for reimbursement from tax increment revenues of the Authority from the Property shall be governed by the terms of this Agreement. No costs of Eligible Activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of this Agreement, Brownfield Plan and the Act. The amount reimbursed for eligible activities may be adjusted up or down between the various categories of Eligible Activities, up to the maximum total reimbursement of $1,747,533.

G. In accordance with the Act and the Brownfield Plan, the Parties desire to use the property tax revenues that are generated from an increase in the Property's taxable value due to the Improvements ("**Tax Increment Revenues**") to reimburse the Developer for Eligible Costs it incurs in improving the Property.

H. The Parties are entering into this Agreement to establish the terms and conditions and the procedures for such reimbursement with Tax Increment Revenues as they are generated.

TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Agreement, the Parties agree as follows:

1. Brownfield Plan. To the extent provisions of the Brownfield Plan conflict with this Agreement, the terms and conditions of the Brownfield Plan control. To the extent provisions of the Brownfield Plan or this Agreement conflict with the Act, then the Act controls.

2. Construction of Development. The Developer shall proceed with due care and diligence to complete the Improvements and undertake and complete the Eligible Activities resulting in the Eligible Costs, all in accordance with this Agreement, the Brownfield Plan, Development Agreement and all applicable laws, rules, regulations, permits, orders, and authorized requirements of any official or agency of competent jurisdiction.

3. Capture of Taxes. The parties agree that this Agreement and the Tax Increment Revenues collected and distributed pursuant to the Brownfield Plan are intended to fund the Eligible Costs and the Authority's costs as described in the Brownfield Plan.

4. Submission of Costs. For those Eligible Costs for which the Developer seeks reimbursement from the Authority, the Developer shall submit to the Authority such of the following as may be required by Authority representatives:

(a) a written statement detailing the costs,

(b) a written explanation as to why the amounts requested are subject to reimbursement pursuant to the Brownfield Plan and this Agreement,

(c) copies of invoices from the consultants, contractors, engineers, attorneys or others who provided such services,

(d) copies of waivers of liens by the contractors, subcontractors and material suppliers;

(e) if not already submitted, copies of the contract with the contractor or supplier providing the services or supplies for which reimbursement is sought;

(f) a statement from the engineer and project manager overseeing the work recommending payment; and

(g) A signed statement from the Developer attesting that all completed Eligible Costs comply with all local, state and federal laws and regulations.

(h) any other information which may be reasonably required by state authorities or reasonably required by the Authority.

The Developer may submit a reimbursement request including such information whenever it is available even though Tax Increment Revenues for the reimbursement may not be available at the time of submittal. As Tax Increment Revenues become available, the Authority will reimburse the Developer those Eligible Costs which have been approved by the Authority as directed by the Brownfield Plan. The Developer and Authority agree that the Authority may do so but is not obligated to reimburse Eligible Activities conducted after February, 28 2019.

5. Payments. Payments to the Developer shall be made as follows:

(a) Within sixty (60) days of its receipt of the materials identified in paragraph 4 above, the Authority shall decide whether the payment request is for Eligible Costs and whether such costs are accurate. If the Authority determines all or a portion of the requested payment is for Eligible Costs and is accurate, it shall see that the portion of the payment request that is for Eligible Costs is processed for payment as provided in subparagraph (b) below. If the Authority disputes the accuracy of any portion of any payment request or that any portion of any payment is for Eligible Costs, it shall notify the Developer in writing of its determination and the reasons for its determination. The Developer shall have thirty (30) days from its receipt to provide the Authority a written response to the Authority's decision and the reasons given by the Authority. Within thirty (30) days of receiving the written response from the Developer, the Authority shall make a final determination on the eligibility of the disputed cost(s) and inform the Developer in writing of its determination. The final determination shall be binding upon the Developer.

(b) Once it approves any request for payment as Eligible Costs and approves the accuracy of such costs, the Authority shall pay to the Developer pursuant to the Brownfield Plan, Development Agreement, LSRRF Accelerated Reimbursement Loan Agreement (if applicable) or EPA Revolving Loan Agreement (if applicable).

(c) The repayment obligation under this Agreement shall expire upon the payment by the Authority to the Developer of all LBRA approved amounts due the Developer under this Agreement or on December 31, 2037 whichever occurs first.

(d) The sole source for any reimbursement shall be such Tax Increment Revenues as described in the Brownfield Plan. To the extent permitted by law, such reimbursements, once approved by the Authority under subparagraph (b) above shall be and remain valid and binding obligations of the Authority until paid or until expiration of the time for payment as provided in subparagraph (c), or if the Developer is in default of the Development Agreement.

(1) Payment for Administrative Fees. The Authority will collect a payment for administrative fees annually from Tax Increment Revenues equaling 5% percent of the amount of Tax Increment Revenue collected each year that is derived from "Local Taxes", as defined by the Act. The purpose of this payment is to cover administrative costs and fees, as defined in section 7(h) of Act 381, that are part of the approval of the Brownfield Plan, an Act 381 Work Plan and any Eligible Activity on an eligible property. The payment is a reimbursable administrative cost subject to Tax Increment Revenues under Section 13(16) and Section 13(19) of the Act, and the satisfaction and performance of the terms of this Agreement. The Developer acknowledges that payment of the administrative fees will be made from

Tax Increment Revenues before payments to the LSRRF and before any payments of amounts due to the Developer hereunder.

(2) Payment for Local Site Remediation Revolving Fund (LSRRF). The Authority will collect a payment each year for deposit into the LSRRF. The payment will equal 5% percent of the amount of tax increment revenue collected each year that is derived from "Local Taxes", as defined by the Act. Collection and use of the payments deposited into the LSRRF will be in accordance with Section 8 and Section 13(5) of the Act. The Developer acknowledges that payment of the LSRRF will be made from Tax Increment Revenues before any payments of amounts due to the Developer hereunder.

(3) If the Developer has entered into a LSRRF Accelerated Reimbursement Loan (ARL) Agreement with the Authority (Exhibit D). The Authority will use the Tax Increment Revenues toward repayment of any outstanding ARL Loan balance. The Developer acknowledges that payment of any outstanding ARL balance will be made from Tax Increment Revenues up to an amount equal to the current balance before any payments of amounts due to the Developer hereunder.

(4) If the Developer has entered into an EPA RLF Loan Agreement with the Authority (Exhibit E). The Authority will use the Tax Increment Revenues toward repayment of any outstanding EPA RLF Loan balance. The Developer acknowledges that payment of any outstanding EPA RLF balance will be made from Tax Increment Revenues up to an amount equal to the current balance before any payments of amounts due to the Developer hereunder.

(5) If the Developer has entered into an Michigan Department of Environmental Quality Brownfield Redevelopment Loan (MDEQ BRL) Loan Agreement with the Authority (Exhibit F). The Authority will use the Tax Increment Revenues towards the repayment of any outstanding MDEQ BRL Loan balance. The Developer acknowledges that payment of any outstanding MDEQ BRL Loan balance will be made from Tax Increment Revenues up to an amount equal to the current balance before any payments of amounts due to the Developer hereunder.

6. Assignment of Future Reimbursement Revenue. The Developer may assign, with the Authority's written approval, all or part of its rights and obligations under this Agreement to any affiliate or successor in interest. Developer shall, no later than sixty (60) days prior to such assignment, notify the Authority as specified under Subparagraph 10(e).

7. Adjustments. If, due to an appeal of any tax assessment or reassessment or any other reason, the Authority is required to reimburse any Tax Increment Revenues to taxing entities, the Authority may deduct the amount of any such reimbursement from any amounts due and owing the Developer or, if all amounts due the Developer under this Agreement have been fully paid, the Authority may invoice the Developer for the amount of such reimbursement and the Developer shall pay the Authority such invoiced amount within sixty (60) days of the Developer's receipt of the invoice from the Authority. Nothing in this agreement shall limit the right of the Developer to appeal any tax assessment.

8. Obligation to Fund Eligible Activities. The Developer shall pay for the Eligible Costs with its own funds and receive reimbursement from the Authority by available Tax Increment Revenues (TIR) as described in the Brownfield Plan. It is anticipated that there will be sufficient available Tax Increment Revenues to pay for all Eligible Costs under this Agreement. However, if for any reason increased Tax Increment Revenues from the Development do not result in sufficient revenues to satisfy such obligations, the Developer agrees and understands that it will have no claim or further recourse of any kind or nature against the City or the Authority and the Developer shall assume full responsibility for any such loss or costs, including all responsibilities associated with any associated LSRRF Agreement or EPA RLF Loan Agreement.

9. Indemnification. The Developer shall defend, indemnify, and hold the City and the Authority, and their agents, representatives, and employees (hereinafter "Indemnified Persons") harmless from any loss, expense (including reasonable legal counsel fees) or liability of any nature due to any and all suits, actions, legal or administrative proceedings, or claims arising or resulting from injuries to persons or property as a result of the ownership, operation, use or maintenance of the Improvements.

10. Miscellaneous.

(a) This is the entire agreement between the parties as to its subject matter. All previous negotiations, statements and preliminary instruments of the parties or their representatives are merged in this Agreement. The Agreement shall not be amended or modified except in writing signed by all the parties. It shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision.

(b) This Agreement and the rights and obligations under this Agreement except as previously noted, are un-assignable and non-transferable without the consent of the other parties. It shall, however, be binding upon any successors or permitted assigns of the parties.

(c) This Agreement shall terminate when all reimbursements required under this Agreement have been made or the Brownfield Plan obligation to the Developer expires, whichever occurs first.

(d) All parties had input into the drafting of this Agreement and all had the advice of legal counsel before entering into this Agreement. In the event any ambiguity of any language in this Agreement arises, such ambiguity shall not be construed against any party.

(e) Notices shall be complete when delivered by personal delivery, by courier or delivery service (such as UPS, FedEx or other service) or by certified mail, return receipt requested to the addresses first written above. If any party refuses to accept delivery when presented, delivery shall be deemed to have occurred at the time of such refusal. Any such notice and communication shall be addressed as follows:

If to Authority: Lansing Brownfield Redevelopment Authority
1000 South Washington Avenue, Suite 201
Lansing, MI 48910
Attn: Karl Dorshimer

If to Developer: 2200 BLOCK, LLC
329 S. Washington, Suite #i
Lansing, MI 48933
Attn: Scott Gillespie

(f) This Agreement shall be governed by the laws of the State of Michigan.

(g) This Agreement may be signed in multiple identical copies, each of which shall be deemed to be an original copy, and each facsimile or electronic copy shall constitute a legally binding, enforceable document.

(h) The captions and headings in this Agreement are for convenience only and in no way limit, define or describe the scope or intent of any provision in this Agreement.

(i) Each party shall take all actions required of it hereunder as expeditiously as possible and shall cooperate to the fullest extent possible with the other parties and with any individual, entity or governmental agency regarding the purposes of this Agreement. Each party shall execute and deliver all documents necessary to accomplish the purposes and intent of this Agreement, including, but not limited to, such documents or agreements as may be required by the Developer's lenders with respect to securing financing from such lenders.

By signing below, all parties represent and warrant their authority to enter into this agreement on behalf of their respective organizations. The parties have signed this Agreement as of the date first written above.

2200 BLOCK, LLC	**LANSING BROWNFIELD REDEVELOPMENT AUTHORITY**
By: ______________	By: ______________
Scott Gillespie	Karl R. Dorshimer, LBRA Representative
Its: Manager	

EXHIBIT A
<u>BROWNFIELD PLAN</u>

EXHIBIT B
LEGAL DESCRIPTION OF PROPERTY

The location of the Project is commonly known as Provident Place , Lansing, Michigan ("Project Area") and legally described as follows:

2224 E. Michigan Avenue Lansing, MI 48912. Parcel number 33-01-01-14-304-391 LOTS 363 & 364 LESLIE PARK SUB.

2216 E. Michigan Avenue Lansing, MI 48912. Parcel number 33-01-01-304-401 LOTS 360, 361 & 362 LESLIE PARK SUB

EXHIBIT C
Development Agreement

EXHIBIT D
LSRRF Agreement
(Optional)

EXHIBIT E
(EPA RLF Loan Agreement)

OFFICE OF MAYOR VIRG BERNERO
124 W. MICHIGAN AVENUE – NINTH FLOOR
LANSING, MI 48933

AGREEMENT IN CONSIDERATION OF DEVELOPMENT INCENTIVES

THIS AGREEMENT in Consideration of Development Incentives ("Agreement") is made and entered this 8 day of February__, 2017, by and between the City of Lansing, Michigan, a Michigan municipal corporation ("City"), and 2200 BLOCK, LLC, a Michigan Corporation ("Applicant"), (collectively the "Parties");

I. STATEMENT OF PURPOSE:

The City of Lansing welcomes new investment and the creation of new jobs. To achieve these goals, the City offers a variety of economic incentives that are designed to facilitate the expansion of existing businesses and the location of new businesses within the City, as well as the rehabilitation of obsolete structures and the reuse of environmentally contaminated sites.

Economic incentives typically do not provide City funds to developers or businesses, but rather encourage new investment and job creation in the City that would not have occurred without the incentive. The purpose of this Agreement is to establish performance expectations, reporting requirements and preferences for Lansing-based firms, resident employees and union employees in hiring, contracting, subcontracting and procurement related to the acceptance of economic incentives by the Applicant.

Economic incentives are beneficial to both the City and the Applicant. The approval of incentives must be a transparent and public process that produces a clear agreement between the Parties regarding the responsibilities of both the City and the Applicant. This public process does not end with the approval of the incentive, but continues until the commitments made by the Applicant under this Agreement are met.

II. DEFINITIONS

As used in this Agreement, the definitions herein shall be the mutually understood meaning of the following terms:

"Incentive" means a reduction in City taxes levied on real or personal property, or other financial benefit to Applicant, for a limited number of years as specified in this Agreement, and which may include, but is not limited to, those tax reductions or other financial benefits authorized by the Obsolete Property Rehabilitation Act (Public Act 146 of 2000, as amended), Neighborhood Enterprise Zone Act (Public Act 147 of 1992, as amended), Brownfield Redevelopment Financing Act (Public Act 381 of 1996, as amended), Plant Rehabilitation and Industrial Development Districts (Public Act 198 of 1974, as amended) and the New Personal Property Tax Exemption authorized by Public Act 328 of 1998.

"Lansing-based firm" means an incorporated business entity that owns or leases an office, warehouse, distribution center, or wholesale or retail store located within the corporate limits of the City of Lansing.

"Full-time Equivalent Employees (FTE)" means a combination of full-time and part-time employees that represents all employees as a comparable number of full-time employees.

III. RECITALS:

A. APPLICANT/PROJECT INFORMATION

Name of Project: 2200 Block Redevelopment Project

Location of Project (provide attached map):

Business Name of Applicant *(if applicable)*: *2200 BLOCK, LLC*

Name of Parent Company *(if applicable)*: ______________________

List Managing Partner and all other Partners, including percentage ownership interest of each partner:

2200 BLOCK, LLC	100 %
	%
	%
	%

Project description:

The Project includes a complete demolition and redevelopment of the vacant property located at 2216 – 2224 E. Michigan Avenue. The mixed-use development includes the construction of a 4-story building including 6,000 to 9,500 square feet of office/retail use on the first floor and between 33 and 37 residential units. The new structure will also include underground parking.

List all past projects started in the city of Lansing by any of the partners listed above:

Avenue Flats

The Venue at East Town

List City incentive(s) and number of years requested for each:

P.A. Act 381 Brownfield Tax Increment Financing (T.I.F.) ______19______ Years

____________________ ____________ Years

____________________ ____________ Years

____________________ ____________ Years

List all Federal, State or other incentives and their estimated value that may be part of this project:

Michigan Economic Development Corporation – Community Revitalization Program (CRP) – Application is pending and final amount TBD

Michigan Department of Environmental Quality (MDEQ) – Brownfield Redevelopment Grant and Loan Program – Application is pending and final amount TBD

Name of Financial Institution(s) funding the Project *(if unavailable upon execution of this Agreement, Applicant agrees to furnish commitment letter(s) from lending institution(s) to the LEDC when available):*

TBD

Estimated number of new, permanent full-time equivalent employees (FTE) upon Project Completion *(if applicable):*

15 to 20 FTE

Estimated total investment in real and personal property, including acquisition and construction costs, upon Project Completion:

$ 7,000,000

Estimated average hourly wage or annual salary of new, permanent employees *(if applicable):*

$ Average $14.50 Per hour

B. APPLICANT ACCEPTANCE OF NOTICE AND REPORTING REQUIREMENTS AND LOCAL PREFERENCES IN HIRING, PROCUREMENT OF GOODS AND SERVICES, CONTRACTING AND SUBCONTRACTING

(initial spaces below to indicate acceptance)

SPG Applicant agrees to notify the LEDC and City Assessor of any and all partnership changes during the term of any incentives approved for the Project.

SPG Applicant agrees, and may be required to provide written documentation at the request of the LEDC, to consider and hire as many Lansing residents and Lansing-based firms, including but not limited to consultants, suppliers, contractors and sub-contractors, as reasonably possible.

SPG Applicant agrees, and may be required to provide written documentation at the request of the LEDC, to make good faith efforts to hire contractors and sub-contractors that employ union labor when economically feasible.

SPG Applicant agrees that all employees, contractors and sub-contractors related to this Project will pay all City individual income tax.

SPG Applicant agrees to report annually to the City Treasurer all gross individual income taxes paid and current residential addresses of all employees.

SPG Applicant agrees that all contractors and sub-contractors will report annually to the City Treasurer all gross individual income taxes paid and current residential addresses of all employees.

C. LEDC STAFF/ADMINISTRATION RECOMMENDATION

Name of Lead Staff Person: Eric Pratt

Revenue currently paid to the City by the site or project: $ 2,551.02

Estimated total revenue to the City upon Project Completion: $ 631,929.00

Estimated total value of City Incentive(s): $ 1,747,533.00

Estimated total new net revenue to the City: $ 631,929.00

Staff Comments *(indicate reasons for providing Incentive and describe any additional value to the City as a result of approval)*:

The Developer is proposing to demolish two functionally obsolete structures in order to construct a new $7,000,000 multi-story, mixed use development; with ground floor retail and market-rate housing in the upper floors of the building.

Project Timeline: The project will commence with the approval of Brownfield Plan #67 by the City Council and be completed by February 28, 2019

Have all appropriate City Incentive fees been received? **YES** NO

Staff Recommendation: **APPROVE** DENY MODIFY

(if DENY or MODIFY please explain in space provided below)

Administration Recommendation: **APPROVE** DENY MODIFY

(if DENY or MODIFY please explain in space provided below)

D. ADDITIONS:

1. Applicant, in seeking local legislative approval, has made certain representations to the City as more fully set forth herein.

2. The Applicant has applied for Incentive for the purpose of [insert project description] ("Project"). The Project is expected to hire at least 15 to 20 new or retain at least 0 full-time equivalent employees (FTE) and requiring a total investment in real property of at least $7,000,000 ~~and personal property of at least $150,000 when completed.~~

3. The Applicant has supplied to the LEDC all application and supporting documentation, including a list of all partners of the Applicant with an ownership interest in the Project, which in turn has been forwarded to the City prior to the approval of the Incentive.

4. The Applicant has provided to the LEDC detailed information including wage and benefit information for the Project and new, permanent full-time equivalent employees (FTE) expected to be hired or retained as a result of the Project, which in turn has been forwarded to the City prior to approval of the Incentive.

5. The Applicant and the City desire to enter into an agreement whereby the Applicant and City specify and agree on the Project performance measures under which the Incentive is granted, and some of the conditions under which such Incentive can be modified or revoked by the City and/or State of Michigan. Nothing in this Agreement supersedes or diminishes any rights of the City or the State established by Federal, State, or Local law or regulations.

6. The Lansing City Treasurer has verified in writing the Applicant is not delinquent and/or late on any property taxes owed to the City for all properties in which the applicant owns a twenty-five percent (25%) or more interest.

7. The Lansing City Treasurer has verified in writing the Applicant, if an employer in the City, is in compliance with all required City wage withholding and income reporting requirements for all of their employees.

8. The Lansing City Treasurer has verified in writing the Applicant is not delinquent and/or late on any corporate or other business income taxes owed the City, if any.

9. The LEDC has verified that all application fees due have been paid in full by the Applicant.

IV. AGREEMENT:

NOW, THEREFORE, in consideration of the recitals and mutual covenants and agreements herein contained and pursuant to MCL Public Act 146 of 2000 (the "Act"), as amended, the Parties agree as follows:

A. <u>Reliance on Recitals</u>

The Parties acknowledge Applicant has made representations contained within its application, and the recitals and additions above, with the purpose and intent of City's reliance thereon, as well as for compliance with the Act, as amended, and the City relies upon these representations in its determination that the Incentive should be approved.

B. <u>Project Area</u>

The location of the Project is commonly known as Provident Place ("Project Area")

2224 E. Michigan Avenue Lansing, MI 48912.

2216 E. Michigan Avenue Lansing, MI 48912.

and legally described as follows:

Parcel number 33-01-01-14-304-391 LOTS 363 & 364 LESLIE PARK SUB.

Parcel number 33-01-01-304-401 LOTS 360, 361 & 362 LESLIE PARK SUB

C. Project Timeframe.

The Applicant and City agree the City's approval of the Incentive is based upon completion of the Project within a specific time period ("Project Timeframe"). The Project Timeframe starts August 1, 2017 and ends February 28, 2019.

D. Project Completion

The Applicant and the City agree that for the Project to be considered complete, the Applicant must perform all of the following in the Project Area within the Project Timeframe ("Project Completion"):

1. Hire at least 15 to 20 new, permanent full-time equivalent employees (FTE) and/or retain at least 0 full-time equivalent employees (FTE).

2. Purchase and/or locate within the Project Area, personal property with a fair market value of at least $150,000. This personal property may not be moved to the Project Area from another location within the City of Lansing.

3. Make at least $7,000,000 of improvements to the real property. Improvements include only hard costs, and exclude architectural and engineering costs.

4. Obtain all necessary building permits and site plan approvals, including payment of all required fees, plus final inspections including a Certificate of Occupancy from the City of Lansing and all other appropriate authorities and agencies.

5. Upon Project Completion, the applicant will provide to the LEDC, upon request, any and all appropriate financial records that are referenced as part of this Agreement.

6. Project Completion must be performed by 18 Months after start date.

E. Project Completion Progress Reports

The Applicant shall file an annual report with the LEDC on the Applicant's progress toward achieving Project Completion. Reports shall be submitted in compliance with all LEDC reporting requirements (on-line, not of a proprietary nature but based on information contained in this agreement). Applicant understands and agrees that the information submitted to the LEDC will be available for public viewing, unless prior approval is requested and granted for specific confidential business information that is not subject to disclosure under the Freedom of Information Act (Public Act 442 of 1976, being MCL 15.231 et. seq., as amended). Non-compliance with reporting requirements may result in the modification or revocation of the Incentive.

Lack of performance and compliance with this agreement, may be considered as relevant information in consideration of the approval of all future incentive applications to the LEDC or City by the Applicant or any person or entity with (25%) or more ownership in the Project.

F. Verification of Project Completion

No later than thirty (30) days after the end of the Project Timeframe, the Applicant shall provide in writing to the LEDC a Final Project Completion Report ("Final Report on-line") with proof of Project Completion. Acceptable forms of proof may include, as directed by LEDC, proof of employment, proof of paid invoices, executed and filed tax documentation, final financing documents and similar material which confirm original financial data, engineering and architectural "as-built" drawings, photographs, and other like evidence of completion of the Project in the Project Area. If at any time during the Project Timeframe the Applicant completes the Project as agreed upon in Section (4), the Applicant may submit the Final Project Completion Report to the LEDC on line.

G. Consideration of Applicant's Compliance with the Agreement.

Within 60 days of receiving the Final Report, or 90 days after the end of the Project Timeframe, the LEDC shall make a preliminary determination if the Applicant has achieved Project Completion. In the event the preliminary determination concludes the Project was completed per this Agreement, written notification of such finding shall be sent from the LEDC to the Applicant and the City of Lansing Finance Director. In the event the LEDC makes the determination the Applicant did not complete the project per this Agreement, the LEDC will forward in writing its findings and a recommended course of action to the Applicant and the City of Lansing Finance Director. Prior to any action that might lead to the modification or revocation of all or part of the Incentive, the City shall offer the Applicant the reasonable opportunity to appear before the Council and be heard. In the event of the revocation of all or part of the Applicant's Incentive, the City may consider the breach of contract when contemplating the approval of all future Incentive applications to the City by the Applicant or any partners listed as required in the Recitals.

H. Failure of Applicant to Pay Tax Applicable to Personal Property

If any property tax applicable to the personal property that makes up the project is not paid within the time permitted by law for payment without penalty during the life of the Incentive being granted by this Agreement, the City may seize and sell the personal property to pay the tax, expenses of sale, and interest on the tax, or may commence civil litigation to recover the amount of tax an interest thereon, in accordance with Michigan law.

I. Failure of Applicant to Pay Tax Applicable to Real Property

If any property tax applicable to the real property that makes up the project is not paid within the time permitted by law for payment without penalty during the life of the Incentive being granted by this Agreement, the City may place a lien on the real property. The City may enforce the lien in the same manner as provided by law for the foreclosure in the circuit courts of mortgage liens upon real property, in accordance with Michigan law.

J. City's Rights under Act

Nothing in this Agreement shall supersede the City's ability to request the State Tax Commission to revoke the Incentive as otherwise provided, or as may hereafter be provided, under the Act, as amended. Nothing in this Agreement supersedes or diminishes any rights of the City or the State established by Federal, State, or Local law or regulations.

K. Ambiguity

If this Agreement or any of its terms and conditions is determined to be ambiguous, this Agreement and all its terms and conditions shall be considered as if drafted by both parties.

L. Rights and Remedies Cumulative

The Parties shall have all the rights and remedies available at law, in equity or in this Agreement to enforce the rights and obligations under this Agreement. All remedies shall be cumulative and none will be exclusive of any other. The exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or any obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

M. Right In Third Parties

This Agreement is not intended nor shall it create any rights, expectations or benefit to any third parties, including any creditor of the parties.

N. Severability

The invalidity of any portion of this Agreement shall not affect the validity of the remainder thereof.

O. Subsequent Waivers

One or more waivers of any provision, covenant, or condition of this Agreement shall not be construed as a waiver of a subsequent breach of the same provision, covenant, or condition, or as a waiver of a subsequent breach of other provisions, covenants, or conditions. The consent or approval to or for any act shall not be deemed to render unnecessary the consent or approval to or for any subsequent similar act.

P. Termination

This Agreement terminates upon the end of the life of the incentive.

Q. Authority.

The Applicant's execution, delivery and performance of this Agreement have been duly authorized. The Applicant's representative executing this Agreement does so with requisite authority to fully and completely bind the Applicant.

R: Appearance & Materials. (New paragraph)

That the appearance of the project and the materials used on the exterior of the building shall comply with the approved plan for the building, as determine by the City's Director of Planning and Neighborhood Development, a copy of which is attached as **Exhibit A**.

IN WITNESS WHEREOF, the undersigned Parties hereto execute this Agreement as of the day and year first above written.

WITNESSES:

LAUREN A. MARTIN

2200 BLOCK, LLC

By: ______________________
Scott Gillespie

Its: Member

CITY OF LANSING:

By: ______________________
Virg Bernero

Its: Mayor

LANSING ECONOMIC DEVELOPMENT CORPORATION:

By: ______________________
Karl R. Dorshimer

Its: Authorized Representative

Approved as to form:

____
James Smiertka

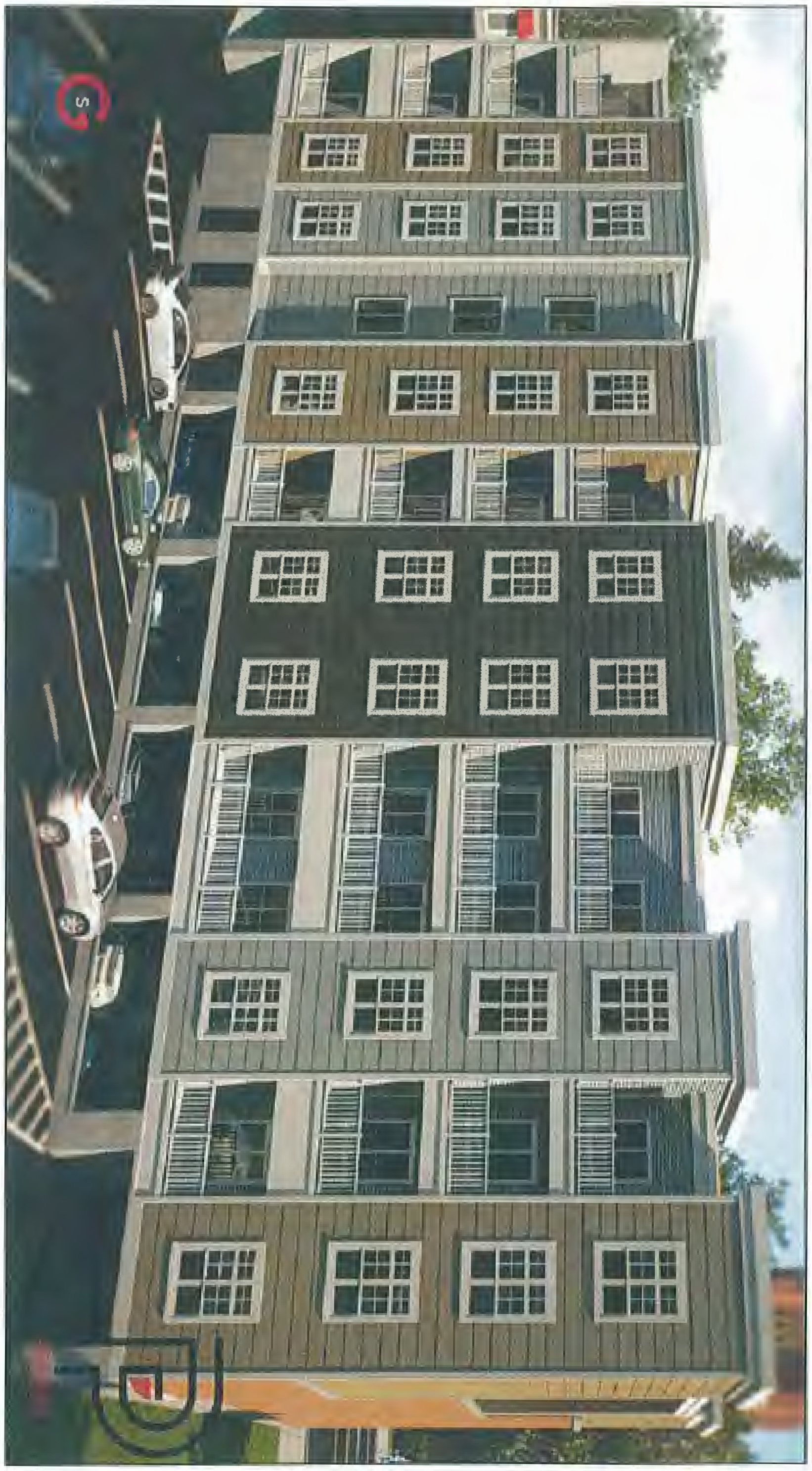
City Attorney

I hereby certify that funds are available in Account No.: ______________________

______________________ City

Controller

EXHIBIT A



THE LANSING BROWNFIELD REDEVELOPMENT AUTHORITY

Resolution Recommending Approval of Plan #67
2200 Block Redevelopment Plan

At a meeting of the Board of Directors of the Lansing Brownfield Redevelopment Authority (LBRA) Lansing, Michigan, held on the 13th day of January, 2017, at 8:30 a.m., pursuant to notice duly given:

PRESENT: Members: Pierre LaVoie, James Butler III, Andrea Ragan, Christopher 'Blake' Johnson, Kimberly Coleman, Calvin Jones, Baldomero 'Bo' Garcia, Shelley Davis-Mielock

ABSENT: Members: Mayor Virg Berneo

The following preamble and resolution was offered by;

Member: Butler, and supported by;

Member: Coleman:

WHEREAS, The LBRA staff has worked closely with 2200 BLOCK, LLC (Developer) to draft Brownfield Plan #67 (Plan); and

WHEREAS, The LBRA staff has duly reviewed such Plan and has found it to be in compliance with the provisions of the Act and meets the following determinations and findings:

1. The Plan constitutes a public purpose under the Act;
2. The Plan meets all of the requirements for a brownfield plan set forth in Section 13 of the Act;
3. The proposed method of financing the cost of the eligible activities, as described in the Plan, is feasible and the Authority has the ability to arrange the financing;
4. The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act; and
5. The amount of the captured taxable value estimated to result from the adoption of the Plan is reasonable; and

WHEREAS, The LBRA staff recommends approval of the Plan:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LANSING BROWNFIELD REDEVELOPMENT AUTHORITY, AS FOLLOWS:

1. The Brownfield Plan described as Brownfield Plan #67 – 2200 Block Redevelopment Plan in the form filed herewith is hereby approved by the Lansing Brownfield Redevelopment Authority and recommended for consideration by the City Council of the City of Lansing pursuant to Act 381 of Michigan Public Acts of 1996, as amended.

2. The LBRA Board hereby requests that the Lansing City Council, after required notification as specified by the Act, hold a public hearing in consideration of this matter, and subsequently approve the Plan.

YEAS:	Eight (8)
NAYS:	Zero (0)
ABSTENTIONS:	Zero (0)
ABSENT:	One (1)

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
)SS.
COUNTY OF INGHAM)

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a meeting of the Brownfield Redevelopment Authority held on the 13th day of January, 2017, and said resolution is on file in the office of the Economic Development Corporation and is available to the public. Public notice of the said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan 1976, including in the case of a special or re-scheduled meeting, notice by publication or posting of at least eighteen (18) hours prior to the time set for the meeting. In addition, said meeting was held in full compliance with the Board's By-Laws.

IN WITNESS WHEREOF, I have hereunto affixed my official signature.

Andrea Ragan

Andrea Ragan, Secretary

ECONOMIC DEVELOPMENT CORPORATION
LANSING CITY TREASURER APPROVAL FORM
BUSINESS

Business Name: 2200 BLOCK, LLC
Business Contact Person: Mrs. Lauren Martin
Phone Number: 517-327-8887

approved :)

Project Location: 2216 & 2224 E. Michigan Avenue

Type of EDC Service: OPRA Application

EDC Contact Person Name: Eric Pratt

Email: eric@purelansing.com Phone Number: 517-643-1564

Due Date: As soon as possible

Approval:

Tammy Gard

City Treasurer

BY THE COMMITTEE ON DEVELOPMENT AND PLANNING
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING
RESOLUTION APPROVING BROWNFIELD PLAN #67
2200 BLOCK REDEVELOPMENT PROJECT

WHEREAS, the Brownfield Redevelopment Authority (the 'Authority') of the City of Lansing, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, Public Act, Public Act 381 of 1996, as amended, (the 'Act') has prepared a Brownfield Plan, submitted to Council and placed on file in the office of City Clerk, LBRA Brownfield Plan #67 2200 Block Redevelopment Project (the 'Plan'); and

WHEREAS, a public hearing was held by the Lansing City Council on **(INSERT DATE)** and at least 10 days before the public hearing the taxing jurisdictions were provided notice to be fully informed about the fiscal and economic implications of the proposed Plan and given a reasonable opportunity to express their views and recommendations regarding the Plan in accordance with Section 13 (10) and 14(1) of the Act; and

WHEREAS, the Lansing City Council, before and during its public hearing on **(INSERT DATE)** reviewed testimony and evidence regarding the Plan, and found that:

1. the Plan provides for the reimbursement of costs attributable to eligible activities to the developer and the Authority,

2. the Project includes, in addition to the eligible activities identified in the Plan, the redevelopment of the property,

3. the Project may result in new private investment of approximately $7,000,000,

4. the Plan provides for the capture of property tax increment revenues due to the private investment on the site, and devotes them to repaying the Authority for its costs associated with eligible activities it performs, and to repaying the developer for their costs associated with eligible actives they perform, in accordance with the Plan,

WHEREAS, the Authority Board of Directors, at its meeting on January 13, 2017, unanimously recommended approval of the Plan, for this Project;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, after having duly considered the Plan, finds it is in compliance with the provisions of the Act and further finds:

- The Plan constitutes a public purpose under the Act;

- The Plan meets all of the requirements for a Brownfield Plan set forth in

Section 13 of the Act;

- The proposed method of financing the costs of the eligible activities, as described in the Plan, is feasible and the Authority has the ability to arrange the financing;

- The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act; and

- The amount of the captured taxable value estimated to result from the adoption of the Plan is reasonable.

IT IS FINALLY RESOLVED that the Lansing City Council hereby approves the LBRA 'Brownfield Plan #67 2200 Block Redevelopment Project'.

City of Lansing
Notice of Public Hearing

The Lansing City Council will hold a public hearing on **(INSERT DATE)** at 7:00 p.m. in the City Council Chambers, 10th Floor, Lansing City Hall, Lansing, MI, for the purpose stated below:

To afford an opportunity for all residents, taxpayers of the City of Lansing, other interested persons and ad valorem taxing units to appear and be heard on the approval of Brownfield Plan #67 – 2200 Block Redevelopment Project pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, Public Act 381 of 1996, as amended, for property commonly referred to as 2216 and 2224 East Michigan Avenue located in the City of Lansing, but more particularly described as:

2224 E. Michigan Avenue Lansing, MI 48912. Parcel number 33-01-01-14-304-391 LOTS 363 & 364 LESLIE PARK SUB.

2216 E. Michigan Avenue Lansing, MI 48912. Parcel number 33-01-01-304-401 LOTS 360, 361 & 362 LESLIE PARK SUB

Approval of this Brownfield Plan will enable the Lansing Brownfield Redevelopment Authority to capture incremental tax increases which result from the redevelopment of the property to pay for costs associated therewith. Further information regarding this issue, including maps, plats, and a description of the brownfield plan will be available for public inspection and may be obtained from Karl Dorshimer – Director of Economic Development, Lansing Economic Area Partnership, 1000 South Washington, Suite 201, Lansing, MI 48912, (517) 702-3387.

BY THE COMMITTEE ON DEVELOPMENT AND PLANNING
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING
RESOLUTION TO SET A PUBLIC HEARING FOR
BROWNFIELD PLAN #67
2200 BLOCK REDEVELOPMENT PROJECT

WHEREAS, the Lansing Brownfield Redevelopment Authority has prepared and forwarded an approved Brownfield Plan pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, Public Act 381 of 1996, as amended, for property commonly referred to as 2216 and 2224 East Michigan Avenue located in the City of Lansing; and

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

WHEREAS, maps, plats, and a description of the brownfield plan are available for public inspection at the Lansing Economic Area Partnership, 1000 South Washington, Suite 201, Lansing, MI 48912, and that all aspects of the brownfield plan are open for discussion at the public hearing.

NOW, THEREFORE, BE IT RESOLVED that a public hearing be held in the City Council Chambers of the City of Lansing, 10th Floor, Lansing City Hall, Lansing, Michigan, on **(INSERT DATE)** at 7:00 p.m. on Brownfield Plan #67 – 2200 Block Redevelopment Project under the Brownfield Redevelopment Financing Act, for property more particularly described as:

2224 E. Michigan Avenue Lansing, MI 48912. Parcel number 33-01-01-14-304-391 LOTS 363 & 364 LESLIE PARK SUB.

2216 E. Michigan Avenue Lansing, MI 48912. Parcel number 33-01-01-304-401 LOTS 360, 361 & 362 LESLIE PARK SUB

And that the City Clerk cause notice of such hearing to be published twice in a publication of general circulation, no less than 10 days or more than 40 days prior to the date of the public hearing, and that the City Clerk also cause the legislative body of each taxing unit levying ad valorem taxes on this property, to be notified of Brownfield Plan #67 2200 Block Redevelopment Project and the scheduled public hearing.

Lansing Brownfield Redevelopment Authority

LorAnn Oils, Inc.
4518 Aurelius Road,
Lansing, Michigan

Redevelopment Project - Amendment 1
2017 Building Expansion

Brownfield Plan #20a-rev1

Lansing Brownfield Redevelopment Authority
Lansing, Michigan

PREPARED BY:

SME
2663 Eaton Rapids Road
Lansing, Michigan 48911

REVIEWED BY:

Lansing Economic Area Partnership (LEAP)
1000 S. Washington Ave., Suite 201 – Krentel Building
Lansing, Michigan 48912

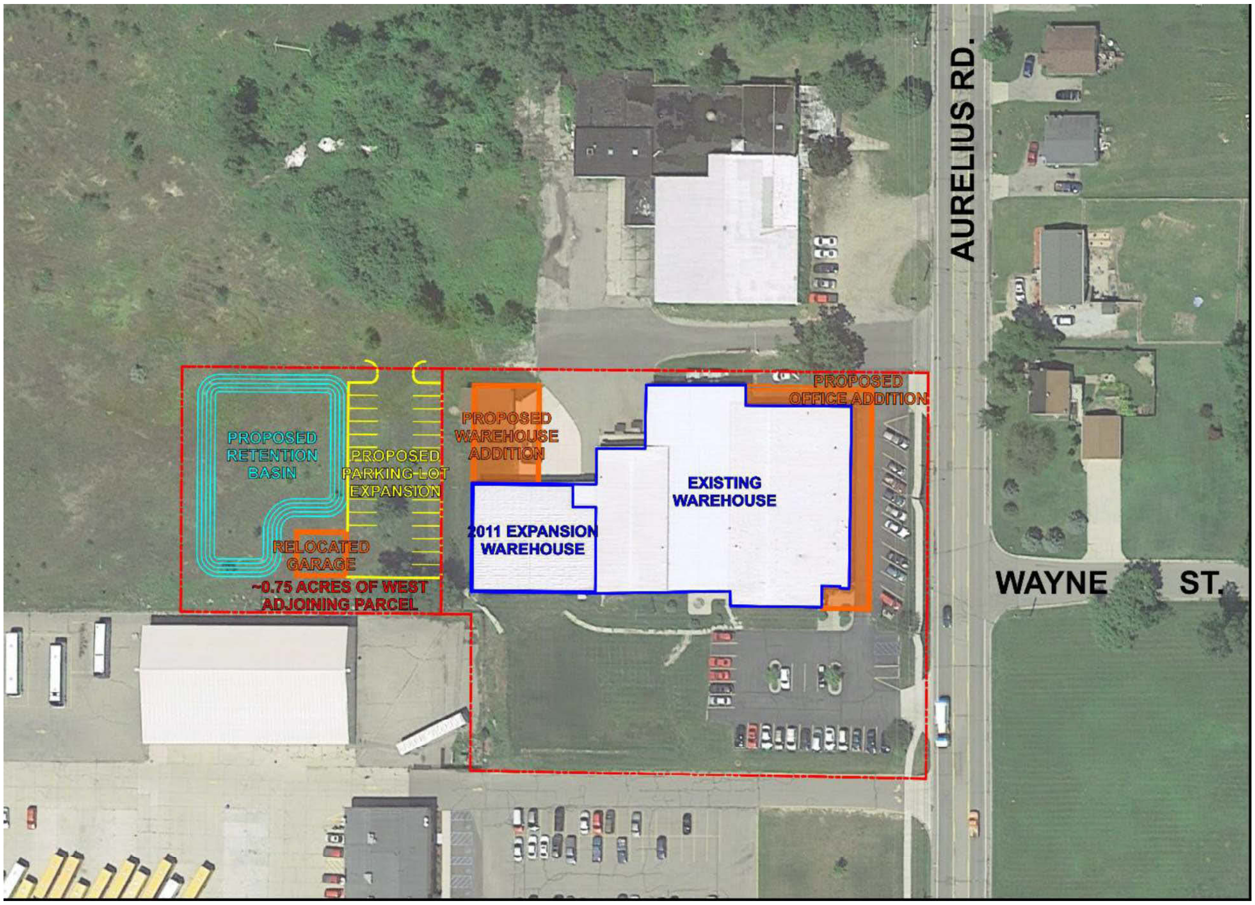
Approved by the Brownfield Redevelopment Authority on

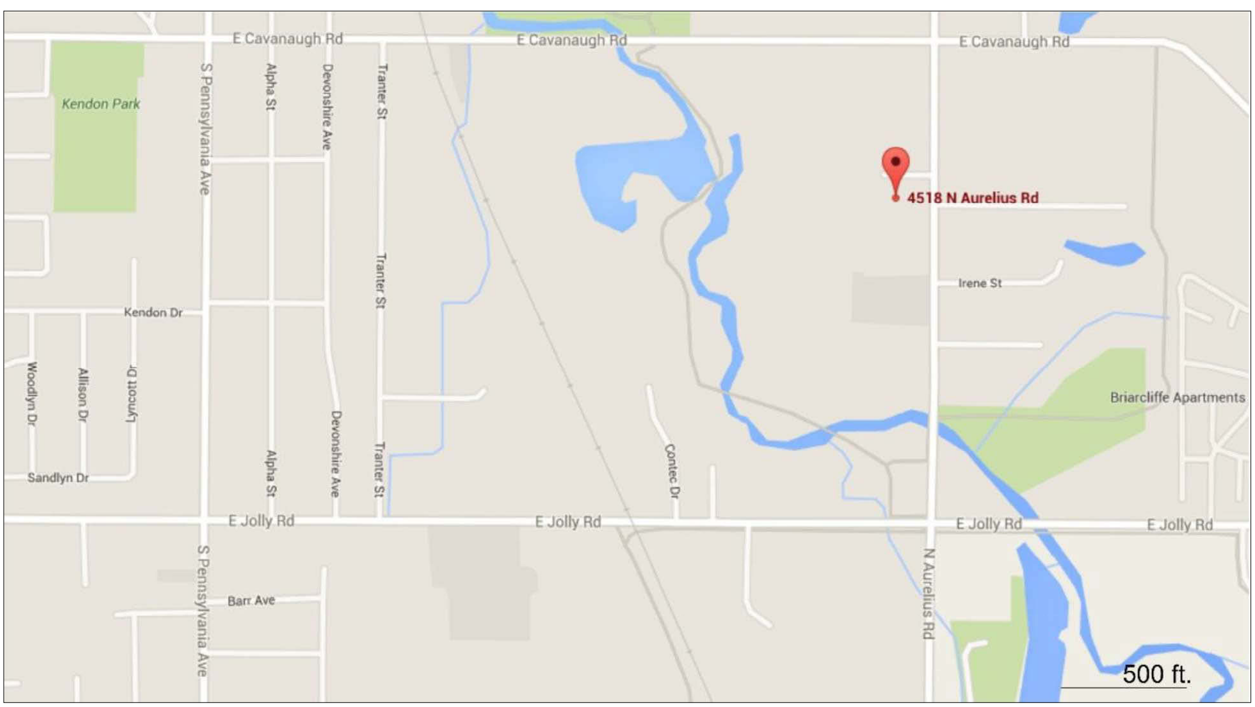
____

Approved by the Lansing City Council on

____

1. Site Location and Features





2. Project Summary Sheet – Brownfield Plan #20a

In 2005, LorAnn Oils, Inc. (LorAnn Oils), a longtime Lansing-based company came to the City and asked for help expanding their business in south Lansing. The City and Brownfield Authority approved a Brownfield Plan for LorAnn which allowed them to stay and grow in the City. They further expanded their facility in 2012. Now, twelve years later, the company has grown so large that they need to expand again. As a result, they have come back to the City to ask that their original Brownfield Plan be extended for 11 more years to include the eligible activities associated with this newest expansion. By approving this Amendment, and extending the Brownfield Plan, the City can retain the company in south Lansing and encourage LorAnn Oils to make addition investments and create more jobs.

This Amendment 1 leaves the original plan in place while adding approximately 0.75 acres to the Property from the west adjoining parcel, new eligible activities for an approximately 7,000 square foot plant expansion, and the incremental taxes to reimbursement the eligible investment for the expansion. The Original Plan project is not changed or hindered in any way by the proposed amendment. All of the rights, responsibilities, terms and conditions of the Reimbursement Agreement executed in conjunction with the Original Plan are not intended to be changed or affected in a negative manner. Information from the Original Plan is restated in this amended plan and will remain in the Amended Plan.

Project Name:	***Original Plan*** – LorAnn Oils Inc. Redevelopment Project ***Amendment 1*** – 2017 Building Expansion
Business Line:	***Original Plan*** – Manufacturing and packaging of flavoring oils and scents for wholesale and retail stores. ***Amendment 1*** – Manufacturing and packaging of flavoring oils and scents for wholesale and retail stores.
Property Location:	4518 Aurelius Road Lansing, Michigan
Property Num. & Size:	***Original Plan*** included two parcels and consisting of approximately 2.15 acres. ***Amendment 1*** adds approximately 0.75 acres of the west adjoining parcel.
Project Description:	***Original Plan*** – The renovation of an existing 18,013 square-foot facility plus a building addition of 5,810 square-feet to meet increased office and production needs.

Amendment 1 – The expansion will consist of two single-story additions to the existing structure. An approximately 3,220 square-foot addition will be added to the northwest portion for warehouse space and an approximately 3,784 square-foot addition will be added to the east portion for office space. The approximately 0.75 acre west adjoining parcel will be used to expand parking and construct a retention basin.

Investment:

Original Plan – The plan outlined a monetary investment of $914,700. The actual investment made was approximately $1,121,000. In addition, in 2012, LorAnn invested an additional $452,000 to add a 6,242 square-foot warehouse expansion to their building. Therefore, the total investments leveraged by the Original investment was $658,300 more than committed in 2005.

Amendment 1 – Approximately $1,542,200 of capital investment.

Estimated Job Creation/Retention:

Original Plan – The plan outlined the creation of 16 full-time jobs and 10 part-time jobs. The actual number of jobs created through 2016 is 20 additional full-time jobs and 8 part-time jobs.

Amendment 1 – This redevelopment will result in the creation of 9 full-time jobs over three years.

Duration of Plan:

Original Plan - 14 years with the last year of tax capture in 2018. Local only capture.

Amendment 1 – Beginning in 2017, the new eligible activities and remaining 2005 eligible activities will be reimbursed over 11 years with a combination of local and state school taxes. State school tax capture is projected to be completed in 2024 and local tax capture is projected to be completed in 2029. This amendment will also include the BRA funding their LSRRF will be funded to the statutory maximum after completion of the reimbursement of eligible activities and the Brownfield Plan Amendment 1 is expected to terminate in 2033.

New Property Taxes Generated by Project:

USES OF NEW TAXES	ORIGINAL PLAN	AMENDMENT 1
TIFA (state school taxes)	$88,186	$101,781
Lansing School District Debt	$4,185	$10,406
City of Lansing Debt	$3,796	$9,441
City of Lansing Local Taxes	$13,177	$68,004
Total to Tax Units	**$109,344**	**$189,632**
LBRA Administration	$11,859	$23,803
LBRA Revolving Fund	$5,930	$96,097
Reimbursed to LBRA for Eligible Activities	$0	$24,200
Reimbursement to Developer for Eligible Activities	$100,801	$280,200
Total Brownfield Plan	**$118,590**	**$424,300**

Total Use New Taxes: $227,934 (Original Brownfield Plan)
$613,932 (Amendment 1)

3. Past Use of the Property - Site History

Original Plan (LorAnn Oils Facility)
The 2.15-acre brownfield project site hereinafter referred to as "the Property" was originally developed in 1965 for Contractors Machinery Company. From 1971 until the present, the site has been occupied by LorAnn Oils, Inc.

Previous environmental assessment work has detected contamination on the site. Based on these finding, the Property is a "Facility" as defined in section 20101 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20101.

Amendment 1
A 6.368-acre parcel of land adjoins the LorAnn Oils property to the west. This amendment adds approximately 0.75 acres of this west-adjoining parcel to the LorAnn Oils property. The west-adjoining parcel has been designated a "Facility" based on the presence of contamination in fill above MDEQ Part 201 generic residential cleanup criteria found on the site during environmental assessments.

The sampling locations and constituents above MDEQ Part 201 generic residential cleanup criteria are shown on the figures in Appendix B.

A list of the original two parcels and the tax ID for the parent parcel of which the approximately 0.75 acres will be split and their basis for eligibility under Act 381 is presented in the table below:

Eligible Properties		
Address	**Tax ID**	**Basis of Eligibility**
4518 Aurelius Road	33-01-01-34-426-011	Facility
4518 Aurelius Road	33-01-01-34-426-009	Facility
6.368-acre parent parcel *split pending	33-01-01-34-426-016	Facility

A legal survey showing the 0.75 acre split (Parcel 2) from the parent parcel is provided in Exhibit A.

4. The Lansing Brownfield Redevelopment Authority

In August of 1997, Lansing City Council established the Lansing Brownfield Redevelopment Authority (LBRA) and designated the City of Lansing as a "Brownfield Zone." The primary purpose of the LBRA is to encourage the redevelopment of blighted, contaminated and functionally obsolete property within the Brownfield Zone by providing financial incentives to support redevelopment.

5. Brownfield Project Description

This Amendment 1 restates the original LorAnn Oils Inc. Redevelopment Project Brownfield Plan and leaves those provisions in place while adding an approximately 0.75-acre portion of the west adjoining parcel to facilitate new investments and eligible activities on the LorAnn Oil property located at 4518 Aurelius Road. The original brownfield project is restated below followed by a summary of the new brownfield project associated with 2017 building expansion. The legal descriptions of the parcels included in the original plan and the new parcel added by this amendment are included in Exhibit A.

Original Plan (LorAnn Oils Facility)
LorAnn Oils, Inc. hereinafter called "the Developer", plans to invest approximately $914,700 in eligible activities and the redevelopment of the Property. The project will involve the extensive renovation and expansion of an 18,013 square foot existing manufacturing facility to accommodate both increased office and production needs. The proposed addition is approximately 5,810 square feet and this includes a new truck loading dock. The addition will be used primarily for production purposes. The offices would be expanded to make room for two more offices and a conference room. Construction would be primarily metal/steel and address roof issues plus heating, electrical and air conditioning deficiencies.

Within the new addition, the company will be addition one handicap accessible bathroom, additional heating and air condition capacity, a water heater plus plumbing, drains and washbasins to facilitate daily cleaning of production equipment. There will also be a number of minor improvements to the current employee areas- such as bathrooms, break rooms and kitchen. Outside of the building, LorAnn will relocate and expand the current parking lot for employees and plant visitors.

Work on this project was expected to begin in late Fall of 2004 and be completed by the Summer of 2005.

The costs for the eligible activities will be funded by the Developer and are proposed as a reimbursable expense under this plan.

The reimbursed funds associated with the Original Plan were invaluable to the developer. LorAnn was able to successfully expand their business, which lead to substantial growth, financial success, and the creation of new jobs in south Lansing. In fact, LorAnn's growth was so substantial that they further expanded their facility with additional warehouse space in 2012. Now with this most recent expansion, they need to purchase a portion of the west-adjoining parcel to accommodate this larger footprint meet their needs. This will result in an increased contribution to the local tax pool and the creation of more jobs.

Amendment 1 (2017 Expansion to LorAnn Oils Facility)

Due to the rapid growth and increased demand from customers, LorAnn needs to expand their facilities again. The expansion is necessary to address the needs of their clients and will allow for the company to remain and continue to flourish in south Lansing. LorAnn Oils intends to build two new additions onto the existing structure. Site preparation and environmental assessment activities are anticipated on the west-adjoining parcel and demolition and site preparation on the main LorAnn Oil parcel are included in the eligible activities for this 2017 expansion. The expansion will consist of two single-story additions to the existing structure. An approximately 3,220 square-foot addition will be added to the northwest portion for warehouse space and an approximately 3,784 square-foot addition will be added to the east portion for office space. The approximately 0.75 acre west-adjoining parcel will be used to expand parking and a construct retention basin. This new expansion will provide critical growth space for LorAnn Oils. They are in need of additional office and manufacturing space as well as parking.

The construction of the proposed expansion described in this Brownfield Plan Amendment 1 is anticipated to begin in spring of 2017. The project is anticipated to create 9 new full-time jobs and approximately 15 temporary construction jobs.
The assistance from the LBRA and the City of Lansing in approving this Brownfield Plan Amendment 1 is critical to the project financing and success. The tax increment financing for the 2017 building additions will include both local taxes and

state school taxes for costs incurred during development of the eligible property. A breakdown of Brownfield eligible activities included in this amendment are presented on Table 1.

6. Eligible Activities

The eligible activities for the Original Brownfield Plan and this Brownfield Plan Amendment 1 are presented on Table 1. The LBRA funded environmental assessment and a preliminary geotechnical evaluation (site preparation) of the 0.75-acre west adjoining parcel. The eligible brownfield activities consist of environmental assessment activities, demolition, site preparation, and preparation of Brownfield Plans. The table below presents the eligible activities and the estimated eligible costs for the Original Brownfield Plan and for the Amendment to the Original Plan:

ELIGIBLE ACTIVITIES	ORIGINAL BROWNFIELD PLAN	AMENDMENT 1
1. Environmental Activities: Assessment, Due Care, Remediation, Response Actions, Etc.	$0	$22,200
Portion of #1 reimbursed with *Local Tax Capture*	$0	$15,490
Portion of #1 reimbursed with *State Tax Capture*	$0	$6,710
2. Non-Environmental Activities: Site Preparation, Demolition, Lead & Asbestos Abatement, Public Infrastructure, Work Plan, Etc.	$137,200	$282,200
Est. Portion of #2 reimbursed with *Local Tax Capture*	$137,200	$230,477
Est. Portion of #2 reimbursed with *State Tax Capture*	$0	$51,723
Total Tax Capture Amount Reimbursed to LBRA	**$0**	**$24,200**
Total Tax Capture Amount Reimbursed to Developer	**$137,200**	**$280,200**
3.LBRA Costs: Amount of *Local Tax Capture* to LBRA for Administrative and Legal Costs	$11,859	$23,803
Amount of *Local Tax Capture* to LBRA Revolving Fund	$5,930	$96,097
Total Tax Capture to LBRA	**$17,789**	**$119,900**
Total Tax Capture to Prospective Developer & LBRA	**$154,989**	**$424,300**
Total Brownfield Incentive to Developer including assessment costs funded by LBRA	**$137,200**	**$304,400**

The eligible activities and associated costs included in this Plan were developed based on general information that was provided by the LorAnn Oils, Inc. These estimates were developed with uncertainties and assumptions about the final development of the site and the estimates are subject to considerable change. These estimates should not be assumed to be precise or final.

7. Captured Taxable Value and Tax Increment Revenues

The tax capture on the Original Brownfield Plan began in 2005. The tax capture projections are summarized on Table 2. The actual tax captures are provided for 2005 through 2014 and estimated captures are provided for 2015 through the projected end of tax capture in 2033. The actual tax captures from 2005 through 2014 were less than projected in the Original Plan due to a lower initial increase in taxable value. The following table provides a less detailed summary than Table 2 of the anticipated taxable value and the tax increment revenue it will provide:

	ORIGINAL BROWNFIELD PLAN			AMENDMENT 1		
Tax Year	Annual Incremental Taxable Value	Annual Incremental Taxes Captured	Cumulative Incremental Taxes Captured	Annual Incremental Taxable Value	Annual Incremental Taxes Captured	Cumulative Incremental Taxes Captured
2005	$114,338	$3,679	$3,679	$13,338	$227	$227
2006	$228,675	$7,358	$11,037	$198,021	$6,455	$6,682
2007	$235,535	$7,578	$18,615	$214,010	$6,795	$13,477
2008	$242,601	$7,806	$26,421	$215,860	$7,106	$20,583
2009	$249,879	$8,040	$34,461	$220,560	$7,443	$28,026
2010	$257,376	$8,281	$42,742	$153,860	$5,080	$33,106
2011	$265,097	$8,530	$51,272	$120,060	$3,846	$36,952
2012	$273,050	$8,785	$60,057	$225,960	$9,558	$46,510
2013	$281,241	$9,049	$69,106	$228,960	$10,627	$57,137
2014	$289,679	$9,321	$78,427	$228,160	$13,307	$70,444
2015	$298,369	$9,600	$88,027	$222,160	$8,411	$78,855
2016	$307,320	$9,888	$97,915	$218,660	$8,279	$87,134
2017	$316,540	$10,185	$108,100	$218,660	$13,474	$100,608
2018	$326,036	$10,490	$118,590	$325,622	$20,063	$120,671
2019				$336,817	$20,753	$141,424
2020				$348,236	$21,456	$162,880
2021				$359,884	$22,174	$185,054
2022				$371,764	$22,907	$207,961
2023				$383,882	$23,653	$231,614
2024				$396,242	$23,824	$255,438
2025				$408,850	$16,387	$271,825

Table continued on next page

	ORIGINAL BROWNFIELD PLAN			AMENDMENT 1		
Tax Year	Annual Incremental Taxable Value	Annual Incremental Taxes Captured	Cumulative Incremental Taxes Captured	Annual Incremental Taxable Value	Annual Incremental Taxes Captured	Cumulative Incremental Taxes Captured
2026				$421,710	$16,902	$288,727
2027				$434,827	$17,429	$306,156
2028				$448,206	$17,965	$324,121
2029				$461,853	$18,514	$342,635
2030				$475,773	$19,071	$361,706
2031				$489,971	$19,640	$381,346
2032				$504,453	$20,218	$401,564
2033				$519,225	$20,811	$422,375
2034				$534,292	$1,925	$424,300

NOTE:

1. Cumulative incremental taxes captured do not include incremental tax revenues for Lansing School District Debt or City of Lansing Debt. Local School Operating and State Educational incremental taxes will be used to reimburse the new 2017 eligible activities described in this Brownfield Plan Amendment 1.
2. The incremental taxable value dropped in 2010 and 2011 due to temporary changes to tax laws that allowed certain personal property investments to be depreciated faster.

The captured incremental taxable value and associated tax increment revenue will be determined by the City Assessor. The actual increased taxable value of the land and future taxable improvements on the Property may vary. Furthermore, the amount of tax increment revenue available under this Plan will be based on 100% of the actual millage levied annually by each taxing jurisdiction and the increase in tax value resulting from the redevelopment project that is eligible and approved for capture.

8. Method of Brownfield Plan Financing

Original Brownfield Plan

The costs associated with the eligible activities, listed in Section 6 (Items 1-2) will be initially paid for by the Developer. The Developer will be reimbursed for these costs by the LBRA utilizing 85% of the local tax increment captured from the project over the fourteen (14) year capture period of this Plan. If the actual capture is less than that projected in this plan. The total amount of reimbursement from the LBRA to the Developer may be less than $100,801. Additionally, the LBRA is not obligated to reimburse the Developer for more than $137,200 of total Eligible Activities during the fourteen-year period (2005 to 2018).

The LBRA will provide financing for its costs to implement and administer the Plan by utilizing 10% of the total tax increment capture per year for the duration of the Plan. This expense is noted in Section 6 (Item 5) above.

Amendment 1
Initial environmental assessments and the preliminary geotechnical assessment of the west-adjoining parcel to support site preparation activities were funded by the LBRA's LSRRF. The remaining eligible activities will be funded by the Developer. The new combined total of unreimbursed eligible activities will be reimbursed starting in 2017 with 90% of the available local and state school taxes with 10% passing through to the local taxing jurisdictions. The portion eligible for reimbursement with state school taxes is anticipated to be completed in 2024 and the remaining activities will be reimbursed with local only taxes. The investments made by the LBRA will be reimbursed in first position and the Developer will be reimbursed for eligible activities after the LBRA has been fully reimbursed.

Capture will continue until the total amount of eligible activities of $302,400 have been reimbursed, or the statutory maximum of 30 years of capture (2034), whichever occurs first.

After completion of the reimbursement of eligible activities, the LBRA will capture 90% of the available local taxes to fund the LSRRF to the maximum extent permitted, equal to 5 years of total capture as allowed per the Brownfield Redevelopment Act.

The LBRA will provide financing for its costs to implement and administer the Plan by utilizing 5% of the local taxes captured per year starting in 2017 and for the duration of the Plan. This expense is noted in Section 6 (Item 5) above. The LBRA will also capture 5% of the local taxes to fund its LSRRF and capture the maximum permitted by the statue to fund the LSRRF after completion of reimbursement of eligible activities.

9. Amount of Note or Bonded Indebtedness Incurred

None.

10. Estimated Impact on Taxing Jurisdictions

The following table presents a summary of the estimated tax revenues generated by the taxing jurisdictions whose millage is subject to capture by the LBRA under this plan.

Jurisdiction	Original Brownfield Plan Taxes Captured by LBRA	Amendment 1 Taxes Captured by LBRA (90% of available taxes)	Amendment 1 Taxes Not Captured by LBRA (10% of available taxes)
LOCAL TAXES			
County of Ingham	$26,881	$77,365	$9,799
Regional Airport Authority	$1,651	$5,743	$564
Capitol Area Transportation Authority	$7,257	$24,702	$727
Capital Area District Library	$4,843	$12,813	$1,624
Potter Park Zoo	* This millage was not included in the Original Plan	$2,898	$332
City of Lansing	$49,426	$159,701	$20,231
City of Lansing Debt	$0	$0	$9,441
Lansing Community College	$12,786	$31,277	$3,963
Lansing School District Debt	$0	$0	$10,406
Ingham Intermediate School District	$15,747	$38,576	$4,886
Lansing School Sink	$0	$12,323	$1,561
STATE TAXES			
Local School Operating Tax	$0	$43,779	$89,546
State Education	$0	$14,654	$29,971
Totals	**$118,590**	**$423,831**	**$183,051**

11. Duration of the Brownfield Plan

Unless amended by the Lansing City Council, the Plan is anticipated to remain in effect until the reimbursement of eligible activities plus five years of capture for the LSRRF or the maximum Plan duration of 30 years (2034), whichever occurs first.

12. Legal Description & Site Map

A legal survey showing the 0.75 acre split (Parcel 2) from the parent parcel is provided in Exhibit A. A Site Map is provided on page 1.

13. Personal Property

Estimates of taxable value attributed to personal property are included in this plan. The LBRA will capture all incremental tax revenues resulting from personal property and will use these funds to reimburse the LBRA and Developer for eligible activities as outlined in Section 4 above, within the specified time frame.

14. Displacement of Persons

There are no persons currently residing on the property.

15. Site Assessment and Remediation Revolving Funds

The LBRA will capture 5% of the local taxes captured per year for the duration of the Plan until the completion of reimbursement of eligible activities, at which time the LBRA will capture the full amount of local taxes until the maximum amount permitted by the statute has been deposited. These funds will be placed in the City's Remediation Revolving Fund for future eligible brownfield projects. The funds in the LBRA's LSRRF will be used in a manner consistent with the requirements of the Act.

The LBRA used LSRRF funds to pay for initial environmental assessment and geotechnical assessments. These costs will be reimbursed in first position before the Developers is reimbursed for eligible activities.

Capture for the State Brownfield Redevelopment Fund will be added for the incremental state school taxes generated by the 0.75-acre west adjoining parcel. However, since the parcel will include only parking and a retention pond, the incremental school tax revenues are expected to be minimal and were not calculated or shown on Table 2.

16. Other Information

The LBRA and the Lansing City Council, in accordance with the Act, may amend this Plan in the future to fund additional eligible activities associated with the Project described herein.

OFFICE OF MAYOR VIRG BERNERO
124 W. MICHIGAN AVENUE – NINTH FLOOR
LANSING, MI 48933

AGREEMENT IN CONSIDERATION OF DEVELOPMENT INCENTIVES

THIS AGREEMENT in Consideration of Development Incentives ("Agreement") is made and entered this 22 day of February, 2017, by and between the City of Lansing, Michigan, a Michigan municipal corporation ("City"), and **LORANN OILS, INC.**, a Michigan Corporation ("Applicant"), (collectively the "Parties");

I. STATEMENT OF PURPOSE:

The City of Lansing welcomes new investment and the creation of new jobs. To achieve these goals, the City offers a variety of economic incentives that are designed to facilitate the expansion of existing businesses and the location of new businesses within the City, as well as the rehabilitation of obsolete structures and the reuse of environmentally contaminated sites.

Economic incentives typically do not provide City funds to developers or businesses, but rather encourage new investment and job creation in the City that would not have occurred without the incentive. The purpose of this Agreement is to establish performance expectations, reporting requirements and preferences for Lansing-based firms, resident employees and union employees in hiring, contracting, subcontracting and procurement related to the acceptance of economic incentives by the Applicant.

Economic incentives are beneficial to both the City and the Applicant. The approval of incentives must be a transparent and public process that produces a clear agreement between the Parties regarding the responsibilities of both the City and the Applicant. This public process does not end with the approval of the incentive, but continues until the commitments made by the Applicant under this Agreement are met.

II. DEFINITIONS

As used in this Agreement, the definitions herein shall be the mutually understood meaning of the following terms:

"Incentive" means a reduction in City taxes levied on real or personal property, or other financial benefit to Applicant, for a limited number of years as specified in this Agreement, and which may include, but is not limited to, those tax reductions or other financial benefits authorized by the Obsolete Property Rehabilitation Act (Public Act 146 of 2000, as amended), Neighborhood Enterprise Zone Act (Public Act 147 of 1992, as amended), Brownfield Redevelopment Financing Act (Public Act 381 of 1996, as amended), Plant Rehabilitation and Industrial Development Districts (Public Act 198 of 1974, as amended) and the New Personal Property Tax Exemption authorized by Public Act 328 of 1998.

"Lansing-based firm" means an incorporated business entity that owns or leases an office, warehouse, distribution center, or wholesale or retail store located within the corporate limits of the City of Lansing.

"Full-time Equivalent Employees (FTE)" means a combination of full-time and part-time employees that represents all employees as a comparable number of full-time employees.

III. RECITALS:

A. APPLICANT/PROJECT INFORMATION

Name of Project: LorAnn Oils 2017 Building Expansion

Location of Project (provide attached map):

Business Name of Applicant *(if applicable)*: *LORANN OILS, INC*

Name of Parent Company *(if applicable)*: ______

List Managing Partner and all other Partners, including percentage ownership interest of each partner:
John Grettenberger Jr – 16.66%, Krista Grettenberger – 16.66%,
Ann Orr - 16.66%, Ann Shaver – 12.5%, Darwin Shaver – 12.5%
Elizabeth Thelen – 12.5%, Laura Perniciaro – 12.5%
Totaling 100%

Project description:

The expansion will consist of two single-story additions to the existing structure. An approximately 3,220 square-foot addition will be added to the northwest portion for warehouse space and an approximately 3,784 square-foot addition will be added to the east portion for office space. The approximately 0.75 acre west adjoining parcel will be used to expand parking and a construct retention basin.

List all past projects started in the city of Lansing by any of the partners listed above:

None except previous expansions of existing facility.

List City incentive(s) and number of years requested for each:

Act 381 Brownfield Tax Increment Financing ________ 16 Years

______________________________ ________Years

______________________________ ________Years

______________________________ ________Years

List all Federal, State or other incentives and their estimated value that may be part of this project:

Act 381 Brownfield Tax Increment Financing – state school taxes estimated at $49,976

Name of Financial Institution(s) funding the Project *(if unavailable upon execution of this Agreement, Applicant agrees to furnish commitment letter(s) from lending institution(s) to the LEDC when available)*

Self-financing with own capital

Estimated number of new, permanent full-time equivalent employees (FTE) upon Project Completion *(if applicable):*

___*9*___ FTE by the end of 2020

Estimated total investment in real and personal property, including acquisition and construction costs, upon Project Completion:

$ 1,542,200

Estimated average hourly wage or annual salary of new, permanent employees *(if applicable):*

$15-25/HR

B. APPLICANT ACCEPTANCE OF NOTICE AND REPORTING REQUIREMENTS AND LOCAL PREFERENCES IN HIRING, PROCUREMENT OF GOODS AND SERVICES, CONTRACTING AND SUBCONTRACTING

(initial spaces below to indicate acceptance)

_____ Applicant agrees to notify the LEDC and City Assessor of any and all partnership changes during the term of any incentives approved for the Project.

_____ Applicant agrees, and may be required to provide written documentation at the request of the LEDC, to consider and hire as many Lansing residents and Lansing-based firms, including but not limited to consultants, suppliers, contractors and sub-contractors, as reasonably possible.

_____ Applicant agrees, and may be required to provide written documentation at the request of the LEDC, to make good faith efforts to hire contractors and sub-contractors that employ union labor when economically feasible.

_____ Applicant agrees that all employees, contractors and sub-contractors related to this Project will pay all City individual income tax.

_____ Applicant agrees to report annually to the City Treasurer all gross individual income taxes paid and current residential addresses of all employees.

_____ Applicant agrees that all contractors and sub-contractors will report annually to the City Treasurer all gross individual income taxes paid and current residential addresses of all employees.

C. LEDC STAFF/ADMINISTRATION RECOMMENDATION

Name of Lead Staff Person: Eric Pratt

Revenue currently paid to the City by the site or project:	$	880.24
Estimated total revenue to the City upon Project Completion:	$	20,231.00
Estimated total value of City Incentive(s):	$	304,400.00
Estimated total new net revenue to the City:	$	19,350.75

Staff Comments *(indicate reasons for providing Incentive and describe any additional value to the City as a result of approval)*:

This project is a win-win for the City of Lansing. LorAnn Oils, Inc is a long time south Lansing business that has achieved consistent steady growth and needs to expand to continue their success. The City approved a 2005 Brownfield Plan that was critical to its previous expansion efforts and this 2017 amendment will allow them to expand their existing facility and continue to invest in their existing facility. Although it would be more cost effective to move their operations to a new location, that may not be within the City, LorAnn is committed to invest in Lansing and create jobs here.

Project Timeline: The project will commence with the approval of Lansing Economic Development Corporation Business Financing Assistance Program Loan by the City Council and be completed by December 31, 2020. Construction activities are expected to be completed by December 31, 2018, but the job commitments are expected to be met over a three-year performance period.

Have all appropriate City Incentive fees been received? **YES** NO

Staff Recommendation: **APPROVE** DENY MODIFY

(if DENY or MODIFY please explain in space provided below)

Administration Recommendation: **APPROVE** DENY MODIFY

(if DENY or MODIFY please explain in space provided below)

D. ADDITIONS:

1. Applicant, in seeking local legislative approval, has made certain representations to the City as more fully set forth herein.

2. The Applicant has applied for Incentive for the purpose of expanding their existing facility. The expansion will consist of two single-story additions to the existing structure. An approximately 3,220 square-foot addition will be added to the northwest portion for warehouse space and an approximately 3,784 square-foot addition will be added to the east portion for office space. The approximately 0.75 acre west adjoining parcel will be used to expand parking and

construct a retention basin ("Project"). LorAnn Oils, Inc is expected to hire at least 9 new full-time equivalent employees (FTE) and make an estimated investment in real property of $1,344,000 and personal property of $132,000 when completed.

3. The Applicant has supplied to the LEDC all application and supporting documentation, including a list of all partners of the Applicant with an ownership interest in the Project, which in turn has been forwarded to the City prior to the approval of the Incentive.

4. The Applicant has provided to the LEDC detailed information including wage and benefit information for the Project and new, permanent full-time equivalent employees (FTE) expected to be hired or retained as a result of the Project, which in turn has been forwarded to the City prior to approval of the Incentive.

5. The Applicant and the City desire to enter into an agreement whereby the Applicant and City specify and agree on the Project performance measures under which the Incentive is granted, and some of the conditions under which such Incentive can be modified or revoked by the City and/or State of Michigan. Nothing in this Agreement supersedes or diminishes any rights of the City or the State established by Federal, State, or Local law or regulations.

6. The Lansing City Treasurer has verified in writing the Applicant is not delinquent and/or late on any property taxes owed to the City for all properties in which the applicant owns a twenty-five percent (25%) or more interest.

7. The Lansing City Treasurer has verified in writing the Applicant, if an employer in the City, is in compliance with all required City wage withholding and income reporting requirements for all of their employees.

8. The Lansing City Treasurer has verified in writing the Applicant is not delinquent and/or late on any corporate or other business income taxes owed the City, if any.

9. The LEDC has verified that all application fees due have been paid in full by the Applicant.

IV. AGREEMENT:

NOW, THEREFORE, in consideration of the recitals and mutual covenants and agreements herein contained and pursuant to MCL Public Act 146 of 2000 (the "Act"), as amended, the Parties agree as follows:

A. <u>Reliance on Recitals</u>

The Parties acknowledge Applicant has made representations contained within its application, and the recitals and additions above, with the purpose and intent of City's reliance thereon, as well as for compliance with the Act, as amended, and the City relies upon these representations in its determination that the Incentive should be approved.

B. Project Area

The location of the Project is commonly known as 4518 Aurelius Road, Lansing, Michigan ("Project Area") and legally described as follows: 33-01-01-34-426-011, 33-01-01-34-426-009, and pending parcel split of an approximately 0.75 acre portion of 33-01-01-34-426-016 as shown on the legal survey provided in the Brownfield Plan Amendment 1.

C. Project Timeframe.

The Applicant and City agree the City's approval of the Incentive is based upon completion of the Project within a specific time period ("Project Timeframe"). The Project Timeframe starts March 31, 2017 and ends December 31, 2020. Construction activities are expected to be completed by December 31, 2018, but the job commitments are expected to be met over a three-year performance period as LorAnn, Inc. grows into the new space.

D. Project Completion

The Applicant and the City agree that for the Project to be considered complete, the Applicant must perform all of the following in the Project Area within the Project Timeframe ("Project Completion"):

1. Hire at least 9 new, permanent full-time equivalent employees (FTE).

2. Purchase and/or locate within the Project Area, personal property with a fair market value estimated at $132,000. This personal property may not be moved to the Project Area from another location within the City of Lansing.

3. Make approximately $1,344,000 of improvements to the real property. Improvements include only hard costs, and exclude architectural and engineering costs.

4. Obtain all necessary building permits and site plan approvals, including payment of all required fees, plus final inspections including a Certificate of Occupancy from the City of Lansing and all other appropriate authorities and agencies.

5. Upon Project Completion, the applicant will provide to the LEDC, upon request, any and all appropriate financial records that are referenced as part of this Agreement.

6. Project Completion must be performed by December 31, 2020. Construction activities are expected to be completed by December 31, 2018, but the job commitments are expected to be met over a three-year performance period.

E. Project Completion Progress Reports

The Applicant shall file an annual report with the LEDC on the Applicant's progress toward achieving Project Completion. Reports shall be submitted in compliance with all LEDC reporting requirements (on-line, not of a proprietary nature but based on information contained in this agreement). Applicant understands and agrees that the information submitted to the LEDC will be available for public viewing, unless prior approval is requested and granted for specific confidential business information that is not subject to disclosure under the Freedom of Information Act (Public Act 442 of 1976, being MCL 15.231 et. seq., as amended). Non-compliance with reporting requirements may result in the modification or revocation of the Incentive.

Lack of performance and compliance with this agreement, may be considered as relevant information in consideration of the approval of all future incentive applications to the LEDC or City by the Applicant or any person or entity with (25%) or more ownership in the Project.

F. Verification of Project Completion

No later than thirty (30) days after the end of the Project Timeframe, the Applicant shall provide in writing to the LEDC a Final Project Completion Report ("Final Report on-line") with proof of Project Completion. Acceptable forms of proof may include, as directed by LEDC, proof of employment, proof of paid invoices, executed and filed tax documentation, final financing documents and similar material which confirm original financial data, engineering and architectural "as-built" drawings, photographs, and other like evidence of completion of the Project in the Project Area. If at any time during the Project Timeframe the Applicant completes the Project as agreed upon in Section (4), the Applicant may submit the Final Project Completion Report to the LEDC on line.

G. Consideration of Applicant's Compliance with the Agreement.

Within 60 days of receiving the Final Report, or 90 days after the end of the Project Timeframe, the LEDC shall make a preliminary determination if the Applicant has achieved Project Completion. In the event the preliminary determination concludes the Project was completed per this Agreement, written notification of such finding shall be sent from the LEDC to the Applicant and the City of Lansing Finance Director. In the event the LEDC makes the determination the Applicant did not complete the project per this Agreement, the LEDC will forward in writing its findings and a recommended course of action to the Applicant and the City of Lansing Finance Director. Prior to any action that might lead to the modification or revocation of all or part of the Incentive, the City shall offer the Applicant the reasonable opportunity to appear before the Council and be heard. In the event of the revocation of all or part of the Applicant's Incentive, the City may consider the breach of contract when contemplating the approval of all future Incentive applications to the City by the Applicant or any partners listed as required in the Recitals.

H. Failure of Applicant to Pay Tax Applicable to Personal Property

If any property tax applicable to the personal property that makes up the project is not paid within the time permitted by law for payment without penalty during the life of the Incentive being granted by this Agreement, the City may seize and sell the personal property to pay the tax, expenses of sale, and interest on the tax, or may commence civil litigation to recover the amount of tax an interest thereon, in accordance with Michigan law.

I. Failure of Applicant to Pay Tax Applicable to Real Property

If any property tax applicable to the real property that makes up the project is not paid within the time permitted by law for payment without penalty during the life of the Incentive being granted by this Agreement, the City may place a lien on the real property. The City may enforce the lien in the same manner as provided by law for the foreclosure in the circuit courts of mortgage liens upon real property, in accordance with Michigan law.

J. City's Rights under Act

Nothing in this Agreement shall supersede the City's ability to request the State Tax Commission to revoke the Incentive as otherwise provided, or as may hereafter be provided, under the Act, as amended. Nothing in this Agreement supersedes or diminishes any rights of the City or the State established by Federal, State, or Local law or regulations.

K. Ambiguity

If this Agreement or any of its terms and conditions is determined to be ambiguous, this Agreement and all its terms and conditions shall be considered as if drafted by both parties.

L. Rights and Remedies Cumulative

The Parties shall have all the rights and remedies available at law, in equity or in this Agreement to enforce the rights and obligations under this Agreement. All remedies shall be cumulative and none will be exclusive of any other. The exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or any obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

M. Right In Third Parties

This Agreement is not intended nor shall it create any rights, expectations or benefit to any third parties, including any creditor of the parties.

N. Severability

The invalidity of any portion of this Agreement shall not affect the validity of the remainder thereof.

O. Subsequent Waivers

One or more waivers of any provision, covenant, or condition of this Agreement shall not be construed as a waiver of a subsequent breach of the same provision, covenant, or condition, or as a waiver of a subsequent breach of other provisions, covenants, or conditions. The consent or approval to or for any act shall not be deemed to render unnecessary the consent or approval to or for any subsequent similar act.

P. Termination

This Agreement terminates upon the end of the life of the incentive.

Q. Authority.

The Applicant's execution, delivery and performance of this Agreement have been duly authorized. The Applicant's representative executing this Agreement does so with requisite authority to fully and completely bind the Applicant.

IN WITNESS WHEREOF, the undersigned Parties hereto execute this Agreement as of the day and year first above written.

WITNESSES:

____

____

____

____

____

____

LORANN OILS, INC.

By:______________________________
John Grettenberger, Jr.

Its: Manger

CITY OF LANSING:

By:______________________________
Virg Bernero

Its: Mayor

LANSING ECONOMIC DEVELOPMENT CORPORATION:

By:______________________________
Karl R. Dorshimer

Its: Authorized Representative

Approved as to form:

____
James Smiertka

City Attorney

I hereby certify that funds are available in Account No.:__________________

____
City Controller

REIMBURSEMENT AGREEMENT

This Brownfield Reimbursement Agreement (the "**Reimbursement Agreement**") is made as of ____________, among the Lansing Brownfield Redevelopment Authority (the "**Authority**"), a public body corporate with offices at 1000 South Washington Avenue, Lansing, MI 48910; and LORANN OILS, INC., a Michigan Corporation, with a business address of 4518 Aurelius Road, Lansing, MI 48910 (the "Developer"). The Authority and the Developer, collectively, shall be referred to as the "**Parties**" throughout the Agreement.

RECITALS

A. The Authority was created by the City of Lansing (the "**City**") pursuant to the Brownfield Redevelopment Financing Act, 1996 P.A. 381, as amended (the "**Act**"), and, pursuant to the Act, the Authority has prepared a Brownfield Plan to include the Property (as defined below) which was duly approved by the City Council on ______________, __________ following a public hearing on ______________, _________, a copy of which is attached as **Exhibit A** (the "**Brownfield Plan**").

B. The Developer intends to develop the property in the City of Lansing which is described on the attached **Exhibit B** (the "**Property**") and which, as defined by Part 201 of Michigan's Natural Resources and Environmental Protection Act (P.A. 451, as amended) and included in the Brownfield Plan is an "eligible property" and is therefore commonly referred to as a "brownfield."

C. The Developer has also entered into an Agreement in Consideration of Development Incentives with the City of Lansing and the Authority, a copy of which is attached as **Exhibit C** (the "**Development Agreement**").

D. The Developer has not entered into a Local Site Remediation Revolving Fund Loan Agreement with the Authority.

E. The Developer has not entered into a United States Environmental Protection Agency (EPA) Revolving Fund Loan (RLF Loan) with the Authority and EPA.

F. Provided it obtains any needed zoning and building approvals from the City and others, the Developer plans to develop on the Property certain improvements (the "**Improvements**") as described in the Brownfield Plan. The Improvements will increase the tax base for the relevant taxing jurisdictions and support the employment base in Lansing. The Improvements include eligible activities as defined by the Act (the "**Eligible Activities**").

G. In order to make the Improvements on the Property, the Developer will incur costs to complete the Eligible Activities. These costs are more fully described in the Brownfield Plan ("**Eligible Costs**"). It is recognized that the Brownfield Plan is based upon estimated costs and may increase or decrease depending on the nature and extent of the Brownfield conditions and other unknown conditions encountered on the Property. The actual cost of those Eligible Activities encompassed by this Plan that will qualify for reimbursement from tax increment revenues of the Authority from the Property shall be governed by the terms of this Agreement. No costs of Eligible Activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of this Agreement, Brownfield Plan and the Act. The amount reimbursed for eligible activities may be adjusted up or down between the various categories of Eligible Activities, up to the maximum total reimbursement of $280,200.00.

G. In accordance with the Act and the Brownfield Plan, the Parties desire to use the property tax revenues that are generated from an increase in the Property's taxable value due to the Improvements ("**Tax Increment Revenues**") to reimburse the Developer for Eligible Costs it incurs in improving the Property.

H. The Parties are entering into this Agreement to establish the terms and conditions and the procedures for such reimbursement with Tax Increment Revenues as they are generated.

TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Agreement, the Parties agree as follows:

1. Brownfield Plan. To the extent provisions of the Brownfield Plan conflict with this Agreement, the terms and conditions of the Brownfield Plan control. To the extent provisions of the Brownfield Plan or this Agreement conflict with the Act, then the Act controls.

2. Construction of Development. The Developer shall proceed with due care and diligence to complete the Improvements and undertake and complete the Eligible Activities resulting in the Eligible Costs, all in accordance with this Agreement, the Brownfield Plan, Development Agreement and all applicable laws, rules, regulations, permits, orders, and authorized requirements of any official or agency of competent jurisdiction.

3. Capture of Taxes. The parties agree that this Agreement and the Tax Increment Revenues collected and distributed pursuant to the Brownfield Plan are intended to fund the Eligible Costs and the Authority's costs as described in the Brownfield Plan.

4. Submission of Costs. For those Eligible Costs for which the Developer seeks reimbursement from the Authority, the Developer shall submit to the Authority such of the following as may be required by Authority representatives:

(a) a written statement detailing the costs,

(b) a written explanation as to why the amounts requested are subject to reimbursement pursuant to the Brownfield Plan and this Agreement,

(c) copies of invoices from the consultants, contractors, engineers, attorneys or others who provided such services,

(d) copies of waivers of liens by the contractors, subcontractors and material suppliers;

(e) if not already submitted, copies of the contract with the contractor or supplier providing the services or supplies for which reimbursement is sought;

(f) a statement from the engineer and project manager overseeing the work recommending payment; and

(g) A signed statement from the Developer attesting that all completed Eligible Costs comply with all local, state and federal laws and regulations.

(h) any other information which may be reasonably required by state authorities or reasonably required by the Authority.

The Developer may submit a reimbursement request including such information whenever it is available even though Tax Increment Revenues for the reimbursement may not be available at the time of submittal. As Tax Increment Revenues become available, the Authority will reimburse the Developer those Eligible Costs which have been approved by the Authority as directed by the Brownfield Plan. The Developer and Authority agree that the Authority may do so but is not obligated to reimburse Eligible Activities conducted after December 31, 2018.

5. Payments. Payments to the Developer shall be made as follows:

(a) Within sixty (60) days of its receipt of the materials identified in paragraph 4 above, the Authority shall decide whether the payment request is for Eligible Costs and whether such costs are accurate. If the Authority determines all or a portion of the requested payment is for Eligible Costs and is accurate, it shall see that the portion of the payment request that is for Eligible Costs is processed for payment as provided in subparagraph (b) below. If the Authority disputes the accuracy of any portion of any payment request or that any portion of any payment is for Eligible Costs, it shall notify the Developer in writing of its determination and the reasons for its determination. The Developer shall have thirty (30) days from its receipt to provide the Authority a written response to the Authority's decision and the reasons given by the Authority. Within thirty (30) days of receiving the written response from the Developer, the Authority shall make a final determination on the eligibility of the disputed cost(s) and inform the Developer in writing of its determination. The final determination shall be binding upon the Developer.

(b) Once it approves any request for payment as Eligible Costs and approves the accuracy of such costs, the Authority shall pay to the Developer pursuant to the Brownfield Plan, Development Agreement, LSRRF Accelerated Reimbursement Loan Agreement (if applicable) or EPA Revolving Loan Agreement (if applicable).

(c) The repayment obligation under this Agreement shall expire upon the payment by the Authority to the Developer of all LBRA approved amounts due the Developer under this Agreement or on December 31, 2033 whichever occurs first.

(d) The sole source for any reimbursement shall be such Tax Increment Revenues as described in the Brownfield Plan. To the extent permitted by law, such reimbursements, once approved by the Authority under subparagraph (b) above shall be and remain valid and binding obligations of the Authority until paid or until expiration of the time for payment as provided in subparagraph (c), or if the Developer is in default of the Development Agreement.

(1) Payment for Administrative Fees. The Authority will collect a payment for administrative fees annually from Tax Increment Revenues equaling 5% percent of the amount of Tax Increment Revenue collected each year that is derived from "Local Taxes", as defined by the Act. The purpose of this payment is to cover administrative costs and fees, as defined in section 7(h) of Act 381, that are part of the approval of the Brownfield Plan, an Act 381 Work Plan and any Eligible Activity on an eligible property. The payment is a reimbursable administrative cost subject to Tax Increment Revenues under Section 13(16) and Section 13(19) of the Act, and the satisfaction and performance of the terms of this Agreement. The Developer acknowledges that payment of the administrative fees will be made from

Tax Increment Revenues before payments to the LSRRF and before any payments of amounts due to the Developer hereunder.

(2) Payment for Local Site Remediation Revolving Fund (LSRRF). The Authority will collect a payment each year for deposit into the LSRRF. The payment will equal 5% percent of the amount of tax increment revenue collected each year that is derived from "Local Taxes", as defined by the Act. Collection and use of the payments deposited into the LSRRF will be in accordance with Section 8 and Section 13(5) of the Act. The Developer acknowledges that payment of the LSRRF will be made from Tax Increment Revenues before any payments of amounts due to the Developer hereunder.

(3) If the Developer has entered into a LSRRF Accelerated Reimbursement Loan (ARL) Agreement with the Authority (Exhibit D). The Authority will use the Tax Increment Revenues toward repayment of any outstanding ARL Loan balance. The Developer acknowledges that payment of any outstanding ARL balance will be made from Tax Increment Revenues up to an amount equal to the current balance before any payments of amounts due to the Developer hereunder.

(4) If the Developer has entered into an EPA RLF Loan Agreement with the Authority (Exhibit E). The Authority will use the Tax Increment Revenues toward repayment of any outstanding EPA RLF Loan balance. The Developer acknowledges that payment of any outstanding EPA RLF balance will be made from Tax Increment Revenues up to an amount equal to the current balance before any payments of amounts due to the Developer hereunder.

(5) If the Developer has entered into an Michigan Department of Environmental Quality Brownfield Redevelopment Loan (MDEQ BRL) Loan Agreement with the Authority (Exhibit F). The Authority will use the Tax Increment Revenues towards the repayment of any outstanding MDEQ BRL Loan balance. The Developer acknowledges that payment of any outstanding MDEQ BRL Loan balance will be made from Tax Increment Revenues up to an amount equal to the current balance before any payments of amounts due to the Developer hereunder.

(6) If Project has received pre-development funds from the LBRA's LSRRF or USEPA Assessment Grant, the Authority will use Tax Increment Revenues to reimburse the LSRRF and/or USEPA Assessment Grant in full prior to reimbursing the Developer for eligible activities. The Developer acknowledges that payment of any outstanding LSRRF or USEPA Assessment Grant contribution will be made from Tax Increment Revenues up to an amount equal to the current balance before any payments of amounts due to the Developer hereunder.

6. Assignment of Future Reimbursement Revenue. The Developer may assign, with the Authority's written approval, all or part of its rights and obligations under this Agreement to any affiliate or successor in interest. Developer shall, no later than sixty (60) days prior to such assignment, notify the Authority as specified under Subparagraph 10(e).

7. Adjustments. If, due to an appeal of any tax assessment or reassessment or any other reason, the Authority is required to reimburse any Tax Increment Revenues to taxing entities, the Authority may deduct the amount of any such reimbursement from any amounts due and owing the Developer or, if all amounts due the Developer under this Agreement have been fully paid, the Authority may invoice the Developer for the amount of such reimbursement and the Developer shall pay the Authority such invoiced amount within sixty (60) days of the Developer's receipt of the invoice from the Authority. Nothing in this agreement shall limit the right of the Developer to appeal any tax assessment.

8. Obligation to Fund Eligible Activities. The Developer shall pay for the Eligible Costs with its own funds and receive reimbursement from the Authority by available Tax Increment Revenues (TIR) as described in the Brownfield Plan. It is anticipated that there will be sufficient available Tax Increment Revenues to pay for all Eligible Costs under this Agreement. However, if for any reason increased Tax Increment Revenues from the Development do not result in sufficient revenues to satisfy such obligations, the Developer agrees and understands that it will have no claim or further recourse of any kind or nature against the City or the Authority and the Developer shall assume full responsibility for any such loss or costs, including all responsibilities associated with any associated LSRRF Agreement or EPA RLF Loan Agreement.

9. Indemnification. The Developer shall defend, indemnify, and hold the City and the Authority, and their agents, representatives, and employees (hereinafter "Indemnified Persons") harmless from any loss, expense (including reasonable legal counsel fees) or liability of any nature due to any and all suits, actions, legal or administrative proceedings, or claims arising or resulting from injuries to persons or property as a result of the ownership, operation, use or maintenance of the Improvements.

10. Miscellaneous.

(a) This is the entire agreement between the parties as to its subject matter. All previous negotiations, statements and preliminary instruments of the parties or their representatives are merged in this Agreement. The Agreement shall not be amended or modified except in writing signed by all the parties. It shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision.

(b) This Agreement and the rights and obligations under this Agreement except as previously noted, are un-assignable and non-transferable without the consent of the other parties. It shall, however, be binding upon any successors or permitted assigns of the parties.

(c) This Agreement shall terminate when all reimbursements required under this Agreement have been made or the Brownfield Plan obligation to the Developer expires, whichever occurs first.

(d) All parties had input into the drafting of this Agreement and all had the advice of legal counsel before entering into this Agreement. In the event any ambiguity of any language in this Agreement arises, such ambiguity shall not be construed against any party.

(e) Notices shall be complete when delivered by personal delivery, by courier or delivery service (such as UPS, FedEx or other service) or by certified mail, return receipt requested to the addresses first written above. If any party refuses to accept delivery when presented, delivery shall be deemed to have occurred at the time of such refusal. Any such notice and communication shall be addressed as follows:

If to Authority:	Lansing Brownfield Redevelopment Authority 1000 South Washington Avenue, Suite 201 Lansing, MI 48910 Attn: Karl Dorshimer
If to Developer:	LORANN OILS, INC. 4518 Aurelius Road Lansing, MI 48910 Attn: John Grettenberger

(f) This Agreement shall be governed by the laws of the State of Michigan.

(g) This Agreement may be signed in multiple identical copies, each of which shall be deemed to be an original copy, and each facsimile or electronic copy shall constitute a legally binding, enforceable document.

(h) The captions and headings in this Agreement are for convenience only and in no way limit, define or describe the scope or intent of any provision in this Agreement.

(i) Each party shall take all actions required of it hereunder as expeditiously as possible and shall cooperate to the fullest extent possible with the other parties and with any individual, entity or governmental agency regarding the purposes of this Agreement. Each party shall execute and deliver all documents necessary to accomplish the purposes and intent of this Agreement, including, but not limited to, such documents or agreements as may be required by the Developer's lenders with respect to securing financing from such lenders.

By signing below, all parties represent and warrant their authority to enter into this agreement on behalf of their respective organizations. The parties have signed this Agreement as of the date first written above.

LORANN OILS, INC.

By:______________________________
John Grettenberger
Its: Manager

LANSING BROWNFIELD REDEVELOPMENT AUTHORITY

By:______________________________
Karl R. Dorshimer, LBRA Representative

EXHIBIT A

BROWNFIELD PLAN

EXHIBIT B
LEGAL DESCRIPTION OF PROPERTY

The location of the Project is commonly known as ____________________, Lansing, Michigan ("Project Area") and legally described as follows:

EXHIBIT C
Development Agreement

EXHIBIT D
LSRRF Agreement
(Optional)

EXHIBIT E

(EPA RLF Loan Agreement)

THE LANSING BROWNFIELD REDEVELOPMENT AUTHORITY

Resolution Recommending Approval of Plan #20a-rev1
LorAnn Oils Redevelopment Project – Amendment #1
2017 Building Expansion

At a meeting of the Board of Directors of the Lansing Brownfield Redevelopment Authority (LBRA) Lansing, Michigan, held on the 3rd day of February, 2017, at 8:30 a.m., pursuant to notice duly given:

PRESENT:	Members:	Andrea Ragan, James Butler III, Christopher 'Blake' Johnson, Pierre LaVoie, Calvin Jones, Shelley Davis
ABSENT:	Members:	Mayor Virg Bernero, Kimberly Coleman, Baldomero Garcia

The following preamble and resolution was offered by;

Member: Johnson, and supported by;

Member: Jones:

WHEREAS, The LBRA staff has worked closely with LorAnn Oils, Inc. (Developer) to draft Brownfield Plan #20a-rev1 (Plan); and

WHEREAS, The LBRA staff has duly reviewed such Plan and has found it to be in compliance with the provisions of the Act and meets the following determinations and findings:

1. The Plan constitutes a public purpose under the Act;
2. The Plan meets all of the requirements for a brownfield plan set forth in Section 13 of the Act;
3. The proposed method of financing the cost of the eligible activities, as described in the Plan, is feasible and the Authority has the ability to arrange the financing;
4. The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act; and
5. The amount of the captured taxable value estimated to result from the adoption of the Plan is reasonable; and

WHEREAS, The LBRA staff recommends approval of the Plan:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LANSING BROWNFIELD REDEVELOPMENT AUTHORITY, AS FOLLOWS:

1. The Brownfield Plan described as Brownfield Plan #20a-rev1 – F LorAnn Oils Redevelopment Project – Amendment #1 2017 Building Expansion in the form filed herewith is hereby approved by the Lansing Brownfield Redevelopment Authority and recommended for consideration by the City Council of the City of Lansing pursuant to Act 381 of Michigan Public Acts of 1996, as amended.

2. The LBRA Board hereby requests that the Lansing City Council, after required notification as specified by the Act, hold a public hearing in consideration of this matter, and subsequently approve the Plan.

YEAS: Six (6)

NAYS: Zero (0)

ABSTENTIONS: Zero (0)

ABSENT: Three (3)

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
)SS.
COUNTY OF INGHAM)

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a meeting of the Brownfield Redevelopment Authority held on the 3rd day of February, 2017, and said resolution is on file in the office of the Economic Development Corporation and is available to the public. Public notice of the said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan 1976, including in the case of a special or re-scheduled meeting, notice by publication or posting of at least eighteen (18) hours prior to the time set for the meeting. In addition, said meeting was held in full compliance with the Board's By-Laws.

IN WITNESS WHEREOF, I have hereunto affixed my official signature.

Pierre LaVoie, Secretary

ECONOMIC DEVELOPMENT CORPORATION
LANSING CITY TREASURER APPROVAL FORM
BUSINESS

Business Name: LorAnn Oils, Inc.
Business Contact Person: Mr. John Grettenberger, Jr.
Phone Number: 517-882-0215

Project Location: 4518 Aurelius Rd

Type of EDC Service: Brownfield Redevelopment Authority Application

EDC Contact Person Name: Eric Pratt

Email: eric@purelansing.com Phone Number: 517-643-1564

Due Date: As soon as possible

Approval:

Sammy Ford

City Treasurer

BY THE COMMITTEE ON DEVELOPMENT AND PLANNING
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING
RESOLUTION TO SET A PUBLIC HEARING FOR
BROWNFIELD PLAN #20a-rev1
LORANN OILS, INC. EXPANSION REDEVELOPMENT PROJECT –
AMENDMENT #1

WHEREAS, the Lansing Brownfield Redevelopment Authority has prepared and forwarded an approved Brownfield Plan pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, Public Act 381 of 1996, as amended, for property commonly referred to as 4518 Aurelius Road located in the City of Lansing; and

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

WHEREAS, maps, plats, and a description of the brownfield plan are available for public inspection at the Lansing Economic Area Partnership, 1000 South Washington, Suite 201, Lansing, MI 48912, and that all aspects of the brownfield plan are open for discussion at the public hearing.

NOW, THEREFORE, BE IT RESOLVED that a public hearing be held in the City Council Chambers of the City of Lansing, 10th Floor, Lansing City Hall, Lansing, Michigan, on **(INSERT DATE)** at 7:00 p.m. on Brownfield Plan #20a-rev1 – LorAnn Oils, Inc. Redevelopment Project – Amendment #1 under the Brownfield Redevelopment Financing Act, for property more particularly described as:

Part of the Southeast ¼ of Section 34, T4N, R2W, City of Lansing, Ingham County, Michigan, being more particularly described as follows; Commencing at the East ¼ Corner of said Section 34; thence S00°01’03”W, 744.50 feet along the East line of said Section 34; thence N89°53’43”W, 356.24 feet to the point of beginning of the following described Parcel; thence continuing N89°53’43”W, 193.76 feet; thence S00°01’03”W, 168.07 feet, parallel with the said East line; thence S89°19’29”E, 193.77 feet; thence N00°01’03”E, 170.00 feet, parallel with the said East line to the Point of Beginning. Containing 0.75 acres, more or less and subject to any easements or restriction of use of record. Parcel Number: 33-01-01-34-426-016, Ingham, County, Michigan.

And that the City Clerk cause notice of such hearing to be published twice in a publication of general circulation, no less than 10 days or more than 40 days prior to the date of the public hearing, and that the City Clerk also cause the legislative body of each taxing unit levying ad valorem taxes on this property, to be notified of Brownfield Plan #20a-rev1 – LorAnn Oils, Inc. Redevelopment Project – Amendment #1 and the scheduled public hearing.

City of Lansing
Notice of Public Hearing

The Lansing City Council will hold a public hearing on **(INSERT DATE)** at 7:00 p.m. in the City Council Chambers, 10th Floor, Lansing City Hall, Lansing, MI, for the purpose stated below:

To afford an opportunity for all residents, taxpayers of the City of Lansing, other interested persons and ad valorem taxing units to appear and be heard on the approval of Brownfield Plan #20a-rev1 – LorAnn Oils, Inc. pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, Public Act 381 of 1996, as amended, for property commonly referred to as 4518 Aurelius Road located in the City of Lansing, but more particularly described as:

Part of the Southeast ¼ of Section 34, T4N, R2W, City of Lansing, Ingham County, Michigan, being more particularly described as follows; Commencing at the East ¼ Corner of said Section 34; thence S00°01’03”W, 744.50 feet along the East line of said Section 34; thence N89°53’43”W, 356.24 feet to the point of beginning of the following described Parcel; thence continuing N89°53’43”W, 193.76 feet; thence S00°01’03”W, 168.07 feet, parallel with the said East line; thence S89°19’29”E, 193.77 feet; thence N00°01’03”E, 170.00 feet, parallel with the said East line to the Point of Beginning. Containing 0.75 acres, more or less and subject to any easements or restriction of use of record. Parcel Number: 33-01-01-34-426-016, Ingham, County, Michigan.

Approval of this Brownfield Plan will enable the Lansing Brownfield Redevelopment Authority to capture incremental tax increases which result from the redevelopment of the property to pay for costs associated therewith. Further information regarding this issue, including maps, plats, and a description of the brownfield plan will be available for public inspection and may be obtained from Karl Dorshimer – Director of Economic Development, Lansing Economic Area Partnership, 1000 South Washington, Suite 201, Lansing, MI 48912, (517) 702-3387.

Chris Swope

City Clerk

BY THE COMMITTEE ON DEVELOPMENT AND PLANNING
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING
RESOLUTION APPROVING BROWNFIELD PLAN #20a-rev1
LORANN OILS, INC. REDEVELOPMENT PROJECT – AMENDMENT #1

WHEREAS, the Brownfield Redevelopment Authority (the 'Authority') of the City of Lansing, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, Public Act, Public Act 381 of 1996, as amended, (the 'Act') has prepared a Brownfield Plan, submitted to Council and placed on file in the office of City Clerk, LBRA Brownfield Plan #20a-rev1 – LorAnn Oils, Inc. Redevelopment Project – Amendment #1 (the 'Plan'); and

WHEREAS, a public hearing was held by the Lansing City Council on **(INSERT DATE)** and at least 10 days before the public hearing the taxing jurisdictions were provided notice to be fully informed about the fiscal and economic implications of the proposed Plan and given a reasonable opportunity to express their views and recommendations regarding the Plan in accordance with Section 13 (10) and 14(1) of the Act; and

WHEREAS, the Lansing City Council, before and during its public hearing on the **(INSERT DATE)**, reviewed testimony and evidence regarding the Plan, and found that:

1. the Plan provides for the reimbursement of costs attributable to eligible activities to the developer and the Authority,

2. the Project includes, in addition to the eligible activities identified in the Plan, the redevelopment of the property,

3. the Project may result in new private investment of approximately $1,542,200,

4. the Plan provides for the capture of property tax increment revenues due to the private investment on the site, and devotes them to repaying the Authority for its costs associated with eligible activities it performs, and to repaying the developer for their costs associated with eligible actives they perform, in accordance with the Plan,

WHEREAS, the Authority Board of Directors, at its meeting on February 3, 2017, unanimously recommended approval of the Plan, for this Project;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, after having duly considered the Plan, finds it is in compliance with the provisions of the Act and further finds:

- The Plan constitutes a public purpose under the Act;

- The Plan meets all of the requirements for a Brownfield Plan set forth in

Section 13 of the Act;

- The proposed method of financing the costs of the eligible activities, as described in the Plan, is feasible and the Authority has the ability to arrange the financing;

- The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act; and

- The amount of the captured taxable value estimated to result from the adoption of the Plan is reasonable.

IT IS FINALLY RESOLVED that the Lansing City Council hereby approves the LBRA 'Brownfield Plan #20a-rev1 – LorAnn Oils, Inc. Redevelopment Project – Amendment #1'.

Warner
Norcross&Judd LLP
ATTORNEYS AT LAW

JARED T. BELKA
ATTORNEY
616.752.2447
FAX 616.222.2447

jbelka@wnj.com

February 13, 2017

Mr. Chris Swope
Lansing City Clerk
City Hall
124 West Michigan Ave.
Lansing, Michigan 48933

Re: **Act 146 Obsolete Property Rehabilitation Act (OPRA) Application for DED Development, LLC**

Dear Mr. Swope:

I am writing on behalf of my client, DED Development, LLC, a Michigan limited liability company, to request approval consideration for an Act 146 Obsolete Property Rehabilitation Act Application (an original and two copies of the Application are enclosed) for the property located at 629 W. Hillsdale Street, Lansing, Michigan. A request to establish the OPRA district was submitted under separate cover.

Thank you for your time and consideration of this request. If I can provide any additional information or be of assistance, please do not hesitate to contact me directly at (616) 752-2447.

Very truly yours,

Jared T. Belka

JTB/ckm

Enclosure
c: Derek Dalling via e-mail

15446130

Application for Obsolete Property Rehabilitation Exemption Certificate

This form is issued as provided by 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 original and two copies of this form 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.) Please 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 de scription of the obsolete facil ity (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 r ehabilitated facility, (e) A time schedule for undertaking and completing the rehabilitat ion 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) DED Development, LLC		
Company Mailing address (No. and street, P.O. Box, City, State, ZIP Code) 1000 W. St. Joseph, Suite 200, Lansing, Michigan 48915		
Location of obsolete facility (No. and street, City, State, ZIP Code) 629 W. Hillsdale Street, Lansing, MI 48933		
City, Township, Village (indicate which) City of Lansing	County Ingham County	
Date of Commencement of Rehabilitation (mm/dd/yyyy) 03/01/2017	Planned date of Completion of Rehabilitation (mm/dd/yyyy) 12/31/2017	School District where facility is located (include school code) 33020- Lansing Public Schools
Estimated Cost of Rehabilitation $570,000.00	Number of years exemption requested 7	Attach Legal description of Obsolete Property on separate sheet

Expected project likelihood (check all that apply):

- [x] Increase Commercial activity
- [x] Retain employment
- [x] 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 11

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 following box if you wish to be considered for this exclusion. [x]

APPLICANT'S 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 w ith the provisions of Public Act 146 of 2000, as amended, of the Mich igan 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 O bsolete Property Rehabilitation Exemption Certificate by the State Tax Commission.

Name of Company Officer (no authorized agents) Derek Dalling	Telephone Number (517) 485-7711	Fax Number
Mailing Address 1000 W. St. Joseph, Suite 200, Lansing, Michigan 48915		Email Address derek@kdafirm.com
Signature of Company Officer (no authorized agents) [signature]		Title Manager

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 31st of the year approved by the STC).

	Taxable Value	State Equalized Value (SEV)
Building(s)		

Name of Governmental Unit	Date of Action on 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 146 of 2000 may be in jeopardy.

Name of Clerk	Clerk Signature		Date	
Clerk's Mailing Address	City		State	ZIP Code
	Telephone Number	Fax Number	Email Address	

Mail completed application and attachments to: Michigan Department of Treasury
State Tax Commission
P.O. Box 30471
Lansing, Michigan 48909-7971

If you have any questions, call (517) 373-2408.

For guaranteed receipt by the State Tax Commission, it is recommended that applications and attachments are sent by certified mail.

Legal Description of Obsolete Property

<u>Fire Station #3 and 629 W. Hillsdale, Lansing, MI (Parcel Identification No. 33-01-01-16-360-002)</u>, more particularly described on as follows ("Property"):

<u>Lot 1, Capitol Commons Urban Renewal Plan No.1, part of the Southwest ¼ of Section 16, T4N, R2W, City of Lansing, Ingham County, MI.</u>

OFFICE OF MAYOR VIRG BERNERO
124 W. MICHIGAN AVENUE – NINTH FLOOR
LANSING, MI 48933

AGREEMENT IN CONSIDERATION OF DEVELOPMENT INCENTIVES

THIS AGREEMENT in Consideration of Development Incentives ("Agreement") is made and entered this ______day of ________________, _______, by and between the City of Lansing, Michigan, a Michigan municipal corporation ("City"), and DED Development, LLC, a Michigan Corporation ("Applicant"), (collectively the "Parties");

I. STATEMENT OF PURPOSE:

The City of Lansing welcomes new investment and the creation of new jobs. To achieve these goals, the City offers a variety of economic incentives that are designed to facilitate the expansion of existing businesses and the location of new businesses within the City, as well as the rehabilitation of obsolete structures and the reuse of environmentally contaminated sites.

Economic incentives typically do not provide City funds to developers or businesses, but rather encourage new investment and job creation in the City that would not have occurred without the incentive. The purpose of this Agreement is to establish performance expectations, reporting requirements and preferences for Lansing-based firms, resident employees and union employees in hiring, contracting, subcontracting and procurement related to the acceptance of economic incentives by the Applicant.

Economic incentives are beneficial to both the City and the Applicant. The approval of incentives must be a transparent and public process that produces a clear agreement between the Parties regarding the responsibilities of both the City and the Applicant. This public process does not end with the approval of the incentive, but continues until the commitments made by the Applicant under this Agreement are met.

II. DEFINITIONS

As used in this Agreement, the definitions herein shall be the mutually understood meaning of the following terms:

"Incentive" means a reduction in City taxes levied on real or personal property, or other financial benefit to Applicant, for a limited number of years as specified in this Agreement, and which may include, but is not limited to, those tax reductions or other financial benefits authorized by the Obsolete Property Rehabilitation Act (Public Act 146 of 2000, as amended), Neighborhood Enterprise Zone Act (Public Act 147 of 1992, as amended), Brownfield Redevelopment Financing Act (Public Act 381 of 1996, as amended), Plant Rehabilitation and Industrial Development Districts (Public Act 198 of 1974, as amended) and the New Personal Property Tax Exemption authorized by Public Act 328 of 1998.

"Lansing-based firm" means an incorporated business entity that owns or leases an office, warehouse, distribution center, or wholesale or retail store located within the corporate limits of the City of Lansing.

"Full-time Equivalent Employees (FTE)" means a combination of full-time and part-time employees that represents all employees as a comparable number of full-time employees.

III. RECITALS:

A. APPLICANT/PROJECT INFORMATION

Name of Project: Redevelopment of 629 W. Hillsdale Street

Location of Project: See Exhibit A

Business Name of Applicant *(if applicable): DED Development, LLC*

Name of Parent Company *(if applicable):* N/A

List Managing Partner and all other Partners, including percentage ownership interest of each partner:

Derek Dalling	100 %
	%
	%
	%

Project description:

DED Development, LLC is planning to redevelop the existing building into a new office for Kindsvatter Dalling & Associates, Inc. ("KD&A"). KD&A is a multi-client lobbying and association management consulting firm. KD&A is looking to acquire a permanent headquarters for the firm and have identified the vacant former firehouse as a property that could meet the firm's needs. The facility would not only serve as a day-to-day work environment for our present staff of eleven but it would also meet the firm's clients' needs by providing space for meetings, receptions, and training. KD&A would like to be secured in the new office by mid to late 2017 with acquisition and building upgrades taking place in 2017.

List all past projects started in the city of Lansing by any of the partners listed above:

None

List City incentive(s) and number of years requested for each:

OPRA Certificate ________ 7 ________ Years

________ ________ Years

________ ________ Years

________ ________ Years

List all Federal, State or other incentives and their estimated value that may be part of this project:

None

____

Name of Financial Institution(s) funding the Project *(if unavailable upon execution of this Agreement, Applicant agrees to furnish commitment letter(s) from lending institution(s) to the LEDC when available):*

Capitol National Bank and MCDC SBA ________

____

Estimated number of new, permanent full-time equivalent employees (FTE) upon Project Completion *(if applicable):*

____2____ FTE

Estimated total investment in real and personal property, including acquisition and construction costs, upon Project Completion:

$ 775,000

Estimated average hourly wage or annual salary of new, permanent employees *(if applicable):*

$ 30 /hr

B. APPLICANT ACCEPTANCE OF NOTICE AND REPORTING REQUIREMENTS AND LOCAL PREFERENCES IN HIRING, PROCUREMENT OF GOODS AND SERVICES, CONTRACTING AND SUBCONTRACTING

(initial spaces below to indicate acceptance)

DD Applicant agrees to notify the LEDC and City Assessor of any and all partnership changes during the term of any incentives approved for the Project.

DD Applicant agrees, and may be required to provide written documentation at the request of the LEDC, to consider and hire as many Lansing residents and Lansing-based firms, including but not limited to consultants, suppliers, contractors and sub-contractors, as reasonably possible.

DD Applicant agrees, and may be required to provide written documentation at the request of the LEDC, to make good faith efforts to hire contractors and sub-contractors that employ union labor when economically feasible.

DD Applicant agrees that all employees, contractors and sub-contractors related to this Project will pay all City individual income tax.

DD Applicant agrees to report annually to the City Treasurer all gross individual income taxes paid and current residential addresses of all employees.

DD Applicant agrees to request that all contractors and sub-contractors report annually to the City Treasurer all gross individual income taxes paid and current residential addresses of all employees.

C. LEDC STAFF/ADMINISTRATION RECOMMENDATION

Name of Lead Staff Person: Eric Pratt

Revenue currently paid to the City by the site or project: $ 0

Estimated total revenue to the City upon Project Completion: $ 428

Estimated total value of City Incentive(s): (7 Years) $ 74,363

Estimated total new net revenue to the City: (7 Years) $ 2,994

Staff Comments *(indicate reasons for providing Incentive and describe any additional value to the City as a result of approval)*:

The Developer has a purchase agreement with the City of Lansing to acquire the former Fire Station No. 3 building and plans to invest over $570,000 to renovate the building for commercial office. This project will promote the adaptive reuse of a building built for a very specific use. Further, this project will promote the full utilization of the building and reduce blight.

Project Timeline: The project will commence with the approval of the OPRA Certificate by the City Council and be completed by December 31, 2018.

Have all appropriate City Incentive fees been received? **YES** NO

Staff Recommendation: **APPROVE** DENY MODIFY

(if DENY or MODIFY please explain in space provided below)

Administration Recommendation: **APPROVE** DENY MODIFY

(if DENY or MODIFY please explain in space provided below)

D. ADDITIONS:

1. Applicant, in seeking local legislative approval, has made certain representations to the City as more fully set forth herein.

2. The Applicant has applied for Incentive for the purpose of rehabilitating the vacant former Fire Station No. 3 building into a new office building for KD&A ("Project"). The Project is expected to generate an estimated 2 new or retain at least 9 full-time equivalent employees

(FTE) and requiring a total investment in real property of at least \$570,000 and personal property of approximately \$80,000 when completed.

3. The Applicant has supplied to the LEDC all application and supporting documentation, including a list of all partners of the Applicant with an ownership interest in the Project, which in turn has been forwarded to the City prior to the approval of the Incentive.

4. The Applicant has provided to the LEDC detailed information including wage and benefit information for the Project and new, permanent full-time equivalent employees (FTE) expected to be hired or retained as a result of the Project, which in turn has been forwarded to the City prior to approval of the Incentive.

5. The Applicant and the City desire to enter into an agreement whereby the Applicant and City specify and agree on the Project performance measures under which the Incentive is granted, and some of the conditions under which such Incentive can be modified or revoked by the City and/or State of Michigan. Nothing in this Agreement supersedes or diminishes any rights of the City or the State established by Federal, State, or Local law or regulations.

6. The Lansing City Treasurer has verified in writing the Applicant is not delinquent and/or late on any property taxes owed to the City for all properties in which the applicant owns a twenty-five percent (25%) or more interest.

7. The Lansing City Treasurer has verified in writing the Applicant, if an employer in the City, is in compliance with all required City wage withholding and income reporting requirements for all of their employees.

8. The Lansing City Treasurer has verified in writing the Applicant is not delinquent and/or late on any corporate or other business income taxes owed the City, if any.

9. The LEDC has verified that all application fees due have been paid in full by the Applicant.

IV. AGREEMENT:

NOW, THEREFORE, in consideration of the recitals and mutual covenants and agreements herein contained and pursuant to MCL Public Act 146 of 2000 (the "Act"), as amended, the Parties agree as follows:

A. Reliance on Recitals

The Parties acknowledge Applicant has made representations contained within its application, and the recitals and additions above, with the purpose and intent of City's reliance thereon, as well as for compliance with the Act, as amended, and the City relies upon these representations in its determination that the Incentive should be approved.

B. Project Area

The location of the Project is commonly known as 629 W. Hillsdale Street ("Project Area") and legally described as follows:

LOT 1 CAPITOL COMMONS URBAN RENEWAL PLAT NO 1

C. Project Timeframe.

The Applicant and City agree the City's approval of the Incentive is based upon completion of the Project within a specific time period ("Project Timeframe"). The Project Timeframe starts April 31, 2017 and ends December 31, 2018.

D. Project Completion

The Applicant and the City agree that for the Project to be considered complete, the Applicant must perform all of the following in the Project Area within the Project Timeframe ("Project Completion"):

1. Hire at least 2 new, permanent full-time equivalent employees (FTE) and/or retain at least 9 full-time equivalent employees (FTE).

2. Purchase and/or locate within the Project Area, personal property with a fair market value of approximately $80,000. This personal property may not be moved to the Project Area from another location within the City of Lansing.

3. Make approximately $570,000 of improvements to the real property. Improvements include only hard costs, and exclude architectural and engineering costs.

4. Obtain all necessary building permits and site plan approvals, including payment of all required fees, plus final inspections including a Certificate of Occupancy from the City of Lansing and all other appropriate authorities and agencies.

5. Upon Project Completion, the applicant will provide to the LEDC, upon request, any and all appropriate financial records that are referenced as part of this Agreement.

6. Project Completion must be performed by December 31, 2018.

E. Project Completion Progress Reports

The Applicant shall file an annual report with the LEDC on the Applicant's progress toward achieving Project Completion. Reports shall be submitted in compliance with all LEDC reporting requirements (on-line, not of a proprietary nature but based on information contained in this agreement). Applicant understands and agrees that the information submitted to the LEDC will be available for public viewing, unless prior approval is requested and granted for specific confidential business information that is not subject to disclosure under the Freedom of Information Act (Public Act 442 of 1976, being MCL 15.231 et. seq., as amended). Non-compliance with reporting requirements may result in the modification or revocation of the Incentive.

Lack of performance and compliance with this agreement, may be considered as relevant information in consideration of the approval of all future incentive applications to the LEDC or City by the Applicant or any person or entity with (25%) or more ownership in the Project.

F. Verification of Project Completion

No later than thirty (30) days after the end of the Project Timeframe, the Applicant shall provide in writing to the LEDC a Final Project Completion Report ("Final Report on-line") with proof of Project Completion. Acceptable forms of proof may include, as directed by LEDC, proof of employment, proof of paid invoices, executed and filed tax documentation, final financing documents and similar material which confirm original financial data, engineering and architectural "as-built" drawings, photographs, and other like evidence of completion of the Project in the Project Area. If at any time during the Project Timeframe the Applicant completes the Project as agreed upon in Section (4), the Applicant may submit the Final Project Completion Report to the LEDC on line.

G. Consideration of Applicant's Compliance with the Agreement.

Within 60 days of receiving the Final Report, or 90 days after the end of the Project Timeframe, the LEDC shall make a preliminary determination if the Applicant has achieved Project Completion. In the event the preliminary determination concludes the Project was completed per this Agreement, written notification of such finding shall be sent from the LEDC to the Applicant and the City of Lansing Finance Director. In the event the LEDC makes the determination the Applicant did not complete the project per this Agreement, the LEDC will forward in writing its findings and a recommended course of action to the Applicant and the City of Lansing Finance Director. Prior to any action that might lead to the modification or revocation of all or part of the Incentive, the City shall offer the Applicant the reasonable opportunity to appear before the Council and be heard. In the event of the revocation of all or part of the Applicant's Incentive, the City may consider the breach of contract when contemplating the approval of all future Incentive applications to the City by the Applicant or any partners listed as required in the Recitals.

H. Failure of Applicant to Pay Tax Applicable to Personal Property

If any property tax applicable to the personal property that makes up the project is not paid within the time permitted by law for payment without penalty during the life of the Incentive being granted by this Agreement, the City may seize and sell the personal property to pay the tax, expenses of sale, and interest on the tax, or may commence civil litigation to recover the amount of tax an interest thereon, in accordance with Michigan law.

I. Failure of Applicant to Pay Tax Applicable to Real Property

If any property tax applicable to the real property that makes up the project is not paid within the time permitted by law for payment without penalty during the life of the Incentive being granted by this Agreement, the City may place a lien on the real property. The City may enforce the lien in the same manner as provided by law for the foreclosure in the circuit courts of mortgage liens upon real property, in accordance with Michigan law.

J. City's Rights under Act

Nothing in this Agreement shall supersede the City's ability to request the State Tax Commission to revoke the Incentive as otherwise provided, or as may hereafter be provided, under the Act, as amended. Nothing in this Agreement supersedes or diminishes any rights of the City or the State established by Federal, State, or Local law or regulations.

K. Ambiguity

If this Agreement or any of its terms and conditions is determined to be ambiguous, this Agreement and all its terms and conditions shall be considered as if drafted by both parties.

L. Rights and Remedies Cumulative

The Parties shall have all the rights and remedies available at law, in equity or in this Agreement to enforce the rights and obligations under this Agreement. All remedies shall be cumulative and none will be exclusive of any other. The exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or any obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

M. Right In Third Parties

This Agreement is not intended nor shall it create any rights, expectations or benefit to any third parties, including any creditor of the parties.

N. Severability

The invalidity of any portion of this Agreement shall not affect the validity of the remainder thereof.

O. Subsequent Waivers

One or more waivers of any provision, covenant, or condition of this Agreement shall not be construed as a waiver of a subsequent breach of the same provision, covenant, or condition, or as a waiver of a subsequent breach of other provisions, covenants, or conditions. The consent or approval to or for any act shall not be deemed to render unnecessary the consent or approval to or for any subsequent similar act.

P. Termination

This Agreement terminates upon the end of the life of the incentive.

Q. Authority.

The Applicant's execution, delivery and performance of this Agreement have been duly authorized. The Applicant's representative executing this Agreement does so with requisite authority to fully and completely bind the Applicant.

IN WITNESS WHEREOF, the undersigned Parties hereto execute this Agreement as of the day and year first above written.

WITNESSES:

DED DEVELOPMENT, LLC

By:______________________
Derek Dalling

Its: Manager

CITY OF LANSING:

By:______________________
Virg Bernero

Its: Mayor

LANSING ECONOMIC DEVELOPMENT CORPORATION:

By:______________________
Karl R. Dorshimer

Its: Authorized Representative

Approved as to form:

____
James Smiertka
City Attorney

I hereby certify that funds are available in Account No.:______________

____
City Controller

EXHIBIT A

Warner Norcross & Judd LLP
ATTORNEYS AT LAW

JARED T. BELKA
ATTORNEY
616.752.2447
FAX 616.222.2447

jbelka@wnj.com

February 13, 2017

Mr. Chris Swope
Lansing City Clerk
City Hall
124 West Michigan Ave.
Lansing, Michigan 48933

Re: **Act 146 Request for Establishment of Obsolete Property Rehabilitation District (OPRA) – DED Development, LLC**

Dear Mr. Swope:

I am writing on behalf of my client, DED Development, LLC, a Michigan limited liability company, to request that an Act 146 Obsolete Property Rehabilitation District be established for the property located at 629 W. Hillsdale Street, Lansing, MI. Attached to this letter of request is a site map of the requested district boundary of the subject property.

Thank you for your time and consideration of this request. If I can provide any additional information or be of assistance, please do not hesitate to contact me directly at (616) 752-2447.

Very truly yours,

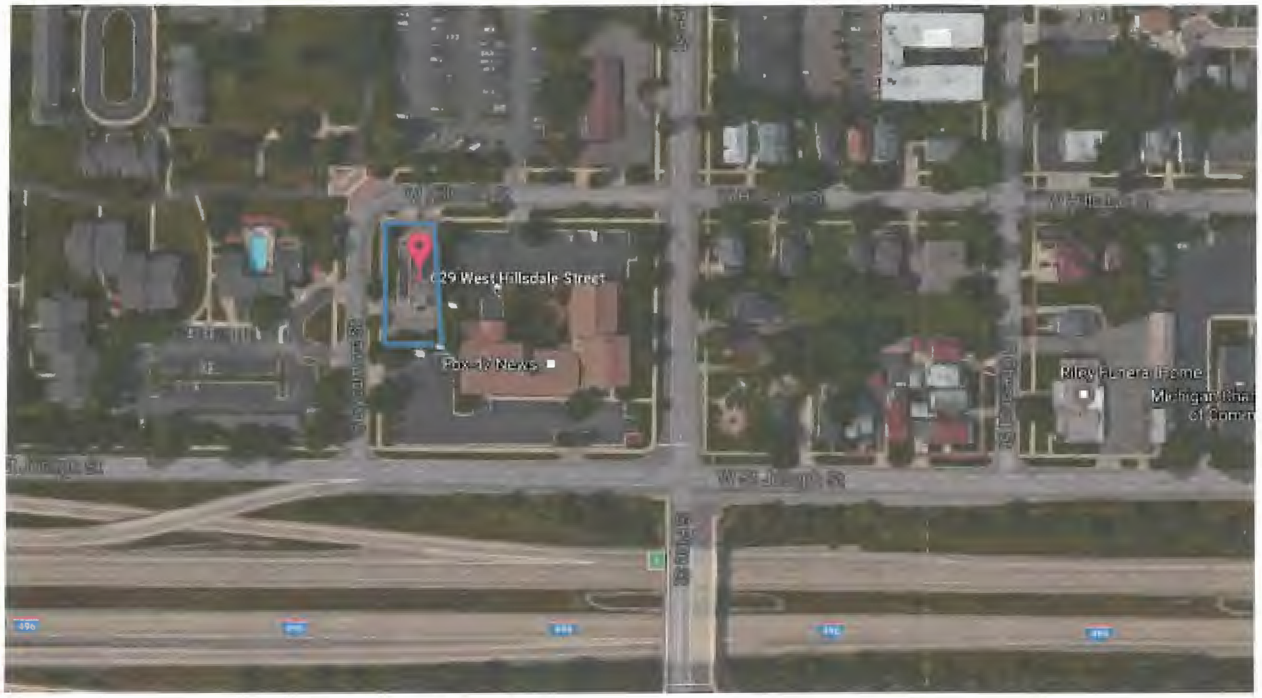
Jared T. Belka

JTB/ckm

Enclosure
c: Derek Dalling via email

15282267

Site Map of the Requested District Boundary



February 6, 2017

Mr. Chris Swope
Lansing City Clerk
City Hall
124 West Michigan Ave.
Lansing, MI 48933

Re: Obsolete Property Rehabilitation Act District Application For 629 W. Hillsdale Street, Lansing, MI

General Project Description

DED Development, LLC ("DED") is developing this space as the new office for Kindsvatter Dalling & Associates, Inc. ("KD&A"). KD&A is a multi-client lobbying and association management consulting firm. KD&A is looking to acquire a permanent headquarters for the firm and identified the vacant former firehouse as a property that could meet the firm's needs. The property would not only serve as a the day-to-day work environment for the present staff of eleven but it would also meet the firm's clients' needs by providing space for meetings, receptions, and training. KD&A remains hopeful to be in the new office by late 2017 with acquisition and building upgrades commencing in early 2017.

District Establishment Purpose

In an effort to maximize the utility value of the functionally obsolete fire station, DED Development, LLC is planning to incur considerable costs to rehabilitate the proposed property into office space. The multi-year tax deferment benefit offered thru the establishment of the OPRA District will allow the developer to complete this successful project in a timely manner, stabilize following construction, and ultimately benefit the taxing jurisdictions in the long run. Without the exemption benefit, the project would not be feasible and would not take place.

Community Benefits

DED plans to invest approximately $570k into the rehabilitation of this project and create an estimated 2 new FTE jobs over the next 3 years. Environmental remediation includes abatement of lead, asbestos, and mold, which is currently present in the building. The rehabilitation of the functionally obsolete building will generate long term property taxes from a building which is not currently on tax rolls as well as income taxes from the jobs. Rehabilitation will include a new roof, new garage doors, new windows, brick repair, furnace, AC, and duct work, as well as other rehabilitation needed to convert the building from a fire station into an office setting. Site improvements will also be made for the repair of the existing surface parking lot.

Basis of Eligibility

Please see attached Statement of Obsolescence.

Project Costs and Phasing

Please see attached list of Project Costs and Phasing.

Property Taxable Value and Legal Description

The property is 629 W. Hillsdale Street, Parcel #: 33-01-01-16-360-002. *Specifics on this property are as follows:*

Owner's Name: DED Development, LLC (Pending)
Sq Feet of Building: Approximately 6,500
Tax ID Number: 33-01-01-16-360-002
Tax Value Land: $0(2016)
Tax Value Building: $0 (2016)
SEV Value Total: $0 (2016)
Legal Description: Lot 1, Capital Commons Urban Renewal Plan No.1, part of The Southwest ¼ of Section 16, T4N, R2W, City of Lansing, Ingham County, MI.

Thank you in advance for your assistance and consideration in this matter.

Sincerely,

Jared T. Belka
Attorney
Warner Norcross & Judd LLP

Virg Bernero, Mayor

CITY ASSESSORS OFFICE
Sharon L Frischman, MMAO, Assessor
3rd Floor City Hall
124 West Michigan Avenue
Lansing, Michigan 48933
(517) 483-4020
FAX: (517) 483-4101
www.lansingmi.gov/pubserv

Address: 629 W Hillsdale St.

Parcel No.: 33-01-01-16-360-002

RE: Statement of Obsolescence

This property has been reviewed and inspected by the City of Lansing Assessing Department. The building at this location is a two story brick building that was built specifically as a municipal fire station.

The design of this special use property is obsolete for any other purpose. The building is 6500 square feet with a basement. The large garage area, sleeping quarters, kitchen and eating facilities with office area would have to be redesigned for any other commercial use. Single family residential use is unlikely due to the location and large size of the building. It is my opinion that this property suffers more than 50% functional obsolescence due primarily to the design of the building .

Sharon L Frischman, MMAO (4), MCPPE, MCGA

Date: 1/10/2017

BY THE DEVELOPMENT AND PLANNING COMMITTEE
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
At 629 West Hillsdale Street

WHEREAS, DED Development, LLC, owner of the property located at 629 West Hillsdale Street 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:

LOT 1 CAPITOL COMMONS URBAN RENEWAL PLAT NO 1, Ingham County, Michigan -- Parcel Number: 33-01-01-16-360-002, 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 City Council Chambers of the City of Lansing, 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.

City of Lansing
Notice of Public Hearing

The Lansing City Council will hold a public hearing on **(INSERT DATE)** at 7:00 p.m. in the City Council Chambers, 10th Floor, Lansing City Hall, Lansing, MI, for the purpose stated below:

To afford an opportunity for all residents, taxpayers of the City of Lansing, other interested persons and ad valorem taxing units to appear and be heard on the establishment of an Obsolete Property Rehabilitation District (the "District"), pursuant to and in accordance with the provisions of the Obsolete Property Rehabilitation Act, Public Act 146 of 2000, for the property located at 629 West Hillsdale Street, Lansing, Michigan, legally described as follows:

LOT 1 CAPITOL COMMONS URBAN RENEWAL PLAT NO 1, Ingham County, Michigan -- Parcel Number: 33-01-01-16-360-002

Creation of this District will enable the owner or potentially the developer of property within the District to apply for an Obsolete Property Rehabilitation Exemption Certificate which would result in the abatement of certain property taxes. Further information regarding this issue may be obtained from Karl Dorshimer, Lansing Economic Area Partnership (LEAP), 1000 S. Washington Ave., Suite 201, Lansing, MI 48910, 517-702-3387.

Chris Swope

City Clerk

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 Establishment of an Obsolete Property Rehabilitation Act District
At 629 West Hillsdale Street

WHEREAS, DED Development, LLC, the owner of the property located at 629 West Hillsdale Street in the City of Lansing, Michigan (the "Property") has requested in writing that the City of Lansing establish an Obsolete Property Rehabilitation District (the "District") as enabled by Public Act 146 of 2000, the "Obsolete Property Rehabilitation Act" (the "Act"), and

WHEREAS, DED Development, LLC has purchased the property and will be the legal owner of greater than fifty percent (50%) of all taxable value of the property located within the proposed District, and

WHEREAS, the property in question and the proposed boundary of the District is legally described as:

LOT 1 CAPITOL COMMONS URBAN RENEWAL PLAT NO 1, Ingham County, Michigan -- Parcel Number: 33-01-01-16-360-002

WHEREAS, the Act requires that before establishing the District the Lansing City Council shall give written notice by certified mail to the owners of all real property within the proposed District and shall hold a public hearing in order to provide an opportunity for owners, residents or other taxpayers of the City of Lansing to appear and be heard regarding the establishment of the District.

NOW THEREFORE BE IT RESOLVED that a public hearing be held in the City Council Chambers of the City of Lansing, 10th Floor, Lansing City Hall, Lansing, Michigan, on Monday, **(INSERT DATE)** at 7:00 p.m. for the purpose of receiving public comment on the establishment of an Obsolete Property Rehabilitation District 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 and that the Clerk also cause the owner of property within the proposed district to receive written notice of the public hearing to be delivered by certified mail.

December 14th, 2016

Lansing City Clerk
City Hall
124 West Michigan Ave.
Lansing, MI 48933

Re: Obsolete Property Rehabilitation Act District Application
1101 and 1103 S Washington Avenue, Lansing, MI 48910

General Project Description

The undersigned applicant, with the written permission of the owner of the above property, hereby requests the establishment of an OPRA District covering those properties. The property has been inspected by the City of Lansing assessor who determined that it suffers from obsolescence. The applicant intends to rehabilitate the building at 1101 South Washington Street into a mixed use commercial building. The first floor will be the future home of Sleepwalker Spirits and Ale, a local craft beer brewery and restaurant previously located in the Allen Market Place kitchen incubator. The second floor (previously a dentist's office) will remain office space but will undergo significant cosmetic renovation.

Similarity, the building at 1103 South Washington Street will be rehabilitated into a mixed use commercial building. The first floor will be the future home of Wheel House pottery studio, an instructional art studio run by local artist and teacher Daniel Nunez. After significant structural and cosmetic renovation, the second floor will become two market-rate apartments.

District Establishment Purpose

In an effort to maximize the utility value of the functionally obsolete building, the applicant is committed to doing complete rehabilitation of the building. In that context, and as more fully detailed below, the developer will incur considerable renovation costs. The establishment of the OPRA District, with its multi-year property tax deferment benefit is vital to making the economics of this project work.

Community Benefits

Redevelopment of the property would provide numerous benefits to the City. While the specific facility would undergo considerable renovation, the entire area would benefit from the transformation of a vacant building into a thriving and alive property.

Basis of Eligibility

The property must be an "Obsolete property" which means commercial property or commercial housing property that is 1 or more of the following:

(i) A "Facility" as that term is defined under section 20101 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20101. This can be determined by an environmental firm.

(ii) Functionally Obsolete. If the project is on property that is functionally obsolete, the applicant shall include, with the application, an affidavit signed by a level 3 or level 4 assessor, that states that it is the assessor's expert opinion that the property is functionally obsolete and the underlying basis for that opinion.

Project Costs and Phasing

The OPRA tax abatement is a significant component of this project. The petitioner has estimated the renovation costs at approximately $270,000. Renovations are scheduled to be completed by September 1st, 2017. The renovation estimate includes:

Demolition: $13,000
HVAC: $55,000
Roof: $30,000
Electrical: $25,000
Plumbing: $25,000
Architectural Fees: $30,000
General Contractor: $45,000
Access and Egress (1103 to Basement): $15,000
Doors & Windows: $7,000
Cosmetic Improvements: $25,000

Property Taxable Value and Legal Description

The property is 1101 and 1103 S Washington Avenue, Lansing, MI 48910, Parcel #33-01-01-21-257-002. Specifics on this property are as follows:

Owner's Name: Best Case ScenaREO, LLC

Sq Feet of Building: Approximately 3,300
Tax ID Number:
Tax Value Land: $12,800 (2016)
Tax Value Building: $79,200 (2016)
SEV Value Total: $92,000 (2016)
Legal Description: See Attached

Thank you in advance for your assistance and consideration in this matter.

Sincerely,

Ryan Wert
Best Case ScenaREO, LLC
222 E Elm St
Lansing, MI 48910
ryan@lansingrecording.com

OFFICE OF MAYOR VIRG BERNERO
124 W. MICHIGAN AVENUE – NINTH FLOOR
LANSING, MI 48933

AGREEMENT IN CONSIDERATION OF DEVELOPMENT INCENTIVES

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The City of Lansing welcomes new investment and the creation of new jobs. To achieve these goals, the City offers a variety of economic incentives that are designed to facilitate the expansion of existing businesses and the location of new businesses within the City, as well as the rehabilitation of obsolete structures and the reuse of environmentally contaminated sites.

Economic incentives typically do not provide City funds to developers or businesses, but rather encourage new investment and job creation in the City that would not have occurred without the incentive. The purpose of this Agreement is to establish performance expectations, reporting requirements, and preferences for Lansing-based firms, resident employees and union employees in hiring, contracting, subcontracting and procurement related to the acceptance of economic incentives by the Applicant.

Economic incentives are beneficial to both the City and the Applicant. The approval of incentives must be a transparent and public process that produces a clear agreement between the Parties regarding the responsibilities of both the City and the Applicant. This public process does not end with the approval of the incentive, but continues until the commitments made by the Applicant under this Agreement are met.

II. DEFINITIONS

As used in this Agreement, the definitions herein shall be the mutually understood meaning of the following terms:

"Incentive" means a reduction in City taxes levied on real or personal property, or other financial benefit to Applicant, for a limited number of years as specified in this Agreement, and which may include, but is not limited to, those tax reductions or other financial benefits authorized by the Obsolete Property Rehabilitation Act (Public Act 146 of 2000, as amended), Neighborhood Enterprise Zone Act (Public Act 147 of 1992, as amended), Brownfield Redevelopment Financing Act (Public Act 381 of 1996, as amended), Plant Rehabilitation and Industrial Development Districts (Public Act 198 of 1974, as amended) and the New Personal Property Tax Exemption authorized by Public Act 328 of 1998.

"Lansing-based firm" means an incorporated business entity that owns or leases an office, warehouse, distribution center, or wholesale or retail store located within the corporate limits of the City of Lansing.

"Full-time Equivalent Employees (FTE)" means a combination of full-time and part-time employees that represents all employees as a comparable number of full-time employees.

III. RECITALS:

A. APPLICANT/PROJECT INFORMATION

Name of Project: 1101 & 1103 South Washington Project

Location of Project (provide attached map):

Business Name of Applicant *(if applicable):* Best Case ScenaREO, LLC

____

Name of Parent Company *(if applicable):* ______________________

List Managing Partner and all other Partners, including percentage ownership interest of each partner:

Ryan Wert	11 %
Megan Wert	11 %
Andrej Walilko	11 %
Hillary Walilko	11 %
Daniel Nunez	56 %

Project description:

This project will entail the renovation of the two (2) commercial buildings located at 1101 and 1103 S. Washington Avenue. The building at 1101 S. Washington will be converted into a mixed-use development with a local craft beer brewery and restaurant on the first floor; and commercial office on the second floor. Similarly, the building at 1103 S. Washington Avenue will be converted into a mixed-use development with a local arts studio on the first floor and market-rate housing on the second floor. Upon creation of the OPRA District, the two building will be separated and given new legal descriptions. However, before the two buildings can be legally separated, a new fire-rated building wall we have to be built.

List all past projects started in the city of Lansing by any of the partners listed above:

Super Fancy Enterprises	100 %
Elm Street Recording	100 %
	%

List City incentive(s) and number of years requested for each:

Obsolete Property Rehabilitation Act (OPRA) Tax Abatement	10 Years
	Years
	Years
	Years

List all Federal, State or other incentives and their estimated value that may be part of this project:

Name of Financial Institution(s) funding the Project *(if unavailable upon execution of this Agreement, Applicant agrees to furnish commitment letter(s) from lending institution(s) to the LEDC when available):*

Estimated number of new, permanent full-time equivalent employees (FTE) upon Project Completion *(if applicable)*:

9 FTE

Estimated total investment in real and personal property, including acquisition and construction costs, upon Project Completion:

$ 507,755

Estimated average hourly wage or annual salary of new, permanent employees *(if applicable)*:

$ 10.00 - $11.68 per hr.

B. APPLICANT ACCEPTANCE OF NOTICE AND REPORTING REQUIREMENTS AND LOCAL PREFERENCES IN HIRING, PROCUREMENT OF GOODS AND SERVICES, CONTRACTING AND SUBCONTRACTING

(initial spaces below to indicate acceptance) (on the final executed copy submitted with OPRA application materials the client needs to be willing to initial each of these)

RW Applicant agrees to notify the LEDC and City Assessor of any and all partnership changes during the term of any incentives approved for the Project.

RW Applicant agrees, and may be required to provide written documentation at the request of the LEDC, to consider and hire as many Lansing residents and Lansing-based firms, including but not limited to consultants, suppliers, contractors and sub-contractors, as reasonably possible.

RW Applicant agrees, and may be required to provide written documentation at the request of the LEDC, to make good faith efforts to hire contractors and sub-contractors that employ union labor when economically feasible.

RW Applicant agrees that all employees, contractors and sub-contractors related to this Project will pay all City individual income tax.

RW Applicant agrees to report annually to the City Treasurer all gross individual income taxes paid and current residential addresses of all employees.

RW Applicant agrees that all contractors and sub-contractors will report annually to the City Treasurer all gross individual income taxes paid and current residential addresses of all employees.

C. LEDC STAFF/ADMINISTRATION RECOMMENDATION

Name of Lead Staff Person: Eric Pratt

Revenue currently paid to the City by the site or project: (10 Years)	$	12,519
Estimated total revenue to the City upon Project Completion: (10 Years)	$	23,938
Estimated total value of City Incentive(s): (10 Years)	$	25,056
Estimated total new net revenue to the City: (10 Years)	$	11,418

Staff Comments *(indicate reasons for providing Incentive and describe any additional value to the City as a result of approval)*:

The Developer is proposing to renovate two (2) functionally obsolete buildings and invest $500,000 to convert them into two (2) mixed used development with hospitality and arts studio on the ground-floors; with office and market-rate housing on the upper-floors.

Project Timeline: The project is anticipated to begin in April 31, 2017 and be completed by December 30, 2018.

Have all appropriate City Incentive fees been received? YES NO

Staff Recommendation: APPROVE DENY MODIFY

(if DENY or MODIFY please explain in space provided below)

Administration Recommendation: APPROVE DENY MODIFY

(if DENY or MODIFY please explain in space provided below)

D. ADDITIONS:

1. Applicant, in seeking local legislative approval, has made certain representations to the City as more fully set forth herein.

2. The Applicant has applied for Brownfield Tax Increment Financing (TIF) for the purpose of rehabilitation of the existing building and site structural features including asbestos surveys and abatement, extensive interior demolition, Baseline Environmental Assessment activities, due care and additional response activities, site preparation activities and public infrastructure improvements ("Project"). The Project is expected to hire at least 9 or retain at least 0 new full-time equivalent employees (FTE) and requiring a total investment in real property of at least $348,500.00 and personal property of $112,000.00, when completed.

3. The Applicant has supplied to the LEDC all application and supporting documentation, including a list of all partners of the Applicant with an ownership interest in the Project, which in turn has been forwarded to the City prior to the approval of the Incentive.

4. The Applicant has provided to the LEDC detailed information including wage and benefit information for the Project and new, permanent full-time equivalent employees (FTE) expected to be hired or retained as a result of the Project, which in turn has been forwarded to the City prior to approval of the Incentive.

5. The Applicant and the City desire to enter into an agreement whereby the Applicant and City specify and agree on the Project performance measures under which the Incentive is granted, and some of the conditions under which such Incentive can be modified or revoked by the City and/or State of Michigan. Nothing in this Agreement supersedes or diminishes any rights of the City or the State established by Federal, State, or Local law or regulations.

6. The Lansing City Treasurer has verified in writing the Applicant is not delinquent and/or late on any property taxes owed to the City for all properties in which the applicant owns a twenty-five percent (25%) or more interest.

7. The Lansing City Treasurer has verified in writing the Applicant, if an employer in the City, is in compliance with all required City wage withholding and income reporting requirements for all of their employees.

8. The Lansing City Treasurer has verified in writing the Applicant is not delinquent and/or late on any corporate or other business income taxes owed the City, if any.

9. The LEDC has verified that all application fees due have been paid in full by the Applicant.

IV. AGREEMENT:

NOW, THEREFORE, in consideration of the recitals and mutual covenants and agreements herein contained and pursuant to MCL Public Act 146 of 2000, as amended (the "Act"), as amended, the Parties agree as follows:

A. Reliance on Recitals

The Parties acknowledge Applicant has made representations contained within its application, and the recitals and additions above, with the purpose and intent of City's reliance thereon, as well as for compliance with the Act, as amended, and the City relies upon these representations in its determination that the Incentive should be approved.

B. Project Area

The location of the Project is commonly known as 1101 & 1103 South Washington Project ("Project Area") and legally described as follows:

W 80 FT LOT 40 SPARROWS SUB OF BLOCK 200

C. Project Timeframe.

The Applicant and City agree the City's approval of the Incentive is based upon completion of the Project within a specific time period ("Project Timeframe"). The Project Timeframe starts April 31, 2017 and ends December 30, 2018.

D. Project Completion

The Applicant and the City agree that for the Project to be considered complete, the Applicant must perform all of the following in the Project Area within the Project Timeframe ("Project Completion"):

1. Hire at least 9 new, permanent full-time equivalent employees (FTE) and/or retain at least 0 full-time equivalent employees (FTE).

2. Purchase and/or locate within the Project Area, personal property with a fair market value of at least $ 112,000. This personal property may not be moved to the Project Area from another location within the City of Lansing.

3. Make at least $ 348,500 of improvements to the real property (including infrastructure). Improvements include only hard costs, and exclude architectural and, engineering costs.

4. Obtain all necessary building permits and site plan approvals, including payment of all required fees, plus final inspections including a Certificate of Occupancy from the City of Lansing and all other appropriate authorities and agencies.

5. Upon Project Completion, the applicant will provide to the LEDC, upon request, any and all appropriate financial records that are referenced as part of this Agreement.

6. Project Completion must be performed by December 30, 2018.

E. Project Completion Progress Reports

The Applicant shall file an annual report with the LEDC on the Applicant's progress toward achieving Project Completion. Reports shall be submitted in compliance with all LEDC reporting requirements. Applicant understands and agrees that the information submitted to the LEDC will be available for public viewing, unless prior approval is requested and granted for specific confidential business information that is not subject to disclosure under the Freedom of Information Act (Public Act 442 of 1976, being MCL 15.231 et. seq., as amended). Non-compliance with reporting requirements may result in the modification or revocation of the Incentive.

Lack of performance and compliance with this agreement, may be considered as relevant information in consideration of the approval of all future incentive applications to the LEDC or City by the Applicant or any person or entity with (25%) or more ownership in the Project.

F. Verification of Project Completion

No later than thirty (30) days after the end of the Project Timeframe, the Applicant shall provide in writing to the LEDC a Final Project Completion Report ("Final Report") with proof of Project Completion. Acceptable forms of proof may include, as directed by LEDC, proof of employment, proof of paid invoices, executed and filed tax documentation, final financing documents and similar material which confirm original financial data, engineering and architectural "as-built" drawings, photographs, and other like evidence of completion of the Project in the Project Area. If at any time during the Project Timeframe the Applicant completes the Project as agreed upon in Section (4), the Applicant may submit the Final Project Completion Report to the LEDC.

G. Consideration of Applicant's Compliance with the Agreement.

Within 60 days of receiving the Final Report, or 90 days after the end of the Project Timeframe, the LEDC shall make a preliminary determination if the Applicant has achieved Project Completion. In the event the preliminary determination concludes the Project was completed per this Agreement, written notification of such finding shall be sent from the LEDC to the Applicant and the City of Lansing Finance Director. In the event the LEDC makes the determination the Applicant did not complete the project per this Agreement, the LEDC will forward in writing its findings and a recommended course of action to the Applicant and the City of Lansing Finance Director. Prior to any action that might lead to the modification or revocation of all or part of the Incentive, the City shall offer the Applicant the reasonable opportunity to appear before the Council and be heard. In the event of the revocation of all or part of the Applicant's Incentive, the City may consider the breach of contract when contemplating the approval of all future Incentive applications to the City by the Applicant or any partners listed as required in the Recitals.

H. Failure of Applicant to Pay Tax Applicable to Personal Property

If any property tax applicable to the personal property that makes up the project is not paid within the time permitted by law for payment without penalty during the life of the Incentive being granted by this Agreement, the City may seize and sell the personal property to pay the tax, expenses of sale, and interest on the tax, or may commence civil litigation to recover the amount of tax an interest thereon, in accordance with Michigan law.

I. Failure of Applicant to Pay Tax Applicable to Real Property

If any property tax applicable to the real property that makes up the project is not paid within the time permitted by law for payment without penalty during the life of the Incentive being granted by this Agreement, the City may place a lien on the real property. The City may enforce the lien in the same manner as provided by law for the foreclosure in the circuit courts of mortgage liens upon real property, in accordance with Michigan law.

J. City's Rights under Act

Nothing in this Agreement shall supersede the City's ability to request the State Tax Commission to revoke the Incentive as otherwise provided, or as may hereafter be provided, under the Act, as amended. Nothing in this Agreement supersedes or diminishes any rights of the City or the State established by Federal, State, or Local law or regulations.

K. Ambiguity

If this Agreement or any of its terms and conditions are determined to be ambiguous, this Agreement and all its terms and conditions shall be considered as if drafted by both parties.

L. Rights and Remedies Cumulative

The Parties shall have all the rights and remedies available at law, in equity or in this Agreement to enforce the rights and obligations under this Agreement. All remedies shall be cumulative and none will be exclusive of any other. The exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or any obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

M. Right In Third Parties

This Agreement is not intended nor shall it create any rights, expectations or benefit to any third parties, including any creditor of the parties.

N. Severability

The invalidity of any portion of this Agreement shall not affect the validity of the remainder thereof.

O. Subsequent Waivers

One or more waivers of any provision, covenant, or condition of this Agreement shall not be construed as a waiver of a subsequent breach of the same provision, covenant, or condition, or as a waiver of a subsequent breach of other provisions, covenants, or conditions. The consent or approval to or for any act shall not be deemed to render unnecessary the consent or approval to or for any subsequent similar act.

P. Termination

This Agreement terminates upon the end of the life of the incentive.

Q. Authority.

The Applicant's execution, delivery and performance of this Agreement have been duly authorized. The Applicant's representative executing this Agreement does so with requisite authority to fully and completely bind the Applicant.

IN WITNESS WHEREOF, the undersigned Parties hereto execute this Agreement as of the day and year first above written.

WITNESSES:

____

Alexa Springsteen

BEST CASE SCENAREO LLC:

By: ______________________________
Ryan Wert

Its: Manager

____

____

CITY OF LANSING:

By: ______________________________
Virg Bernero

Its: Mayor

____

____

LANSING ECONOMIC DEVELOPMENT CORPORATION:

By: ______________________________
Karl R. Dorshimer

Its: Authorized Representative

Approved as to form:

____
James Smiertka
City Attorney

I hereby certify that funds are available in Account No.: ____________________

____
City Controller

Virg Bernero, Mayor

CITY ASSESSORS OFFICE
Sharon L Frischman, Assessor
3rd Floor City Hall
124 West Michigan Avenue
Lansing, Michigan 48933
(517) 483-4020
FAX: (517) 483-4101
www.lansingmi.gov/pubserv

Address: 1101 and 1103 S Washington Ave.

Parcel No.: 33-01-01-21-257-002

RE: Statement of Obsolescence

This property has been reviewed and inspected by the City of Lansing Assessing Department. The building at this location is a two story building that was originally built as two separate buildings. There is an opening on the first floor only.

The heating and electrical systems are out of date and need modernization. An old fuel oil tank is in the basement and may be difficult to remove.

There are some single pane windows that have been painted and concealed under paneling or drywall.

The second level of 1101 is a former dentist office with very small office areas and a waiting room area. The air /gas/electrical lines for the dentistry equipment are still there under the floor. There is no elevator to access the second floor. The bathrooms are not handicap assessable.

The roof of 1103 has a large leak. Part of the celling is improvised plastic which is filled with debris from the leak. The second level was formally used as a living area, which is not habitable at this time.

I have determined that this (these) buildings suffer from more than 50% functional obsolescence both together and separately.

Sharon L Frischman, MMAO (4), MCPPE, MCGA

Date: 1/30/17

ECONOMIC DEVELOPMENT CORPORATION
LANSING CITY TREASURER APPROVAL FORM
BUSINESS

Business Name: Best Case ScenaREO, LLC
Business Contact Person: Mr. Ryan Wert
Phone Number: 517-487-1910

Project Location: 1101 S. Washington Street

Type of EDC Service: OPRA Application

EDC Contact Person Name: Eric Pratt

Email: epratt@purelansing.com Phone Number: 517-643-1564

Due Date: As soon as possible

Approval:

Cheryl Fox 2/22/17
City Treasurer
Deputy Treasurer

ECONOMIC DEVELOPMENT CORPORATION
LANSING CITY TREASURER APPROVAL FORM
BUSINESS

Business Name: Super Fancy Too, LLC
Business Contact Person: Mr. Ryan Wert
Phone Number: 517-487-1910

Project Location: 1101 S. Washington Street

Type of EDC Service: OPRA Application

EDC Contact Person Name: Eric Pratt

Email: epratt@purelansing.com Phone Number: 517-643-1564

Due Date: As soon as possible

Approval:

Cheryl Fox 2/22/17

City Treasurer Deputy Treasurer

ECONOMIC DEVELOPMENT CORPORATION
LANSING CITY TREASURER APPROVAL FORM
BUSINESS

Business Name: REO Life, LLC
Business Contact Person: Mr. Daniel Nunez
Phone Number: 517-712-9013

Project Location: 1103 S. Washington Ave.

Type of EDC Service: OPRA Application

EDC Contact Person Name: Mr. Eric Pratt

Email: eric@purelansing.com Phone Number: 517-243-3512

Due Date: As soon as possible

Approval:

Cheryl Fox 2/22/17

City Treasurer Deputy Treasurer

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

Resolution to Establish an Obsolete Property Rehabilitation Act District
1101 and 1103 South Washington Street

WHEREAS, the owner of property located at 1101 and 1103 South Washington Street in the City of Lansing, Michigan (the "Property") has requested in writing that the City of Lansing establish an Obsolete Property Rehabilitation District (the "District") as enabled by Public Act 146 of 2000, the Obsolete Property Rehabilitation Act (the "Act"), and

WHEREAS, Best Case SenaREO, LLC, hereinafter called the "Developer", has executed a Purchase Agreement to acquire the property, and

WHEREAS, the Developer is the legal owner of greater than fifty percent (50%) of all taxable value of the property located within the proposed District, and

WHEREAS, the Developer has, in writing, requested the District for the Property and for the City of Lansing to take all necessary steps and actions to establish the District on their behalf, and

WHEREAS, the property in question and the proposed boundary of the District is legally described as:

W 80 FT LOT 40 SPARROWS SUB OF BLOCK 200, Ingham County, Michigan -- Parcel Number: 33-01-01-21-257-002

WHEREAS, the Act requires that before establishing the District the Lansing City Council shall give written notice by certified mail to the owners of all real property within the proposed District and shall hold a public hearing in order to provide an opportunity for owners, residents or other taxpayers of the City of Lansing to appear and be heard regarding the establishment of the District and that such notice was given and said public hearing was held on **(INSERT DATE)**;

NOW THEREFORE BE IT RESOLVED that the following property are hereby approved and established as an Obsolete Property Rehabilitation District as provided by Public Act 146 of 2000 legally described as:

W 80 FT LOT 40 SPARROWS SUB OF BLOCK 200, Ingham County, Michigan -- Parcel Number: 33-01-01-21-257-002, and

BE IT FINALLY RESOLVED that this resolution shall not be construed as the City Council's approval of any future application for an Obsolete Properties Rehabilitation Exemption Certificate for the Developer or any other applicant.

City of Lansing
Notice of Public Hearing

The Lansing City Council will hold a public hearing on **(INSERT DATE)** at 7:00 p.m. in the City Council Chambers, 10th Floor, Lansing City Hall, Lansing, MI, for the purpose stated below:

To afford an opportunity for all residents, taxpayers of the City of Lansing, other interested persons and ad valorem taxing units to appear and be heard on the establishment of an Obsolete Property Rehabilitation District (the "District"), pursuant to and in accordance with the provisions of the Obsolete Property Rehabilitation Act, Public Act 146 of 2000, for the property located at 1101 & 1103 South Washington Street, Lansing, Michigan, legally described as follows:

W 80 FT LOT 40 SPARROWS SUB OF BLOCK 200

Creation of this District will enable the owner or potentially the developer of property within the District to apply for an Obsolete Property Rehabilitation Exemption Certificate which would result in the abatement of certain property taxes. Further information regarding this issue may be obtained from Karl Dorshimer, Lansing Economic Area Partnership (LEAP), 1000 S. Washington Ave., Suite 201, Lansing, MI 48910, 517-702-3387.

Chris Swope

City Clerk

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 Establishment of an Obsolete Property Rehabilitation Act District
1101 and 1103 South Washington Street

WHEREAS, Best Case ScenaREO, LLC, the owner of the property located at 1101 and 1103 South Washington Street in the City of Lansing, Michigan (the "Property") has requested in writing that the City of Lansing establish an Obsolete Property Rehabilitation District (the "District") as enabled by Public Act 146 of 2000, the "Obsolete Property Rehabilitation Act" (the "Act"), and

WHEREAS, Best Case ScenaREO, LLC has purchased the property and will be the legal owner of greater than fifty percent (50%) of all taxable value of the property located within the proposed District, and

WHEREAS, the property in question and the proposed boundary of the District is legally described as:

W 80 FT LOT 40 SPARROWS SUB OF BLOCK 200

WHEREAS, the Act requires that before establishing the District the Lansing City Council shall give written notice by certified mail to the owners of all real property within the proposed District and shall hold a public hearing in order to provide an opportunity for owners, residents or other taxpayers of the City of Lansing to appear and be heard regarding the establishment of the District.

NOW THEREFORE BE IT RESOLVED that a public hearing be held in the City Council Chambers of the City of Lansing, 10th Floor, Lansing City Hall, Lansing, Michigan, on Monday, **(INSERT DATE)** at 7:00 p.m. for the purpose of receiving public comment on the establishment of an Obsolete Property Rehabilitation District 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 and that the Clerk also cause the owner of property within the proposed district to receive written notice of the public hearing to be delivered by certified mail.

THIS ITEM NOT AVAILABLE AT TIME OF PRINT

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Virg Bernero, Mayor

FROM: Stephanie Robinson CPPB, Senior Buyer

DATE: Feb. 21, 2017

SUBJECT: Sole Source Purchase – Carrier and Gable

Please include this Sole Source packet of information in your transmittal to Council as required by the Purchasing Ordinance Section 206.05.

In summary, the Purchasing Office processed the following Sole Source transaction:

Department: Public Service Department, Operations and Maintenance Division
Vendor: Carrier and Gable
Item Purchased: Quadguard Attenuator II TL-3
Dollar Amount: $22,487.55

Additional information pertaining to this purchase is attached for your information.

This letter is filed in accordance with the Purchasing Ordinance Section 206.05 (a) and (b).

sr

CITY OF LANSING
PURCHASING OFFICE
1232 Haco Dr.
Lansing, Michigan 48912
(517) 702-6197
http://www.lansingmi.gov/purchasing

Virg Bernero, Mayor

TO: Randy Hannan, Chief of Staff
Chad Gamble, Chief Operating Officer

FROM: Stephanie Robinson, CPPB Buyer

DATE: January 25, 2017

SUBJECT: Sole Source Purchase – Carrier & Gable – Quadguard Attenuator

The Public Service Department – Operations and Maintenance Division requests that Carrier & Gable be designated as a sole source vendor for one (1) Quadguard II TL-3 Crash Attenuator System utilized by the City of Lansing to replace a damaged attenuator on N. Cedar St. near Lake Lansing Rd.

Please see the attached letter and approval from Brian Love regarding the request.

Based on the attached letter we recommend issuing a sole source purchase order to Carrier & Gable in the approximate amount of $22,487.55 from account number 202.453633.746701 per the request of the Public Service Operations and Maintenance Division.

Attachment

Date 2-10-17

Approved ✓ Denied ___

Virg Bernero, Mayor

TO: Stephanie Robinson CPPB, Senior Buyer Purchasing

FROM: Brian Love, Senior Surface Maintenance Supervisor

DATE: January 24, 2017

SUBJECT: Sole Source – Carrier & Gable Inc. – Crash Attenuator Purchase

Operations & Maintenance would like to request a Sole Source designation be granted to Carrier & Gable Inc. for an exclusive purchase of one (1) Quadguard II TL-3 Crash Attenuator System. This purchase is being made to replace a damaged attenuator on N. Cedar south of Lake Lansing Rd. Carrier & Gable is the Michigan supplier for the style and model of the attenuator system needed to replace the damaged one. This agreement will allow the City to quickly replace the damaged one in a very high traffic, critical area. We have researched price comparisons from other regions and are confident the price they are proposing is very competitive. MDOT will be reimbursing the City for all cost. We will utilize the MDOT Trunk Line account # 202.453633.746701.

Attenuator Cost Summary:

• Complete Attenuator System	$18,487.55
• Freight (included)	$ 00.00
• Installation(includesTrafficControl)	$4000.00
• Total	$22,487.55

APPROVED BY:

Brian Love

Brian Love, O&M Senior Supervisor

Dated: 1-24-17

Christopher Mumby

Digitally signed by Christopher Mumby
DN: cn=Christopher Mumby, o=City of Lansing, ou=Public Service Department, email=christopher.mumby@lansingmi.gov, c=US
Date: 2017.01.25 10:36:12 -05'00'

CARRIER & GABLE, INC.
24110 Research Drive
Farmington Hills, MI 48335
(248) 477-8700 (248) 473-0730 • FAX
www.carriergable.com

SALES QUOTE

Sales Quote Number: 27147

Sales Quote Date: 1/23/2017

ALL VALUES STATED IN U.S. DOLLARS

Sell To:
LANSING, CITY OF
BRIAN LOVE
124 W. MICHIGAN AVENUE
732 CITY HALL
LANSING, MI 48933

Ship To:
LANSING, CITY OF - SIGN SHOP
C/O HIGHWAY SERVICE CO.
26401 HALL RD.
WOODHAVEN , MI 48183

Tax Ident. Type	Legal Entity
Ship Via	Best Way
Terms	NET 30 DAYS
Customer ID	1625
SalesPerson	John Carrier

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
	**				
	N. CEDAR ST. @ LAKE LANSING RD.				
	REPLACE/UPDATE ATTENUATOR				
	**				
245QUADGT2	QUADGUARD II ATTENUATOR, 24" TL-3		1	18,487.55	18,487.55
245-NS006466	QUADGUARD II, 24" 5-BAY, 62 MPH		1		
245-NS002640	TENSION STRUT BACK UP 24" QUADGUARD		1		
245-NS003297	TRANS. PANEL 4" OFFSET		1		
244-1003	OBJECT MARKER, UNI-DIRECT. \\\		1		
	***** END of KIT *****				
	**				
	FREIGHT INCLUDED IN PRICING				
	**				
	CONTRACTOR FEES				
269-NS004459	LABOR CHARGE - ATTENUATOR INSTALL		1	2,500.00	2,500.00
269-NS004459	LABOR CHARGE - TRAFFIC CONTROL		1	1,500.00	1,500.00

Amount Subject to Sales Tax	0
Amount Exempt from Sales Tax	22,487.55

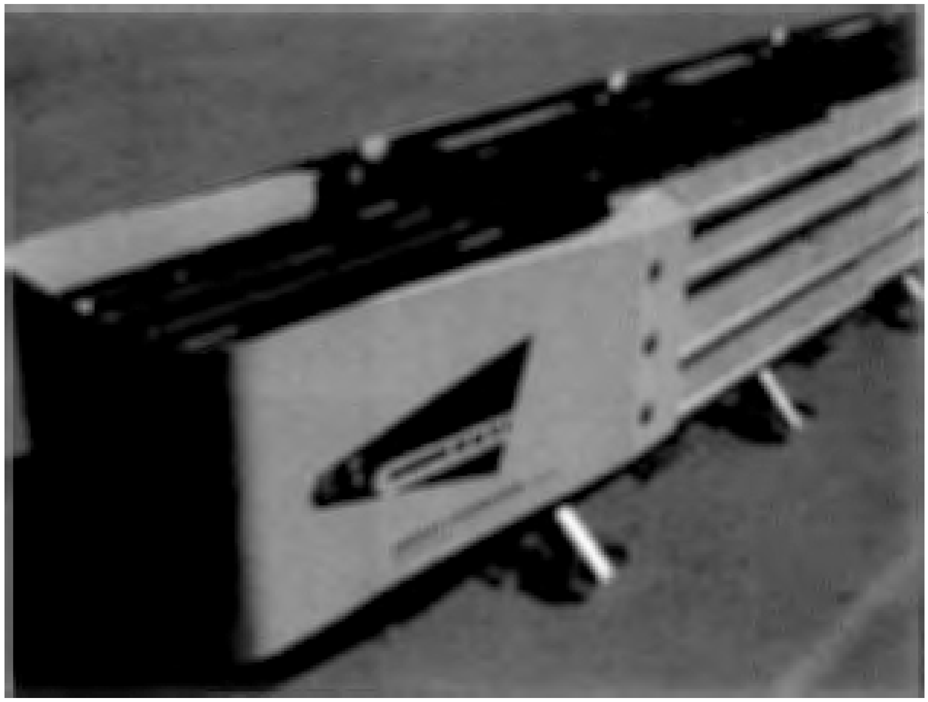
Subtotal:	**22,487.55**
Invoice Discount:	0.00
Total Sales Tax	0.00
Total:	**22,487.55**

ENERGY ABSORPTION SYSTEMS, INC.
A TRINITY INDUSTRIES INC. COMPANY

HOME
PRODUCTS
LINKS
CONTACT US

Product Sheet
Product Specifications
FHWA Acceptance

QuadGuard®II CRASH CUSHION SYSTEM



QUADGUARD®II CRASH CUSHION

QUADGUARD®II CRASH CUSHION family has evolved again! Using the existing framework of the QuadGuard, the QuadGuard II provides TL-2 and TL-3 protection using less length.

The TL-2 QuadGuard II is 25% shorter than the original QuadGuard measuring less than 3m (10'). The TL-3 model is also nearly a meter, 3 feet, shorter than its predecessor.

The only modifications are the addition of the revolutionary Steel Nose, and the monorail Guide Stabilizers. The remaining components are identical to the existing NCHRP 350 systems that have been installed globally since the mid 1990's.

The QuadGuard II will telescope rearward on head-on impacts by both the light car and the high center-of-gravity pickup truck at speeds up to 100 km/h (62 mph) and safely redirect errant vehicles on impact up to 20 angles into the side of the unit without gating.

FEATURES AND BENEFITS

- LESS is MORE!
- QuadGuard II has up to 25% less footprint reducing installation cost
- Steel Nose provides excellent visibly
- Majority of system is identical to QuadGuard reduced inventory requirements
- Shorter Systems are less likely to be impacted
- Offers hazard protection from 40 km/h (25mph)to 115 km/h to (70mph)

Post Impact Debris

The design of the QuadGuard II does an excellent job of minimizing debris affecting other vehicles in the roadway.

European Standard EN-1317-3

The QuadGuard® Family also includes systems to meet Europe's EN-1317-3 Criteria
- QuadGuard CEN Crash Cushion Family

Head-On Impacts

During head-on impacts, the QuadGuard® System telescopes rearward and crushes the cartridges to absorb the energy of impact.

Redirective Capability

When impacted from the side, the QuadGuard® System redirects the errant vehicle back toward its original travel path without allowing gating.

Quad-Beam™ Panels

Quad-Beam panels provide 30% higher beam strength than thrie beam panels.

Monorail Base

Monorail base eliminates the need for chains and cables providing excellent redirective capability.

Self-Supporting Nosee

Self-supporting nose means no legs to complicate installation and maintenance. Optional Flex-Belt Nose available.

Easy Refurbishment of Crash Cushions

Self-supporting nose means no legs to complicate installation and maintenance. Optional Flex-Belt Nose available.

Replaceable Cartridge

Replaceable cartridge contains impact debris, avoiding loose parts that may cause secondary accidents.

and TL-3 protection using less length. The TL-2 QuadGuard II is 25% shorter than the original QuadGuard measuring less than 3m (10'). The TL-3 model is also nearly a meter, 3 feet, shorter than its predecessor.

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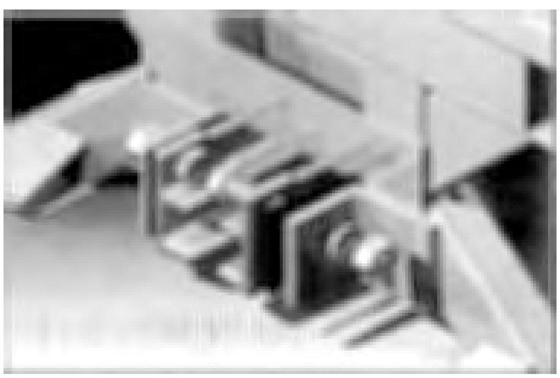

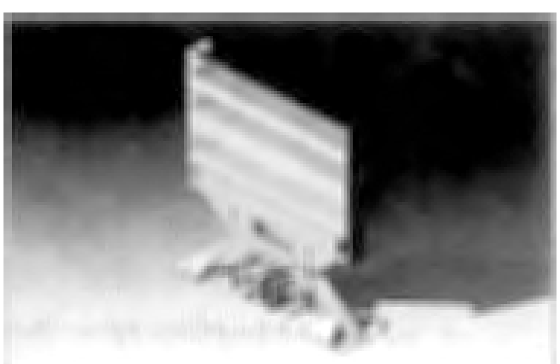

FEATURES AND BENEFITS

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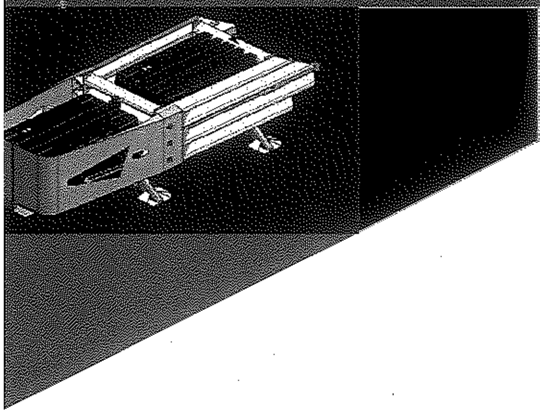
ENERGY ABSORPTION SYSTEMS, INC.

SAVING LIVES BY DESIGN

www.energyabsorption.com

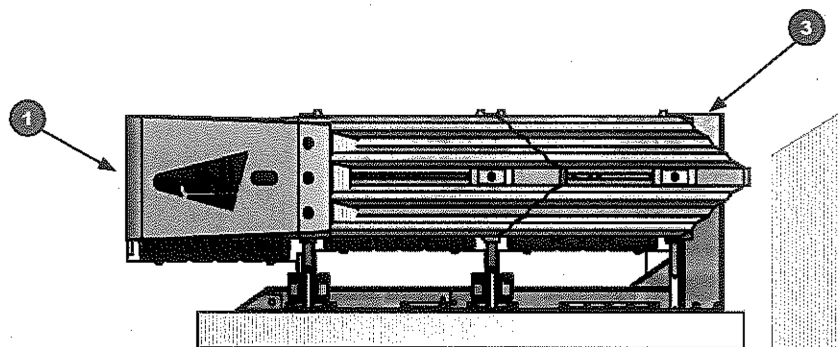
QuadGuard® II



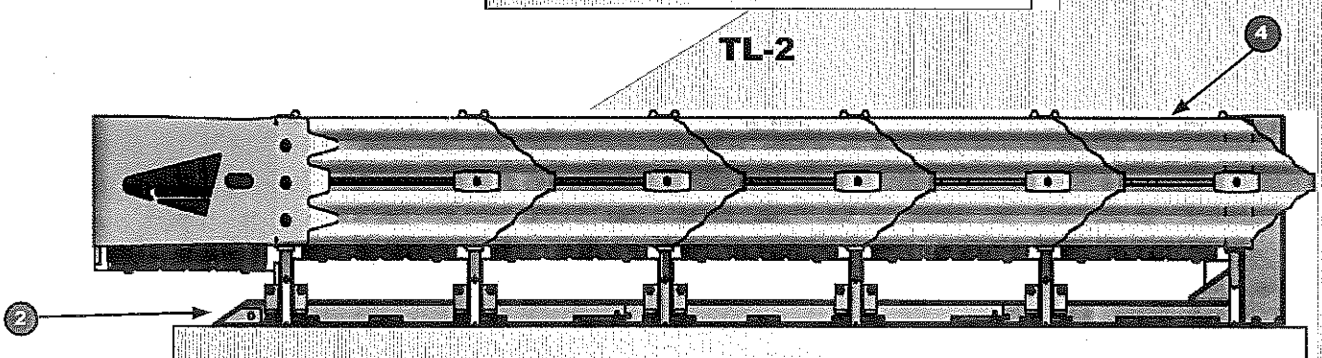
SPECIFICATIONS

Minimum Width at Backup	610 mm	(2')
Maximum Width at Backup	2.3 m	(8')
TL-2 Effective Length	2.6 m	(8'8")
TL-3 Effective Length	5.4 m	(8'8")

1 ENGINEERED STEEL NOSE
2 MONORAIL
3 STEEL BACKUP
4 FENDER PANEL



TL-2



TL-3

DISTRIBUTED BY:

Quixote Transportation Safety

35 E. Wacker Drive • Chicago, IL 60601 Crown House, Crown Street • Ipswich, 1P1 3HS
Tel: (312) 467-6750 • Fax: (312) 467-9625 Tel: 44-1473-221-105 • Fax: 44-1473-221-106
www.energyabsorption.com

ENERGY ABSORPTION SYSTEMS, INC.

www.quixtrans.com

QuadGuard® II System
GENERAL SPECIFICATIONS

I. GENERAL

All QuadGuard® II Systems shall be designed and manufactured by Trinity Highway Products, LLC, of Dallas, TX.

II. DESCRIPTION OF SYSTEM

A. General

The QuadGuard® II System shall consist of energy absorbing cartridges surrounded by a framework of steel Quad-beam™ guardrail, which can telescope rearward during head-on impacts. The QuadGuard® II System shall have a center monorail, which will resist lateral movement during side angle impacts, and a backup, which will resist movement during head-on impacts. The nose shall consist of a sheet steel wrap and an energy-absorbing cartridge. Transitions are available and may be required depending on site conditions.

B. Component Description

1. A bay describes a section of the QuadGuard® II System consisting of an energy absorbing cartridge, a diaphragm, two fender panels and fasteners.

   a. There are two types of cartridges, referred to as Type I and Type II. The front portion of the system shall be fitted with Type I cartridges. The rear of the system shall be fitted with Type II cartridges. The outside of each cartridge shall be fabricated from a weather resistant plastic. The actual quantity of each cartridge type shall be determined by the system design speed. Refer to the product design manual for more information.

   b. The diaphragms shall be made from 10 gauge, steel Quad-beam™ sections. Two support legs shall be welded to the Quad-beam™. Ski-shaped plates shall be welded to the bottom of the support legs. The diaphragms shall be designed to lock onto, and be guided by a ground-mounted, center monorail support structure. Monorail guide shims shall be positioned between the monorail guides and the diaphragm support leg mounts.

   c. The fender panels shall be fabricated from 10 gauge steel Quad-beam™ sections. The rear of each fender panel (the panel end furthest from the nose of the assembled system) shall be tapered to help maximize performance during wrong-way, redirective impacts. Each fender panel shall be drilled and slotted in accordance with the manufacturer's specifications so that when assembled in the field, the front end (the end closest to the nose of the assembled system) shall be bolted to a diaphragm or hinge plate (depending on width of system) by means of 5/8" bolts. The rear of each Quad-beam™ fender panel shall overlap the next rearward fender panel and be connected to the diaphragm or hinge plate of the next bay by means of a bolt and "mushroom" washer. The bolt fits through the long horizontal slot in the forward fender panel. This permits the movement, front to back, of one set of fender panels relative to the panels in the underlying, next rearward bay. For QuadGuard® II Systems with a backup width greater than 915mm (36"), the mushroom bolt assembly is held in place by a compression spring, which allows limited separation of the fender panels during an impact.

2. The monorail support structure shall be made of steel and be anchored per manufacturers instructions, to a specified concrete pad. The monorail shall prevent lateral movement, vertical movement and overturning of the diaphragms during design impacts.

3. The nose section shall contain a nose cover and an energy absorbing cartridge and is not counted as a bay. The nose cover shall be made from 14ga sheet steel. The nose shall attach to the front diaphragm.

4. The backup shall be made of steel and be attached to concrete or an integral tension strut framework, and shall be available in nominal widths of 610mm (24"), 762mm (30"), 915mm (36"), 1753mm (69"), and 2286mm (90").

5. Several transition panels are available as required by site conditions including: Quad-beam to Safety Barrier, Quad-beam™ to Thrie-beam, Quad-beam™ to W-beam, and Quad-beam™ End Shoe. Contact Trinity Highway for specific applications.

C. Material Specifications

1. Metal work shall be fabricated from either M1020 Merchant Quality or ASTM A-36 steel. After fabrication, metal work shall be galvanized in accordance with ASTM A-123. All welding shall be done by or under the direction of a certified welder.
2. The system shall be assembled with galvanized fasteners. All bolts, nuts, and washers shall be Commercial Quality "American National Standard" unless otherwise specified.

III. PERFORMANCE CRITERIA

A. For head-on impacts into the nose, a QuadGuard® II System shall be specified which is capable of meeting the occupant risk criteria as recommended in NCHRP 350. For vehicles weighing between 820 and 2000 kg [1,810 and 4,410 lbs], the theoretical impact velocity of a hypothetical front seat passenger against the vehicle's interior (calculated from vehicle acceleration and 600mm [24"] forward displacement) shall be less than 12m/s [39.4 ft/sec], and the vehicle's highest 10 millisecond average acceleration subsequent to the instant of the hypothetical passenger impact shall be less than 20 G's.

B. The QuadGuard® II System shall be capable of redirecting 2000 kg [4,410 lbs] vehicles which impact the sides of the system at speeds up to 100 km/h [62 mph] at angles of 20° for both right-way and wrong-way impacts (angles measured from system's longitudinal centerline). The QuadGuard® II System shall be capable of redirecting 820 kg [1,810 lbs] vehicles, which impact the sides of the system at speeds up to 100 km/h [62 mph] at angles of 15°. (See Test Criteria below.)

C. The QuadGuard® II System shall be designed and constructed so there is no solid debris from the system which can create a hazard on the roadway after either head-on or side angle design impacts.

IV. TEST CRITERIA

The QuadGuard® II System shall have been fully tested per the recommended criteria set forth in National Cooperative Highway Research Program (NCHRP) Report 350, 1993, Test Level 3 for redirective, non-gating terminals and crash cushions.

V. DESIGN AND SELECTION CRITERIA

A. Design, selection and placement of crash cushions shall conform to The American Association of State Highway and Transportation Officials (AASHTO) Publication, "Roadside Design Guide" 2002.

B. Installation of the QuadGuard® II System attenuators shall be accomplished in accordance with the recommendations of Trinity Highway Products, LLC.

Resolution – Appointment of Beth Graham of 5808 Annapolis Drive in Lansing, MI, 48911, as a Second Ward Member of the Board of Water & Light Board of Commissioners for a term to expire June 30, 2018.

BY THE ________________

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Mayor made the appointment of Beth Graham of 5808 Annapolis Drive in Lansing, MI, 48911, as a Second Ward Member of the Board of Water & Light Board of Commissioners for a term to expire June 30, 2018.

WHEREAS, The nominee has been vetted and meets the qualifications as required by the City Charter;

WHEREAS, the _________________ Committee met on _________ and took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Beth Graham of 5808 Annapolis Drive in Lansing, MI, 48911, as a Second Ward Member of the Board of Water & Light Board of Commissioners for a term to expire June 30, 2018.

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LIQUOR CONTROL COMMISSION
ANDREW J. DELONEY
CHAIRPERSON

RICK SNYDER
GOVERNOR

SHELLY EDGERTON
DIRECTOR

February 10, 2017

Speedway LLC
c/o Attorney Sandra Cotter
(scotter@dykema.com)

RID # 863238

Reference/Transaction: New SDM license issued Under MCL 436.1533(7), Sunday Sales Permit (AM), and Gas Pumps to be issued under MCL 436.1541(6) 5' (inside)

Please let this letter serve as notice the Michigan Liquor Control Commission has authorized this application for a license.

Applicant/Licensee: Speedway LLC

Business address and phone number: 6736 S Cedar St, Lansing 48911

Home address and phone number of partner(s)/subordinates:
MPC Investment LLC, 539 S Main St, Findlay, OH 45840, B (419) 422-2121

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 (866) 813-0011

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.**

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

cc: City of Lansing (city.clerk@lansingmi.gov)

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LIQUOR CONTROL COMMISSION
ANDREW J. DELONEY
CHAIRPERSON

RICK SNYDER
GOVERNOR

SHELLY EDGERTON
DIRECTOR

February 15, 2017

Speedway LLC
c/o Attorney Sandra Cotter
(scotter@dykema.com)

RID # 863390

Reference/Transaction: New SDM license issued Under MCL 436.1533(7), Sunday Sales Permit (AM), and Gas Pumps to be issued under MCL 436.1541(6) 5' (inside)

Please let this letter serve as notice the Michigan Liquor Control Commission has authorized this application for a license.

Applicant/Licensee: Speedway LLC

Business address and phone number: 6041 S Pennsylvania Ave, Lansing 48911

Home address and phone number of partner(s)/subordinates:
MPC Investment LLC, 539 S Main St, Findlay, OH 45840, B (419) 422-2121

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:

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(866) 813-0011

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STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LIQUOR CONTROL COMMISSION
ANDREW J. DELONEY
CHAIRPERSON

RICK SNYDER
GOVERNOR

SHELLY EDGERTON
DIRECTOR

February 16, 2017

Capitol Beverage Company, Inc.
c/o Ida Rose Farhat; Michael C. Zahrt
(ifarhat@fosterswift.com; mzahrt@fosterswift.com)

RID # 862542

Reference/Transaction: Transfer stock interest in 2016 licensing year through a recapitalization of stock on November 28, 2016 wherein sole stockholder, Daniel C. Henry surrendered his 500 shares of stock and received 20,000 shares of stock; and wherein assignments of stock took place on December 30, 2016 which resulted in the following new shareholders and holdings: Daniel C. Henry 6,000 shares of stock, Kathleen M. Henry 6,000 shares of stock, the Daniel R. Henry and Descendants Trust, Daniel R. Henry Trustee 4,000 shares of stock and Sean P. Henry Descendants Trust, Sean P. Henry Trustee 4,000 shares of stock.

Please let this letter serve as notice the Michigan Liquor Control Commission has authorized this application for a license.

Applicant/Licensee: Capitol Beverage Company, Inc.

Business address and phone number: 5400 Aurelius Rd, 5500, Lansing 48911

Home address and phone number of partner(s)/subordinates:
Kathleen M. Henry, 3764 Chippendale Circle, Okemos, MI 48864 517.393.7700 / 517.614.2129
Danial R. Henry and Descendants Trust, 3764 Chippendale Circle, Okemos, MI 48864 517.230.6354
Sean P. Henry and Descendants Trust, 3764 Chippendale Circle, Okemos, MI 48864 517.230.6384

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 (866) 813-0011

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

cc: City of Lansing (city.clerk@lansingmi.gov)

RPOAMM
Rental Property Owners Association of Mid-Michigan

Lansing City Council

February 23, 2017

The Rental Property Owners Association of Mid- Michigan opposes amendment to Ordinance 1460.49. Our Association feels that sufficient fines and penalties non-exist. Attached is Gary Calkins, our Legislative Liaison, talking points against this ordinance, along with supporting documents including housing laws of Michigan, list of fees now charged by code compliance and a page on enforcement.

Please do not impose additional fines when a fraction of 1% are causing the problems. Ninety nine percent are not causing problems and provide close to 50% of the housing in Lansing.

Law prohibits a fee to be reasonable and shall not exceed the actual and reasonable cost of providing the Inspector.

We are requesting per Housing Law section 125.52 a report on income and expenses for your Inspector Program to the preceding year with separate line items within 90 days of this request.

Richard Williams

President

Cell phone number: (517) 290-4342

3315 S. Pennsylvania Ave., Lansing MI 48910 (517) 487-4459 / fax (517) 394-1117 www.rpoamm.org

HOUSING LAW OF MICHIGAN
Act 167 of 1917

AN ACT to promote the health, safety and welfare of the people by regulating the maintenance, alteration, health, safety, and improvement of dwellings; to define the classes of dwellings affected by the act, and to establish administrative requirements; to prescribe procedures for the maintenance, improvement, or demolition of certain commercial buildings; to establish remedies; to provide for enforcement; to provide for the demolition of certain dwellings; and to fix penalties for the violation of this act.

History: 1917, Act 167, Eff. Aug. 10, 1917;—Am. 1976, Act 116, Imd. Eff. May 14, 1976;—Am. 1992, Act 144, Eff. Mar. 31, 1993.

The People of the State of Michigan enact:

ARTICLE I

GENERAL PROVISIONS.

125.401 Short title; scope of act.

Sec. 1. (1) This act shall be known and may be cited as the "housing law of Michigan".

(2) This act applies to each city, village, and township that, according to the last regular or special federal census, has a population of 10,000 or more. However, this act does not apply to private dwellings and 2-family dwellings in any city, village, or township having a population of less than 100,000 unless the legislative body of the local governmental unit adopts the provisions by resolution passed by a majority vote of its members.

(3) This act applies to all dwellings within the classes defined in section 2, except that a reference to 1 or more specific classes of dwellings applies only to those classes to which specific reference is made.

History: 1917, Act 167, Eff. Aug. 10, 1917;—Am. 1919, Act 326, Imd. Eff. May 13, 1919;—CL 1929, 2487;—Am. 1939, Act 303, Eff. Sept. 29, 1939;—Am. 1941, Act 91, Imd. Eff. May 16, 1941;—CL 1948, 125.401;—Am. 1976, Act 137, Imd. Eff. June 2, 1976;—Am. 2008, Act 408, Imd. Eff. Jan. 6, 2009;—Am. 2016, Act 14, Eff. May 16, 2016.

Compiler's note: The catchlines following the act section numbers of this act were incorporated as a part of the act when enacted.

125.402 Housing law of Michigan; definitions.

Sec. 2. Definitions. Certain words in this act are defined for the purposes thereof as follows: Words used in the present tense include the future; words in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural the singular; the word "person" includes a corporation as well as a natural person.

(1) Dwelling. A "dwelling" is any house, building, structure, tent, shelter, trailer or vehicle, or portion thereof, (except railroad cars, on tracks or rights-of-way) which is occupied in whole or in part as the home, residence, living or sleeping place of 1 or more human beings, either permanently or transiently. A house trailer or other vehicle, when occupied or used as a dwelling, shall be subject to all the provisions of this act, except that house trailers or other vehicles, duly licensed as vehicles, may be occupied or used as a dwelling for reasonable periods or lengths of time, without being otherwise subject to the provisions of this act for dwellings, when located in a park or place designated or licensed for the purpose by the corporate community within which they are located: Provided, That such parking sites are equipped with adequate safety and sanitary facilities.

(1a). "Sub-standard dwelling" is a dwelling of any class which is not so equipped as to have each of the following items: running water, inside toilets; or a dwelling which has either inadequate cellar drainage, defective plumbing, and inside room having no windows therein, improper exits or defective stairways so as to make such dwelling a fire hazard.

(2) Classes of dwellings. For the purposes of this act dwellings are divided into the following classes: (a) "private dwellings," (b) "2 family dwellings," and (c) "multiple dwellings."

(a) A "private dwelling" is a dwelling occupied by but 1 family, and so designed and arranged as to provide cooking and kitchen accommodations for 1 family only.

(b) A "2 family dwelling" is a dwelling occupied by but 2 families, and so designed and arranged as to provide cooking and kitchen accommodations for 2 families only.

(c) A "multiple dwelling" is a dwelling occupied otherwise than as a private dwelling or 2 family dwelling.

(3) Classes of multiple dwellings. All multiple dwellings are dwellings and for the purpose of this act are divided into 2 classes, viz.: class a and class b.

Class a. Multiple dwellings of class a are dwellings which are occupied more or less permanently for residence purposes by several families and in which the rooms are occupied in apartments, suites or groups, in

(e) A percentage basis, under which a local governmental unit establishes a percentage of units in a multiple dwelling to be inspected in order to issue a certificate of compliance for the multiple dwelling.

(6) An inspection shall be carried out by the enforcing agency, or by the enforcing agency and representatives of other agencies that form a team to undertake an inspection under this and other applicable acts.

(7) Except as provided in subsection (9) and this subsection, an inspector, or team of inspectors, shall request and receive permission to enter before entering a leasehold regulated by this act to undertake an inspection and shall enter at a reasonable hour. In the case of an emergency, including, but not limited to, fire, flood, or other threat of serious injury or death, or upon presentment of a warrant, the inspector or team of inspectors may enter at any time.

(8) Before entering a leasehold regulated by this act, the owner of the leasehold shall request and obtain permission to enter the leasehold. However, in an emergency, including, but not limited to, fire, flood, or other threat of serious injury or death, the owner may enter at any time.

(9) The enforcing agency may require the owner of a leasehold to do 1 or more of the following:

(a) Provide the enforcing agency access to the leasehold if the lease provides the owner a right of entry.

(b) Provide access to areas other than a leasehold or areas open to public view, or both.

(c) Notify the lessee of the enforcing agency's request to inspect a leasehold, make a good-faith effort to obtain permission for an inspection, and arrange for the inspection. If a lessee vacates a leasehold after the enforcing agency has requested to inspect that leasehold, the owner of the leasehold shall notify the enforcing agency of that fact within 10 days after the leasehold is vacated.

(d) Provide access to the leasehold if a lessee of that leasehold has made a complaint to the enforcing agency.

(10) A local governmental unit may adopt an ordinance to implement subsection (9).

(11) For multiple lessees in a leasehold, notifying at least 1 lessee and requesting and obtaining the permission of at least 1 lessee satisfies the notice and permission requirements of subsections (7) to (9).

(12) The enforcing agency or the owner shall not discriminate against an occupant on the basis of whether the occupant requests, permits, or refuses entry to the leasehold.

(13) The enforcing agency shall not discriminate against an owner who has met the requirements of subsection (9) but has been unable to obtain the permission of the occupant, based on the owner's inability to obtain that permission.

(14) The enforcing agency may establish and charge a reasonable fee for inspections conducted under this act. The fee shall not exceed the actual, reasonable cost of providing the inspection for which the fee is charged. An inspection fee is not required to be paid more than 6 months before the inspection is to take place. An owner or property manager is not liable for an inspection fee if the inspection is not performed and the enforcing agency is the direct cause of the failure to perform the inspection.

(15) If requested, an enforcing agency or a local governmental unit shall produce a report on the income and expenses of the inspection program for the preceding fiscal year. The report shall state the amount of the fees assessed by the enforcing agency, the costs incurred in performing inspections, and the number of units inspected. The report shall be provided to the requesting party within 90 days after the request is made. The enforcing agency or local governmental unit may produce the report electronically. If the enforcing agency does not have readily available access to the information required for the report, the enforcing agency may charge the requesting party a fee not greater than the actual reasonable cost of providing the information. If an enforcing agency charges a fee under this subsection, the enforcing agency shall include in the report the costs of providing and compiling the information.

(16) If a complaint identifies a dwelling or rooming house regulated under this act in which a child is residing, the dwelling or rooming house shall be inspected prior to inspection of any nonemergency complaint.

(17) As used in this section:

(a) "Child" means an individual under 18 years of age.

(b) "Leasehold" means a private dwelling or separately occupied apartment, suite, or group of rooms in a 2-family dwelling or in a multiple dwelling if the private dwelling or separately occupied apartment, suite, or group of rooms is leased to the occupant under an oral or written lease.

History: Add. 1968, Act 286, Eff. Nov. 15, 1968;—Am. 1997, Act 200, Imd. Eff. Jan. 2, 1998;—Am. 2000, Act 479, Imd. Eff. Jan. 11, 2001;—Am. 2008, Act 408, Imd. Eff. Jan. 6, 2009;—Am. 2016, Act 14, Eff. May 16, 2016.

125.527 Inspection; warrants for nonemergency situation; no warrant required in emergency.

Sec. 127. (1) In a nonemergency situation where the owner or occupant demands a warrant for inspection of the premises, the enforcing agency shall obtain a warrant from a court of competent jurisdiction. The

ENFORCEMENT.

125.521, 125.522 Repealed. 1972, Act 230, Eff. Jan. 1, 1973.

Compiler's note: The repealed sections pertained to plans and specifications for the construction or alteration of dwellings, buildings, or structures.

125.523 Administration of act; joint administration and enforcement agreement.

Sec. 123. The governing body of a municipality to which this act by its terms applies, or the governing body of a municipality which adopts the provisions of this act by reference, shall designate a local officer or agency which shall administer the provisions of the act, and if no such officer or agency is designated then the local governing body shall be responsible for administration of the act. Municipalities may provide, by agreement, for the joint administration and enforcement of this act where such joint enforcement is practicable.

History: Add. 1968, Act 286, Eff. Nov. 15, 1968.

125.525 Registry of owners and premises.

Sec. 125. (1) The enforcing agency may maintain a registry of owners and premises regulated by this act.

(2) If the enforcing agency maintains a registry of owners and premises, the owner of a multiple dwelling or rooming house containing units which will be offered to let, or to hire, for more than 6 months of a calendar year shall register with the enforcing agency the owner's name, the address of the owner's residence or usual place of business, and the location of the multiple dwelling or rooming house. The owner shall register within 60 days following the day on which any part of the premises is offered for occupancy.

(3) If the premises are managed or operated by an agent, the agent's name and place of business shall be entered with the name of the owner in the registry under subsection (2).

History: Add. 1968, Act 286, Eff. Nov. 15, 1968;—Am. 2016, Act 14, Eff. May 16, 2016.

125.526 Inspection; intervals; inspection by federal government as substitute; basis; inspectors; hours of inspection; permission to enter leasehold; duties of owner; ordinance; multiple lessees; discrimination prohibited; fees; report; dwelling or rooming house with child residing; definitions.

Sec. 126. (1) A local governmental unit is not required to inspect a multiple dwelling or rooming house unless the local governmental unit receives a complaint from a lessee of a violation of this act.

(2) Subject to subsection (1), the enforcing agency shall inspect multiple dwellings and rooming houses regulated by this act in accordance with this act.

(3) Subject to subsection (1) and except as provided in subsection (4), the period between inspections of a multiple dwelling or rooming house shall not be longer than 4 years. All other dwellings regulated by this act may be inspected at reasonable intervals. Inspections of multiple dwellings or rooming houses conducted by the United States Department of Housing and Urban Development under the real estate assessment center inspection process or by other government agencies may be accepted by a local governmental unit and an enforcing agency as a substitute for inspections required by a local enforcing agency. To the extent permitted under applicable law, a local enforcing agency or its designee may exercise inspection authority delegated by law or agreement from other agencies or authorities that perform inspections required under other state law or federal law.

(4) Subject to subsection (1), a local governmental unit may provide by ordinance for a maximum period between inspections of a multiple dwelling or rooming house that is not longer than 6 years if the most recent inspection of the premises found no violations of this act and the multiple dwelling or rooming house has not changed ownership during the 6-year period.

(5) An inspection shall be conducted in the manner best calculated to secure compliance with this act and appropriate to the needs of the community, including, but not limited to, on 1 or more of the following bases:

(a) An area basis, under which all the regulated premises in a predetermined geographical area are inspected simultaneously, or within a short period of time.

(b) A complaint basis, under which premises that are the subject of complaints of violations are inspected within a reasonable time.

(c) A recurrent violation basis, under which premises that have a high incidence of recurrent or uncorrected violations are inspected more frequently.

(d) A compliance basis, under which a premises brought into compliance before the expiration of a certificate of compliance or any requested repair order may be issued a certificate of compliance for the maximum renewal certification period authorized by the local governmental unit.

CODE COMPLIANCE ACTIVITY FEES

FY 2016/17

(Effective July 1, 2016)

RENTAL HOUSING REGISTRATION

New Registration	$400.00
Change of Owner	$200.00

RENTAL HOUSING INSPECTIONS

Base fee per building is **$215.00** for 1 & 2 family structures; **$150.00** for multiple family structures, townhouses or condos plus:

Single Family Dwelling	$25.00 per unit
Duplex	$25.00 per unit
Townhouses or Condos	$25.00 per unit
Multiple Dwellings (per unit cost)	$18.00 per unit
No Show Fee	$65.00
Appointments made by Certified Mail	$35.00
Rental Re-Inspections (2nd, 3rd, & 4th re-inspection)	$50.00, $100.00, $150.00

ADMINISTRATIVE SERVICES FEES

LANDLORD FAILURE TO COMPLY NOTICE (follow up)	$100.00
ADMINISTRATIVE FEE-FAILURE TO REGISTER RENTAL PROPETY	$150.00
LATE FEE (30 DAYS) RENTAL HOUSING INSPECTION-SINGLE FAMILY	$120.00
LATE FEE (60 DAYS) RENTAL HOUSING INSPECTION-SINGLE FAMILY	$120.00
LATE FEE (30 DAYS) RENTAL HOUSING INSPECTION –MULTI-FAMILY	$75.00
LATE FEE (60 DAY) RENTAL HOUSING INSPECTION-MULTI-FAMILY	$150.00

Second Notice Fees

Second and subsequent premise violations (trash, grass and disabled, abandoned motor vehicles) in the same calendar year are subject to an administrative fee of — $75.00

Red Tag Monitoring fees

Properties that have been red tagged and required monitoring by the City of Lansing are subjected to a monthly administrative fee of — $150.00

Trash and Grass Abatement Fees

This service fee does not include cleanup and mowing costs charged by the contractor — $265.00

Emergency Board-up Fees

A residential structure that is found to be open and accessible (not capable of being secured) is considered to be an attractive nuisance and shall be boarded. This service fee does not costs assessed by the contractor for time and materials. — $265.00

Demolition Fees — $4,000.00

Properties entered into the "Make Safe or Demolish" process that are eventually demolished by the City of Lansing are subject to an administrative fee. **This administrative fee is broken down in ½ with the owner being billed $2,000.00 after it leaves the Demolition Board and the following $2,000.00 if an when the city demolishes the property.** These figures do not include demolition and removal costs charged by the contractor.

XV B 3

Thursday, February 09, 2017

City of Lansing Michigan

FEB 13 2017

City Clerk's Office Ninth Floor City Hall

124 West Michigan Ave. Lansing, MI 48933

Dear Mr. Swope:

I am writing to you about the city of Lansing becoming a sanctuary city. Please forward my comments to the City Council.

I support Lansing becoming a sanctuary city.

As a country we have dithered for many years about immigrant issues. As we all know there are millions of people now living in the US who have come here through means that do not currently lead to a clear path to citizenship. They are without the rights you and I have as citizens. Some states in some situations offer some protections these individuals. Now, some cities and Counties are also providing some protections.

It appears that, for party and political reasons, these individuals are currently being targeted by the administration in Washington for deportation. A preposterous idea in and of itself given the numbers involved and their place in the economy but a dangerous one none-the-less for anyone in this targeted group. In many cases, they may be parents or other family members of people who are citizens. It is unclear how far this idea will go and whether Congress will pass laws that require local law enforcement to participate in a kind of "round-up." The worry is that large numbers of people will be deported and this will lead most importantly to the incredible disruption and dissolution of families. If laws are passed by Congress related to the deportation of individuals who are not citizens, would It seems reasonable to believe that local, county and state law enforcement will be involved. Would our police force be required to participate in identifying law abiding individuals in the target population and remove them from their homes and families. Do we want them to do this?

What would it look like mean for Lansing to become a sanctuary city. As I see it, if the City Council declares that Lansing is a sanctuary city, it would mean that we refuse to participate in the deportation process. Two things are at the bottom of this. The first is any consequences of disobedience to the laws passed by Congress, to this I say civil disobedience, the struggle against bad laws is a responsibility of citizenship for cities as well as individuals. The second is the withholding of federal funds as a sort of punishment, to this I say what are lawyers for. A law suit for something reasonable would be a good change. For those of us who are motivated by money, the process of rounding people up and housing them through this process has its own costs. Must we always take the way of the cowards and the bullies?

I think we have to remember that there are struggles to comply or not comply with federal laws all the time. The struggles in the process of complying with the requirements of "Obama care" is perhaps the most recent and widespread. We should also remember that we aren't alone in this process. Many cities counties and indeed states have offered sanctuary. I don't want my police force to participate in rounding up anyone who who can't legally fight back.

Respectfully,

Grace M. Caruso

RECEIVED NOV 14 2016

City of Lansing

OFFICE OF THE CITY ATTORNEY

Claim Form – Special Assessments

Please provide the following information so we can contact you regarding your claim.

NAME: Mansour Ahmadpour DATE: 11/14/16

MAILING ADDRESS: 1020 Bretton Rd

CITY: Lansing STATE: MI ZIP CODE: 48917

TELEPHONE: Home ( ) 517 5059527 Work ( )

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

ADDRESS: 1034 Greenwood Ave Lansing MI PARCEL NO.

DATE OF INCIDENT: 09/26/2016 AMOUNT YOU WERE BILLED: $743

TOTAL AMOUNT YOU ARE CLAIMING: As much $743

TYPE OF ASSESMENT: Nuisance

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.

Please check the Attach papers

thank you

Mansour Ahmadpour

A description of the claims review process is available on our website at: http://www.lansingmi.gov/attorney/Claims_review_process.jsp

To: Claim Review Committee

I have been on stress since The first inspection until now on The first appeal regarding The last bill, The city send you The photos which some of them were not related to my house. As I mentioned before, my tenant has a lot of toys for her kids which make out side look a mass. Last time they Took off some of the Toys and kid's bycycle as trash.

My house has a small back yard, my neighbor has a big tree which always is falling down the small branchs so I picked them up (all small branch) in ont spot so they are not allover the yard.

About The trash my tenant says she took care Them.

Because of This situation I give her one month notice to move out. But she could not find a house to move. She is a hard worker single mom with four small kids and I really do not know what To do with her. I am beleiving in god from bottom of my heart and I cannot move them out on the street. My house is like other houses but the toys make it a mass. I asked her several times to remove them. Now she is agreed to romove them. This time is second time I am appealing and believe me I am tired of it and worried all the time. Now winter is coming and with four kids is really hard To find a house plus when she does not have first rent plus desposit. I have eleven rental house and this one is the only one make problem four me and it is because of inspector too.

Please take the Consideration I am really have hard time with my tenant and alway on the stress.

11/14/16

God bless everyone

Mansour Ahmadpour

CITY OF LANSING
316 N. CAPITOL SUITE C2
Lansing, MI 48933
(517) 483-4361
(517) 377-0100

Nuisance Fee Billing Statement

Due Date: 10/26/16
Pay Invoice In Full

AHMADPOUR MANSOUR
1020 BRETTON RD
LANSING MI 48917
Re: 1034 GREENWOOD AVE

Enf Number: E16-14675
Parcel: 33-01-01-08-226-111
Address: 1034 GREENWOOD AVE

Parcel: 33-01-01-08-226-111

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00081640		E16-14675	1034 GREENWOOD AVE	$75.00

Fee Details:	Quantity	Description	Balance
	1.000	Trash 2nd Notice	$ 75.00

CITY OF LANSING
316 N. CAPITOL SUITE C2
Lansing, MI 48933
(517) 483-4361
(517) 377-0100

Nuisance Fee Billing Statement

Due Date: 12/01/16
Pay Invoice In Full

AHMADPOUR MANSOUR
1020 BRETTON RD
LANSING MI 48917
Re: 1034 GREENWOOD AVE

Enf Number: E16-14675
Parcel: 33-01-01-08-226-111
Address: 1034 GREENWOOD AVE

Parcel: 33-01-01-08-226-111

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00083694		E16-14675	1034 GREENWOOD AVE	$668.00

Fee Details:	Quantity	Description	Balance
	1.000	Trash - Admin Fee	$ 265.00
	403.000	Trash - Contractor Charge	$ 403.00

Total Amount Due $ 743.00

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

Payment Information:

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

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

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

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

NOTICE: INSTRUCTIONS FOR COMPLETING THIS FORM ARE ON THE BACK OF THIS TOP SHEET

Approved, SCAO

STATE OF MICHIGAN 54-A JUDICIAL DISTRICT	NOTICE TO QUIT TO RECOVER POSSESSION OF PROPERTY Landlord-Tenant	

Court Address: 124 W. Michigan Ave., Lansing, MI 48933   Court Phone No.: (517) 483-4426

TO: (A) Ashley Bynum and all occupants
1034 Greenwood Ave
Lansing MI 48915

(B)
1. Your landlord/landlady, Mansour Ahmadpour, is seeking to recover possession of property pursuant to
Name (type or print)

(C) ☐ MCL 554.134(1) or (3) (see other side) ☐ other: Termination of contract and wants to evict you from:

(D) Address or description of premises rented (if different from mailing address):
1034 Green Wood Ave Lansing MI 48915

(E) 2. You must move by 11/6/2016 or your landlord/landlady may take you to court to evict you.
Date (*see note)

3. If your landlord/landlady takes you to court to evict you, you will have the opportunity to present reasons why you believe you should not be evicted.

4. If you believe you have a good reason why you should not be evicted, you may have a lawyer advise you. Call him or her soon.

(F) 10/6/2016
Date

[signature]
Signature of owner of premises or agent

1020 Bretton Rd
Address

Lansing MI 48917   517, 505, 9587
City, state, zip   Telephone no.

*NOTE: Unless otherwise allowed by law, the landlord/landlady must give notice equal in time to at least one rental period.

CERTIFICATE OF SERVICE

(G) I certify that on 10/6/2016 I served this notice on Ashley Bynum
Date   Name

by ☐ delivering it personally to the person in possession.
☐ delivering it on the premises to a member of his/her family or household or an employee of suitable age and discretion with a request that it be delivered to the person in possession.
☒ first-class mail addressed to the person in possession.

[signature]
Signature

Court copy (to be copied, if necessary, to attach to the complaint)

City of Lansing

OFFICE OF THE CITY ATTORNEY

James D. Smiertka, City Attorney

January 20, 2017

FEB 16 2017

Mansour Ahmadpour
1020 Bretton Rd.
Lansing, MI 48917

Re: Claim – 1034 Greenwood Ave.

Dear Mr. Ahmadpour:

Please be advised that the Claims Review Committee reviewed the claim you submitted in the amount of $743.00 for property located at 1034 Greenwood Ave., Lansing, Michigan, and denied the claim you filed with the City of Lansing.

You have the right to appeal the decision of the Claims Review Committee to the Lansing City Council. If you desire to do so, please submit your appeal in writing, within thirty (30) days of the date of this letter, to the Lansing City Clerk, 9th Floor, City Hall, Lansing, MI 48933, for placement on the Council's agenda.

If you have any questions concerning this matter, please contact this office.

Sincerely,

Venus Kumar

Venus Kumar
Paralegal

SCANNED

Fifth Floor, City Hall • Lansing, Michigan 48933 • (517) 483-4320 • Fax (517) 483-4081 • cityatty@ci.lansing.mi.us

To: Claim Review Commitee

Dearest, I am hoping to lookat my case with more consideration this time. when I received your denied latter I have been really shocked. There is two different subjects in this case, first is the trash bags and second the lawnand grass

1- Regarding trash, there is a attachment paper from my tenant. she mentioned when she received the letter from code compliance she removed both side trash begs (Front and side of the house). but it was after taking the photos. And also it was some trash in recycling container which she cleaned them up before city send some one for cleaning.

2- Regarding the lawn and grass, when I received the letter from city, I went to the house I saw the trash in recycling container and asked my tenant to remove them from container I mowed the lawn and grass. I picked up all small branches and kept them in one spot (3x3 feet). I asked city How many inches Grass can be for the Vilotion code and city mentioned it's eleven inches. when the city sent contractors to clean the house, the lawn was not more then six inches.

when I received the first ticket for seventy five dollars, I went to the house and mowed the lawn again to avoid any further notice.

As you see my tenant always cleaned the front yard lawn but not the back yard. The back yard is about six hundred square fact and because of a lot of threes around it there is not that much grass growing and hided by the house. But as I mentiond I cleaned it up when I received the letter.

Now I am wandering why I have to be charge $745.
Even so if the two bags of trash still were there why I have be charged so much.
My tenant is a hard worker single mom with four kids and night shift working in Sparrow. I know she must be more organized. Since court eviction she has been looking for the house but still she could not find one yet. She said if she stays in the house she is going to get a container from granger.
I beleive God from botton of my heart and willing to receive really consideration from you.
I have several houses and this house is the only one making so on stress. I hope I hear from you and my tenant is going to come with me to prove her case.
I really can not pay this amount which I beleive is not fair.
I am really willing to receive consideration from you and if I have to file a small claim court for the amount I do and hoping the Judge listen to us and I am sure God has eyes for what we are doing.

God bless you
Mansour Ahmadpour
2/16/2017

Feb. 15, 2017

To Whom it may concern,

I had recived a letter of trash i had out side. I took care of it that day. It had gave me a dead line which was taking care of way before the dead line. The city never came an cleaned it up i took care of it myself so i do not understand why i am being charged for ~~over~~ something i cleaned up myself. I would understand if they cleaned it up them self but they did not. They are charging me over $700.00 for somthing they did not clean. I also had it cleaned the day i got the letter. So over $700.00 as a fine is ridiculous. I'm a single mother of 4 kids. I work 50 plus hours a week to try an make it to take care of my kids.

Thank you.
Ashley

RECEIVED DEC 0 8 2016

DATE: 12/06/2016

PPN:	**33-01-01-08-226-111**
DATE SUBMITTED:	**11/14/2016**
ADDRESS OF VIOLATION:	**1034 Greenwood Avenue**
LISTED TAXPAYER OF RECORD:	**Ahmadpour, Mansour**
OTHER TAXPAYER OF RECORD:	
CLAIMANT:	**Ahmadpour, Mansour**
CLAIMANT'S ADDRESS:	**1020 Bretton Road Lansing, MI 48917**
TYPE OF ACTIONS CONTESTED:	**Trash Removal**
VIOLATION DATE:	**09/26/2016**
NOTIFICATION DATE:	**09/26/2016**
2ND NOTICE ASSESSMENT DATE:	
AMOUNT OF ASSESSMENT:	**\$668.00 + \$75.00 2nd notice assessment=\$743.00**
CONTRACTOR NAME - INVOICE NO. - DATE:	**Crutcher 16-T045 10/25/2016**
AMOUNT OF CLAIM:	**\$743.00**
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 1/28/2016 DAMV 3/10/2016	**Trash Violation 3/10/2016 DAMV 4/07/2016**	**Trash Violation 4/017/2016 Grass Violation 7/11/2016**	**Trash Violation 7/11/2016 Grass Violation 9/26/2016**

CITATIONS IN PREVIOUS YEAR:

CLAIMANT'S CIRCUMSTANCES: **See Attached**

CODE OFFICER'S NOTES: This property was cited for a trash violation on 9/26/2016 with a compliance due date of 10/03/2016. The Premise Officer returned on 10/04/2016 to recheck the property (see pictures) violations were still present and the property was submitted to the contractor. The contractor arrived on 10/25/2016 the violations in the front yard had been removed but the brush remained in the back yard and it was removed by the contractor. The City of Lansing has cleaned this property 3 times this year with no response from the owner except for the 2 claims they have filed this year. It is the owner of the properties responsibility to ensure that all violations are removed from the property to avoid assessments therefore this office recommends denial of the claim.

RECEIVED NOV 14 2016

City of Lansing

OFFICE OF THE CITY ATTORNEY

Claim Form – Special Assessments

Please provide the following information so we can contact you regarding your claim.

NAME: Mansour Ahmadpour DATE: 11/14/16

MAILING ADDRESS: 1020 Bretton Rd

CITY: Lansing STATE: MI ZIP CODE: 48917

TELEPHONE: Home ( ) 517 5059527 Work ( )

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

ADDRESS: 1034 Greenwood Ave Lansing MI PARCEL NO.

DATE OF INCIDENT: 09/26/2016 AMOUNT YOU WERE BILLED: $743

TOTAL AMOUNT YOU ARE CLAIMING: As mus $743

TYPE OF ASSESMENT: Nuisance

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.

Please check the Attach papers

thank you

Mansour Ahmadpour

A description of the claims review process is available on our website at: http://www.lansingmi.gov/attorney/Claims_review_process.jsp

To: Claim Review Committee

I have been on stress since The first inspection until now
on The first appeal regarding The last bill, The city send you The
photos which some of them were not related to my house. As I
mentioned before, my tenant has a lot of toys for her kids
which make out side look a mass. Last time They Took off some
of the Toys and kid's bycycle as trash.
my house has a small back yard, my neighbor has a big tree
which always is falling down the small branchs so I picked them
up (all small branch) in ont spot so they are not all over
the yard.
About The trash my tenant says she took care Them.
Because of This situation I give her one month notice to move
out. But she could not find a house to move. She is a hard
worker single mom with four small kids and I really do not know
what To do with her. I am beleiving in god from bottom of my heart
and I cannot move them out on the street. My house is like other houses
but the toys make it a mass. I asked her several times to remove
them. Now she is agreed to remove them. This time is second time
I am appealing and believe me I am tired of it and worried all
the time. Now winter is coming and with four kids is really hard
To find a house plus when she does not have first rent plus desposit.
I have eleven rental house and this one is the only one make problem
four me and it is because of inspector tour.
Please take the Consideration I am really have hard time with my
tenant and alway on the stress.

11/14/16

God bless everyone

Mansoor Ahmadpour

Eric's Refuse LLC

P.O. Box 16035
Lansing, MI 48901

Invoice

Date	Invoice #
10/30/2016	5718

Bill To
City of Lansing Office of Code Compliance 316 North Capital Lansing, MI 48933-1238

property address
1034 Greenwood Ave 33-01-01-08-226-111

Terms	work complete
	10/30/2016

Quantity	Item Code	Description	Price Each	Amount
1	1hr 3cy	first hour and 3 yards of debris	175.00	175.00
1	add hr	additional hour after 1	150.00	150.00
3	class 2	construction material after 3	26.00	78.00
		work complete 10/25/16 total yards 6 submitted by Zachary Driver		

All work is complete!	Total	$403.00

CITY OF LANSING
316 N. CAPITOL SUITE C2
Lansing, MI 48933
(517) 483-4361
(517) 377-0100

Nuisance Fee Billing Statement

Due Date: 10/26/16
Pay Invoice In Full

AHMADPOUR MANSOUR
1020 BRETTON RD
LANSING MI 48917
Re: 1034 GREENWOOD AVE

Enf Number: E16-14675
Parcel: 33-01-01-08-226-111
Address: 1034 GREENWOOD AVE

Parcel: 33-01-01-08-226-111

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00081640		E16-14675	1034 GREENWOOD AVE	$75.00

Fee Details:	Quantity	Description	Balance
	1.000	Trash 2nd Notice	$ 75.00

CITY OF LANSING
316 N. CAPITOL SUITE C2
Lansing, MI 48933
(517) 483-4361
(517) 377-0100

Nuisance Fee Billing Statement

Due Date: 12/01/16
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AHMADPOUR MANSOUR
1020 BRETTON RD
LANSING MI 48917
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Enf Number: E16-14675
Parcel: 33-01-01-08-226-111
Address: 1034 GREENWOOD AVE

Parcel: 33-01-01-08-226-111

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
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Fee Details:	Quantity	Description	Balance
	1.000	Trash - Admin Fee	$ 265.00
	403.000	Trash - Contractor Charge	$ 403.00

Total Amount Due $ 743.00

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

Payment Information:

- Make checks payable to: City of Lansing
- Mail payments or pay in person at:
  City of Lansing Treasurers Office
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  Lansing MI 48933
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- Payment in full is due within 30 days from the billing date
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Appeals Process:
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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

NOTICE: INSTRUCTIONS FOR COMPLETING THIS FORM ARE ON THE BACK OF THIS TOP SHEET

Approved, SCAO

STATE OF MICHIGAN 54-A JUDICIAL DISTRICT	NOTICE TO QUIT TO RECOVER POSSESSION OF PROPERTY Landlord-Tenant	

Court Address: 124 W. Michigan Ave., Lansing, MI 48933 Court Phone No.: (517) 483-4426

(A) TO: Ashley Bynum and all occupants
1034 Greenwood Ave
Lansing MI 48915

(B)
1. Your landlord/landlady, Mansour Ahmadpour, is seeking to recover possession of property pursuant to
Name (type or print)

(C) ☐ MCL 554.134(1) or (3) (see other side) ☐ other: Termination of contract and wants to evict you from:

(D) Address or description of premises rented (if different from mailing address):
1034 Green Wood Ave Lansing MI 48915

(E) 2. You must move by 11/6/2016 or your landlord/landlady may take you to court to evict you.
Date (*see note)

3. If your landlord/landlady takes you to court to evict you, you will have the opportunity to present reasons why you believe you should not be evicted.

4. If you believe you have a good reason why you should not be evicted, you may have a lawyer advise you. Call him or her soon.

(F) 10/6/2016
Date

[signature]
Signature of owner of premises or agent

1020 Bretton Rd
Address

Lansing MI 48917 517, 505, 9587
City, state, zip Telephone no.

*NOTE: Unless otherwise allowed by law, the landlord/landlady must give notice equal in time to at least one rental period.

CERTIFICATE OF SERVICE

(G) I certify that on 10/6/2016 I served this notice on Ashley Bynum
Date Name

by ☐ delivering it personally to the person in possession.
☐ delivering it on the premises to a member of his/her family or household or an employee of suitable age and discretion with a request that it be delivered to the person in possession.
☒ first-class mail addressed to the person in possession.

[signature]
Signature

Court copy (to be copied, if necessary, to attach to the complaint)

Lansing Fire Department
Fire Marshal's Office
Code Enforcement Section

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

Mayor Virg Bernero

TRASH AND DEBRIS CORRECTION NOTICE

AHMADPOUR MANSOUR or Current Occupant
1020 BRETTON RD
LANSING, MI 48917

Violation Date: 09/26/2016
Violation Location: 1034 GREENWOOD AVE
Parcel No: 33-01-01-08-226-111
Compliance Due Date: October 03, 2016

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

Violation: Garbage

Violation: Trash found in bags

Violation: Brush & Tree Limb debris

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

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

Code Officer: Zachary Driver (517) 702 4750

"Equal Opportunity Employer"

Taxpayer's Copy

Mayor Virg Bernero

Lansing Fire Department
Fire Marshal's Office
Code Enforcement Section

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

TRASH AND DEBRIS CORRECTION NOTICE

Occupant or Current Occupant
1034 GREENWOOD AVE
LANSING, MI 48915

Violation Date:	09/26/2016
Violation Location:	1034 GREENWOOD AVE
Parcel No:	33-01-01-08-226-111
Compliance Due Date:	October 03, 2016

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

Violation: Garbage

Violation: Trash found in bags

Violation: Brush & Tree Limb debris

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Code Officer: Zachary Driver (517) 702 4750

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Taxpayer's Copy

Mayor Virg Bernero

Lansing Fire Department
Fire Marshal's Office
Code Enforcement Section
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 10/04/2016

TAXPAYER: AHMADPOUR MANSOUR, 1020 BRETTON RD LANSING, MI 48917

Location of Work: **Enf Num: E16-14675**

Address: 1034 GREENWOOD AVE
Lot No:
Description:
Parcel No: 33-01-01-08-226-111

Remove Trash and Debris

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

Violation: Garbage

Violation: Trash found in bags

Violation: Brush & Tree Limb debris

PLUS ANY OTHER INCIDENTAL TRASH / DEBRIS ON THE PROPERTY

Authorized Time required to complete work: 1
Authorized Cubic Yards: 3

Warning Comment:
<NONE>

Submitted By: Zachary Driver (517) 702 4750

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: 09/26/2016
Due Date: 10/26/2016
Pay Invoice In Full

AHMADPOUR MANSOUR
1020 BRETTON RD
LANSING MI 48917

Inv Number: 00081640
Parcel: 33-01-01-08-226-111
Address: 1034 GREENWOOD AVE

Parcel: 33-01-01-08-226-111 **Bill Detail**

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00081640		E16-14675	1034 GREENWOOD AVE	$75.00

Fee Details:	Quantity	Description	Balance
	1.000	Trash 2nd Notice	$ 75.00

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: 11/01/2016
Due Date: 12/01/2016
Pay Invoice In Full

AHMADPOUR MANSOUR
1020 BRETTON RD
LANSING MI 48917

Inv Number: 00083694
Parcel: 33-01-01-08-226-111
Address: 1034 GREENWOOD AVE

Parcel: 33-01-01-08-226-111 **Bill Detail**

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00083694		E16-14675	1034 GREENWOOD AVE	$668.00

Fee Details:	Quantity	Description	Balance
	1.000	Trash - Admin Fee	$ 265.00
	403.000	Trash - Contractor Charge	$ 403.00

Total Amount Due	$ 743.00

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

Payment Information:

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

Appeals Process:

If you intend to appeal this nuisance fee 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

DSCN4036

Recheck Photo

DSCN4037

Nechuck Photo

1034 Greenwood Ave (1)

1034 Greenwood Ave (2)

1034 Greenwood Ave (3)

1034 Greenwood Ave (4)

DSCN3885

DSCN3886