

**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 OCTOBER 9, 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, October 9, 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 September 7, 11, and 25, 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 IFT-1-17; Industrial Facilities Tax Certificate for Cameron Tool at property located at 1800 Bassett

2. In consideration of the Amended Obsolete Property Rehabilitation Act (OPRA) Certificate; DED Development, LLC at 629 W. Hillsdale St
3. In consideration of Ordinance to Amend Section 206.05; Sole Source Procurement Criteria

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 the Grace Lutheran Church 100th Anniversary

C. RESOLUTIONS FOR ACTION

1. BY THE COMMITTEE ON WAYS AND MEANS
 - a. Grant Acceptance & Budget Appropriation; Offender Success
 - b. Budget Appropriation; Lansing Police Department Donations
 - c. Grant Acceptance & Budget Appropriation; Auto Theft Prevention Authority (ATPA) Grant

D. REPORTS FROM COUNCIL COMMITTEES

E. ORDINANCES FOR INTRODUCTION and Setting of Public Hearings

1. BY COUNCIL MEMBER BROWN CLARKE
 - a. An Ordinance to amend Chapter 1300; Medical Marihuana Establishments
2. BY THE COMMITTEE ON WAYS AND MEANS
 - a. An Ordinance of the City of Lansing, Michigan, to amend the Lansing Codified Ordinances by amending Chapter 286, to add Section 286.16 that requires the City provide an employee with a summary of benefits when the employee separates from City Service

F. ORDINANCES FOR PASSAGE

1. BY THE COMMITTEE ON DEVELOPMENT AND PLANNING
 - a. Z-5-2017; 1024 Lake Lansing Road; Conditional Rezoning from "B" Residential District to "F-1" Commercial District

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. Lansing Board of Water and Light's Capital Improvements Plan for Fiscal Years 2018-2023
 - c. Liquor License; Cul, LLC for a Transfer Ownership Escrowed 2017 Class C License Only for 313 N. Cedar, Lansing; New SDM License in Conjunction with a Non-Transferable, Sunday Sales Permit (PM), Sunday Sales Permit (AM), Dance-Entertainment Permit, Outdoor Service Area and Catering Permit for 313 North Cedar Street
 - d. 2018 City Council Meeting Schedule
2. Letter(s) from the Mayor re:
 - a. Permanent Sanitary Sewer Easement, Jackson National Life
 - b. Sole Source Purchase, CARite of Grand Ledge, Two Used Vehicles for the Lansing Police Department

B. COMMUNICATIONS AND PETITIONS, AND OTHER CITY RELATED MATTERS

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

A handwritten signature in black ink that reads "Chris Swope". The signature is written in a cursive, flowing style.

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 October 9, 2017 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 and other interested persons to appear and be heard on the application of Cameron Tool Corporation for an Industrial Facilities Exemption Certificate (IFT-1-17) pursuant to Public Act 198 of 1974, as amended, as requested by the applicant for the location indicated below:

Applicant: Cameron Tool Corporation
By: Tracy Selden
IFT Location: 1800 Bassett, Lansing, MI

Legally described as:

N 3 FT LOT 2 SHIRLEY PARK, ALSO LOTS 1 THRU 9 INCL, OUTLOTS A & B, ALL VAC SHIRANN ST SHIRANN SUB, ALSO PARTS LOTS 27 THRU 34 ASSESSORS PLAT NO 11 COM N LINE BASSETT ST 163 FT W OF E LINE LOT 30, TH N 231 FT TO N LINE LOT 31, W 1.5 FT, N 165 FT, W 167.76 FT, S 66 FT, W 169.65 FT, S 197.64 FT, E 85.66 FT TO POINT 90.34 FT W OF NE COR LOT 29, S 14.91 FT, E 80.99 FT, S 117.34 FT TO N LINE BASSETT ST, E 172.3 FT TO BEG; ASSESSORS PLAT NO 11 Tax ID 33-01-01-08-126-004, and

PARTS LOTS 31, 33 & 34 COM SW COR LOT 31, TH E 125 FT, N TO S LINE LOT 34, E 169.65 FT, N 66 FT, W 283.88 FT TO E LINE LMRR, S'LY 264.03 FT ALONG R/W TO BEG; ASSESSORS PLAT NO 11 Tax ID 33-01-01-08-126-093, and

LOTS 27, 28 & W 25.7 FT LOT 29, EXC COM 9.3 FT W OF NE COR LOT 29, TH S 14.66 FT, W 80.99 FT, N 14.91 FT, E 81.04 FT TO BEG, EXC PARTS ABOVE LOTS USED AS BASSETT ST R/W ASSESSORS PLAT NO 11, Tax ID 33-01-01-08-126-082.

Approval of IFT-1-17 as requested by Cameron Tool Corporation will make certain new property investment (real property) eligible for tax abatements and/or exemptions. Further information regarding this application may be obtained from Mr. Karl Dorshimer, Lansing Economic Area Partnership, 1000 South Washington Ave., Ste. 201, Lansing, Michigan, 48910, (517) 702-3387.

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

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

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form or would like to request an informational packet, call (517) 373-2408.

To be completed by Clerk of Local Government Unit	
Signature of Clerk	Date received by Local Unit

STC Use Only	
Application Number	Date Received by STC

APPLICANT INFORMATION

All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) Cameron Tool Corporation		1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 3544	
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 1800 Bassett St. Lansing MI 48915		1d. City/Township/Village (indicate which) Lansing	1e. County Ingham
2. Type of Approval Requested ☒ New (Sec. 2(4)) ☐ Transfer (1 copy only) ☐ Speculative Building (Sec. 3(8)) ☐ Rehabilitation (Sec. 3(1)) ☐ Research and Development (Sec. 2(9))		3a. School District where facility is located Lansing	3b. School Code 33020
		4. Amount of years requested for exemption (1-12 Years) 12 years after construction	

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

This project is a facilities expansion including new building addition construction to house a 1,500 ton press, three new cranes, and a new die build bay with die build equipment. The project is a new construction addition including structural modifications.

6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	► \$2,500,000.00 Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total	► \$1,500,000.00 Personal Property Costs
6c. Total Project Costs * Round Costs to Nearest Dollar	► \$4,000,000.00 Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	Begin Date (M/D/Y)	End Date (M/D/Y)	
Real Property Improvements	► 6/20/17	1/3/18	► ☒ Owned ☐ Leased
Personal Property Improvements	► 6/20/17	1/3/18	► ☒ Owned ☐ Leased

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. ☐ Yes ☒ No

9. No. of existing jobs at this facility that will be retained as a result of this project. 83	10. No. of new jobs at this facility expected to create within 2 years of completion. 10-15
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11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

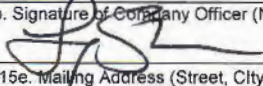
a. TV of Real Property (excluding land)	_____
b. TV of Personal Property (excluding inventory)	_____
c. Total TV	_____

12a. Check the type of District the facility is located in: ☒ Industrial Development District ☐ Plant Rehabilitation District	
12b. Date district was established by local government unit (contact local unit)	12c. Is this application for a speculative building (Sec. 3(8))? ☐ Yes ☒ No

APPLICANT CERTIFICATION - complete all boxes.

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 are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Carey Oberlin	13b. Telephone Number (517) 487-3671	13c. Fax Number (517) 487-0731	13d. E-mail Address carey.combs-oberlin@cameron
14a. Name of Contact Person Tracy Selden	14b. Telephone Number (517) 487-3671	14c. Fax Number (517) 487-0731	14d. E-mail Address seldent@camerontool.com
▶ 15a. Name of Company Officer (No Authorized Agents) Tracy Selden			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number (517) 487-0731	15d. Date 6/14/2017
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 1800 Bassett St. Laning MI 48915		15f. Telephone Number (517) 487-3671	15g. E-mail Address seldent@camerontool.com

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit ☐ Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion ☐ Yes ☐ No ☐ Denied (Include Resolution Denying)		16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable ☐ 1. Original Application plus attachments, and one complete copy ☐ 2. Resolution establishing district ☐ 3. Resolution approving/denying application. ☐ 4. Letter of Agreement (Signed by local unit and applicant) ☐ 5. Affidavit of Fees (Signed by local unit and applicant) ☐ 6. Building Permit for real improvements if project has already begun ☐ 7. Equipment List with dates of beginning of installation ☐ 8. Form 3222 (if applicable) ☐ 9. Speculative building resolution and affidavits (if applicable)	
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable ☐ 1. Notice to the public prior to hearing establishing a district. ☐ 2. Notice to taxing authorities of opportunity for a hearing. ☐ 3. List of taxing authorities notified for district and application action. ☐ 4. Lease Agreement showing applicants tax liability.			
16c. LUCI Code		16d. School Code	
17. Name of Local Government Body		▶ 18. Date of Resolution Approving/Denying this Application	

Attached hereto is an original and one copy of the application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

State Tax Commission
Michigan Department of Treasury
P.O. Box 30471
Lansing, MI 48909-7971

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

City of Lansing
Notice of Public Hearing

The Lansing City Council will hold a public hearing on Monday, October 9, 2017 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, City Assessor, other interested persons and ad valorem taxing units to appear and be heard on the approval of an Obsolete Property Rehabilitation Certificate (the "Certificate"), pursuant to and in accordance with the provisions of the Obsolete Property Rehabilitation Act, Public Act 146 of 2000, for property located at 629 West Hillsdale Street, Lansing, Michigan, but more particularly described as follows:

LOT 1 CAPITOL COMMONS URBAN RENEWAL PLAT NO 1, Ingham County, Michigan --
Parcel Number: 33-01-01-16-360-002, and

Approval of this Certificate will provide the owner or potentially the developer of property an abatement of certain property taxes for the improvements to the property noted above. Further information regarding this issue may be obtained from Karl Dorshimer, Lansing Economic Area Partnership (LEAP), 1000 S. Washington Ave., Suite 201, Lansing, MI 48910, 517-702-3387.

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

RECEIVED
2017 JUL -3 PM 3:50
LANSING CITY CLERK

JARED T. BELKA
ATTORNEY
616.752.2447
FAX 616.222.2447
jbelka@wnj.com

June 29, 2017

Mr. Chris Swope
Lansing City Clerk
City Hall
124 West Michigan Ave.
Lansing, Michigan 48933

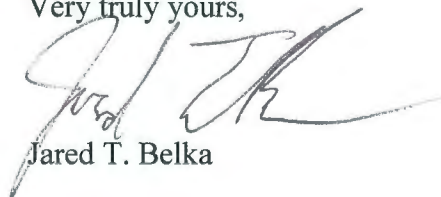
Re: **Amended Obsolete Property Rehabilitation Act (OPRA) Application for
DED Development, LLC**

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 amended Obsolete Property Rehabilitation Act Application (three copies of the Application are enclosed) for the property located at 629 W. Hillsdale Street, Lansing, Michigan. The amended application seeks approval of the additional reduction of half the school operating and state education taxes. The original application included this request but the package submitted to Treasury removed the checked box and Treasury was not able to consider this request.

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 description of the obsolete facility (year built, original use, most recent use, number of stories, square footage); (b) General description of the proposed use of the rehabilitated facility, (c) Description of the general nature and extent of the rehabilitation to be undertaken, (d) A descriptive list of the fixed building equipment that will be a part of the rehabilitated facility, (e) A time schedule for undertaking and completing the rehabilitation of the facility, (f) A statement of the economic advantages expected from the exemption. A statement from the assessor of the local unit of government, describing the required obsolescence has been met for this building, is required with each application. Rehabilitation may commence after establishment of district.

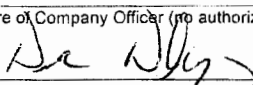
Applicant (Company) Name (applicant must be the OWNER of the facility) DED Development, LLC								
Company Mailing address (No. and street, P.O. Box, City, State, ZIP Code) 1000 W. St. Joseph, Suite 200, Lansing, Michigan 48915								
Location of obsolete facility (No. and street, City, State, ZIP 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): <table><tr><td>☒ Increase Commercial activity</td><td>☒ Retain employment</td><td>☒ Revitalize urban areas</td></tr><tr><td>☐ Create employment</td><td>☐ Prevent a loss of employment</td><td>☐ Increase number of residents in the community in which the facility is situated</td></tr></table>			☒ Increase Commercial activity	☒ Retain employment	☒ Revitalize urban areas	☐ Create employment	☐ Prevent a loss of employment	☐ Increase number of residents in the community in which the facility is situated
☒ Increase Commercial activity	☒ Retain employment	☒ Revitalize urban areas						
☐ Create employment	☐ Prevent a loss of employment	☐ Increase number of residents in the community in which the facility is situated						
Indicate the number of jobs to be retained or created as a result of rehabilitating the facility, including expected construction employment <u>11</u>								
Each year, the State Treasurer may approve 25 additional reductions of half the school operating and state education taxes for a period not to exceed six years. Check the following box if you wish to be considered for this exclusion. ☒								

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 with the provisions of Public Act 146 of 2000, as amended, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Obsolete Property Rehabilitation Exemption Certificate by the State Tax Commission.

Name of Company Officer (no authorized agents) 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) 		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
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FOR STATE TAX COMMISSION USE

Application Number	Date Received	LUCI Code
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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.
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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

Fire Station #3 and 629 W. Hillsdale, Lansing, MI (Parcel Identification No. 33-01-01-16-360-002), more particularly described on as follows ("Property"):

Lot 1, Capitol Commons Urban Renewal Plan No.1, part of the Southwest $\frac{1}{4}$ of Section 16, T4N, R2W, City of Lansing, Ingham County, MI.

Supplemental Information for OPRA Application

A. General description of the obsolete facility (year built, original use, most recent use, number of stories, square footage)

The proposed property is located at 629 W. Hillsdale Street, Lansing. The 2 story, 6,527sf building was built in 1953 and historically used as a fire station until it was shuttered in July, 2010.

B. General description of the proposed use of the rehabilitated facility

DED Development, LLC is proposing to rehabilitate and repurpose the building to serve as the permanent headquarters for Kindsvatter Dalling & Associates ("KD&A"). The Project will include space for daily work activities and also provide space for meetings, receptions and training.

C. Description of the general nature and extent of the rehabilitation to be undertaken

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.

D. A descriptive list of the fixed building equipment that will be a part of the rehabilitated facility

It is expected that the following equipment will be replaced or repaired as a result of the proposed rehabilitation:

- Plumbing	\$25,000
- Electrical	\$25,000
- HVAC System, Exposed Duct Work	\$78,000

E. A time schedule for undertaking and completing the rehabilitation of the facility

KD&A hopes to begin upgrades to the building in early 2017 and rehabilitation should be completed by late 2017.

F. A statement of the economic advantages expected from the exemption

Rehabilitation of the current functionally obsolete building will generate long term property taxes from a building not currently on tax rolls as well as income taxes from the jobs created.

G. Legal Description of Property

See Attached

Property Legal Description

Address: 629 W. Hillsdale Street
Lansing, MI 48933

Legal:

Fire Station #3 and 629 W. Hillsdale, Lansing, MI (Parcel Identification No. 33-01-01-16-360-002), more particularly described on as follows ("Property"):

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.

Project Costs And Phasing

New Asphalt Pad Front Parking Lot **\$33,825**

Interior and Exterior Masonry Repair **\$85,000**

-Exterior: Repoint defective joints; cut out cracked/deteriorated bricks and reconstruct; replace, prime and paint lintels; clean building with detergent. Interior: Remove masonry for door openings and install load bearing girder; repoint interior cracks as needed.

New Roof for Entire Building **\$34,000**

- Remove roofing materials down to the decking; install tapered foam roof panels; drains; install new 60 mil EPDM membrane; flash all drains; parapet walls; ect with EPDM; counter flash with metal; 15 year warranty.

New Interior and Exterior doors **\$7,000**

- Steel exterior doors to replace existing steel doors; new aluminum/glass entry door; patio door to the roof. Interior doors solid core wood commercial door.

Garage Doors (2) **\$13,000**

- 10' X 12' Mil aluminum finish frame; full view glass door panels with operators installed.

Replace Broken Windows **\$6,000**

- Atrium Low-E vinyl windows similar to existing; remove broken windows (4), install new.

Finished Flooring, First and Second Level

\$65,000

- Garage area to be made flat; concrete with epoxy type decorative coating; LVT throughout the entry, conference room and kitchenettes; ceramic tiles for the bathrooms; terazzo reconstruction.

Kitchenette, First and Second Level

\$19,000

- Cabinetry; solid surface tops; double bowl sinks; LVT flooring

Bathrooms

\$20,000

- (4) New baths; ADA compliant main floor; porcelain fixtures; ceramic tile flooring; stainless grab rails; solid core wood doors.

Plumbing

\$25,000

- His and hers bathroom on both the first floor and second floor; all porcelain fixtures, stainless grabrails; ADA compliant; mop sink in mechanical room, drinking fountain in open office area; double bowl sinks in kitchenettes; Pex water supply and PVC drains; allowance for concrete boring; 40 gallon water heater; permit.

Electrical

\$25,000

- All wiring as needed; sleeves for data; occupancy sensors; emergency egress lights; decorative lighting installed; permit.

HVAC System, Exposed Duct Work

\$78,000

- Three roof top units; smoke detectors; bath exhaust fans; gas piping permit; thermostats and air balance.

Demolition, Cleaning and Disposal

\$19,000

- Create spaces; remove partition walls; supply means of disposal; job site clean up; final cleaning before occupancy.

Carpentry and Drywall

\$28,000

- Construct walls and spaces as needed; shoring, alterations, drywall ceilings and walls; reconstruct plaster areas.

Stairway To Roof Patio Area With Railing On Parapet

\$11,000

- New mil finish aluminum/glass storefront door; black iron landing and stair railing; black iron rail on parapet for code height.

Lead and Asbestos Remediation

\$63,175

Remove all hazardous materials

Furniture Purchase

\$90,000

- New Conference table(s) and chairs; cubicle work stations; roof furniture; custom built desk and cabinetry and display hutch.

Contingency

\$28,000

Building Purchase

\$125,000

Total

\$775,000



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



**CLEANER
GREENER**

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

**CITY OF LANSING
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a Public Hearing will be held on Monday, October 9, 2017 at 7:00 p.m. in the City Council Chambers, 10th Floor Lansing City Hall, 124 W. Michigan Ave., Lansing, MI for the purpose of considering:

An Ordinance of the City of Lansing, Michigan to amend Section 206.05 of The City Of Lansing Codified Ordinances to provide for sole source procurement of supplies, services, or construction items and setting the criteria for such procurement

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

Chris Swope, Lansing City Clerk
www.lansingmi.gov/Clerk

www.facebook.com/LansingClerkSwope

DRAFT

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN TO AMEND SECTION 206.05 OF THE CITY OF LANSING CODIFIED ORDINANCES TO PROVIDE FOR SOLE SOURCE PROCUREMENT OF SUPPLIES, SERVICES, OR CONSTRUCTION ITEMS AND SETTING THE CRITERIA FOR SUCH PROCUREMENT

THE CITY OF LANSING ORDAINS:

SECTION ONE: Section 206.05 of Part 2, Title 2, Chapter 206 of the City of Lansing Codified Ordinances is amended to read as follows:

206.05. - Sole source procurement.

(a) A contract for supplies, services or construction items may be awarded by the Mayor or Director, whoever is applicable, without competitive sealed bids when the Director, HAVING PERFORMED A WRITTEN ANALYSIS WITH FINDINGS PURSUANT TO THIS SECTION, determines, after conducting a good faith review of available sources AND APPLYING THE CRITERIA SET FORTH IN Section 206.05 (C), that there is only one source for supplying the requested supply, service or construction item AND NO OTHER REASONABLE ALTERNATIVE SOURCE EXISTS. The Director, along with a representative from the requesting using agency, shall conduct negotiations as appropriate. The written documentation shall be available for public inspection in the Finance Department.

(b) The sole source procurement shall be made at the lowest obtainable price and the Mayor OR DIRECTOR shall submit a WRITTEN report, INCLUDING THE ANALYSIS AND FINDINGS REQUIRED IN SECTION 206.05, ~~At the time~~ WITHIN THIRTY DAYS FROM THE DATE the transaction is ~~made~~ CONSUMMATED, to the City Clerk and CITY Council identifying ~~the number of~~ sole source procurement contracts equal to or in excess of \$15,000.00 awarded by the City, the name of the firm(S) involved, and the prices the contracts were awarded for.

(C) THE CRITERIA TO BE FOLLOWED BY THE DIRECTOR IN DETERMINING THAT THERE IS ONLY ONE SOURCE FOR SUPPLYING THE REQUESTED SUPPLY, SERVICE, OR CONSTRUCTION ITEM ARE:

(1) SPECIAL FEATURES ARE REQUIRED; OR

(2) SPECIAL MARKET CONDITIONS EXIST; OR

(3) SPECIAL SERVICES OR FACILITIES ARE REQUIRED; OR

(4) THE SOURCE IS UNIQUE OR SPECIAL IN NATURE; OR

(5) THE SOURCE IS LIMITED OR PROPRIETARY; OR

(6) SALES TERRITORIES OR PRODUCT AVAILABILITY WITHIN LIMITED GEOGRAPHICAL BOUNDARIES REQUIRE SOLE SOURCE PROCUREMENT; OR

(7) WHERE STANDARDIZATION OR COMPATIBILITY IS THE OVERRIDING CONSIDERATION AND SUCH COMPATABILITY OR STANDARDIZATION CAN ONLY BE ACHIEVED THROUGH THE PURCHASE OR USE OF A UNIQUE PRODUCT; OR

(8) WHERE A PRODUCT OR SERVICE IS SPECIFICALLY IDENTIFIED AS PART OF A GRANT AWARD.

(D) THIS SECTION IS SUBJECT TO SECTION 206.17., UNAUTHORIZED PURCHASES.

DRAFT

1 SECTION 2. All ordinances, resolutions or rules, parts of ordinances, resolutions or rules,
2 inconsistent with the provisions hereof are hereby repealed in their entirety and shall be void
3 and of no effect.

4 SECTION 3. Should any section, clause or phrase of this Ordinance be declared to be invalid,
5 the same shall not affect the validity of the ordinance as a whole, or any part thereof, other
6 than the part declared to be invalid.

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

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

WHEREAS, Rev. Sater visited Lansing, Michigan in January of 1911, again in 1915, and off and on in the spring of 1917. He found Scandinavian Lutherans were holding church services in their homes. Lansing had a great number of Scandinavian people, so the Conference (Augustana) decided to start a mission field. The first Swedish service by an Augustana Lutheran pastor was held at Central Methodist Church on October 28, 1917; and

WHEREAS, Rev. Sater accepted the call from the Augustana Conference and began work as the resident pastor in August of 1918. Pastor Sater had no car. He walked or rode a bicycle. Sunday morning services were held in the Seventh Day Adventist Church or at the Maccabees Hall; weekday services were held in the homes, many times with worshipers sitting on planks on boxes. Services were spoken in Swedish or Norwegian; and

WHEREAS, five lots, located at the corner of North Logan and West Lapeer Streets, were purchased for \$6,000.00. Basement excavation began October 16, 1922. On August 12, 1923 the cornerstone was laid; and

WHEREAS, Pastor Sater retired In 1930 at the age of 75,. Pastor Kron served from 1930 - 1937. The third pastor was Amos T. Lundquist who served from 1938 – 1942, while he was pastor, the name of the church was changed to Grace Lutheran Church. With Pastor Lundquist, the church parsonage was finally built by church members during the summer of 1938 at 1017 West Lapeer. Pastor Lundquist served Grace Church for 4 years and left to enlist as a chaplain in the Navy. John E. Johnson was called to be the fourth resident pastor. John E. Johnson had changed his name and returned to Grace Lutheran as Pastor John E. Breck on August 12, 1944. He served until 1959.

WHEREAS, with the help of a 100 foot boom crane used to support the trusses, the new sanctuary construction was completed by October 15, 1949. The sanctuary was dedicated on Palm Sunday April 2, 1950 after worshiping in the basement for 27 years; and

WHEREAS, in 1955 the church was able to burn the mortgage on the sanctuary and approved an \$85,000.00 Parish Center addition to provide Sunday School classrooms, nursery, administrative offices, library-classroom, organization room, choir rehearsal room, storage and restroom facilities. Groundbreaking for the new center was held on May 22, 1955. And by May 6, 1956, the dedication for the new parish center was held; and

WHEREAS, Pastor C. Oscar Leonardson arrived in 1960 and served until 1970. In January, 1961, the Church hosted the newly elected 40th state governor John B. Swainson at a 7:30 AM service before he and his family attended inauguration festivities later in the day. Also attending that service was G. Mennon "Soapy" Williams, outgoing governor; and

WHEREAS, April 13, 1969, Grace Church issued a call for an assistant pastor. Larry Foster, was ordained May 20th and began serving on July 1, 1969 as an assistant pastor. Larry entered the ministry after a career with the Detroit Tigers; and

WHEREAS, Pastor Alan W. Kamens was called to the Church on February 8, 1976. Grace Lutheran members and friends have remained busy and involved from the late 1970's to successfully preserve the neighborhood from a highway development that would have displaced many families and divided the community. They also started a tutoring program for neighborhood children in the mid 1980's. Grace supports a summer day camp for church and community youth for one week each summer. Themes have included studying people and cultures from Scandinavian countries and Australia. Participants also are involved in art activities, field trips and swimming events. Each day closes with a meal; and

WHEREAS, Pastor Dan - or "Dan" - came to Michigan and to Grace Lutheran in 2005 from northern Illinois and currently serves as Pastor; and

WHEREAS, Grace Lutheran Church was and remains an active participant in the Greater Lansing Housing Coalition and Habitat for Humanity, serving the neighborhood of the church by participating in building or rehabilitating existing homes for a lease to purchase program serving lower income families.

THEREFORE BE IT RESOLVED that the Lansing City Council wishes to congratulate Grace Lutheran Church on their 100th Anniversary and for their years of service to the Lansing community. We thank them for vision in serving our community with worship, tutoring classes,

personal needs closet, outreach with Greater Lansing Food Bank, Greater Lansing Housing Coalition, community garden, North/West Initiative and opening your doors to a number of community organization. As Christ so build His church on the solid rock may this church continue to thrive with the blood of Jesus Christ.

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

WHEREAS, the City of Lansing's Office of Financial Empowerment was awarded a \$2,370,620.00, 5-year contract from the State of Michigan for Offender Success Administrative Agency Services for Region 7 of the State of Michigan, which includes Ingham, Clinton and Eaton Counties;

WHEREAS, the Offender Success Administrative Agency (which will be the City of Lansing Office of Financial Empowerment) is responsible for managing sub-contractual services including housing, social services, transportation, and behavioral health; is responsible for the receipt of and payment of invoices to said subcontractors; participates in the Region 7 Steering Team and Advisory Council meetings; and participates in prison in-reach meetings;

WHEREAS, the State of Michigan awarded \$2,370,620.00 to the City of Lansing for the period of October 1, 2017 to March 31, 2022;

WHEREAS, the award for \$2,370,620.00 does not require a local match and creates a full-time, temporary contractual position at up to 40 hours per week; as well as an intern position of 10 or more hours per week which will be a paid internship; and

WHEREAS, Offender Success is a statewide model in which each of the 10 prosperity regions is assigned an Administrative Agency; the vision of the Michigan Offender Success Model is that every offender released from prison will have the tools needed to succeed in the community and the opportunity to utilize those tools to be productive, self-sufficient citizens; and the mission of the Michigan Offender Success Model is to reduce crime by implementing a seamless plan of services, supervision, and opportunities developed with each offender and delivered through state and regional collaboration with the goal of obtaining employment and self-sufficiency; the mission is accomplished by targeting service provision to meet the identified needs of returning offenders, thereby reducing their risk of recidivism and enhancing their employment opportunities.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the Offender Success Administrative Agency Services Contract in the total amount of \$2,370,620.00 for the grant period beginning October 1, 2017 and ending March 31, 2022 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

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, appropriates the following donation amounts received for Police Department programs:

General Fund Revenues

From Fund Balance (FY 2017 Donations)

\$7,394.00

Total Revenues

\$7,394.00

General Fund Expenditures

Police Department Operating

\$7,394.00

Total Expenditures

\$7,394.00

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

WHEREAS, Lansing Police Department has submitted application for a project renewal grant to the State of Michigan Auto Theft Prevention Authority (ATPA) for the federal fiscal year period 2018 for the prevention, investigation, recovery and prosecution of Lansing-specific auto thefts;

WHEREAS, the total project cost equals \$140,476 (50% ATPA renewal grant funds of \$70,238, and 50% local matching funds of \$70,238) and will be used for the salary, overtime, and fringe benefit costs, field and office operating costs, and leased vehicle costs of one (1) full-time equivalent detective position;

WHEREAS, in order to keep auto theft incidence at a low level, the Lansing Police Department (LPD) provides detective resources in addition to the federally-supported detective project; and

WHEREAS, the local match funds budgeted in the FY2018 Lansing Police Department budget are sufficient to meet the requirements of this renewal grant.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the auto theft prevention renewal grant in the total amount of \$140,476 (\$70,238 ATPA, \$70,238 city match) for the federal fiscal year 2018 grant period (October 1, 2017 through September 30, 2018) to fund the associated costs of one (1) full-time equivalent detective position;

BE IT FURTHER RESOLVED, if federal grantor regulations allow recovery of related administrative costs, appropriate steps may be taken to secure payment; and

BE IT FINALLY RESOLVED, that 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.

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Resolution #2018 - ____

INTRODUCTION OF ORDINANCE TO AMEND CHAPTER 1300

Council Member Brown Clarke introduced:

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO AMEND CHAPTER 1300 OF THE LANSING CODIFIED ORDINANCES; TO RECOGNIZE NEW TYPES OF MEDICAL MARIHUANA ESTABLISHMENTS AUTHORIZED UNDER THE MICHIGAN MARIHUANA FACILITIES LICENSING ACT, MCL § 333.27101, ET. SEQ.; TO UPDATE LAND USE AND ZONING REQUIREMENTS; TO PROTECT THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE CITY OF LANSING AND ITS NEIGHBORHOODS.

The Ordinance is read a first time by its title and referred to the Committee as a Whole:

RESOLUTION SETTING PUBLIC HEARING

By Council Member Brown Clarke

RESOLVED BY THE CITY COUNCIL, CITY OF LANSING, that a public hearing set for Monday, October 30, 2017 at 7:00 p.m. in the City Council Chambers, 10th Floor Lansing City Hall, 124 W. Michigan Avenue, Lansing Michigan for the purpose of considering an Ordinance of the City of Lansing, Michigan to amend Chapter 1300 of the Lansing Codified Ordinances.

Interested Persons are invited to attend this Public Hearing.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO AMEND
CHAPTER 1300 OF THE LANSING CODIFIED ORDINANCES; TO RECOGNIZE NEW
TYPES OF MEDICAL MARIHUANA ESTABLISHMENTS AUTHORIZED UNDER THE
MICHIGAN MARIHUANA FACILITIES LICENSING ACT, MCL § 333.27101, ET. SEQ.;
TO UPDATE LAND USE AND ZONING REQUIREMENTS; TO PROTECT THE PUBLIC
HEALTH, SAFETY, AND WELFARE OF THE CITY OF LANSING AND ITS
NEIGHBORHOODS.

THE CITY OF LANSING ORDAINS:

Section 1. That Chapter 1300 of the Codified Ordinances of the City of Lansing,
Michigan, entitled Medical Marihuana Establishments be and is hereby amended to read as
follows:

CHAPTER 1300. - MEDICAL MARIHUANA ESTABLISHMENTS

1300.01. - DEFINITIONS.

FOR THE PURPOSES OF THIS CHAPTER:

(A) ANY TERM DEFINED BY THE MICHIGAN MEDICAL MARIHUANA ACT, MCL 333.26421 ET
SEQ., SHALL HAVE THE DEFINITION GIVEN IN THE MICHIGAN MEDICAL MARIHUANA
ACT. ANY TERM DEFINED BY THE MEDICAL MARIHUANA FACILITIES LICENSING ACT,
MCL 333.27101, ET. SEQ., SHALL HAVE THE DEFINITION GIVEN IN THE ACT.

(B) ANY TERM DEFINED BY 21 USC 860(E) SHALL HAVE THE DEFINITION GIVEN BY 21 USC
860(E).

(C) THE FOLLOWING TERMS SHALL HAVE THE DEFINITIONS GIVEN:

CHANGE IN THE IDENTITY MEANS EITHER (A) WITH RESPECT TO AN INDIVIDUAL,
SUBSTITUTION OF ANOTHER INDIVIDUAL OR ANY OTHER ENTITY; OR (B) WITH
RESPECT TO ANY ENTITY OTHER THAN AN INDIVIDUAL, THE ELIMINATION OR
REPLACEMENT OF EVERY STAKEHOLDER.

~~EXISTING MMEDICAL MARIHUANA ESTABLISHMENT MEANS A MEDICAL MARIHUANA
ESTABLISHMENT IDENTIFIED IN CHAPTER 876 OF THE LANSING CODIFIED
ORDINANCES, PRIOR TO REPEAL BY THIS ORDINANCE, AS BEING IN OPERATION ON
OR BEFORE DECEMBER 8, 2010. MEANS ANY TYPE OF MARIHUANA OPERATION
PERMITTED UNDER STATE LAW INCLUDING MEDICAL MARIHUANA PROVISIONING~~

CENTER, MEDICAL MARIHUANA GROWER FACILITY, MEDICAL MARIHUANA SAFETY COMPLIANCE FACILITY, MEDICAL MARIHUANA PROCESSOR FACILITY, AND MEDICAL MARIHUANA SECURE TRANSPORTER AS DEFINED IN THE MARIHUANA FACILITIES LICENSING ACT, MCL 333.27101, ET. SEQ.

~~MEDICAL MARIHUANA ESTABLISHMENT MEANS ANY NONRESIDENTIAL LAND USE INVOLVING THE GROWTH OR DISTRIBUTION OF MARIHUANA.~~

STAKEHOLDER MEANS, WITH RESPECT TO A LIMITED LIABILITY COMPANY, AN EMPLOYEE, A MANAGER OR A MEMBER, AND, WITH RESPECT TO A CORPORATION, WHETHER PROFIT OR NON-PROFIT, AN EMPLOYEE, AN OFFICER, DIRECTOR, MEMBER, OR SHAREHOLDER.

(ORD. NO. 1168, § 1, 6-27-11)

1300.02. - OPERATION WITHOUT LICENSE PROHIBITED.

(A) NO PERSON SHALL OPERATE A MEDICAL MARIHUANA ESTABLISHMENT IN THE CITY WITHOUT FIRST OBTAINING A LICENSE ~~FOR THE LOCATION TO DO SO~~ FROM THE CITY CLERK.

(B) THE CITY CLERK MAY ISSUE LICENSES FOR MEDICAL MARIHUANA ESTABLISHMENTS ONLY TO INDIVIDUALS, LIMITED LIABILITY COMPANIES, AND CORPORATIONS, WHETHER PROFIT OR NONPROFIT. THE TERM OF EACH LICENSE SHALL BE ONE YEAR. COUNCIL SHALL ESTABLISH, BY RESOLUTION, ~~AN APPROPRIATE LICENSE FEE AND~~ A MAXIMUM NUMBER OF LICENSES TO BE ISSUED BY THE CITY CLERK.

(C) THE MAXIMUM NUMBER OF LICENSED LOCATIONS SHALL BE FORTY-EIGHT (48).

(D) IF PERMISSIBLE UNDER STATE LAW, MULTIPLE MEDICAL MARIHUANA ESTABLISHMENT LICENSES MAY BE APPROVED AND ISSUED FOR THE SAME LOCATION.

(ORD. NO. 1168, § 1, 6-27-11)

1300.03. - LICENSE APPLICATIONS.

(A) APPLICATION FOR A LICENSE REQUIRED BY THIS CHAPTER SHALL BE MADE IN WRITING TO THE CITY CLERK AT LEAST 30 DAYS PRIOR TO (1) COMMENCING OPERATION OF A MEDICAL MARIHUANA ESTABLISHMENT; OR (2) THE EXPIRATION OF AN EXISTING LICENSE. EXISTING MEDICAL MARIHUANA ESTABLISHMENTS SHALL MAKE APPLICATION FOR A LICENSE REQUIRED BY THIS CHAPTER IN WRITING TO THE CITY CLERK WITHIN TEN DAYS OF THE EFFECTIVE DATE OF THIS CHAPTER.

(B) AN APPLICATION FOR A LICENSE REQUIRED BY THIS CHAPTER SHALL CONTAIN THE FOLLOWING:

(1) THE APPROPRIATE NONREFUNDABLE LICENSE FEE IN THE AMOUNT OF FIVE THOUSAND DOLLARS (\$5,000)~~SET BY COUNCIL RESOLUTION;~~

(2) IF THE APPLICANT IS AN INDIVIDUAL, THE APPLICANT'S NAME, DATE OF BIRTH, PHYSICAL ADDRESS, EMAIL ADDRESS, AND ONE OR MORE PHONE NUMBERS, INCLUDING EMERGENCY CONTACT INFORMATION;

(3) IF THE APPLICANT IS NOT AN INDIVIDUAL, THE NAMES, DATES OF BIRTH, PHYSICAL ADDRESSES, EMAIL ADDRESSES, AND ONE OR MORE PHONE NUMBERS OF EACH STAKEHOLDER OF THE APPLICANT, INCLUDING DESIGNATION OF A STAKEHOLDER AS AN EMERGENCY CONTACT PERSON AND CONTACT INFORMATION FOR THE EMERGENCY CONTACT PERSON;

- 1 (4) THE NAME AND ADDRESS OF THE PROPOSED MEDICAL MARIHUANA
2 ESTABLISHMENT AND ANY ADDITIONAL CONTACT INFORMATION DEEMED
3 NECESSARY BY THE CITY CLERK;
- 4 (5) FOR THE APPLICANT AND FOR EACH STAKEHOLDER OF THE APPLICANT, AN
5 AFFIRMATION THAT HE OR SHE HAS NOT BEEN CONVICTED OF OR PLED GUILTY TO A
6 FELONY ~~INVOLVING CONTROLLED SUBSTANCES~~ WITHIN THE ~~TEN SEVEN~~ YEARS OR
7 DISQUALIFYING MISDEMEANOR WITHIN THE FIVE YEARS, AS DEFINED UNDER MCL §
8 333.27402, PRECEDING THE DATE OF APPLICATION;
- 9 (6) ONE OF THE FOLLOWING: (A) PROOF OF OWNERSHIP OF THE ENTIRE PREMISES
10 WHEREIN THE MEDICAL MARIHUANA ESTABLISHMENT IS TO BE OPERATED; OR (B)
11 WRITTEN CONSENT FROM THE PROPERTY OWNER FOR USE OF THE PREMISES IN A
12 MANNER REQUIRING LICENSURE UNDER THIS CHAPTER ALONG WITH A COPY OF THE
13 LEASE FOR THE PREMISES;
- 14 (7) PROOF OF AN INSURANCE POLICY COVERING THE MEDICAL MARIHUANA
15 ESTABLISHMENT AND NAMING THE CITY AS AN ADDITIONAL INSURED PARTY,
16 AVAILABLE FOR THE PAYMENT OF ANY DAMAGES ARISING OUT OF AN ACT OR
17 OMISSION OF THE APPLICANT OR ITS STAKEHOLDERS, AGENTS, EMPLOYEES, OR
18 SUBCONTRACTORS, IN THE AMOUNT OF (A) AT LEAST \$1,000,000.00 FOR PROPERTY
19 DAMAGE; (B) AT LEAST \$1,000,000.00 FOR INJURY TO ONE PERSON; AND (C) AT LEAST
20 \$2,000,000.00 FOR INJURY TO TWO OR MORE PERSONS RESULTING FROM THE SAME
21 OCCURRENCE;
- 22 (8) A SECURITY PLAN MEETING THE REQUIREMENTS OF THIS CHAPTER;
- 23 (9) A FLOOR PLAN OF THE PREMISES ON WHICH THE MEDICAL MARIHUANA
24 ESTABLISHMENT IS TO BE OPERATED;
- 25 (10) AN AFFIDAVIT THAT NEITHER THE APPLICANT NOR ANY STAKEHOLDER OF THE
26 APPLICANT IS IN DEFAULT TO THE CITY;
- 27 ~~(11) AN AFFIDAVIT THAT AT LEAST ONE PRIMARY CAREGIVER IS TO BE INVOLVED IN~~
28 ~~DISTRIBUTION OR GROWTH OF MARIHUANA AT THE MEDICAL MARIHUANA~~
29 ~~ESTABLISHMENT.~~
- 30 (C) UPON RECEIPT OF A COMPLETED APPLICATION MEETING THE REQUIREMENTS OF THIS
31 CHAPTER AND CONFIRMATION THAT THE NUMBER OF EXISTING LICENSES DOES NOT
32 EXCEED THE MAXIMUM NUMBER ESTABLISHED BY RESOLUTION PURSUANT TO
33 SUBSECTION 1300.02(B), THE CITY CLERK SHALL REFER A COPY OF THE APPLICATION TO
34 EACH OF THE FOLLOWING FOR THEIR APPROVAL: THE CITY ATTORNEY, THE POLICE
35 DEPARTMENT, THE FIRE DEPARTMENT, THE BUILDING SAFETY OFFICE, THE ZONING
36 ADMINISTRATOR, AND THE CITY TREASURER.
- 37 (D) NO APPLICATION SHALL BE APPROVED UNLESS:
 - 38 (1) THE FIRE DEPARTMENT AND THE BUILDING SAFETY OFFICE HAVE INSPECTED THE
39 PROPOSED LOCATION FOR COMPLIANCE WITH ALL LAWS FOR WHICH THEY ARE
40 CHARGED WITH ENFORCEMENT;
 - 41 (2) THE APPLICANT AND EACH STAKEHOLDER OF THE APPLICANT HAVE PASSED A
42 BACKGROUND CHECK CONDUCTED BY THE POLICE DEPARTMENT;
 - 43 (3) THE ZONING ADMINISTRATOR HAS CONFIRMED THAT THE PROPOSED LOCATION
44 COMPLIES WITH THE ZONING CODE;
 - 45 (4) THE CITY TREASURER HAS CONFIRMED THAT THE APPLICANT AND EACH
46 STAKEHOLDER OF THE APPLICANT ARE NOT IN DEFAULT TO THE CITY.
- 47 (E) IF WRITTEN APPROVAL IS GIVEN BY EACH INDIVIDUAL OR DEPARTMENT IDENTIFIED IN
48 SUBSECTION (C), THE CITY CLERK SHALL EVALUATE, SCORE, AND RANK EACH

1 APPLICATION BASED UPON CAPITAL INVESTMENT, ECONOMIC DEVELOPMENT, AND JOB
2 CREATION CRITERIA AND MAY ALLOCATE LICENSES AMONG THE FIVE CATEGORIES OF
3 MEDICAL MARIHUANA ESTABLISHMENTS BASED UPON THE AFOREMENTIONED CRITERIA.
4 ISSUE A LICENSE TO THE APPLICANT. THE CLERK IS AUTHORIZED TO CONSTRUCT AND
5 APPLY EVALUATION PROCEDURES, PROCESSES, AND TECHNIQUES IN CONNECTION WITH
6 THE CLERK'S EVALUATION, SCORING, AND RANKING AND MAY ENGAGE PROFESSIONAL
7 EXPERTISE IN CONNECTION THEREWITH. IN THE EVENT OF A TIE, THE CLERK MAY USE
8 RANDOM DRAW.

9 (F) LICENSES ISSUED UNDER THIS CHAPTER ARE ~~NON~~TRANSFERABLE, BUT ANY TRANSFER
10 WILL BE TREATED AS A NEW APPLICATION UNDER THIS CHAPTER; A CHANGE IN THE
11 MEDICAL MARIHUANA ESTABLISHMENT'S LOCATION OR A CHANGE IN THE IDENTITY OF
12 THE LICENSEHOLDER SHALL BE DEEMED A TRANSFER UNDER THIS CHAPTER AND SHALL
13 BE PROHIBITED.

14 (G) LICENSEES SHALL REPORT ANY OTHER CHANGE IN THE INFORMATION REQUIRED BY
15 SUBSECTION (B) TO THE CITY CLERK WITHIN TEN DAYS OF THE CHANGE. FEES SHALL BE
16 SET BY COUNCIL RESOLUTION FOR ANY STAKEHOLDER ADDED AFTER THE ORIGINAL
17 APPLICATION IS FILED.

18 (ORD. NO. 1168, § 1, 6-27-11)

19 1300.04. - DENIAL AND REVOCATION.

20 (A) A LICENSE ISSUED UNDER THIS CHAPTER MAY BE REVOKED AFTER AN ADMINISTRATIVE
21 HEARING AT WHICH THE CITY CLERK DETERMINES THAT ANY GROUNDS FOR
22 REVOCATION UNDER SUBSECTION (B) EXIST. NOTICE OF THE TIME AND PLACE OF THE
23 HEARING AND THE GROUNDS FOR REVOCATION MUST BE GIVEN TO THE LICENSEE AT
24 LEAST FIVE DAYS PRIOR TO THE DATE OF THE HEARING, BY FIRST CLASS MAIL TO THE
25 ADDRESS GIVEN ON THE LICENSE APPLICATION OR ANY ADDRESS PROVIDED PURSUANT
26 TO SUBSECTION 1300.03(G).

27 (B) A LICENSE APPLIED FOR OR ISSUED UNDER THIS CHAPTER MAY BE DENIED OR
28 REVOKED ON ANY OF THE FOLLOWING BASES:

29 (1) VIOLATION OF THIS CHAPTER;

30 (2) COMMISSION OF FRAUD OR MISREPRESENTATION OR THE MAKING OF A FALSE
31 STATEMENT BY THE APPLICANT DURING THE APPLICATION PROCESS;

32 (3) ANY CONVICTION FOR OR GUILTY PLEA TO A FELONY INVOLVING A DISQUALIFYING
33 FELONY OR MISDEMEANOR CONTROLLED SUBSTANCES BY THE APPLICANT OR ANY
34 STAKEHOLDER OF THE APPLICANT OCCURRING: (A) WITHIN THE TEN SEVEN YEARS
35 PRECEDING THE DATE OF APPLICATION OR THE DATE OF BECOMING A
36 STAKEHOLDER, WHICHEVER OCCURS LATER; OR (B) WHILE LICENSED UNDER THIS
37 CHAPTER.

38 (4) COMMISSION OF FRAUD OR MISREPRESENTATION OR THE MAKING OF A FALSE
39 STATEMENT BY THE APPLICANT OR ANY STAKEHOLDER OF THE APPLICANT WHILE
40 ENGAGING IN ANY ACTIVITY FOR WHICH THIS CHAPTER REQUIRES A LICENSE.

41 (5) FAILURE OF THE LICENSEE OR MEDICAL MARIHUANA ESTABLISHMENT TO OBTAIN OR
42 MAINTAIN A LICENSE OR APPROVAL FROM THE STATE PURSUANT TO THE MEDICAL
43 MARIHUANA FACILITIES LICENSING ACT; OR

44 (6) THE MEDICAL MARIHUANA ESTABLISHMENT IS DETERMINED BY THE CITY OF
45 LANSING TO HAVE BECOME A PUBLIC NUISANCE OR IS OPERATING IN A MANNER
46 DETRIMENTAL TO THE PUBLIC HEALTH, SAFETY OR WELFARE.

(ORD. NO. 1168, § 1, 6-27-11)

1300.05. - OPERATION OF MEDICAL MARIHUANA ESTABLISHMENTS.

(A) NO MEDICAL MARIHUANA ESTABLISHMENT SHALL BE OPEN BETWEEN THE HOURS OF 11:00 P.M. AND 7:00 A.M.

(B) NO MEDICAL MARIHUANA ESTABLISHMENT SHALL PERMIT A PERSON UNDER THE AGE OF 18 ON ITS PREMISES UNLESS THE PERSON IS (1) A QUALIFYING PATIENT WHO IS REGISTERED WITH THE MICHIGAN DEPARTMENT OF COMMUNITY HEALTH; OR (2) ACCOMPANIED BY A PARENT OR LEGAL GUARDIAN.

(C) NO CONSUMPTION OF MARIHUANA OR MARIHUANA INFUSED PRODUCTS SHALL BE PERMITTED ON THE PREMISES OF A MEDICAL MARIHUANA ESTABLISHMENT, AND A SIGN SHALL BE POSTED ON THE PREMISES OF EACH MEDICAL MARIHUANA ESTABLISHMENT INDICATING THAT CONSUMPTION IS PROHIBITED ON THE PREMISES.

(D) MEDICAL MARIHUANA ESTABLISHMENTS SHALL CONTINUOUSLY MONITOR THE ENTIRE PREMISES ON WHICH THEY ARE OPERATED WITH SECURITY CAMERAS. THE RECORDINGS SHALL BE MAINTAINED IN A SECURE, OFF-SITE LOCATION FOR A PERIOD OF 14 DAYS.

(E) ANY USABLE MARIHUANA REMAINING ON THE PREMISES OF A MEDICAL MARIHUANA ESTABLISHMENT WHILE THE MEDICAL MARIHUANA ESTABLISHMENT IS NOT IN OPERATION SHALL BE SECURED IN A SAFE PERMANENTLY AFFIXED TO THE PREMISES.

(F) ANY DRIVE-THROUGH WINDOW ON THE PREMISES OF A MEDICAL MARIHUANA ESTABLISHMENT SHALL HAVE BEEN PART OF A SITE PLAN APPROVED BY THE PLANNING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT. ~~PRIOR TO THE EFFECTIVE DATE OF THIS CHAPTER.~~

(G) NO MEDICAL MARIHUANA ESTABLISHMENT SHALL BE OPERATED IN A MANNER CREATING NOISE, DUST, VIBRATION, GLARE, FUMES, OR ODORS DETECTABLE TO NORMAL SENSES BEYOND THE BOUNDARIES OF THE PROPERTY ON WHICH THE MEDICAL MARIHUANA ESTABLISHMENT IS OPERATED.

(H) THE LICENSE REQUIRED BY THIS CHAPTER SHALL BE PROMINENTLY DISPLAYED ON THE PREMISES OF A MEDICAL MARIHUANA ESTABLISHMENT.

(I) DISPOSAL OF MARIHUANA SHALL BE ACCOMPLISHED IN A MANNER THAT PREVENTS ITS ACQUISITION BY ANY PERSON WHO MAY NOT LAWFULLY POSSESS IT AND OTHERWISE IN CONFORMANCE WITH STATE LAW.

(J) ALL MARIHUANA DELIVERED TO A PATIENT SHALL BE PACKAGED AND LABELED AS PROVIDED IN THIS CHAPTER. THE LABEL SHALL INCLUDE:

(1) A UNIQUE ALPHANUMERIC IDENTIFIER FOR THE PERSON TO WHOM IT IS BEING DELIVERED;

(2) A UNIQUE ALPHANUMERIC IDENTIFIER FOR THE CULTIVATION SOURCE OF THE MARIHUANA;

(3) THAT THE PACKAGE CONTAINS MARIHUANA;

(4) THE DATE OF DELIVERY, WEIGHT, TYPE OF MARIHUANA AND DOLLAR AMOUNT OR OTHER CONSIDERATION BEING EXCHANGED IN THE TRANSACTION;

(5) A CERTIFICATION THAT ALL MARIHUANA IN ANY FORM CONTAINED IN THE PACKAGE WAS CULTIVATED, MANUFACTURED, AND PACKAGED IN THE STATE OF MICHIGAN;

(6) THE WARNING THAT:

THIS PRODUCT IS MANUFACTURED WITHOUT ANY REGULATORY OVERSIGHT FOR HEALTH, SAFETY OR EFFICACY. THERE MAY BE HEALTH RISKS ASSOCIATED WITH THE INGESTION OR USE OF THIS PRODUCT. USING THIS PRODUCT MAY CAUSE DROWSINESS. DO NOT DRIVE OR OPERATE HEAVY MACHINERY WHILE USING THIS PRODUCT. KEEP THIS PRODUCT OUT OF REACH OF CHILDREN. THIS PRODUCT MAY NOT BE USED IN ANY WAY THAT DOES NOT COMPLY WITH THE MICHIGAN MEDICAL MARIHUANA ACT OR BY ANY PERSON WHO DOES NOT POSSESS A VALID MEDICAL MARIHUANA PATIENT REGISTRATION CARD.

- (7) THE NAME, ADDRESS, EMAIL ADDRESS, AND TELEPHONE NUMBER OF AN AUTHORIZED REPRESENTATIVE OF THE DISPENSARY WHOM A PATIENT CAN CONTACT WITH ANY QUESTIONS REGARDING THE PRODUCT.

(ORD. NO. 1168, § 1, 6-27-11)

1300.06. - LOCATION OF MEDICAL MARIHUANA ESTABLISHMENTS.

- (A) NO MEDICAL MARIHUANA ~~ESTABLISHMENT~~ PROVISIONING CENTER SHALL BE LOCATED WITHIN:

- (1) ONE THOUSAND FEET OF THE REAL PROPERTY COMPRISING A PUBLIC OR PRIVATE ~~PRE-KINDERGARTEN~~, ELEMENTARY, VOCATIONAL, OR SECONDARY SCHOOL; A PUBLIC OR PRIVATE COLLEGE, COMMUNITY COLLEGE, OR UNIVERSITY; FIVE HUNDRED FEET OF A CONCENTRATED PLAYGROUND EQUIPMENT LOCATED IN A PARK DESIGNATED IN THE CITY'S MASTER PLAN; A CHURCH OR OTHER STRUCTURE IN WHICH RELIGIOUS SERVICES ARE CONDUCTED; A NON-HOME COMMERCIAL CHILD CARE ORGANIZATION REQUIRED BY THE CHILD CARE ORGANIZATIONS ACT, PA 116 OF 1973, TO BE LICENSED OR REGISTERED BY THE MICHIGAN DEPARTMENT OF HUMAN SERVICES; OR A FACILITY AT WHICH SUBSTANCE ABUSE PREVENTION SERVICES OR SUBSTANCE ABUSE TREATMENT AND REHABILITATION SERVICES, AS THOSE TERMS ARE DEFINED IN PART 61 OF PA 368 OF 1978, MCL 333.6101 ET SEQ., ARE OFFERED; NO MEDICAL MARIHUANA PROVISIONING CENTER SHALL BE LOCATED WITHIN ANOTHER BUSINESS EXCEPT AS PERMITTED BY THE MEDICAL MARIHUANA LICENSING BOARD REGULATIONS.

- (2) FIVE HUNDRED ONE THOUSAND FEET OF ANOTHER MEDICAL MARIHUANA ~~ESTABLISHMENT~~ PROVISIONING CENTER; ~~OR~~

- ~~(3) ONE HUNDRED FEET OF A PUBLIC OR PRIVATE YOUTH CENTER, PUBLIC SWIMMING POOL, OR VIDEO ARCADE FACILITY. FOR THE PURPOSE OF CALCULATING THE BUFFERING AND DISPERSION REQUIREMENTS OF THIS SECTION 1300.06, THE DISTANCE SHALL BE MEASURED ALONG THE CENTER LINE OF THE STREET OR STREETS OF ADDRESS BETWEEN TWO FIXED POINTS ON THE CENTER LINE DETERMINED BY PROJECTING STRAIGHT LINES, AT RIGHT ANGLES TO THE CENTER LINE, FROM THE PART OF THE BUFFERED USE NEAREST TO THE CONTEMPLATED LOCATION OF THE MEDICAL MARIHUANA PROVISIONING CENTER AND FROM THE PART OF THE CONTEMPLATED LOCATION NEAREST TO THE BUFFERED USE. THE DISTANCES FROM THE MEDICAL MARIHUANA PROVISIONING CENTER TO THE POINT ON THE CENTERLINE AND FROM THE BUFFERED USE TO THE POINT ON THE CENTERLINE SHALL BE INCLUDED IN THE CALCULATION. FOR PROVISIONING CENTERS LOCATED WITHIN A COMMERCIAL STRIP MALL OR RETAIL CENTER, THE MEASUREMENT SHALL BE FROM THE PROPERTY LINE OF THE PROVISIONING CENTER TO THE PROPERTY LINE OF ANOTHER PROVISIONING CENTER;~~

(4) NO MEDICAL MARIHUANA ESTABLISHMENT SHALL BE LOCATED IN AN UNZONED AREA OR IN AN AREA SUBJECT TO AN AGREEMENT ENTERED INTO PURSUANT TO PUBLIC ACT 425 OF 1984.

(B) NOTHING IN THIS SECTION SHALL BE CONSTRUED AS PROHIBITING ANY LAND USE DESCRIBED HEREIN, OTHER THAN A MEDICAL MARIHUANA PROVISIONING CENTER ESTABLISHMENT, FROM LOCATING WITHIN THE SPECIFIED PROXIMITY OF A MEDICAL MARIHUANA PROVISIONING CENTER ESTABLISHMENT SUBSEQUENT TO ESTABLISHMENT OF THE LOCATION OF THE MEDICAL MARIHUANA PROVISIONING CENTER ESTABLISHMENT.

(C) ~~—EFFECTIVE JULY 1, 2012, EXISTING~~ MEDICAL MARIHUANA ESTABLISHMENTS PROVISIONING CENTERS SHALL BE SUBJECT TO SUBSECTION (A) AND SHALL BE LIMITED TO THE F OR F-1 COMMERCIAL, G-2 WHOLESALE, H-LIGHT INDUSTRIAL, OR I-HEAVY INDUSTRIAL ZONING DISTRICTS PURSUANT TO SECTIONS 1268.02, 1272.02, AND 1274.02 OF THE LANSING CODIFIED ORDINANCES. A MEDICAL MARIHUANA GROWER FACILITY, AS DEFINED UNDER MCL § 333.27101, ET. SEQ., SHALL BE LIMITED TO H-LIGHT INDUSTRIAL OR I-HEAVY INDUSTRIAL, ZONING DISTRICTS AS IDENTIFIED IN THE LANSING CODIFIED ORDINANCES. A MEDICAL MARIHUANA SAFETY COMPLIANCE FACILITY SHALL BE LIMITED TO F OR F-1 COMMERCIAL, G-2 WHOLESALE, H-LIGHT INDUSTRIAL, OR I-HEAVY INDUSTRIAL. A MEDICAL MARIHUANA PROCESSOR FACILITY AND MEDICAL MARIHUANA SECURE TRANSPORTER FACILITY SHALL BE LIMITED TO H-LIGHT INDUSTRIAL, I-HEAVY INDUSTRIAL, OR G-2 WHOLESALE ZONING DISTRICTS AS IDENTIFIED IN THE LANSING CODIFIED ORDINANCES.

(ORD. NO. 1168, § 1, 6-27-11)

1300.07. - PENALTY.

ANY PERSON IN VIOLATION OF ANY PROVISION OF THIS CHAPTER OR ANY PROVISION OF A LICENSE ISSUED UNDER THIS CHAPTER IS RESPONSIBLE FOR A MISDEMEANOR, PUNISHABLE BY A FINE OF UP TO \$500.00 PLUS COSTS OF PROSECUTION, 90 DAYS IMPRISONMENT, OR BOTH, FOR EACH VIOLATION.

(ORD. NO. 1168, § 1, 6-27-11)

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.

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Approved as to Form:

City Attorney

Dated:_____

INTRODUCTION OF ORDINANCE
AMENDMENT TO CHAPTER 286

Council Member Washington, Chair of the Committee on Ways & Means introduced:

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO AMEND THE LANSING CODIFIED ORDINANCES BY AMENDING CHAPTER 286, TO ADD SECTION 286.16 THAT REQUIRES THE CITY PROVIDE AN EMPLOYEE WITH A SUMMARY OF BENEFITS WHEN THE EMPLOYEE SEPARATES FROM CITY SERVICE.

The Ordinance is read a first time by its title and referred to the Committee on Ways and Means:

RESOLUTION SETTING PUBLIC HEARING
By Council Member Washington

RESOLVED BY THE CITY COUNCIL, CITY OF LANSING, that a public hearing be set for Monday, October 23, 2017 at 7:00 p.m. in the City Council Chambers, 10th Floor Lansing City Hall, 124 W. Michigan Avenue, Lansing, MI for the purpose of considering an amendment to Chapter 286 to add Section 286.16 that requires the City provide an employee with a summary of benefits when the employee separates from City Service.

Interested Persons are invited to attend this Public Hearing.

DRAFT

October 3, 2017

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO AMEND THE
LANSING CODIFIED ORDINANCES BY AMENDING CHAPTER 286, TO ADD SECTION
286.16 THAT REQUIRES THE CITY PROVIDE AN EMPLOYEE WITH A SUMMARY OF
BENEFITS WHEN THE EMPLOYEE SEPARATES FROM CITY SERVICE.

THE CITY OF LANSING ORDAINS:

Section 1. That Chapter 286, of the Code of Ordinances of the City of Lansing,
Michigan, be and is hereby amended to add a new section 286.16 to read as follows:

WHEN A CITY EMPLOYEE, WHO IS EITHER A MEMBER OF THE
EMPLOYEES' RETIREMENT SYSTEM, THE POLICE AND FIRE RETIREMENT
SYSTEM, A DEFINED CONTRIBUTION PLAN, OR A HYBRID DEFINED BENEFIT/
DEFINED CONTRIBUTION PLAN VOLUNTARILY SEPARATES FROM CITY SERVICE,
THE EMPLOYEE SHALL BE PROVIDED WITH A WRITTEN SUMMARY OF THE
EMPLOYEE'S POST-SEPARATION BENEFITS BASED ON THE EMPLOYEE'S CITY
SERVICE. THE SUMMARY WILL BE PREPARED BY THE DEPARTMENT OF HUMAN
RESOURCES AND UPDATED WHEN BENEFITS, OTHER THAN THE RETIREMENT
ALLOWANCE, ARE LEGALLY CHANGED EITHER THROUGH A COLLECTIVE
BARGAINING AGREEMENT, A POLICY OR BENEFIT PLAN AMENDMENT
PERMISSIBLE UNDER THE LANSING CITY CHARTER AND ORDINANCES, A
WRITTEN CONTRACT, OR LAW, WHICHEVER IS APPLICABLE. THE SUMMARY
SHALL BE GIVEN TO THE EMPLOYEE AT THE EMPLOYEE'S CITY SERVICE EXIT
MEETING OR, IN THE EVENT THE EMPLOYEE DOES NOT PARTICIPATE IN AN EXIT
MEETING PRIOR TO SEPARATION, IT SHALL BE MAILED BY REGISTERED OR

October 3, 2017

CERTIFIED MAIL TO THE EMPLOYEE’S CURRENT ADDRESS AS MAINTAINED IN
THE DEPARTMENT OF HUMAN RESOURCE’S RECORDS. THE SUMMARY SHALL
INDICATE WHETHER ANY LISTED BENEFIT IS SUBJECT TO CHANGE.

Section 2. All ordinances, resolutions or rules, parts of ordinances, resolutions or rules
inconsistent with these provisions are 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

Dated: _____

PASSAGE OF ORDINANCE

An Ordinance of the City of Lansing, Michigan, Providing for the Rezoning of a parcel of real property located in the City of Lansing, Michigan and for the revision of the district maps adopted by section 1246.02 of the Code of Ordinances.

Z-5-2017; 1024 Lake Lansing Road; Conditional Rezoning from "B" Residential District to "F-1" Commercial District

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

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

☐ ADOPTED

☐ FAILED

ORDINANCE # _____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, PROVIDING FOR THE REZONING OF A PARCEL OF REAL PROPERTY LOCATED IN THE CITY OF LANSING, MICHIGAN AND FOR THE REVISION OF THE DISTRICT MAPS ADOPTED BY SECTION 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-5-2017

Parcel Number: 33-01-01-03-379-002

Legal Descriptions: Lot 6, except parts used for street purposes; Blackwood Subdivision, City of Lansing, Ingham County, MI

Rezoning: From "B" Residential district to "F-1" Commercial district

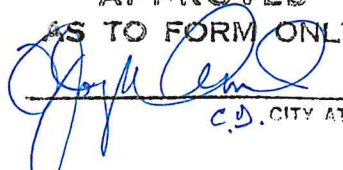
Conditions: With the condition that no application shall be made for 1024 Lake Lansing Road for a medical marijuana provisioning center license, which condition shall run with the land at 1024 Lake Lansing Road and be binding upon the successor owner of the land.

Compliance with
Conditional Zoning: Any failure to comply with a condition within this conditional zoning ordinance will constitute a violation of this zoning ordinance and be punishable accordingly. In addition, any such violation will be deemed a nuisance per se and subject to judicial abatement as provided by law.

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.

APPROVED
AS TO FORM ONLY

C.D. CITY ATT'Y

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Chris Swope
Lansing City Clerk

October 6, 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 Ethics

July 11, 2017
May 9, 2017

Board of Public Service

July 13, 2017

Lansing Entertainment and Public Facilities Authority

June 27, 2017

Police & Fire Retirement System

July 18, 2017

Board of Water & Light

July 25, 2017

Minutes for Board of Water and Light can be found at:
[https://www.lbwl.com/uploadedFiles/MainSite/Content/About the BWL/BWL Governance/Minutes and Agendas/Minutes/17July25-min.pdf](https://www.lbwl.com/uploadedFiles/MainSite/Content/About%20the%20BWL/BWL%20Governance/Minutes%20and%20Agendas/Minutes/17July25-min.pdf)

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, 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



Chris Swope
Lansing City Clerk

October 6, 2017

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

Dear President and Councilmembers:

Pursuant to Article 5, Chapter 2, Section 5-203.6 of the Lansing City Charter, on September 28, 2015 my office received and placed on file:

Lansing Board of Water and Light's Capital Improvements Plan for Fiscal Years 2018-2023

This document is available for review at the office of the City Clerk and on the City Clerk's website (www.lansingmi.gov/clerk).

Sincerely,

Chris Swope, CMC
Lansing City Clerk



Lansing Board of Water and Light
P.O. Box 13007
1201 S. Washington Ave.
Lansing, MI 48912

Electronic Delivery

September 29, 2017

Honorable Lansing City Clerk Chris Swope
City of Lansing
124 W. Michigan Avenue, 9th Floor
Lansing, MI 48933

Re: Capital Forecast for Fiscal Years 2018-2023

Dear Lansing City Clerk Swope:

In accordance with provisions of the Lansing City Charter, Article 5, Chapter 2, Section 5-203.6, a copy of Lansing Board of Water and Light's Capital Improvements Plan for Fiscal years 2018-2023 is attached for filing with your office.

The Board of Commissioners accepted the Capital Forecast for Fiscal Years 2018-2023 at a regular board meeting held September 26, 2017.

Respectfully submitted,

M. Denise Griffin
Corporate Secretary

Enclosure: pdf attachment

Electronic Copy:
Dick Peffley, BWL General Manager
Heather Shawa, BWL Chief Financial Officer
Virg Bernero, Mayor City of Lansing, MI

FY 2018 - 2023 Capital Budget Six Year Forecast by Utility and Location

Dollars in (000's)							
UTILITY	2018	2019	2020	2021	2022	2023	Six Year Total
ELECTRIC	\$ 54,331	\$ 24,499	\$ 16,702	\$ 30,281	\$ 35,738	\$ 32,796	\$ 194,347
WATER	\$ 7,547	\$ 8,346	\$ 7,815	\$ 7,544	\$ 8,339	\$ 7,702	\$ 47,293
STEAM	\$ 8,730	\$ 5,401	\$ 5,133	\$ 5,449	\$ 2,941	\$ 2,971	\$ 30,625
CHILLED WATER	\$ 450	\$ 1,894	\$ 2,411	\$ 11	\$ 11	\$ 11	\$ 4,788
COMMON	\$ 18,457	\$ 22,652	\$ 29,030	\$ 16,819	\$ 13,392	\$ 16,566	\$ 116,916
INTERNALLY FUNDED CAPITAL BUDGET *	\$ 89,516	\$ 62,792	\$ 61,091	\$ 60,104	\$ 60,421	\$ 60,046	\$ 393,970
NEW NGCC PLANT **	\$ 50,000	\$ 189,518	\$ 224,809	\$ 9,309	\$ -	\$ -	\$ 473,636
TOTAL CAPITAL BUDGET	\$ 139,516	\$ 252,310	\$ 285,900	\$ 69,413	\$ 60,421	\$ 60,046	\$ 867,606
LOCATION	2018	2019	2020	2021	2022	2023	Six Year Total
ECKERT	\$ 185	\$ 148	\$ -	\$ -	\$ -	\$ -	\$ 333
ERICKSON	\$ 199	\$ 1,078	\$ 1,598	\$ 773	\$ 862	\$ 702	\$ 5,212
REO PLANT	\$ 3,000	\$ 2,715	\$ 2,500	\$ 2,500	\$ -	\$ -	\$ 10,715
T&D	\$ 64,583	\$ 31,924	\$ 22,852	\$ 37,453	\$ 43,849	\$ 41,715	\$ 242,376
DYE/CEDAR	\$ 2,327	\$ 1,900	\$ 2,860	\$ 2,559	\$ 2,319	\$ 1,062	\$ 13,026
CHILLER PLANT	\$ 440	\$ 1,884	\$ 2,401	\$ -	\$ -	\$ -	\$ 4,724
MOORE'S PARK	\$ 463	\$ 935	\$ -	\$ -	\$ -	\$ -	\$ 1,398
NEW NGCC PLANT **	\$ 50,000	\$ 189,518	\$ 224,809	\$ 9,309	\$ -	\$ -	\$ 473,636
OTHER	\$ 18,319	\$ 22,210	\$ 28,880	\$ 16,819	\$ 13,391	\$ 16,566	\$ 116,185
TOTAL CAPITAL BUDGET	\$ 139,516	\$ 252,310	\$ 285,900	\$ 69,413	\$ 60,421	\$ 60,046	\$ 867,606

* This total DOES NOT include the New NGCC Plant

** This forecast is PRELIMINARY. Site studies and plant design are still underway.



Chris Swope
Lansing City Clerk

October 6, 2017

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

Dear Council Members:

The attached application has been submitted to the City Clerk's Office, and is being forwarded for your consideration and appropriate action.

Liquor License, Cul, LLC. for a Transfer Ownership Escrowed 2017 Class C License Only for 313 North Cedar Street, Lansing; New SDM License in conjunction with a Non-Transferable, Sunday Sales Permit (PM), Sunday Sales Permit (AM), Dance-Entertainment Permit, Outdoor Service Area and Catering Permit for 2101 E. Michigan Ave., Lansing, MI 48912, Ingham County; and Issued under MCL 436.1533(5)(A),

Sincerely,

Chris Swope
City Clerk

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

WHEREAS, the City of Lansing received a request from Cul, LLC. for a Transfer Ownership Escrowed 2017 Class C License Only for 313 North Cedar Street, Lansing; New SDM License in conjunction with a Non-Transferable, Sunday Sales Permit (PM), Sunday Sales Permit (AM), Dance-Entertainment Permit, Outdoor Service Area and Catering Permit for 2101 E. Michigan Ave., Lansing, MI 48912, Ingham County; and Issued under MCL 436.1533(5)(A),

WHEREAS, the Committee on General Services met on _____, 2017 to review the request with affirmative action taken;

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council, hereby, approves the request from Cul, LLC. for a Transfer Ownership Escrowed 2017 Class C License Only for 313 N. Cedar, Lansing; New SDM License in conjunction with a Non-Transferable, Sunday Sales Permit (PM), Sunday Sales Permit (AM), Dance-Entertainment Permit, Outdoor Service Area and Catering Permit for 313 North Cedar Street, Lansing, MI 48912, Ingham County; and Issued under MCL 436.1533(5)(A)



**City of Lansing, Michigan
On-Premises Alcohol Sales Application**

Business Name: CUL, LLC dba: to be determined

Business Address: 313 N. Cedar Street

City: Lansing State: MI Zip: 48912

Main Contact Number: (517) 204-1516 Secondary Contact Number: (517) 333-4123

Email Address: jkildea@gillespie-group.com

License(s) for which you are seeking Local Government Approval Class C and SDM

Provide the name, age and address of the applicant, in the case of an individual, or, in the case of a co-partnership, the names, addresses and ages of the persons entitled to share in the profits thereof, or, in the case of a corporation, the objects for which the corporation is organized, the names, addresses and ages of the officers and directors and, if a majority interest in the stock of such corporation is owned by one person or his or her nominee, the name, address and age of such person:

Name	Position	Address	Age
Patrick K. Gillespie (applicant)	Member	330 Marshall St., Ste 100 Lansing, MI 48912	██████

If an Individual, provide Applicant's:

Date of Birth: _____ Place of Birth: _____

What character of business do you intend to operate? full service restaurant

What is the length of time your business has been of that character, or in the case of a corporation, the date when its charter was issued?

12-1-2016

When you are done with this form, please return it to:

Chris Swope, City Clerk

Lansing City Clerk's Office

Ninth Floor, City Hall, 124 W. Michigan Ave., Lansing, MI 48933-1695

Phone: 517-483-4131

Fax: 517-377-0068

City.clerk@lansingmi.gov

lansingmi.gov/clerk

Have you made applications for a similar or other license on premises other than those described in this application? Yes ☒ No ☐

If yes, what is the disposition of any such earlier application? All previous liquor license applications filed have been approved.

Are building plans on file? Yes ☒ No ☐ If not please submit them with this application showing the entire structure and premises and, in particular, the specific areas where the license is to be utilized. Such plans shall demonstrate adequate off-street parking, lighting and refuse disposal facilities and, where appropriate, adequate plans for screening and noise control, as provided in the Zoning, Building and Housing, and Fire Prevention Codes.

- ☒ I (we) have never been convicted of a felony and is (are) not disqualified to receive a license by reason of any item contained in this chapter or the laws of the State.
- ☒ I (we) will not violate any State or Federal laws or any ordinance of the City in the conduct of this business.
- ☒ I (we) or my (our) agent(s) do not owe any personal property taxes.
- ☒ The copy of the Michigan Liquor Control Commission application submitted with this application is a true copy of what I (we) intend to submit to the Michigan Liquor Control Commission.

I hereby certify that this application is complete and accurate to the best of my knowledge, information and belief.

Patrick K. Gillespie
Signature Patrick K. Gillespie

9/14, 2017
Date

JAMIE SZUMLINSKI
NOTARY PUBLIC, STATE OF MI
COUNTY OF LIVINGSTON
MY COMMISSION EXPIRES Aug 26, 2020
ACTING IN COUNTY OF Ingham

Subscribed and sworn to before me this

14 day of September, 2017.

Signature Jamie Szumlinski

Printed Name Jamie Szumlinski

Notary Public, Livingston County, Michigan

My Commission Expires: 8/26/2020

Acting in the County of Ingham

When you are done with this form, please return it to:

Chris Swope, City Clerk

Lansing City Clerk's Office

Ninth Floor, City Hall, 124 W. Michigan Ave., Lansing, MI 48933-1695

Phone: 517-483-4131

City.clerk@lansingmi.gov

Fax: 517-377-0068

lansingmi.gov/clerk

Name of any other Lansing area business in which your ownership participation exceeds 25%:

3411 E. Michigan LLC (Midtown)

3335 E. Michigan, LLC

Eastside Armory LLC (Armory)

Gillespie Property Management, Inc.

E. Michigan Houses, LLC

800 E. Michigan, LLC

637 E. Michigan, LLC

237 Pere Marquette, LLC

518 E. Shiawassee, LLC

600 E. Michigan, LLC

Stadium District Partners, LLC

300 N. Larch, LLC

Outfield Partners, LLC

Marketplace Partners, LLC

Infinite 505, LLC

523 E. Shiawassee, LLC

North Cedar, LLC

Prudden Place Partners, LLC



Retail License & Permit Application

For information on retail licenses and permits, including a checklist of required documents for a completed application, please visit the Liquor Control Commission's frequently asked questions website [by clicking this link](#).

Part 1 - Applicant Information

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

Applicant name(s): CUL, LLC (This is a STEP 2 application; STEP 1 is RID: 904399 (Applicant Seems Like A Good Idea, LLC))	
Address to be licensed: 313 N. Cedar Street	
City: Lansing	Zip Code: 48912
City/township/village where license will be issued: City of Lansing	County: Ingham
Federal Employer Identification Number (FEIN): ----	

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

Leave Blank - MLCC Use Only

Part 2 - License Transfer Information (If Applicable)

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

Current licensee(s): Step 2 Seller: Seems Like A Good Idea, LLC (BID: 248614) (Step 1 Seller: Excellent Entertainment, LLC/BID:144018)	
Current licensed address: 601 E. Michigan Avenue	
City: Lansing	Zip Code: 48912
City/township/village where license is issued: City of Lansing	County: Ingham

Part 3 - Licenses, Permits, and Permissions

Off Premises Licenses - Applicants for off premises licenses, permits, and permissions (e.g. convenience, grocery, specialty food stores, etc.) must complete the attached Schedule A and return it with this application. Transfer the fee calculations from the Schedule A to Part 4 below.

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

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

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

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

Inspection Fees:	\$140.00	License & Permit Fees:	\$1,050.00	TOTAL FEES:	\$1,190.00
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Schedule A - Licenses, Permits, & Permissions

Applicant name: CUL, LLC (This is a STEP 2 application; STEP 1 is RID: 904399 (Applicant Seems Like A Good Idea, LLC))

Off Premises License Type:

New Transfer

Base Fee:

Fee Code
MLCC Use
Only

- ☒ ☐ SDM License \$100.00 4012
- ☐ ☐ SDD License \$150.00
- ☐ ☐ Resort SDD License Upon Licensure/\$150.00

Off Premises Permits:

Base Fee:

- ☐ Sunday Sales Permit (AM)* \$160.00
- ☐ Sunday Sales Permit (PM)** \$22.50
(Held with SDD License)
- ☐ Catering Permit \$100.00
- ☐ Secondary Location Permit - Complete Form LCC-201
- ☐ Beer and Wine Tasting Permit No charge
- ☐ Living Quarters Permit No charge

On/Off Premises Permission Type:

Base Fee:

- ☐ Off-Premises Storage No charge
- ☐ Direct Connection(s) No charge
- ☐ Motor Vehicle Fuel Pumps No charge

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

**Sunday Sales Permit (PM) allows the sale of liquor on Sunday afternoons and evenings between 12:00 noon and 2:00am (Monday morning), if allowed by the local unit of government. No Sunday Sales Permit (PM) is required for the sale of beer and wine on Sunday after 12:00 noon. The Sunday Sales Permit (PM) fee is 15% of the fee for the license that allows the sale of liquor. Additional bar fees and B-Hotel room fees are also calculated as part of the permit fee.

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

Inspection, License, Permit, & Permission Fee Calculation

Number of Licenses: 2 x \$70.00 Inspection Fee

Total Inspection Fee(s): Fee Code: 4036 \$140.00

Total License Fee(s): \$700.00

Total Permit Fee(s): \$350.00

TOTAL FEES DUE: \$1,190.00

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

Make checks payable to **State of Michigan**

On Premises License Type:

New Transfer

Base Fee:

Fee Code
MLCC Use
Only

- ☐ ☐ B-Hotel License \$600.00

Number of guest rooms: _____

- ☐ ☐ A-Hotel License \$250.00

Number of guest rooms: _____

- ☐ ☒ Class C License \$600.00 4034

- ☐ ☐ Tavern License \$250.00

- ☐ ☐ Resort License Upon Licensure

- ☐ ☐ Redevelopment License Upon Licensure

- ☐ ☐ Brewpub License \$100.00

- ☐ ☐ G-1 License \$1,000.00

- ☐ ☐ G-2 License \$500.00

- ☐ ☐ Aircraft License \$600.00

- ☐ ☐ Watercraft License \$100.00

- ☐ ☐ Train License \$100.00

- ☐ ☐ Continuing Care Retirement Center License \$600.00

☐ MCL 436.1545(1)(b)(i) ☐ MCL 436.1545(1)(b)(ii)

B-Hotel or Class C Licenses Only:

- ☐ ☐ Additional Bar(s)

Number of Additional Bars: _____

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

On Premises Permits:

Base Fee:

- ☒ Sunday Sales Permit (AM)* \$160.00 4033

- ☒ Sunday Sales Permit (PM)** \$90.00 4032

- ☒ Catering Permit \$100.00 4031

- ☐ Banquet Facility Permit - Complete Form LCC-200

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

- ☒ Outdoor Service No charge

- ☒ Dance Permit No charge

- ☒ Entertainment Permit No charge

- ☐ Extended Hours Permit: No charge

☐ Dance ☐ Entertainment Days/Hours: _____

- ☐ Specific Purpose Permit: No charge

Activity requested: _____

Days/Hours requested: _____

- ☐ Living Quarters Permit No charge

- ☐ Topless Activity Permit No charge

Schedule B - New Specially Designated Merchant License Supplemental Application - New SDM License Applications ONLY

Applicant name: CUL, LLC (This is a STEP 2 application; STEP 1 is RID: 904399 (Applicant Seems Like A Good Idea, LLC))

Effective January 4, 2017 pursuant to MCL 436.1533(5), Specially Designated Merchant (SDM) licenses are quota licenses based on one (1) SDM license for every 1,000 of population in a local governmental unit. MCL 436.1533 provides for several exemptions from the quota for qualified applicants. Please carefully read the requirements in the boxes below, selecting the applicable approved type of business option(s) from Section 1 and an applicable new SDM license quota option from Section 2.

Section 1 - Requirements to Qualify as Approved Type of Business for New SDM License Applicants

Applicant must meet one (1) or more of the following conditions (check those that apply to your business):

- ☐ a. Applicant holds and maintains retail food establishment license or extended retail food establishment license under the Food Law of 2000, MCL 289.1101 to MCL 289.8111.
- ☐ b. Applicant holds or has been approved for Specially Designated Distributor license (Applicant must also hold and maintain food establishment license as described above).
- ☒ c. Applicant holds or has been approved for an on-premises license, such as a Class C, A-Hotel, B-Hotel, Tavern, Club, G-1, or G-2 license.

Section 2 - Quota Requirements for New SDM License Applicants

Applicant must qualify under one of the following sections of the Liquor Control Code regarding the SDM quota:

- ☒ a. Applicant is an applicant for or holds a Class C, A-Hotel, B-Hotel, Tavern, Club, G-1, or G-2 license.
MCL 436.1533(5)(a) - SDM license is exempt from SDM quota and license cannot be transferred to another location.
- ☐ b. Applicant's establishment is at least 20,000 square feet and at least 20% of gross receipts are derived from the sale of food.
MCL 436.1533(5)(b)(i) - SDM license is exempt from SDM quota and license cannot be transferred to another location.
- ☐ c. Applicant's establishment is a pharmacy as defined in the Public Health Code, MCL 333.17707.
MCL 436.1533(5)(b)(ii) - SDM license is exempt from SDM quota and license cannot be transferred to another location.
- ☐ d. Applicant applies between January 5, 2017 and March 5, 2017 and holds a Motor Fuels Retail Outlet license or Temporary Retail Gasoline Outlet license issued by the Michigan Department of Agriculture and Rural Development under the Motor Fuels Quality Act, MCL 290.646(1).
MCL 436.1533(7) - Commission shall waive SDM quota and license may be transferred to another location if the applicant holds a motor fuels license as described above at the new location.
- ☐ e. Applicant's establishment qualifies as a marina under MCL 436.1539.
MCL 436.1533(5)(e) - SDM license is exempt from SDM quota and license may be transferred to another location if the applicant complies with MCL 436.1539 at the new location.
- ☐ f. Applicant does not qualify under any of the quota exemptions or waiver listed above.
MCL 436.1533(5) - Commission shall issue one (1) SDM for every 1,000 population in a local governmental unit and an unissued SDM must be available in the local governmental unit for the applicant to qualify. SDM license may be transferred to another location.

Documents Required To Be Submitted with New SDM License Application

In addition to the documents listed on the application checklist, the new SDM license applicant must submit the documents listed below, as applicable, with its application to comply with the requirements described above. Select one or more of the following:

- ☐ Copy of retail food establishment license or extended retail food establishment license for a SDM license or a SDM license to be issued in conjunction with a Specially Designated Distributor license. *Not required for a SDM license to be issued in conjunction with an on-premises license.*
- ☐ If applying under Section 2b above, documentary proof that applicant's establishment is at least 20,000 square feet and at least 20% of gross receipts are derived from the sale of food.
- ☐ If applying under Section 2c above, a copy of the pharmacy license issued under the Public Health Code.
- ☐ If applying under Section 2d above between January 5, 2017 and March 5, 2017, a copy of the Motor Fuels Retail Outlet license or Temporary Retail Gasoline Outlet license issued by the Michigan Department of Agriculture and Rural Development.

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

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

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

Name: Patrick K. Gillespie, Trustee of the Patrick K. Gillespie Trust u/a/d 7/30/99		
Home address: 330 Marshall St., Ste 100		
City: Lansing	State: MI	Zip Code: 48912
Business Phone: ---	Cell Phone: ---	Email: ----
Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If Yes , please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write chain "below": BID: 239530 (GG Holding Co., LLC); BID: 244322 (CUR, LLC); pending BID: 246222 (500EM, LLC); pending BID: 248386 (Unicorn, LLC) ☒ Yes ☐ No		
Do you hold 10% or more interest in the applicant entity? ☒ Yes ☐ No		
If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed "LiveScan Fingerprint Background Request" with your application.		

Part 5b - Personal Information (Individuals)

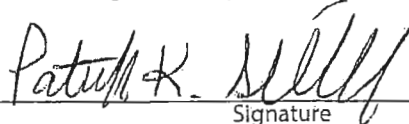
Date of Birth:	Social Security Number: in MLCC records	Driver's License Number: in MLCC records				
Are you a citizen of the United States of America? ☒ Yes ☐ No						
Have you ever legally changed your name? ☐ Yes ☒ No						
If you answered "yes", please list your prior name(s) (including maiden):						
Spouse's full name (if currently married): Jennifer E. Gillespie						
Spouse's date of birth:	Is your spouse a citizen of the United States of America? ☒ Yes ☐ No					
Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan? ☐ Yes ☒ No						
Does your spouse hold a retail, manufacturer, or wholesaler license issued by the MLCC? ☒ Yes ☐ No						
Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes , list below (attach additional pages if necessary): <table border="1"><thead><tr><th>Date</th><th>City/State</th><th>Charge</th><th>Disposition</th></tr></thead></table> ☐ Yes ☒ No			Date	City/State	Charge	Disposition
Date	City/State	Charge	Disposition			
Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes , list below (attach additional pages if necessary): <table border="1"><thead><tr><th>Date</th><th>City/State</th><th>Charge</th><th>Disposition</th></tr></thead></table> ☐ Yes ☒ No			Date	City/State	Charge	Disposition
Date	City/State	Charge	Disposition			

Part 5c - Signature

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

Patrick K. Gillespie, Trustee

Print Name



Signature

5-24-17, 2017

Date

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

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

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

Name: Infantry, Inc. (1% member of CUL, LLC)		
Home address: 330 Marshall St., Ste 100		
City: Lansing	State: MI	Zip Code: 48912
Business Phone: ---	Cell Phone: ---	Email: --
Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If Yes , please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write chain "below": ☒ Yes ☐ No		
BID: 244322 (CUR, LLC); pending BID: 246222 (500EM, LLC); pending BID: 248386 (Unicorn, LLC)		
Do you hold 10% or more interest in the applicant entity? ☐ Yes ☒ No		
If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed " <u>Livescan Fingerprint Background Request</u> " with your application.		

Part 5b - Personal Information (Individuals)

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

Part 5c - Signature

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

Michael J. Brown, Attorney & Authorized Signer

Print Name

Signature

Date

5-23, 2017

Part 6 - Contact Information

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

What is your preferred method of contact?		☐ Phone	☐ Mail	☒ Email	☐ Fax
What is your preferred method for receiving a Commission Order?		☐ Mail	☒ Email	☐ Fax	
Contact name: Michael J. Brown, Esq.	Relationship: Attorney & Authorized Signer				
Mailing address: see contact information below					
Phone:	Fax number:	Email:			

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

Attorney name: Michael J. Brown of Carlin Edwards Brown PLLC		Member Number: P-43015
Attorney address: 6017 W. St. Joe Hwy, #202, Lansing, MI 48917		
Phone: 517-321-4616	Fax number: 517-321-4642	Email: mbrown@cebhlaw.com
Would you prefer that we contact your attorney for all licensing matters related to this application?		☒ Yes ☐ No
Would you prefer any notices or closing packages be sent directly to your attorney?		☒ Yes ☐ No

Part 8 - Signature of Applicant

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

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

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

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

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

Patrick K. Gillespie, Trustee as Member of CUL

Print Name of Applicant & Title

Patrick K. Gillespie

Signature of Applicant

5/24, 2017

Date

Please return this completed form along with corresponding documents and fees to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Fax to: 517-373-4202



Report of Stockholders, Members, or Partners

(Authorized by MCL 436.1529(1), R 436.1051, and R 436.1110)

Part 1 - Licensee Information

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

Licensee name(s): CUL, LLC	
Address: 330 Marshall St., Suite 100	
City: Lansing	Zip Code: 48912

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

Name and address of all stockholders:	No. of Shares Issued:	Date Issued/Acquired:
not applicable		
Name and address of Corporate Officers and Directors, pursuant to administrative rule R 436.1109:		
not applicable		

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

Name and address of all members:	Percent % Issued:	Date Issued/Acquired:
Patrick K. Gillespie, Trustee of Patrick K. Gillespie Trust u/a/d 7-30-99	99%	12-7-16
Infantry, Inc., 330 Marshall St., Ste 100, Lansing, MI 48912	1%	12-7-16
Name and address of Managers and Assignees, pursuant to administrative rule R 436.1110:		
MANAGER: Infantry, Inc., 330 Marshall St., Ste 100, Lansing, MI 48912		



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

Business ID: _____

Request ID: _____

Report of Stockholders, Members, or Partners

(For MLCC Use Only)

(Authorized by MCL 436.1529(1), R 436.1051, and R 436.1110)

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

Name and address of all partners:	Percent % Issued:	Date Issued/Acquired:
not applicable		

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

not applicable

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

Name & Title: Patrick K. Gillespie

Name & Title: Michael J. Brown, Esq. of Carlin Edwards Brown PLLC

Name & Title: _____

Name & Title: _____

Name & Title: _____

Part 4 - Signature of Applicant or Licensee

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

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

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

Patrick K. Gillespie, Trustee of Member

Print Name of Applicant or Licensee & Title

Patrick K. Gillespie

Signature of Applicant or Licensee

5/24, 2017

Date

Please return this completed form to:

Michigan Liquor Control Commission

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

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

Fax to: 517-763-0059



Report of Stockholders, Members, or Partners

(Authorized by MCL 436.1529(1), R 436.1051, and R 436.1110)

Part 1 - Licensee Information

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

Licensee name(s): Infantry, Inc. (1% member of CUL, LLC)	
Address: 330 Marshall St., Suite 100	
City: Lansing	Zip Code: 48912

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

Name and address of all stockholders:	No. of Shares Issued:	Date Issued/Acquired:
Patrick K. Gillespie, 330 Marshall St., Suite 100, Lansing, MI 48912	100	3-28-11
Name and address of Corporate Officers and Directors, pursuant to administrative rule R 436.1109:		
Patrick K. Gillespie, 330 Marshall St., Suite 100, Lansing, MI 48912		

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

Name and address of all members:	Percent % Issued:	Date Issued/Acquired:
not applicable		
Name and address of Managers and Assignees, pursuant to administrative rule R 436.1110:		
not applicable		



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

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

Report of Stockholders, Members, or Partners

(Authorized by MCL 436.1529(1), R 436.1051, and R 436.1110)

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

Name and address of all partners:	Percent % Issued:	Date Issued/Acquired:
not applicable		

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

not applicable

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

Name & Title:	Patrick K. Gillespie
Name & Title:	Michael J. Brown, Esq. of Carlin Edwards Brown PLLC
Name & Title:	
Name & Title:	
Name & Title:	

Part 4 - Signature of Applicant or Licensee

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

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

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

Michael J. Brown, Attorney & Authorized Signer

6-14, 2017

Print Name of Applicant or Licensee & Title

Signature of Applicant or Licensee

Date

Please return this completed form to:
Michigan Liquor Control Commission

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

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

Fax to: 517-763-0059

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This Is to Certify that the ARTICLES OF ORGANIZATION (DOMESTIC L.L.C.)

for

CUL, LLC

ID NUMBER: F0706R

received by facsimile transmission on December 1, 2016 is hereby endorsed.

Filed on December 7, 2016 by the Administrator.

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



Sent by Facsimile Transmission

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 7th day of December, 2016.

Julia Dale

*Julia Dale, Director
Corporations, Securities & Commercial Licensing Bureau*

CSCUCD-700 (Rev. 08/15)

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU

Date Received

(FOR BUREAU USE ONLY)

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Name

Lasky Fifarek, P.C.

Address

120 N. Washington Square, Suite 625

City

State

ZIP Code

Lansing

Michigan

48933

EFFECTIVE DATE:

Document will be returned to the name and address you enter above.
If left blank, document will be returned to the registered office.

ARTICLES OF ORGANIZATION

For use by Domestic Limited Liability Companies

(Please read information and instructions on reverse side)

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Articles:

ARTICLE I

The name of the limited liability company is: CUL, LLC

ARTICLE II

The purpose or purposes for which the limited liability company is formed is to engage in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan.

ARTICLE III

The duration of the limited liability company if other than perpetual is: _____

ARTICLE IV

- The name of the resident agent at the registered office is: Patrick K. Gillespie
- The street address of the location of the registered office is:
330 Marshall Street, Suite 100 Lansing , Michigan 48912
(Street Address) (City) (Zip Code)
- The mailing address of the registered office if different than above:
_____, Michigan _____
(P.O. Box or Street Address) (City) (Zip Code)

ARTICLE V (Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

See attached Schedule A.

Signed this 1st day of December 2016

By

(Signature(s) of Organizer(s))

Patrick K. Gillespie

(Type or Print Name(s) of Organizer(s))

Schedule A
Attachment to Articles of Organization

ARTICLE V:

The business of the Limited Liability Company will be managed by or under the authority of one or more managers.

ARTICLE VI:

No manager of the Company is liable for the acts, debts or obligations of the Company. The monetary liability of any manager of the Company for breach of any duty established under Section 404 of the Act is limited to the fullest extent permitted by the Act.



Chris Swope

Lansing City Clerk

REPORT ON APPLICATION FOR:

ACTION

- ☒ **Transfer Ownership**
- ☐ **Transfer Location**
- ☐ **Add Partner**
- ☐ **Drop Partner**
- ☐ **Other:**

TYPE OF LICENSE

- ☒ **Class C**
- ☐ **SDD**
- ☐ **SDM**
- ☐ **Tavern**
- ☐ **Other:**

NAME:

Cul, LLC
313 N. Cedar Street
Lansing MI 48912
mbrown@cebhlaw.com

THAT THE REQUEST: By Cul, LLC. for Transfer Ownership Escrowed 2017 Class C License Only from Seems like a Good Idea, LLC; Transfer Location from 601 E. Michigan to 313 N. Cedar, Lansing; New SDM License in conjunction, Issued under MCL 436.1533(5)(A), Non-Transferable, Sunday Sales Permit (PM), Sunday Sales Permit (AM), Dance-Entertainment Permit, Outdoor Service Area and Catering Permit

Location Approval

Signature & Date

Chief of Police _____

Fire Marshal _____

Planning/Zoning _____

Building Comm. _____

Health Dept. _____

City Treasurer _____

Building Approval

Signature & Date

Date to City Council _____

PLEASE RETURN THIS FORM TO: Brian Jackson at brian.jackson@lansingmi.gov or FAX 517-377-0068



Chris Swope
Lansing City Clerk

October 6, 2017

Lansing City Council
10th Floor City Hall
124 W. Michigan Ave.
Lansing, MI 48933

Dear President Spitzley and Council Members:

Attached for your review and appropriate action is a draft resolution proposing the Lansing City Council meeting schedule for 2018. Please contact me if I may provide any additional information or assistance.

Sincerely,

Chris Swope
Lansing City Clerk

BY THE COMMITTEE OF THE WHOLE
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, City Clerk Chris Swope submitted a recommended list of dates for the Lansing City Council meetings for 2018 to the Lansing City Council; and

WHEREAS, the Committee of the Whole will meet at 5:30 p.m. before all Monday Council meetings listed below; and

WHEREAS, the Lansing City Charter requires the City Council to meet at least 26 times each year; and

WHEREAS, the Committee of the Whole has reviewed the City Clerk's recommendations and concurs with the list of recommended meeting dates for 2018.

NOW, THEREFORE, BE IT RESOLVED the Lansing City Council hereby approves the recommendations of City Clerk Chris Swope for Lansing City Council meeting dates for 2018 as follows:

Wednesday, January 3, 2018; Annual Organizational – 1st meeting of the year

Monday, January 8, 2018

Monday, January 22, 2018

Monday, February 12, 2018

Monday, February 26, 2018; Board List - prior to first meeting in March

Monday, March 12, 2018

Monday, March 26, 2018; Mayor's Budget - on or before 4th Monday in March

Monday, April 9, 2018

Monday, April 23, 2018

Monday, April 30, 2018; Budget Public Hearing; Mayor's Board Appointments - prior to first meeting in May

Monday, May 14, 2018

Monday, May 21, 2018; Adopt Budget - not later than 3rd Monday in May

Monday, May 28, 2018

Monday, June 11, 2018; Council Act on Appointments - at or before 1st meeting in June

Monday, June 25, 2018

Monday, July 9, 2018

Monday, July 23, 2018

Monday, August 13, 2018

Monday, August 27, 2018

Monday, September 10, 2018

Monday, September 24, 2018; Budget Priorities - no later than October 1

Monday, October 8, 2018

Monday, October 22, 2018

Monday, November 12, 2018

Monday, November 26, 2018

Monday, December 10, 2018

Except as otherwise noted, all meetings will be on a Monday at 7:00 p.m. in the Lansing City Council Chambers, 10th Floor City Hall.

BE IT FURTHER RESOLVED that the Council shall meet as a Committee of the Whole on Wednesday, January 3, 2018 at 5:30 p.m.



City of Lansing

OFFICE OF THE CITY ATTORNEY

James D. Smiertka, City Attorney

MEMORANDUM

TO: MAYOR VIRG BERNERO

FROM: BRANDON W. WADDELL, Assistant City Attorney 

DATE: June 20, 2017

RE: JACKSON NATIONAL LIFE – PERMANENT EASEMENT

Attached is a draft resolution for City acceptance of a permanent sanitary sewer easement for the Jackson National Life project. The sewers within the easement have already been constructed in accordance with the approved documents for the project. The easement includes a sanitary sewer easement agreement, which describes the sewers "as built".

It is my understanding that the Public Service Department has reviewed the legal descriptions and that they are acceptable.

The easement agreements, signed by Jackson National Life, are attached for reference and review.

After Council accepts the easement, the originals will need to be approved as to form by the City Attorney and signed by the Mayor. After they are fully executed, they will be recorded.

If there are any questions, we will be glad to respond. Thank you.

**SANITARY SEWER
PERMANENT EASEMENT AGREEMENT**

THIS PERMANENT EASEMENT AGREEMENT is given this 14 day of June, 2017, by **JACKSON NATIONAL LIFE INSURANCE COMPANY**, a Michigan insurance company, whose address is One Corporate Way, Lansing, Michigan 48951 (herein "Grantor"), to the **CITY OF LANSING**, a Michigan municipal corporation, whose address is 124 W. Michigan Avenue, Lansing, Michigan 48933 (herein "City").

WITNESSETH:

For the sum of less than One Hundred Dollars (\$100.00),

1. Grantor hereby grants to City, its successors and assigns, a public sanitary sewer easement that includes the right to lay, install, maintain, construct, operate, repair, replace, renew, remove and inspect sanitary sewer facilities, together with all necessary and convenient equipment, pumps, pipes, lines, connections therefor, and all other fixtures and appliances appurtenant thereto (hereinafter referred to as sanitary sewer) and to use and operate, by means thereof, a system for the transportation of sanitary sewage, upon, across, in, through, and under the property, portions of tax parcel numbers 33-06-06-04-300-018, 33-01-06-04-376-050, 33-01-06-04-376-040, 33-01-06-04-376-001-No.3, 33-06-06-04-300-006, 33-01-06-04-376-001-No.2, 33-01-06-04-376-030, 33-01-06-04-376-020, 33-01-06-04-376-001-No.1, 33-01-06-04-376-010, 33-01-06-04-301-002, legally described as:

Easement Description Parcel-33-06-06-04-300-018

A part of the Southwest ¼ of Section 4, Township 3 North, Range 1 West, Alaledon Township, Ingham County, Michigan;

Having a basis of bearing with respect to the Michigan Coordinate System of 1983, South Zone; Also, being the North American Datum of 1983, as realized in 2011 on the North American Plate, referenced from published coordinates of the control stations on January 1, 2010; also referred to as: NAD83 (2011), Epoch: 2010.00;

Being an easement, more particularly described as:

Commencing at the Southwest Corner of said Section 4; thence N89°59'03"E 84.11' along the south line of said Section 4; thence N0°01'01"W 33.00' to the Point of Beginning, also being a point on the north right-of-way line of Sandhill Road; thence N89°59'03"E 150.00' along the north right-of-way line of Sandhill Road; thence N0°01'01"W 42.33'; thence S89°44'19"E 96.07'; thence N0°07'23"E 40.00'; thence N89°44'19"W 96.17'; thence N0°01'01"W 67.66'; thence S89°58'59"W 150.00'; thence S0°01'01"E 149.98' to the Point of Beginning, also being a point on the north right-of-way line of Sandhill Road; containing 26,341.92 square feet, or 0.61 acres of land, more or less.

Easement Description Parcel-33-01-06-04-376-050

A part of the Southwest $\frac{1}{4}$ of Section 4, Township 3 North, Range 1 West, Alaiedon Township, Ingham County, Michigan;
Having a basis of bearing with respect to the Michigan Coordinate System of 1983, South Zone; Also, being the North American Datum of 1983, as realized in 2011 on the North American Plate, referenced from published coordinates of the control stations on January 1, 2010; also referred to as: NAD83 (2011), Epoch: 2010.00;
Being an easement, more particularly described as:
Commencing at the Southwest Corner of said Section 4; thence N89°59'03"E 330.00' along the south line of said Section 4; thence N0°07'23"E 74.86' to the Point of Beginning; thence S89°44'19"E 334.94'; thence N0°11'42"E 40.00'; thence N89°44'19"W 334.99'; thence S0°07'23"W 40.00' to the Point of Beginning; containing 13,398.62 square feet, or 0.31 acres of land, more or less.

Easement Description Parcel-33-01-06-04-376-040

A part of the Southwest $\frac{1}{4}$ of Section 4, Township 3 North, Range 1 West, Alaiedon Township, Ingham County, Michigan;
Having a basis of bearing with respect to the Michigan Coordinate System of 1983, South Zone; Also, being the North American Datum of 1983, as realized in 2011 on the North American Plate, referenced from published coordinates of the control stations on January 1, 2010; also referred to as: NAD83 (2011), Epoch: 2010.00;
Being an easement, more particularly described as:
Commencing at the South Quarter Corner of said Section 4; thence S89°59'03"W 1,329.70' along the south line of said Section 4; thence N0°16'01"E 68.84' to the Point of Beginning; thence continuing N0°16'01"E 40.12'; thence N85°17'26"W 13.77'; thence N89°44'19"W 651.26'; thence S0°11'42"W 40.00'; thence S89°44'19"E 649.66'; thence S85°17'26"E 15.32' to the Point of Beginning; containing 26,600.08 square feet, or 0.61 acres of land, more or less.

Easement Description Parcel-33-01-06-04-376-001-No.3

A part of the Southwest $\frac{1}{4}$ of Section 4, Township 3 North, Range 1 West, Alaiedon Township, Ingham County, Michigan;
Having a basis of bearing with respect to the Michigan Coordinate System of 1983, South Zone; Also, being the North American Datum of 1983, as realized in 2011 on the North American Plate, referenced from published coordinates of the control stations on January 1, 2010; also referred to as: NAD83 (2011), Epoch: 2010.00;
Being an easement, more particularly described as:
Commencing at the South Quarter Corner of said Section 4; thence S89°59'03"W 997.27' along the south line of said Section 4; thence N0°18'10"E 57.46' to the Point of Beginning; thence continuing N0°18'10"E 40.00'; thence S89°59'58"W 193.91'; thence N85°17'26"W 139.00'; thence S0°16'01"W 40.12'; thence S85°17'26"E 137.53'; thence N89°59'58"E 195.34' to the Point of Beginning; containing 13,315.47 square feet, or 0.31 acres of land, more or less.

Easement Description Parcel-33-06-06-04-300-006

A part of the Southwest $\frac{1}{4}$ of Section 4, Township 3 North, Range 1 West, Alaiedon Township, Ingham County, Michigan;
Having a basis of bearing with respect to the Michigan Coordinate System of 1983, South Zone; Also, being the North American Datum of 1983, as realized in 2011 on the North American Plate, referenced from published coordinates of the control stations on January 1, 2010; also referred to as: NAD83 (2011), Epoch: 2010.00;
Being an easement, more particularly described as:

Commencing at the South Quarter Corner of said Section 4; thence S89°59'03"W 831.06' along the south line of said Section 4; thence N0°19'15"E 57.41' to the Point of Beginning; thence continuing N0°19'15"E 40.00'; thence S89°59'58"W 166.24'; thence S0°18'10"W 40.00'; thence N89°59'58"E 166.23' to the Point of Beginning; containing 6,649.45 square feet, or 0.15 acres of land, more or less.

Easement Description Parcel-33-01-06-04-376-001-No.2

A part of the Southwest ¼ of Section 4, Township 3 North, Range 1 West, Alaiedon Township, Ingham County, Michigan;

Having a basis of bearing with respect to the Michigan Coordinate System of 1983, South Zone; Also, being the North American Datum of 1983, as realized in 2011 on the North American Plate, referenced from published coordinates of the control stations on January 1, 2010; also referred to as: NAD83 (2011), Epoch: 2010.00;

Being an easement, more particularly described as:

Commencing at the South Quarter Corner of said Section 4; thence S89°59'03"W 664.85' along the south line of said Section 4; thence N0°20'20"E 57.37' to the Point of Beginning; thence continuing N0°20'20"E 40.00'; thence S89°59'58"W 166.24'; thence S0°19'15"W 40.00'; thence N89°59'58"E 166.23' to the Point of Beginning; containing 6,649.45 square feet, or 0.15 acres of land, more or less.

Easement Description Parcel-33-01-06-04-376-030

A part of the Southwest ¼ of Section 4, Township 3 North, Range 1 West, Alaiedon Township, Ingham County, Michigan;

Having a basis of bearing with respect to the Michigan Coordinate System of 1983, South Zone; Also, being the North American Datum of 1983, as realized in 2011 on the North American Plate, referenced from published coordinates of the control stations on January 1, 2010; also referred to as: NAD83 (2011), Epoch: 2010.00;

Being an easement, more particularly described as:

Commencing at the South Quarter Corner of said Section 4; thence N0°24'38"E 663.31' along the north-south quarter-line of said Section 4; thence S89°58'06"W 89.73' to the Point of Beginning; thence continuing S89°58'06"W 40.00'; thence S0°24'33"W 501.66'; thence S42°38'41"W 87.54'; thence S89°59'58"W 476.41'; thence S0°20'20"W 40.00'; thence N89°59'58"E 494.19'; thence N42°38'41"E 120.53'; thence N0°24'33"E 517.42' to the Point of Beginning; containing 43,954.67 square feet, or 1.01 acres of land, more or less.

Easement Description Parcel-33-01-06-04-376-020

A part of the Southwest ¼ of Section 4, Township 3 North, Range 1 West, Alaiedon Township, Ingham County, Michigan;

Having a basis of bearing with respect to the Michigan Coordinate System of 1983, South Zone; Also, being the North American Datum of 1983, as realized in 2011 on the North American Plate, referenced from published coordinates of the control stations on January 1, 2010; also referred to as: NAD83 (2011), Epoch: 2010.00;

Being an easement, more particularly described as:

Commencing at the South Quarter Corner of said Section 4; thence N0°24'38"E 663.31' along the north-south quarter-line of said Section 4; thence S89°58'06"W 89.73' to the Point of Beginning; thence continuing S89°58'06"W 40.00'; thence N0°24'33"E 272.01'; thence N89°58'06"E 40.00'; thence S0°24'33"W 272.01' to the Point of Beginning; containing 10,880.32 square feet, or 0.25 acres of land, more or less.

Easement Description Parcel-33-01-06-04-376-001-No.1

A part of the Southwest $\frac{1}{4}$ of Section 4, Township 3 North, Range 1 West, Alameda Township, Ingham County, Michigan;
Having a basis of bearing with respect to the Michigan Coordinate System of 1983, South Zone; Also, being the North American Datum of 1983, as realized in 2011 on the North American Plate, referenced from published coordinates of the control stations on January 1, 2010; also referred to as: NAD83 (2011), Epoch: 2010.00;
Being an easement, more particularly described as:
Commencing at the South Quarter Corner of said Section 4; thence N0°24'38"E 935.32' along the north-south quarter-line of said Section 4; thence S89°58'06"W 89.74' to the Point of Beginning; thence continuing S89°58'06"W 40.00'; thence N0°24'33"E 61.26'; thence N89°57'08"E 40.00'; thence S0°24'33"W 61.27' to the Point of Beginning; containing 2,450.51 square feet, or 0.06 acres of land, more or less.

Easement Description Parcel-33-01-06-04-376-010

A part of the Southwest $\frac{1}{4}$ of Section 4, Township 3 North, Range 1 West, Alameda Township, Ingham County, Michigan;
Having a basis of bearing with respect to the Michigan Coordinate System of 1983, South Zone; Also, being the North American Datum of 1983, as realized in 2011 on the North American Plate, referenced from published coordinates of the control stations on January 1, 2010; also referred to as: NAD83 (2011), Epoch: 2010.00;
Being an easement, more particularly described as:
Commencing at the South Quarter Corner of said Section 4; thence N0°24'38"E 996.61' along the north-south quarter-line of said Section 4; thence S89°57'08"W 89.74' to the Point of Beginning; thence continuing S89°57'08"W 40.00'; thence N0°24'33"E 330.01'; thence N89°57'08"E 40.00'; thence S0°24'33"W 330.01' to the Point of Beginning; containing 13,200.42 square feet, or 0.30 acres of land, more or less.

Easement Description Parcel-33-01-06-04-301-002

A part of the Southwest $\frac{1}{4}$ of Section 4, Township 3 North, Range 1 West, Alameda Township, Ingham County, Michigan;
Having a basis of bearing with respect to the Michigan Coordinate System of 1983, South Zone; Also, being the North American Datum of 1983, as realized in 2011 on the North American Plate, referenced from published coordinates of the control stations on January 1, 2010; also referred to as: NAD83 (2011), Epoch: 2010.00;
Being an easement, more particularly described as:
Commencing at the South Quarter Corner of said Section 4; thence N0°24'38"E 1,326.62' along the north-south quarter-line of said Section 4 to a point on the north line of the south $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of said Section 4; thence S89°57'08"W 89.64' to the Point of Beginning; thence continuing S89°57'08"W 40.11'; thence N0°24'33"E 2.41'; thence N8°32'47"E 100.51'; thence N0°24'33"E 539.85'; thence N12°51'31"E 141.66'; thence N0°24'38"E 127.53'; thence S89°35'22"E 10.00'; thence S0°24'38"W 54.64'; thence S89°35'22"E 25.00'; thence S0°24'38"W 99.90'; thence S12°51'31"W 118.47'; thence S0°24'33"W 538.33'; thence S8°32'47"W 99.74' to the Point of Beginning; containing 34,372.61 square feet, or 0.79 acres of land, more or less.

The width, length and location of the easement are depicted on the drawing attached hereto as Exhibit A (the "Easement Area").

2. In addition to the rights granted in Paragraph 1 above, this easement grants the following additional rights to the City:

- a. The City may cut, trim, remove any vegetation within the Easement Area which unreasonably inhibits the ingress, egress, maintenance, repair, replacement and cleaning of the sanitary sewer system.
 - b. To use the Easement Area for any other use consistent with or incidental to the use of the premises for purposes of the easement herein granted.
 - c. To have the Grantor not unreasonably interfere with the City's use and occupancy of the Easement Area for the purposes of the easement herein granted during the term of this easement.
3. The City, by acceptance of this easement, covenants and agrees to the following:
 - a. To restore the Grantor's property to substantially its original condition, except for the aforementioned grading, sloping, and physical changes City makes to the property provided; however, the City shall not be required to replace any structure or vegetation hereafter placed on the Easement Area, including trees removed, destroyed, or damaged as a consequence of the City's exercise of its easement rights described herein.
 - a. To conduct all its activities in a good, safe, and work-man-like manner.
4. The easement is perpetual.
5. This easement is further subject to the restriction that Grantor, its transferees, heirs, successors and assigns shall not use, occupy or interfere with the City's use and occupancy of the Easement Area for the purposes granted herein and shall not construct any structure or plant any trees on the Easement Area without expressed written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.
6. This easement and rights herein granted may be assigned by the City, provided its successor in interest is a public body, utility or similar entity.
7. The Grantor and City, their successors, heirs and assigns, are the only parties entitled to bring an action to enforce the rights and obligations of this easement.
8. The Grantor acknowledges that Grantor it is not aware of any person or other entity which has any right, title or interest in the Easement Area, except typical utility easements.
9. The terms, conditions, reservations, and easement rights herein contained shall be covenants running with the land and shall bind and inure to the benefit of the parties hereto and their respective heirs, successors, transferees and assigns.
10. If any terms or conditions of this easement or the application thereof to any person or circumstance shall at any time or to any extent be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remainder of this easement and the application of the terms and conditions to persons or circumstances (other than those to which it is held invalid, illegal or unenforceable) shall not be affected thereby shall be enforceable to the fullest extent permitted by law.
11. This instrument contains all the terms and conditions of the easement as agreed upon between the parties hereto, except as the parties may hereafter agree to in writing.

This conveyance is exempt from state transfer tax pursuant to MCL 207.526(a) and is exempt from county transfer tax pursuant to MCL 207.505 (a).

IN WITNESS WHEREOF, the Grantor has executed this easement agreement on the day and year first above written.

GRANTOR(S):

JACKSON NATIONAL LIFE INSURANCE COMPANY

By: Dennis A. Blue
Dennis A. Blue
Its: Vice President, Corporate Support Services

STATE OF MICHIGAN)
) ss.
COUNTY OF INGHAM)

On this 14th day of June, 2017, before me personally appeared Dennis A. Blue, the Vice President, Corporate Support Services, Jackson National Life Insurance Company, a Michigan insurance company, who acknowledged the foregoing instrument on behalf of said company.

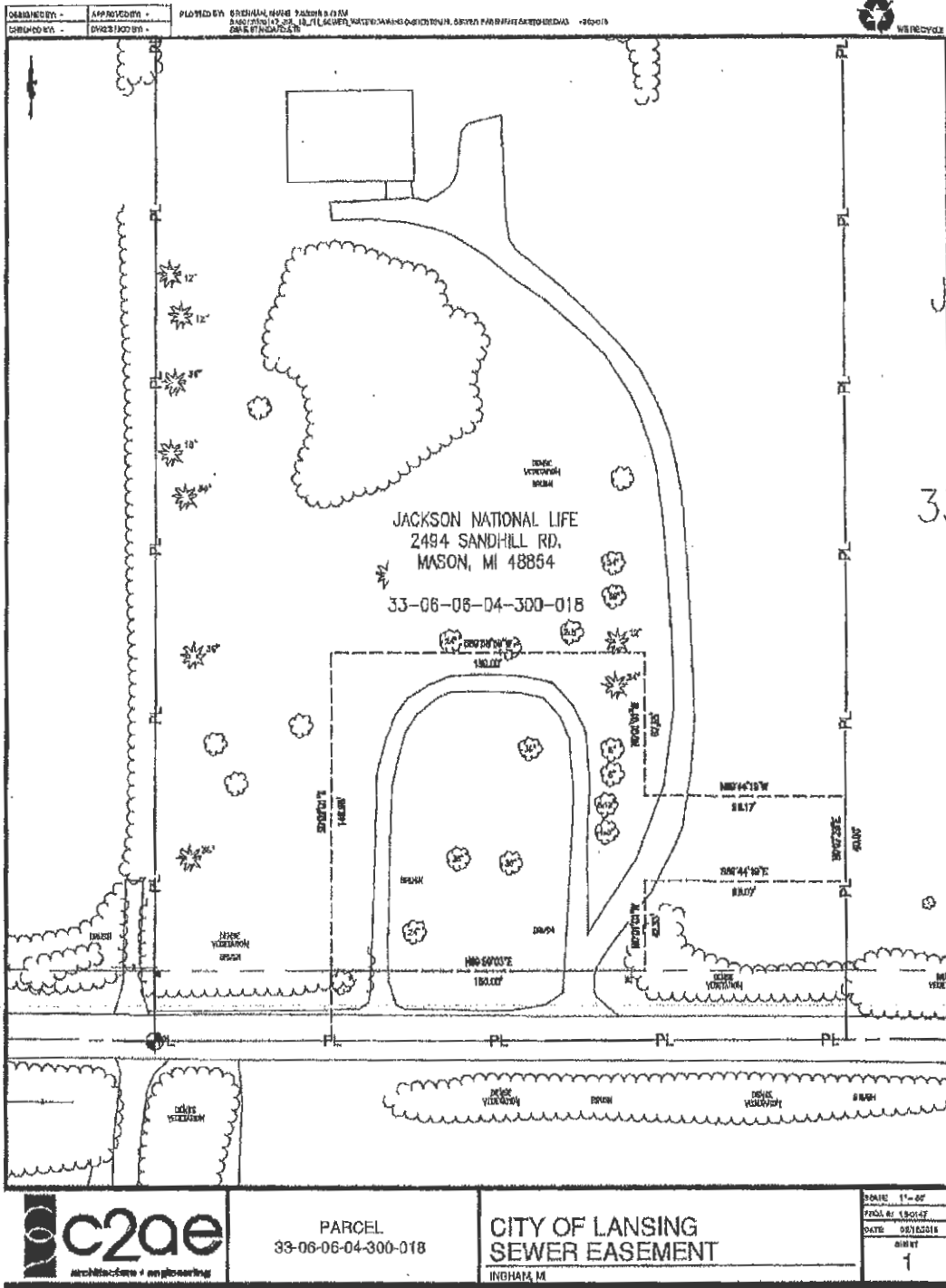
Nora Lynn Gathman
INGHAM County, Michigan
Acting In INGHAM County, Michigan
My Commission expires: 09-21-2019

NORA LYNN GATHMAN Notary Public, State of Michigan County of Ingham My Commission Expires Sep. 21, 2019 Acting in the County of <u>INGHAM</u>

This instrument prepared by and when recorded, return to:

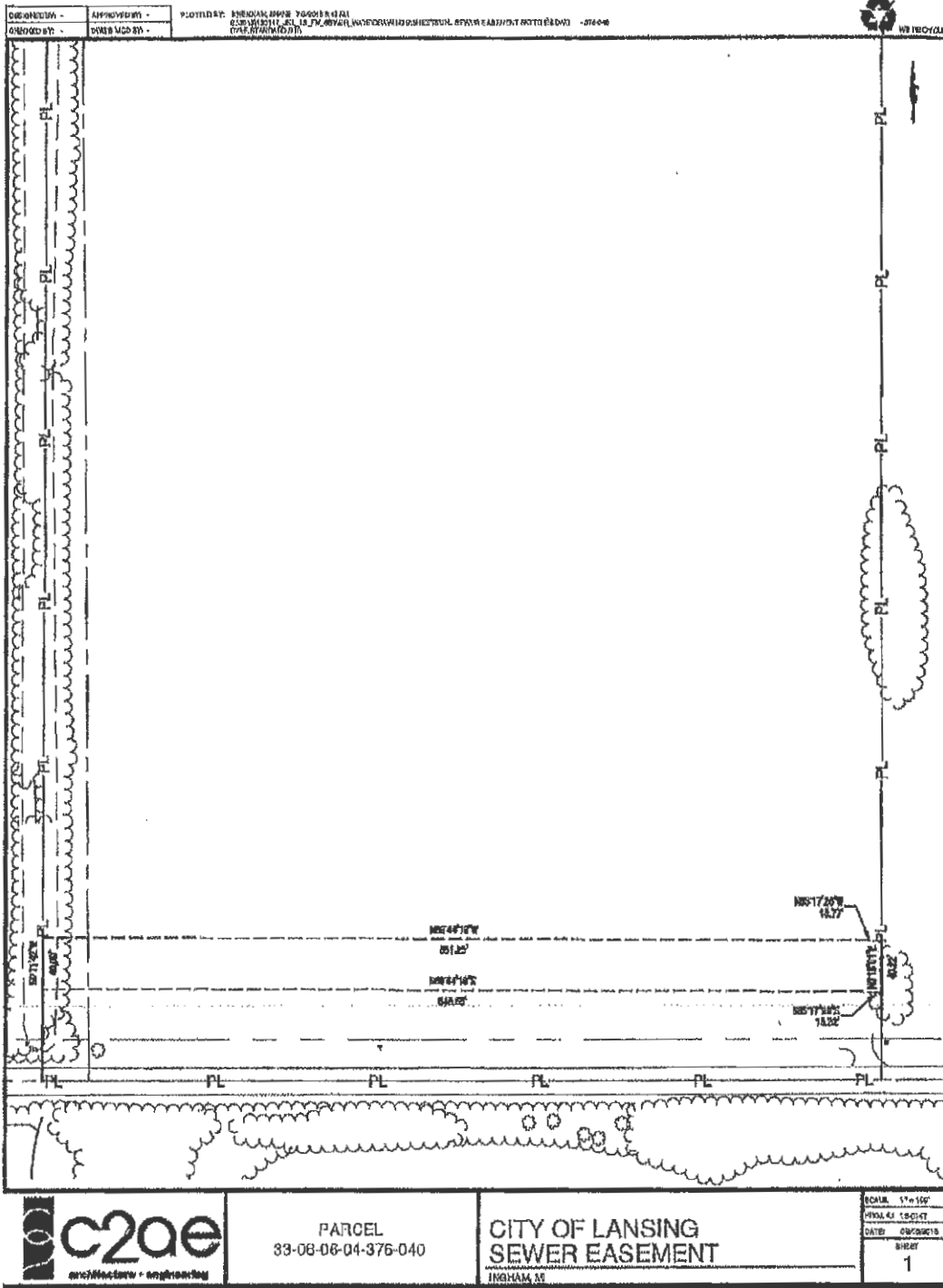
John M. Roberts, Jr.
Special Assistant City Attorney
City of Lansing
124 W. Michigan Ave., Fl. 5
Lansing, MI 48933-1670





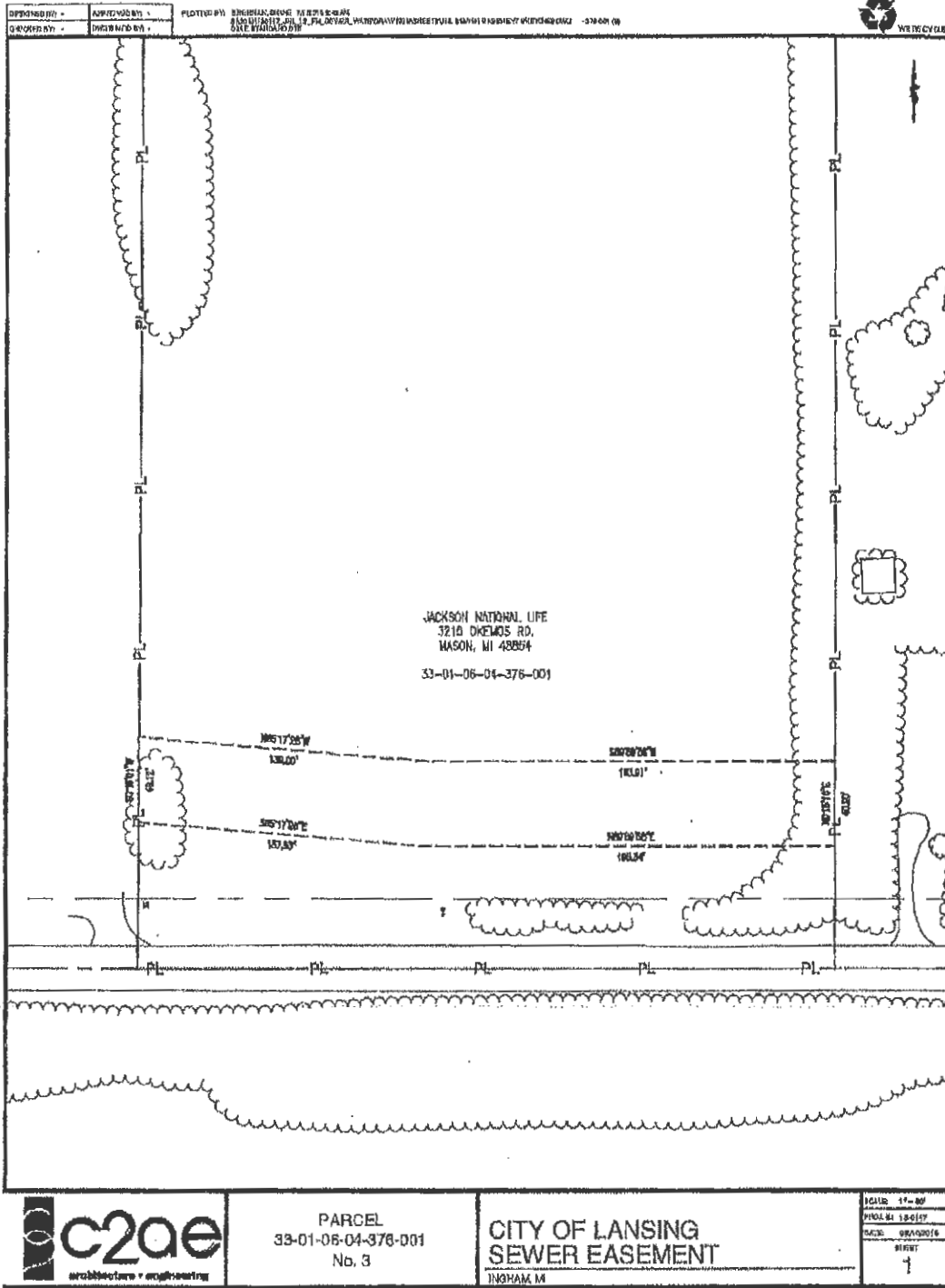
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EXHIBIT A



©2018 C2AE. NOT TO BE REPRODUCED OR DISTRIBUTED WITHOUT PRIOR WRITTEN CONSENT FROM C2AE. ALL RIGHTS RESERVED.

07/01/2018 A



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EXHIBIT A

RESOLUTION # _____
BY THE COMMITTEE ON PUBLIC SERVICE
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, pursuant to the Development Agreement between the City and Jackson National Life (JNL), the City is providing sanitary sewer services to the Public Act 425 transfer area that was formerly Alaiedon Township; and

WHEREAS, as part of the sanitary sewer system, JNL constructed for the City is now ready to transfer appurtenant easements to the City; and

WHEREAS, the Public Service Department has inspected and recommends its acceptance and dedication by the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves City acceptance of the permanent public sanitary sewer easement and assignment of the constructed sanitary sewer therein, as filed March 6, 2014 in the office of the City Clerk, and dedicated the sanitary sewer to public use.

BE IT FURTHER RESOLVED that the Mayor, on behalf of the City, is authorized to sign and execute easements, subject to their prior approval as to form by the City Attorney.

BE IT FINALLY RESOLVED, after the execution of the permanent easement by the Mayor, the City Clerk is requested to record the easement with the Ingham County Register of Deeds.

BILL OF SALE AGREEMENT

This Bill of Sale Agreement (the "Agreement") is made as of the 14 day of June, 2017, by and between Jackson National Life Insurance Company, a Michigan insurance company with offices at 1 Corporate Way, Lansing, Michigan 48951 ("Jackson"), and the City of Lansing, a Michigan municipal corporation with offices at 124 West Michigan Avenue, Lansing, Michigan 48933 ("Lansing").

Recital of Facts

Pursuant to the terms of a Development Agreement dated August 8, 2013 between the parties ("Development Agreement"), Jackson designed and constructed a Sanitary Sewer Collection System, described in the Development Agreement and designated the City Sanitary Sewer Collection System, in conformity with the engineering, drawings, and design standards and requirements of Lansing. Unless expressly stated otherwise, the terms used in this Agreement are the same terms and have the same meaning as those used and defined in the Development Agreement. The City Sanitary Sewer Collection System improvements have been inspected by the City Engineer or his designee, and he is satisfied that the City Sanitary Sewer Collection System improvements are ready and capable of operation and has issued a Letter of Approval dated October 16, 2015, attached as Exhibit A and incorporated by this reference.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Development Agreement and this Agreement, Jackson and Lansing agree as follows:

1. Pursuant to the terms of the Development Agreement, Jackson does hereby transfer to Lansing all of its right, title, and interest in the City Sanitary Sewer Collection System.
2. Lansing acknowledges that it has had full opportunity to inspect the construction of the City Sanitary Sewer Collection System improvements and is wholly satisfied with them as set forth in Exhibit A. Notwithstanding the acceptance of the City Sanitary Sewer Collection System improvements, no individual property will be connected to the City Sanitary Sewer Collection System for use without first having been issued a Sewer Permit in compliance with the Sanitary Sewer Ordinances.
3. Jackson hereby represents and warrants to Lansing that Jackson is the owner of the City Sanitary Sewer Collection System, that the City Sanitary Sewer Collection System is free and clear of all liens, charges, and encumbrances, and that Jackson has full right, power, and authority to transfer it to Lansing and make this Bill of Sale.
4. Jackson warrants all work, material, and workmanship against defects and deficiencies for a period of one year from the October 16, 2015 date of the Letter of Approval and shall maintain a performance bond to cover this period.

5. Jackson assigns to Lansing the warranties attached and incorporated as Exhibits A-1 through A-15.

6. Jackson disclaims all other warranties, express or implied (including any warranty of merchantability or fitness for a particular purpose), and with the exception of the warranties set forth above, the City Sanitary Sewer Collection System transferred hereby is being transferred as is, where is.

IN WITNESS WHEREOF, Jackson and Lansing, by and through their duly authorized representatives, have executed this Agreement as of the day and date first above written.

**JACKSON NATIONAL LIFE
INSURANCE COMPANY**

By: Dennis A. Blue
Dennis A. Blue
Its: Vice President

CITY OF LANSING

By: _____
Virg Bernero
Its: Mayor

Approved as to form:

City Finance Director

City Attorney

EXHIBIT A-1

PROJECT WARRANTY

Project: Jackson National Pump Station & Sewer Extension
Lansing MI
Job #14470

WC # & Description: 2.0200 Earthwork & Utilities

Subcontractor: Hoffman Brothers
8574 Verona Road
Battle Creek, MI 49014

Contact: Ed Davis
Phone No.: 269.965.1207

Contract No.: 14470.004

We, the undersigned, hereby warranty any and all work performed under our subcontract agreement with The Wieland-Davco Corporation. All materials and/or workmanship shall be free from defects for a period of not less than one (1) year from the substantial completion date* listed herein. It is further understood any special warranties listed in the project specifications related to this work shall also be honored as stated.

*Substantial Completion Date: August 19, 2015

Hoffman Brothers

By:  (Authorized Officer)

Title: SECRETARY

Date: 8/27/15

Return Original To:

The Wieland-Davco Corporation
Attn: **Betsy Zietlow**
4162 English Oak Drive
Lansing, MI 48911

EXHIBIT A-2

PROJECT WARRANTY

Project: Jackson National Pump Station & Sewer Extension
Lansing MI
Job #14470

WC # & Description: 2.0250 Asphalt Paving

Subcontractor: Rieth-Riley Construction Co.
4150 S. Creyts Road
Lansing MI 48917

Contact: Brian Quinn
Phone No.: 517.721.0103

Contract No.: 14470.014

We, the undersigned, hereby warranty any and all work performed under our subcontract agreement with The Wieland-Davco Corporation. All materials and/or workmanship shall be free from defects for a period of not less than one (1) year from the substantial completion date* listed herein. It is further understood any special warranties listed in the project specifications related to this work shall also be honored as stated.

*Substantial Completion Date: August 19, 2015

Rieth-Riley Construction Co.

By: B. Quinn (Company)
(Authorized Officer)

Title: Estimator

Date: 8/31/15

Return Original To:

The Wieland-Davco Corporation
Attn: **Betsy Zietlow**
4162 English Oak Drive
Lansing, MI 48911

EXHIBIT A-3

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PROJECT WARRANTY

Grand River Construction, Inc.

Project: Jackson National Pump Station & Sewer Extension
Lansing MI
Job #14470

WC # & Description: 3.0300 Concrete

Subcontractor: Grand River Construction Inc.
5025 40th Avenue
Hudsonville MI 49426

Contact: Peter Elzinga
Phone No.: 616.669.5611

Contract No.: 14470.003

We, the undersigned, hereby warranty any and all work performed under our subcontract agreement with The Wieland-Davco Corporation. All materials and/or workmanship shall be free from defects for a period of not less than one (1) year from the substantial completion date* listed herein. It is further understood any special warranties listed in the project specifications related to this work shall also be honored as stated.

*Substantial Completion Date: August 19, 2015

Grand River Construction Inc.

By: Peter Elzinga (Company)
(Authorized Office)
Title: VICE PRESIDENT
Date: SEPTEMBER 1, 2015

Return Original To:

The Wieland-Davco Corporation
Attn: **Betsy Zietlow**
4162 English Oak Drive
Lansing, MI 48911

EXHIBIT A-4

PROJECT WARRANTY

Project: Jackson National Pump Station & Sewer Extension
Lansing MI
Job #14470

WC # & Description: 4.0400 Masonry

Subcontractor:
Complete Enclosures
3651 Toles Road
Mason MI 48854

Contact: Jon Davenport
Phone No.: 517.230.9266

Contract No.: 14470.008

We, the undersigned, hereby warranty any and all work performed under our subcontract agreement with The Wieland-Davco Corporation. All materials and/or workmanship shall be free from defects for a period of not less than one (1) year from the substantial completion date* listed herein. It is further understood any special warranties listed in the project specifications related to this work shall also be honored as stated.

*Substantial Completion Date: August 19, 2015

Complete Enclosures

By: Jon Davenport (Company)
(Authorized Officer)
Title: Vice President
Date: 8/31/15

Return Original To:

The Wieland-Davco Corporation
Attn: **Betsy Zietlow**
4162 English Oak Drive
Lansing MI 48214

C941

EXHIBIT A-5

PROJECT WARRANTY

Project: Jackson National Pump Station & Sewer Extension
Lansing MI
Job #14470

WC # & Description: 5.0500 Steel and Metals

Subcontractor: Builders Iron
7770 Venture Avenue NW
Sparta MI 49345

Contact: Dale Throop
Phone No.: 616.647.9288

Contract No.: 14470.002

We, the undersigned, hereby warranty any and all work performed under our subcontract agreement with The Wieland-Davco Corporation. All materials and/or workmanship shall be free from defects for a period of not less than one (1) year from the substantial completion date* listed herein. It is further understood any special warranties listed in the project specifications related to this work shall also be honored as stated.

*Substantial Completion Date: August 19, 2015

Builders Iron

(Company)
By: Dale Throop
(Authorized Officer)
Title: Vice-President
Date: 8-27-15

Return Original To:

The Wieland-Davco Corporation
Attn: **Betsy Zietlow**
4162 English Oak Drive
Lansing, MI 48911

EXHIBIT A-6

PROJECT WARRANTY

Project: Jackson National Pump Station & Sewer Extension
Lansing MI
Job #14470

WC # & Description: 6.0610 Carpentry

Subcontractor: Moore Trosper Construction Co.
4224 Keller Road
Holt MI 48842

Contact: Ken Granger
Phone No.: 517.694.6310

Contract No.: 14470.009

We, the undersigned, hereby warranty any and all work performed under our subcontract agreement with The Wieland-Davco Corporation. All materials and/or workmanship shall be free from defects for a period of not less than one (1) year from the substantial completion date* listed herein. It is further understood any special warranties listed in the project specifications related to this work shall also be honored as stated.

*Substantial Completion Date: August 19, 2015

Moore Trosper Construction Co.

(Company)

By: _____
(Authorized Officer)

Title: Gen. Pres. Mer

Date: 8/22/15

Return Original To:

The Wieland-Davco Corporation
Attn: **Betsy Zietlow**
4162 English Oak Drive
Lansing, MI 48911

EXHIBIT A-7

PROJECT WARRANTY

Project: Jackson National Pump Station & Sewer Extension
Lansing MI
Job #14470

WC # & Description: 7.0710 Metal Roofing & Sheet Metal

Subcontractor: DMI Sheet Metal LLC
11635 Pulver Road
Lansingburg MI 48848

Contact: Dave Metcalf
Phone No.: 517.242.6005

Contract No.: 14470.010

We, the undersigned, hereby warranty any and all work performed under our subcontract agreement with The Wieland-Davco Corporation. All materials and/or workmanship shall be free from defects for a period of not less than one (1) year from the substantial completion date* listed herein. It is further understood any special warranties listed in the project specifications related to this work shall also be honored as stated.

*Substantial Completion Date: August 19, 2015

DMI Sheet Metal LLC

By: *David P. Metcalf*
(Authorized Officer)
Title: President
Date: 10/1/15

Return Original To:

The Wieland-Davco Corporation
Attn: *Betsy Zlotow*
4162 English Oak Drive
Lansing, MI 48911

EXHIBIT A-8

PROJECT WARRANTY

Project: Jackson National Pump Station & Sewer Extension
Lansing MI
Job #14470

WC # & Description: 7.0790 Waterproofing & Sealants

Subcontractor: DC Byers Co.
16429 Upton Road Suite #3
East Lansing MI 48823

Contact: Doug Harshbarger
Phone No.: 517.339.1946

Contract No.: 14470.011

We, the undersigned, hereby warranty any and all work performed under our subcontract agreement with The Wieland-Davco Corporation. All materials and/or workmanship shall be free from defects for a period of not less than one (1) year from the substantial completion date* listed herein. It is further understood any special warranties listed in the project specifications related to this work shall also be honored as stated.

*Substantial Completion Date: August 19, 2015

DC Byers Co.

By: [Signature] (Company)
(Authorized Officer)
Title: Project manager
Date: 8-27-15

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Return Original To:

The Wieland-Davco Corporation
Attn: **Betsy Zietlow**
4162 English Oak Drive
Lansing, MI 48911

EXHIBIT A-9

PROJECT WARRANTY

Project: Jackson National Pump Station & Sewer Extension
Lansing MI
Job #14470

WC # & Description: 8.0820 Overhead Coiling Door

Subcontractor: Overhead Door Co of Lansing Inc.
2045 East M-78
East Lansing MI 48823

Contact: Michael Bartkowiak
Phone No.: 517.332.1133

Contract No.: 14470.012

We, the undersigned, hereby warranty any and all work performed under our subcontract agreement with The Wieland-Davco Corporation. All materials and/or workmanship shall be free from defects for a period of not less than one (1) year from the substantial completion date* listed herein. It is further understood any special warranties listed in the project specifications related to this work shall also be honored as stated.

*Substantial Completion Date: August 19, 2015

Overhead Door Co of Lansing Inc.

By: Michael Bartkowiak
(Authorized Officer)
Title: Vice President
Date: 8/31/15

Return Original To:

The Wieland-Davco Corporation
Attn: Betsy Zietlow
4162 English Oak Drive
Lansing, MI 48911

EXHIBIT A-10

PROJECT WARRANTY

Project: Jackson National Pump Station & Sewer Extension
Lansing MI
Job #14470

WC # & Description: 9.0990 Paintings & Coatings

Subcontractor: Murray Painting
6078 Hackett Road
Freeland, MI 48623

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Contact: Eric Lonsway
Phone No.: 989.695.8152

Contract No.: 14470.013

We, the undersigned, hereby warranty any and all work performed under our subcontract agreement with The Wieland-Davco Corporation. All materials and/or workmanship shall be free from defects for a period of not less than one (1) year from the substantial completion date* listed herein. It is further understood any special warranties listed in the project specifications related to this work shall also be honored as stated.

*Substantial Completion Date: August 19, 2015

Murray Painting

(Company)

By: *Robert M. Young Pres.*
(Authorized Officer)

Title: President

Date: 8-31-15

Return Original To:

The Wieland-Davco Corporation
Attn: **Betsy Zietlow**
4162 English Oak Drive
Lansing, MI 48911

EXHIBIT A-11

PROJECT WARRANTY

Project: Jackson National Pump Station & Sewer Extension
Lansing MI
Job #14470

WC # & Description: 15.1510 Mechanical Work

Subcontractor: Goyette Mechanical Co
3842 Gorey Avenue
Flint MI 48506

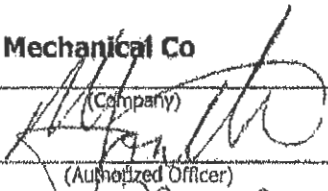
Contact: Jeremy Halligan
Phone No.: 810.743.6883

Contract No.: 14470.006

We, the undersigned, hereby warranty any and all work performed under our subcontract agreement with The Wieland-Davco Corporation. All materials and/or workmanship shall be free from defects for a period of not less than one (1) year from the substantial completion date* listed herein. It is further understood any special warranties listed in the project specifications related to this work shall also be honored as stated.

*Substantial Completion Date: August 19, 2015

Goyette Mechanical Co

By: 
(Authorized Officer)

Title: PRESIDENT

Date: 9-3-15

Return Original To:

The Wieland-Davco Corporation
Attn: Betsy Zietlow
4162 English Oak Drive
Lansing, MI 48911

EXHIBIT A-12

PROJECT WARRANTY

Project: Jackson National Pump Station & Sewer Extension
Lansing MI
Job #14470

WC # & Description: 16.1600 Electrical-Generator Backup Power

Subcontractor: Shaw Electric Co.
22100 Telegraph Road
Southfield MI 48033

Contact: Lynn Hardy
Phone No.: 248.228.2004

Contract No.: 14470.015

We, the undersigned, hereby warranty any and all work performed under our subcontract agreement with The Wieland-Davco Corporation. All materials and/or workmanship shall be free from defects for a period of not less than one (1) year from the substantial completion date* listed herein. It is further understood any special warranties listed in the project specifications related to this work shall also be honored as stated.

*Substantial Completion Date: August 19, 2015

Shaw Electric Co.

By: Robert Marsh (Authorized Officer)
(Company)

Title: V.P.

Date: 10-7-15

Return Original To:

The Wieland-Davco Corporation
Attn: Betsy Zietlow
4162 English Oak Drive
Lansing, MI 48911

EXHIBIT A-13

PROJECT WARRANTY

Project: Jackson National Pump Station & Sewer Extension
Lansing MI
Job #14470

WC # & Description: 16.1600 Electrical & Instrumentation

Subcontractor: Superior Electric
212 West Sheridan Road
Lansing MI 48906

Contact: Michael Hull
Phone No.: 517.485.7125

Contract No.: 14470.007

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WIELAND-DAVCO

We, the undersigned, hereby warranty any and all work performed under our subcontract agreement with The Wieland-Davco Corporation. All materials and/or workmanship shall be free from defects for a period of not less than one (1) year from the substantial completion date* listed herein. It is further understood any special warranties listed in the project specifications related to this work shall also be honored as stated.

*Substantial Completion Date: August 19, 2015

Superior Electric

(Company)
By: [Signature]
(Authorized Officer)
Title: President
Date: 8-27-2015

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AUG 27 2015

SUPERIOR ELECTRIC OF LANSING, INC.

Return Original To:

The Wieland-Davco Corporation
Attn: **Betsy Zietlow**
4162 English Oak Drive
Lansing, MI 48911

EXHIBIT A-14

PROJECT WARRANTY

Project: Jackson National Pump Station & Sewer Extension
Lansing MI
Job #14470

WC # & Description: 70.7050 Hydrovac Excavation

Subcontractor: Plummers Environmental Services Inc.
10075 Sedrol Industrial Drive
Byron Center, MI 49315

Contact:
Phone No.: 616.877.3930

Contract No.: 14470.005

We, the undersigned, hereby warranty any and all work performed under our subcontract agreement with The Wieland-Davco Corporation. All materials and/or workmanship shall be free from defects for a period of not less than one (1) year from the substantial completion date* listed herein. It is further understood any special warranties listed in the project specifications related to this work shall also be honored as stated.

*Substantial Completion Date: August 19, 2015

Plummers Environmental Services Inc.

(Company)

By: _____
(Authorized Officer)

Title: _____

Date: _____

Return Original To:

The Wieland-Davco Corporation
Attn: **Betsy Zietlow**
4162 English Oak Drive
Lansing MI 48244



EXHIBIT A-15

WARRANTY AGREEMENT FOR 20-YEAR WEATHERTIGHTNESS LIMITED WARRANTY

THIS WARRANTY AGREEMENT, dated February 9, 2016 sets forth the understanding and agreement between the parties concerning the limited warranty with respect to the following:

Building Owner:	City of Lansing Public Services
Building Type:	Pump Station
Building Location:	2490 Sandhill Road; Lansing, MI
Job Number:	PAC Invoice 01072750
	Oakland Metal Sales P.O. 9559
Roofing System Type:	Snap-Seam
Date of Completion:	4/20/15
Warranty Type:	coil

PETERSEN ALUMINUM CORPORATION ("PAC"), the Panel Manufacturer whose signature appears below ("Panel Manufacturer"), and the Roofing Contractor whose signature appears below ("Roofing Contractor") severally warrant to the above named Building Owner ("Owner") that subject to all terms, conditions, limitations, allocations, and responsibilities stated herein, PAC's materials and workmanship, Panel Manufacturer's workmanship, and Roofing Contractor's workmanship in installing the PAC Roofing System ("Roofing System") on the above named building will be adequate to prevent leaks for twenty (20) years commencing with the above date of completion of installation of the subject Roofing System.

Limited Warranty Terms and Conditions

1. This warranty will be fully satisfied by repair of the Roofing System, and any such repair shall be subject to this limited warranty against leaks only for any then remaining balance of the original 20-year warranty period.
2. If upon PAC's inspection, PAC determines that the leak in the Roofing System are caused by defects in the PAC Roofing System's material or in the workmanship of Panel Manufacturer or Roofing Contractor, Roofing System repair obligations shall then arise in accordance herewith, but Owner's remedies and PAC's, Panel Manufacturer and Roofing Contractor's liability shall in any event be limited to repair of the Roofing System. Otherwise, neither PAC nor Panel Manufacturer nor Roofing Contractor shall have any liability hereunder.
3. Neither PAC, Panel Manufacturer nor Roofing Contractor shall have any liability or responsibility under or in connection with either this 20-year Weathertightness Limited Warranty or for leaks in the Roofing System, or otherwise, if any one or more of the following shall occur:
 - a. deterioration caused by marine (salt water) atmosphere or by regular spray of either salt or fresh water;
 - b. corrosion caused by heavy fallout or exposure to corrosive chemicals, ash or fumes from any chemical plant, paper plant, and the like;
 - c. deterioration caused by any corrosive substance or any condensate of any harmful substance contained, generated or released inside the building;
 - d. damage caused by worker(s) on the roof, except during the course of installation;
 - e. damage to the Roofing System caused by natural disasters, including, but not limited to, lightning or any strong wind, hurricane, fire, explosion, tornado, or earthquake or other accident or casualty;
 - f. if, after installation of the Roofing System by Roofing Contractor, there are any alterations, such as, but not limited to, structural changes involving the Roofing System, or by structures, fixtures, or utilities being placed upon or attached to the roof without prior written authorization from PAC;
 - g. if there is any failure by the Owner or Lessee or other occupant or user to use reasonable care in maintaining the roof;
 - h. if Owner fails to comply with every term and/or condition stated in the Limited Warranty Agreement;
 - i. damage as a result of standing water in non-vertical application;
 - j. vandalism, falling objects, civil commotions or acts of war, atomic radiation, acts of God, or other such similar or dissimilar occurrences beyond PAC's control;
 - k. faulty building design or failure of any part of the building structure other than the Roofing System.

Peterson Aluminum Corporation
1005 Tonne Road
Elk Grove Village, IL 60007
tel: 800 323 1960
fax: 800 722 7150

visit our website @ www.pac-clad.com

4. Notwithstanding any other provision of this Limited Warranty Agreement, PAC shall not have any liability or responsibility at any time for, or as a consequence of, any condensation or underside corrosion which is, or was caused at anytime, wholly or in part, by any condensation resulting from either or both of the following:
 - i. The use of any vapor barrier where the insulation is installed immediately beneath the roof panels. An adequate vapor barrier is defined as one which has a perm rating greater than .05 or less with sealed joints and perimeter.
 - ii. The inadequate ventilation of the attic space between a roof panel and insulation when insulation is installed directly on top of an existing roof.
5. PAC shall not have any liability or responsibility under or in connection with either this Limited Warranty Agreement or for the Roofing System in the event of a failure by any contractor or subcontractor to use only roof curbs, roof jacks, sealants, mastics, subframing, roof panels, clips, and flashing provided by PAC or such substitutes therefore approved by PAC in writing prior to their use.
6. PAC shall not have any obligation under this Weathertightness Limited Warranty Agreement until final drawings of the completed roof are submitted to PAC by the Roofing Contractor and accepted in writing by PAC. Such drawings must show the exact number, size and location of all roof penetrations and roof top equipment. Photos of the roof should accompany the drawings.
7. Neither PAC, Panel Manufacturer, nor Roofing Contractor shall have any obligation under this Weathertightness Limited Warranty Agreement until all bills for installation, supplies, and services have been paid in full to each of PAC, Panel Manufacturer, Roofing Contractor, and each material supplier, including the payment to PAC of the additional cost of this Limited Warranty.
8. Neither PAC's, Panel Manufacturer's, nor Roofing Contractor's failure at any time to enforce any of the terms or conditions stated herein shall be construed to be a waiver of any such provision or of the right thereafter to exercise any right granted hereunder.
9. This Weathertightness Limited Warranty supersedes and is in lieu of any and all other warranties (whether express or implied) that are either in addition to or in conflict with the terms or condition stated herein. ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WHICH EXCEED OR DIFFER FROM THE WARRANTIES HEREIN EXPRESSED ARE DISCLAIMED BY ALL OF THE PARTIES HERETO AND EXCLUDED FROM THIS 20-YEAR WEATHERTIGHTNESS LIMITED WARRANTY. NEITHER PAC NOR ROOFING CONTRACTOR ASSUMES ANY LIABILITY FOR, AND THIS WARRANTY DOES NOT COVER, CONSEQUENTIAL DAMAGES OF ANY KIND WHICH RESULT FROM ANY FAILURE OF, USE OR MISUSE OF THE ROOFING SYSTEM. THIS IS THE ENTIRE WARRANTY AGREEMENT AND NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE BY EITHER PAC, THE PANEL MANUFACTURER, OR THE ROOFING CONTRACTOR.
10. If the subject roof is covered by products of more than one roofing products manufacturer, this Limited Warranty Agreement applies only to those portions of such roof which are covered solely by PAC-manufactured products.
11. Roofing installation must be supervised by an individual who has been approved in writing by PAC. PAC shall have the right to inspect the premises during construction. This warranty shall not be effective unless any deficiencies noted by PAC in writing are corrected to PAC's satisfaction.
12. This Limited Warranty is intended only for use when reroofing an existing building and for new roof applications on conventional construction, and is not applicable when the roofing material is installed over new, pre-engineered metal building structures.
13. Roof panels must be made of a material which carries a 20-year durability warranty from PAC.
14. Any claim hereunder for leakage must be presented to PAC in writing within the warranty period and, in each case, within thirty (30) days after discovery of the leak. Failure to do so shall automatically render this warranty void. The Owner must allow representatives of PAC reasonable opportunity to inspect the material claimed to be defective prior to removal or repair. If, after inspection of the material, the determination is made that the claim is valid, PAC will repair, restore, or replace, at PAC's discretion, the defective product. PAC shall, at its option, have the right to negotiate and approve any contract or arrangement pursuant to which any replacement, repair, or restoration covered by this warranty is to be done. PAC reserves the right to discontinue items in its product line. Should the product covered under this warranty be discontinued, PAC shall have the right to substitute a product of equal quality and price at its discretion. It is understood that normal exposure to the elements may preclude a perfect color match with replacement material. Refinishing shall be performed by using standard finishing practices and materials as selected by PAC. The warranty on any refinished or replaced product supplied hereunder shall be for the remainder of the original warranty period.

15. PAC, Panel Manufacturer, and Roofing Contractor SHALL IN NO EVENT BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, DAMAGE OR LOSS TO OWNER'S BUILDING, ITS CONTENTS OR OTHER MATERIALS, OR CLAIMS OF THIRD PARTIES, RESULTING FROM ANY CAUSE WHATSOEVER INCLUDING LEAKS IN THE ROOFING SYSTEM. PAC OR ROOFING CONTRACTOR'S LIABILITY FOR ANY CAUSE OF ACTION, WHETHER BASED ON NEGLIGENCE, CONTRACT OR STRICT LIABILITY, SHALL NOT EXCEED THE COST OF REPAIRING DEFECTIVE MATERIALS ON SITE. IT IS EXPRESSLY AGREED THAT THE REMEDIES UNDER THIS AGREEMENT SHALL BE EXCLUSIVE.
16. This Warranty is given to the above named Owner only, and is not transferable.
17. Notwithstanding any other portion of this Agreement, it is specifically agreed that the aggregate total cumulative liability of PAC, Panel Manufacturer, and Roofing Contractor hereunder shall be at all times limited to the direct cost of refinishing, replacing or otherwise repairing the portion of the Roofing System evidencing failure.
18. The respective responsibilities of PAC, Panel Manufacturer, and Roofing Contractor hereunder shall be as follows: During the first five years of the warranty period, PAC shall be responsible solely for damages compensable hereunder due to defects in material furnished by it. Panel Manufacturer shall be responsible solely for damages caused by its improper handling, forming, or fabrication of the roofing panels during the entire warranty period. Roofing Contractor shall be responsible for all other damage during the initial five years of the warranty period. After the initial five year period, PAC and Roofing Contractor shall be jointly responsible for all damages covered by this agreement. Roofing Contractor shall be responsible for all flashing and clip damages for the entire warranty period. If no person executes this agreement as Panel Manufacturer, then Roofing Contractor shall have all the responsibilities and liabilities of Panel Manufacturer hereunder.
19. The Warranty expressed herein shall become effective only upon the execution hereof by PAC, the Roofing Contractor, the Panel Manufacturer (if any), and the Owner named above. This agreement contains the entire agreement of the parties with respect to the subject matter hereof. This agreement can only be changed or amended in writing executed by all parties hereto.
20. This Agreement shall be governed by the laws of the State of Illinois.

Petersen Aluminum Corporation

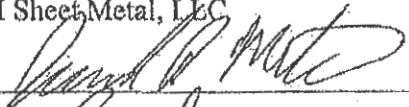
By: _____

Title: _____

Accepted and Agreed To:

Roofing Contractor:

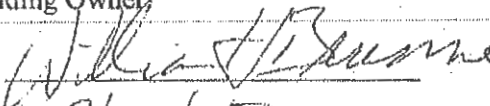
DMI Sheet Metal, LLC

By: 

Title: President

Accepted and Agreed To:

Building Owner

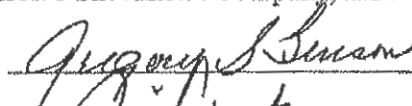
By: 

Title: Plant Engineer

Accepted and Agreed To:

Panel Manufacturer:

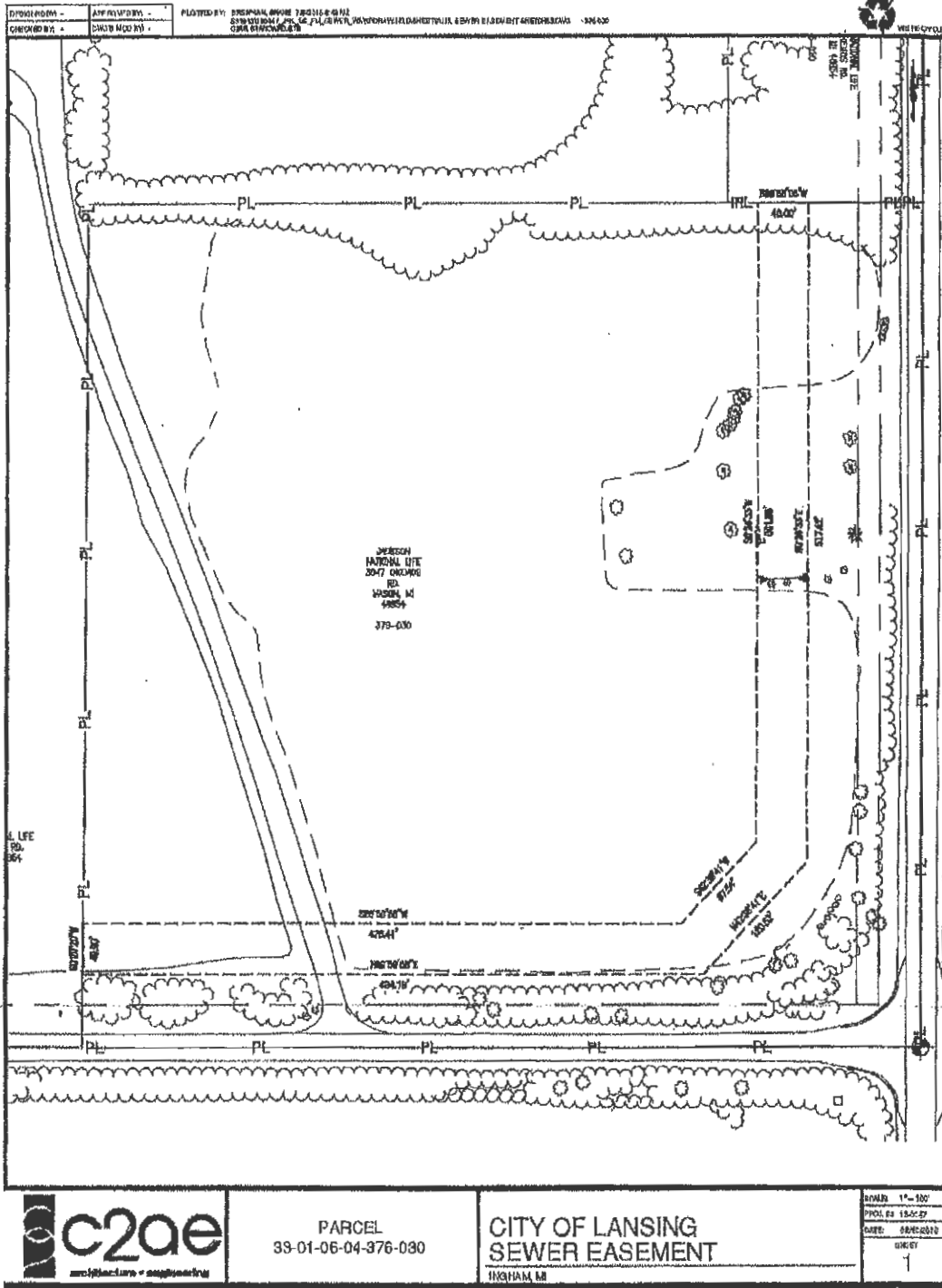
Benson's Sheetmetal Company, LLC

By: 

Title: President

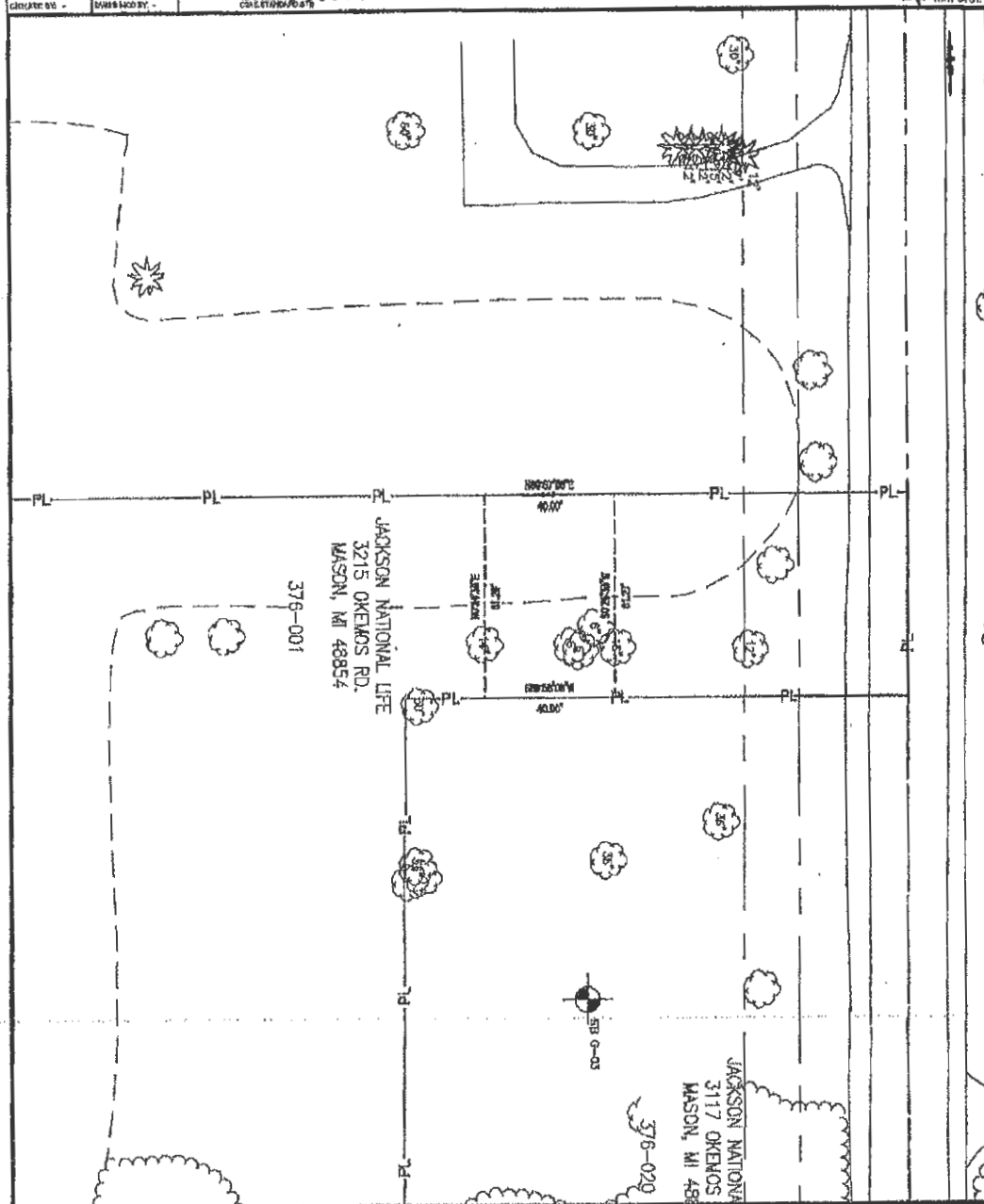
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HYHIRT Δ



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EXHIBIT A

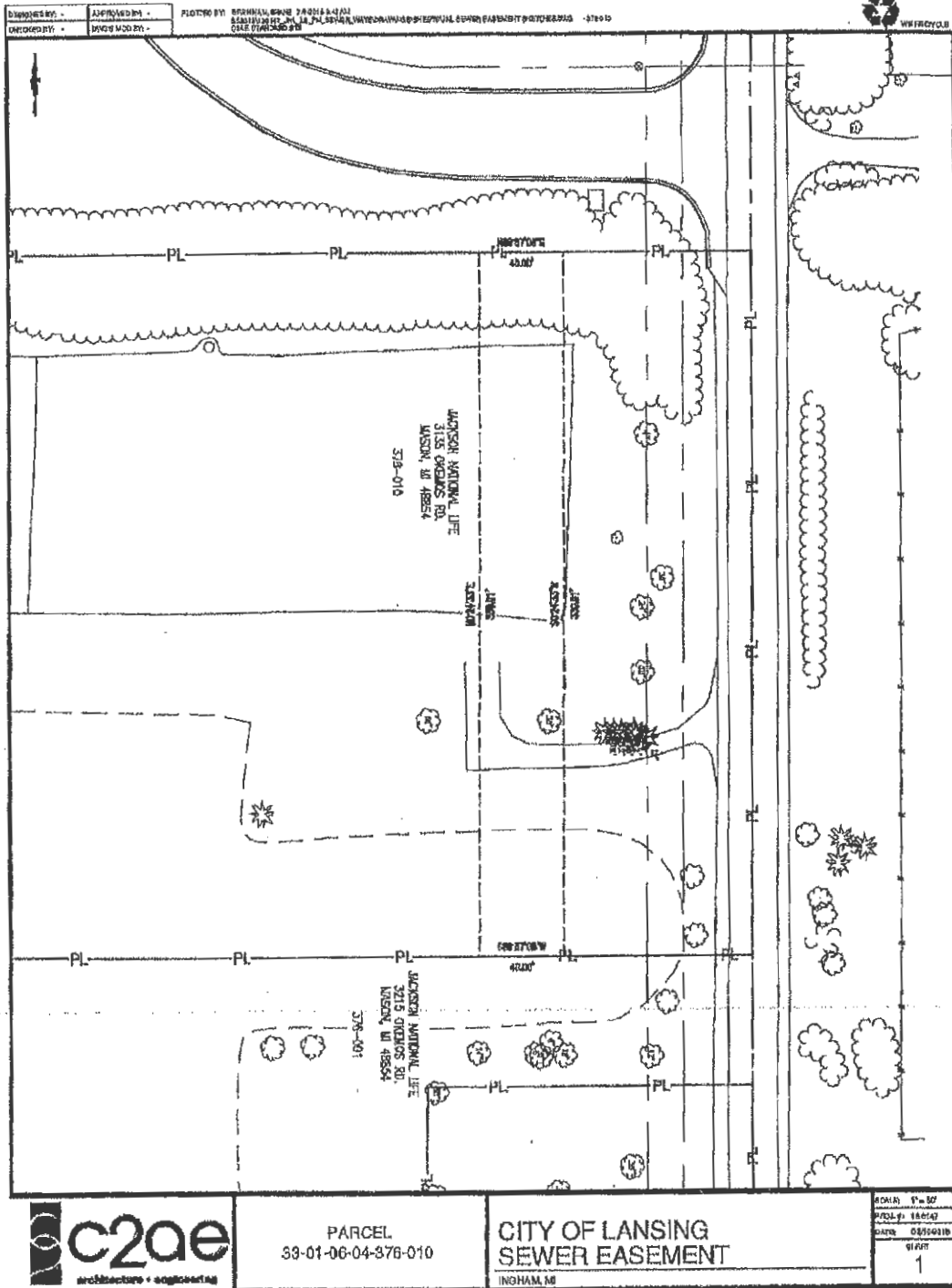


c2ae
architecture + engineering

PARCEL
93-01-06-04-376-001
No. 1

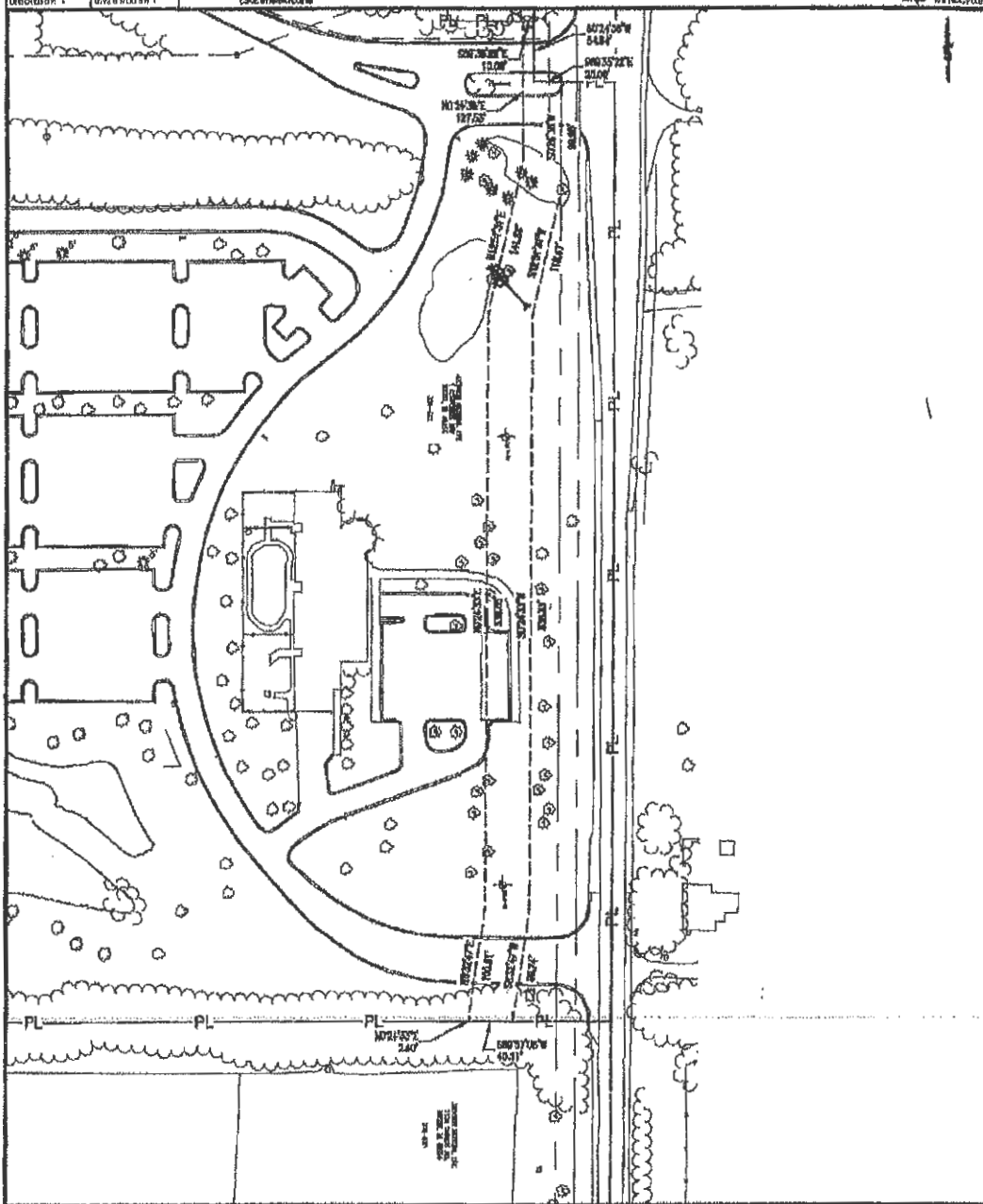
CITY OF LANSING
SEWER EASEMENT
INGHAM, MI

SCUR 1" = 47
FASL, R 13-01-47
DATE: 8 MAR 2018
AUGET
1



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EXHIBIT A



PARCEL
33-01-06-04-801-002

**CITY OF LANSING
SEWER EASEMENT**

DATA 1-100
PROCAL 160147
DATE 02/14/2015
6157
1



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

TO: City Council President Patricia Spitzley and Council Members

FROM: Mayor Virg Bernero

DATE: October 5, 2017

RE: Sole Source Purchase— Carite of Grand Ledge—Two Used Vehicles
for Lansing Police Department

The attached correspondence is forwarded for your review and appropriate action.

VB/rh
Attachment

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Virg Bernero, Mayor
FROM: Stephanie Robinson CPPB, Senior Buyer
DATE: September 22, 2017
SUBJECT: Sole Source Purchase – Carite of Grand Ledge

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: Lansing Police Department

Vendor: Carite of Grand Ledge

Item Purchased: Two Used Vehicles for Lansing Police Department – SOS Division

Dollar Amount: \$ 32,000.00 from account 267.3254.977000.0

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).

slr

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Randy Hannan, Chief of Staff
Chad Gamble, Chief Operating Officer

FROM: Stephanie Robinson, CPPB, Senior Buyer

DATE: September 19, 2017

SUBJECT: Sole Source – Carite of Grand Ledge,

The Lansing Police Department requests that Carite of Grand Ledge be designated as a Sole Source vendor for the purchase of two used vehicles – [REDACTED] and [REDACTED].

Please see the attached letter from Chief Mike Yankowski regarding the request.

Based on the attached letter we recommend issuing a sole source purchase order to Carite of Grand Ledge, in the amount of \$ 32,000.00 from account number 267.3254.977000.0 per the request of the Lansing Police Department, Special Operations Section.

Attachment

Date: 9/20/17

Approved ☒ Denied ☐


Virg Bernero, Mayor

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Randy Hannan, Chief of Staff
Chad Gamble, Chief Operating Officer

FROM: Stephanie Robinson, CPPB, Senior Buyer

DATE: September 19, 2017

SUBJECT: Sole Source – Carite of Grand Ledge

The Lansing Police Department requests that Carite of Grand Ledge be designated as a Sole Source vendor for the purchase of two used vehicles – [REDACTED] and [REDACTED]

Please see the attached letter from Chief Mike Yankowski regarding the request.

Based on the attached letter we recommend issuing a sole source purchase order to Carite of Grand Ledge, in the amount of \$ 32,000.00 from account number 267.3254.977000.0 per the request of the Lansing Police Department, Special Operations Section.

Attachment

Date: _____

Approved _____ Denied _____

Virg Bernero, Mayor



Virg Bernero, Mayor

LANSING POLICE DEPARTMENT

Investigations Division
120 W. Michigan Avenue
Lansing, MI 48933
Phone: (517) 483-4600 (TDD/Voice)
Fax: (517) 483-6875



Mike Yankowski, Chief

To: Stephanie Robinson, Purchasing Department, Senior Buyer
From: Mike Yankowski, Chief of Police
Subject: Sole Source Request-Special Operations Undercover Vehicles
Date: September 13, 2017

The Lansing Police Special Operations (SOS) has identified the need to replace current vehicles being used in undercover operations. We currently use a range of forfeited and purchased vehicles for officers to use during their investigations.

Due to the nature of undercover operations, the vehicles must blend into the environment in which they are deployed. This is fulfilled by driving used vehicles rather than new models. While the goal is to keep the vehicles themselves hidden and covert, through the course of investigations and contacts over years, their existence and their specifics are revealed.

Currently, the SOS fleet is made up of different makes and models as well as colors to diversify our efforts to blend in. Special Operations, in coordination with Vehicle Services, screened multiple makes and models to determine which would satisfy both departments. Due to the nature of sales of pre-owned vehicles, it is financially advantageous to purchase multiple vehicles from one dealer who offers a wide inventory. Special Operations and Vehicle Services requested inventory and pricing from a number of local area dealerships and then reviewed these for price and functionality. With the approval of Vehicle Services, the decision was made to purchase the following vehicles:



I am requesting a sole source purchase request for CARite for the above listed vehicles.

The cost of the vehicles, \$32,000.00, will be paid for from forfeiture funds in accordance with the guidelines for local law enforcement agencies. The funds to pay for the vehicle will be taken from account 267.3254.977000.00000.

Thank you for your assistance with this matter,

Mike Yankowski, Chief of Police

BUYERS ORDER/ BILL OF SALE

DATE 09/13/17 ACCT# N/A SALESMAN RON WAGNER

Buyer CITY OF LANSING Birthdate N/A
 CO-Buyer _____ Birthdate N/A
 Address 120 WEST MICHIGAN
 City LANSING County INGHAM State MI Zip 48933
 Home Phone (517)881-3404 Business Phone (517)881-3404 Other Phone N/A

New _____ Used X

The Odometer of the above described Vehicle now reads 26392 miles and X is accurate _____ is not accurate.
 (Refer to federal mileage statement for full disclosure).

Trade-In Vehicle: Cyl _____ Color N/A Body N/A
 Year N/A Make N/A Miles N/A
 Model N/A
 Vin N/A

The information you see on the window form is part of this contract.
 Information on the window form overrides any contrary provisions in the contract of sale.

For "AS-IS" Sales only:

I understand that this vehicle is being sold "AS-IS" with all faults and is not covered by any warranty. I understand that the dealer is not required to make any repairs after I buy this vehicle.

Date 09/13/2017 Signature _____

Dealer may receive a fee, commission, or other compensation for providing, procuring, or arranging financing for the retail purchase or lease of a motor vehicle, for which the customer may be responsible.

NO LIABILITY INSURANCE INCLUDED IN THIS TRANSACTION.

ALL PRIOR ORAL STATEMENTS, NEGOTIATIONS OR REPRESENTATIONS ABOUT THE PRODUCTS SOLD HEREUNDER ARE SUPERSEDED BY THIS BUYER'S ORDER/BILL OF SALE, AND, IF NOT EXPRESSLY STATED HEREIN, ARE NOT BINDING.

Selling price	16,167.00
Trade Allowance	N/A
Difference	16,167.00
Balance	16,167.00
** Doc fee	210.00
**The Doc fee represents cost and profit to the dealer for items such as inspecting, cleaning, and adjusting vehicles. No portion of this uniform charge is compensation for drafting, preparing or completing of legally binding documents required by or for the state and/or any state department.	
Service Agreement	N/A
Sub-Total	16,377.00
Sales Tax State %	N/A
County %	N/A
City %	
Title Fee	23.00
Balance Owing on Trade	N/A
Sub-Total	16,400.00
To: For:	N/A
N/A GAP	N/A
Total	16,400.00
Cash Paid	N/A
Deferred Cash Pickup Down Payment	N/A
Balance to be financed	16400
Installment Sales Contract to be assigned to: Goldcar Lending	

By signing below, you acknowledge that you have read all pages of this contract. You also acknowledge receipt of a true and completely filled in copy of all pages of this contract at the time you sign it and if arbitration is agreed upon, a copy of the arbitration agreement pertaining to this contract. Purchaser certifies he/she is of legal age to purchase motor vehicle. If this transaction is to be a retail installment sale, this contract is not effective unless financing is obtained.

Buyers Signature _____ Co-buyers Signature _____
 Dealership Name CARITE OF GRAND LEDGE Dealership Representative _____

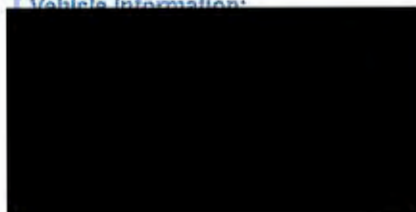


CARFAX® Vehicle History Report™

An independent company established in 1986

US \$39.99

Vehicle Information



No accidents reported to CARFAX



No other damage reported to CARFAX



CARFAX 1-Owner vehicle



At least 1 open recall



2 Service history records



26,392 Last reported odometer reading



This CARFAX Vehicle History Report is based only on information supplied to CARFAX and available as of 9/13/17 at 2:30:06 PM (EDT). Other information about this vehicle, including problems, may not have been reported to CARFAX. Use this report as one important tool, along with a vehicle inspection and test drive, to make a better decision about your next used car.



Ownership History

The number of owners is estimated

Year purchased

Type of owner

Estimated length of ownership

Owned in the following states/provinces

Estimated miles driven per year

Last reported odometer reading



Owner 1

2015

Personal

2 yrs. 1 mo.

Ontario, Michigan

12,506/yr

26,392



Title History

CARFAX guarantees the information in this section

Salvage | Junk | Rebuilt | Fire | Flood | Hail | Lemon

Not Actual Mileage | Exceeds Mechanical Limits

Owner 1

Guaranteed
No Problem

Guaranteed
No Problem



GUARANTEED - None of these major title problems were reported by a state Department of Motor Vehicles (DMV). If you find that any of these title problems were reported by a DMV and not included in this report, CARFAX will buy this vehicle back. [View Certificate](#)



Additional History

Not all accidents / loss events reported to CARFAX

Total Loss

No total loss reported to CARFAX.

Structural Damage



No Issues
Reported



No Issues
Reported

No structural damage reported to CARFAX.

Airbag Deployment

No airbag deployment reported to CARFAX.

Odometer Check

No indication of an odometer rollback.

Accident / Damage

No accidents or damage reported to CARFAX.

Manufacturer Recall

At least 1 manufacturer recall requires repair.

Basic Warranty

Original warranty estimated to have 8 months or 9,608 miles remaining.

☒ No Issues Reported

☒ No Issues Indicated

☒ No Issues Reported

Recall Reported

☒ Warranty Active

CARFAX Detailed History

Owner 1

Purchased: 2015
Type: Personal
Where: Ontario, Michigan
Est. miles/year: 12,506/yr
Est. length owned: 4/14/15 - 5/23/17 (2 yrs. 1 mo.)

Low mileage!
This owner drove less than the industry average of 15,000 miles per year.



Date:	Mileage:	Source:	Comments:
04/14/2015		Ontario Ministry of Transportation	Registration issued or renewed First owner reported Passed safety inspection Vehicle color noted as Black
04/02/2016	14,056	Ontario Ministry of Transportation	Registration issued or renewed Registered as personal vehicle Odometer reported as 22,621 kilometers
03/04/2017	25,476	Ontario Ministry of Transportation	Odometer reading reported Odometer reported as 41,000 kilometers
03/06/2017		Ontario Ministry of Transportation	Registration issued or renewed Registered as personal vehicle
05/23/2017	26,383	CARite Corporate Group Madison Heights, MI 248-577-5555 carite.com	Vehicle offered for sale
06/29/2017	26,388	Michigan Motor Vehicle Dept. Madison Heights, MI Title #158F1790848	Title issued or updated Dealer took title of this vehicle while it was in inventory
07/26/2017		CARite Grand Ledge Grand Ledge, MI 517-481-3466 carite.com/	Brake pads replaced Brake rotor(s) replaced Rear brake pads replaced Rear brake rotor(s) replaced
08/09/2017	26,392	Dealer Inventory	Vehicle offered for sale
08/24/2017		FCA US LLC	Manufacturer Safety recall issued NHTSA #17V-432 #T47 STEERING WHEEL WIRING Status: Remedy available

[Click here](#) for a copy of the owner letter for this Recall or call 1- 800-853-1403 if you have any questions or need additional information on this recall.

[Learn more about this recall](#)

Description: The steering wheel wire harness may be trapped between a tab on the steering wheel plastic back cover and the edge of the horn plate.

The edge of the horn plate may rub through the wire insulation creating a short which could result in an inadvertent driver airbag deployment. This condition could increase the risk of a crash and/or injury to vehicle occupants.

Remedy: Inspect the steering wheel wire harness and repair or replace if needed. Install protective sleeves to the steering wheel wire harness to prevent wire chaffing and remove the tab on the steering wheel plastic back cover.

09/01/2017

CARite Grand Ledge Vehicle serviced
Grand Ledge, MI
517-481-3466
carite.com/

09/13/2017

myCARFAX

Manufacturer Recommended Maintenance
Schedules



Get this vehicle's maintenance schedule, service history and recall alerts at myCARFAX.com.

Print this CARFAX Report and take it to your pre-purchase inspection

Have Questions? Please visit our Help Center at www.carfax.com.



Glossary

View Full Glossary

First Owner

When the first owner(s) obtains a title from a Department of Motor Vehicles as proof of ownership.

Manufacturer Recall

Automobile manufacturers issue recall notices to inform owners of car defects that have come to the manufacturer's attention. Recalls also suggest improvements that can be made to improve the safety of a particular vehicle. Most manufacturer recalls can be repaired at no cost to you.

Ownership History

CARFAX defines an owner as an individual or business that possesses and uses a vehicle. Not all title transactions represent changes in ownership. To provide estimated number of owners, CARFAX proprietary technology analyzes all the events in a vehicle history. Estimated ownership is available for vehicles manufactured after 1991 and titled solely in the US including Puerto Rico. Dealers sometimes opt to take ownership of a vehicle and are required to in the following states: Maine, Massachusetts, New Jersey, Ohio, Oklahoma, Pennsylvania and South Dakota. Please consider this as you review a vehicle's estimated ownership history.

Title Issued

A state issues a title to provide a vehicle owner with proof of ownership. Each title has a unique number. Each title or registration record on a CARFAX report does not necessarily indicate a change in ownership. In Canada, a registration and bill of sale are used as proof of ownership.

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Covered by United States Patent Nos. 7,113,853; 7,778,841; 7,596,512, 8,600,823; 8,595,079; 8,606,648; 7,505,838.

9/13/17 2:30:06 PM (EDT)



CARFAX® Warranty Check™

CARFAX has estimated the remaining original manufacturer warranty coverage based on information reported to us on this 2015 DODGE JOURNEY SXT/LIMITED (3C4PDCCG8FT657640). Please confirm remaining factory warranty and extended warranty options with your dealer.

VIN: 3C4PDCCG8FT657640

Estimated start date of warranty: 04/14/2015

Last CARFAX reading reported on 08/09/2017: 26,392 miles

Today's Date: September 13, 2017

Enter the current mileage and click 'Recalculate Warranty' to update the remaining warranty coverage.

Enter current mileage:

[Recalculate Warranty](#)

Type of Coverage	Original Warranty:	Estimated Remaining Coverage
Basic	36 months or 36,000 miles	8 months or 9,608 miles
Drivetrain	60 months or 100,000 miles	32 months or 73,608 miles
Emissions	96 months or 80,000 miles	68 months or 53,608 miles
Corrosion	No data reported to CARFAX	
Transferable	Transferable, no deductible. Sprinter excluded in 2010.	Same
Roadside Assistance	No data reported to CARFAX	
Safety belt & inflatable restraint	No data reported to CARFAX	
Specific Components	No data reported to CARFAX	
Notes:	Emissions: Manufacturer covers emissions components under basic warranty. Emissions coverage may vary by state. Refer to owner's manual for specific details. Transferable: Transferable, no deductible. Sprinter excluded in 2010. Roadside Assistance: Administered by Cross Country. Safety Restraint: Seatbelts and related seatbelt components for vehicles sold and registered in KS are warranted against defects in workmanship and materials for 10/Unlimited. Specific Components: Wear items covered 1/12,000.	

- CARFAX Warranty Check provides an estimate of this vehicle's remaining warranty coverage. It does not take into account some vehicle history events such as some title brands that may void the original manufacturer warranty or ownership transfers that may decrease warranty coverage. This warranty information is only valid for vehicles manufactured for the United States. Complete warranty coverage information is available for this vehicle at the [DODGE web site](#).

BUYERS ORDER/ BILL OF SALE

DATE 09/13/17 ACCT# N/A SALESMAN RON WAGNER

Buyer CITY OF LANSING Birthdate N/A
 CO-Buyer Birthdate N/A
 Address 120 WEST MICHIGAN
 City LANSING County INGHAM State MI Zip 48933
 Home Phone (517)881-3404 Business Phone (517)881-3404 Other Phone N/A

New Used X

The Odometer of the above described Vehicle now reads 36294 miles and X is accurate is not accurate.
 (Refer to federal mileage statement for full disclosure).

Trade-In Vehicle: Cyl Color N/A Body N/A
 Year N/A Make N/A Miles N/A
 Model N/A
 Vin N/A

The information you see on the window form is part of this contract.
 Information on the window form overrides any contrary provisions in the contract of sale.

For "AS-IS" Sales only:

I understand that this vehicle is being sold "AS-IS" with all faults and is not covered by any warranty. I understand that the dealer is not required to make any repairs after I buy this vehicle.

Date 09/13/2017 Signature

Dealer may receive a fee, commission, or other compensation for providing, procuring, or arranging financing for the retail purchase or lease of a motor vehicle, for which the customer may be responsible.

NO LIABILITY INSURANCE INCLUDED IN THIS TRANSACTION.

ALL PRIOR ORAL STATEMENTS, NEGOTIATIONS OR REPRESENTATIONS ABOUT THE PRODUCTS SOLD HEREUNDER ARE SUPERSEDED BY THIS BUYER'S ORDER/ BILL OF SALE, AND, IF NOT EXPRESSLY STATED HEREIN, ARE NOT BINDING.

Selling price	15,367.00
Trade Allowance	N/A
Difference	15,367.00
Balance	15,367.00
** Doc fee	210.00
**The Doc fee represents cost and profit to the dealer for items such as inspecting, cleaning, and adjusting vehicles. No portion of this uniform charge is compensation for drafting, preparing or completing of legally binding documents required by or for the state and/or any state department.	
Service Agreement	N/A
Sub-Total	15,577.00
Sales Tax State %	N/A
County %	N/A
City %	
Title Fee	23.00
Balance Owing on Trade	N/A
Sub-Total	15,600.00
To: For:	N/A
N/AGAP	N/A
Total	15,600.00
Cash Paid	N/A
Deferred Cash Pickup Down Payment	N/A
Balance to be financed	15600
Installment Sales Contract to be assigned to: Goldcar Lending	

By signing below, you acknowledge that you have read all pages of this contract. You also acknowledge receipt of a true and completely filled in copy of all pages of this contract at the time you sign it and if arbitration is agreed upon, a copy of the arbitration agreement pertaining to this contract. Purchaser certifies he/she is of legal age to purchase motor vehicle. If this transaction is to be a retail installment sale, this contract is not effective unless financing is obtained.

Buyers Signature Co-buyers Signature
 Dealership Name CARITE OF GRAND LEDGE Dealership Representative

US \$39.99



CARFAX® Vehicle History Report™

An independent company established in 1986

Vehicle Information:


[Standard Equipment](#) | [Safety Options](#)


No accidents reported to CARFAX



No other damage reported to CARFAX



CARFAX 1-Owner vehicle



At least 1 open recall



3 Service history records



36,294 Last reported odometer reading



This CARFAX Vehicle History Report is based only on information supplied to CARFAX and available as of 9/13/17 at 1:47:23 PM (EDT). Other information about this vehicle, including problems, may not have been reported to CARFAX. Use this report as one important tool, along with a vehicle inspection and test drive, to make a better decision about your next used car.



Ownership History

The number of owners is estimated

Year purchased

Type of owner

Estimated length of ownership

Owned in the following states/provinces

Estimated miles driven per year

Last reported odometer reading



Owner 1

2013

Personal

4 years

Ontario, Michigan

8,958/yr

36,294



Title History

CARFAX guarantees the information in this section

Salvage | Junk | Rebuilt | Fire | Flood | Hail | Lemon

Not Actual Mileage | Exceeds Mechanical Limits



GUARANTEED - None of these major title problems were reported by a state Department of Motor Vehicles (DMV). If you find that any of these title problems were reported by a DMV and not included in this report, CARFAX will buy this vehicle back. [View Certificate](#)

Owner 1

Guaranteed
No ProblemGuaranteed
No Problem

Additional History

Not all accidents / issues are reported

Total Loss

No total loss reported to CARFAX.

Structural Damage

No Issues
ReportedNo Issues
Reported

No structural damage reported to CARFAX.

Airbag Deployment

No airbag deployment reported to CARFAX.

Odometer Check

No indication of an odometer rollback.

Accident / Damage

No accidents or damage reported to CARFAX.

Manufacturer Recall

At least 1 manufacturer recall requires repair.

Basic WarrantyOriginal warranty estimated to have expired.
☒ No Issues Reported

☒ No Issues Indicated

☒ No Issues Reported

Recall Reported
Warranty Expired
 Detailed History

G

 Owner 1		Date:	Mileage:	Source:	Comments:
Purchased: 2013 Type: Personal Where: Ontario, Michigan Est. miles/year: 8,958/yr Est. length owned: 5/1/13 - 5/18/17 (4 years)		05/01/2013		Ontario Ministry of Transportation	Registration issued or renewed First owner reported Registered as personal vehicle Passed safety inspection Vehicle color noted as Black
Low mileage! This owner drove less than the industry average of 15,000 miles per year. 		01/06/2014	7,343	Ontario Ministry of Transportation	Odometer reading reported Odometer reported as 11,817 kilometers
		01/08/2014		Ontario Ministry of Transportation	Registration issued or renewed Registered as personal vehicle
		11/26/2015	25,234	Ontario Ministry of Transportation	Odometer reading reported Odometer reported as 40,610 kilometers
		01/08/2016		Ontario Ministry of Transportation	Registration issued or renewed Registered as personal vehicle
		05/18/2017	36,275	CARite Corporate Group Madison Heights, MI 248-577-5555 carite.com	Vehicle offered for sale
		06/07/2017	36,294	Michigan Motor Vehicle Dept. Madison Heights, MI Title #158F1570510	Title issued or updated Dealer took title of this vehicle while it was in inventory
		06/13/2017		CARite Chesterfield Chesterfield, MI 586-697-3027 carite.com/used-cars-mi?_gmod%5b0%5d=dfe_modules_vehicleprice_module&sort=year&direction=asc&userzipcode=48047&location%5b0%5d=6552&pricerange=0%2c67000&sf=sf_location%2c%5b1457565945141	Maintenance inspection completed Oil and filter changed Wiper(s) replaced
		07/06/2017		CARite Chesterfield Chesterfield, MI 586-697-3027 carite.com/used-cars-mi?	Vehicle serviced

_gmod%5b0%5d=dle
_modules_vehiclepric
e_module&sort=year&d
irection=asc&userzip
code=48047&location%
5b0%5d=6552&priceran
ge=0%2c67000&sf=sf_l
ocation%2c&_=1457565
945141

07/19/2017

CARite Grand Ledge
Grand Ledge, MI
517-481-3466
carite.com/

Vehicle serviced

08/01/2017

Dealer Inventory

Vehicle offered for sale

08/24/2017

FCA US LLC

Manufacturer Safety recall issued
NHTSA #17V-432
#T47 STEERING WHEEL WIRING
Status: Remedy available

[Click here](#) for a copy of the owner letter for
this Recall or call 1- 800-853-1403 if you have
any questions or need additional information
on this recall.

[Learn more about this recall](#)

Description: The steering wheel wire harness may be trapped between a tab on the steering wheel plastic back cover and the edge of the horn plate.

The edge of the horn plate may rub through the wire insulation creating a short which could result in an inadvertent driver airbag deployment. This condition could increase the risk of a crash and/or injury to vehicle occupants.

Remedy: Inspect the steering wheel wire harness and repair or replace if needed. Install protective sleeves to the steering wheel wire harness to prevent wire chaffing and remove the tab on the steering wheel plastic back cover.

09/13/2017

myCARFAX

Manufacturer Recommended Maintenance
Schedules



Get this vehicle's maintenance schedule, service history
and recall alerts at [myCARFAX.com](#).

[Print this CARFAX Report and take it to your pre-purchase inspection](#)

Have Questions? Please visit our Help Center at [www.carfax.com](#).



Glossary

First Owner

When the first owner(s) obtains a title from a Department of Motor Vehicles as proof of ownership.

Manufacturer Recall

Automobile manufacturers issue recall notices to inform owners of car defects that have come to the manufacturer's attention. Recalls also suggest improvements that can be made to improve the safety of a particular vehicle. Most manufacturer recalls can be repaired at no cost to you.

Ownership History

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9/13/2017

CARFAX Vehicle History Report for this

Title Issued

A state issues a title to provide a vehicle owner with proof of ownership. Each title has a unique number. Each title or registration record on a CARFAX report does not necessarily indicate a change in ownership. In Canada, a registration and bill of sale are used as proof of ownership.

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Covered by United States Patent Nos. 7,113,853; 7,778,841; 7,596,512; 8,600,823; 8,595,079; 8,606,648; 7,505,838.

9/13/17 1:47:23 PM (EDT)



CARFAX® Warranty Check™

CARFAX has estimated the remaining original manufacturer warranty coverage based on information reported to us on this 2013 DODGE JOURNEY R/T (3C4PDDFG7DT589748). Please confirm remaining factory warranty and extended warranty options with your dealer.

VIN: [REDACTED]

Estimated start date of warranty: [REDACTED]

Last CARFAX reading reported on 06/07/2017:

36,294 miles

Today's Date:

September 13, 2017

Enter the current mileage and click 'Recalculate Warranty' to update the remaining warranty coverage.

Enter current mileage:

[Recalculate Warranty](#)

Type of Coverage	Original Warranty	Estimated Remaining Coverage
Basic	36 months or 36,000 miles	Coverage expired
Drivetrain	60 months or 100,000 miles	8 months or 63,706 miles
Emissions	96 months or 80,000 miles	44 months or 43,706 miles
Corrosion	No data reported to CARFAX	
Transferable	Transferable, no deductible. Sprinter excluded in 2010.	Same
Roadside Assistance	No data reported to CARFAX	
Safety belt & inflatable restraint	No data reported to CARFAX	
Specific Components	No data reported to CARFAX	

Notes:

Emissions: Manufacturer covers emissions components under basic warranty. Emissions coverage may vary by state. Refer to owners manual for specific details. Transferable: Transferable, no deductible. Sprinter excluded in 2010. Roadside Assistance: Administered by Cross Country. Safety Restraint: Seatbelts and related seatbelt components for vehicles sold and registered in KS are warranted against defects in workmanship and materials for 10/Unlimited. Specific Components: Wear items covered 1/12,000.

- CARFAX Warranty Check provides an estimate of this vehicle's remaining warranty coverage. It does not take into account some vehicle history events such as some title brands that may void the original manufacturer warranty or ownership transfers that may decrease warranty coverage. This warranty information is only valid for vehicles manufactured for the United States. Complete warranty coverage information is available for this vehicle at the [DODGE web site](#).