

**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 APRIL 23, 2018

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, April 23 2018 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 April 9, 2018

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 Z-8-2017; 3440 N. East Street, Rezoning from "F" Commercial District to "G-2" Wholesale District

2. In consideration of IFT-01-18; Industrial Facilities Exemption Certificate for Tecomet, Inc.; 5858 Enterprise Drive

XIII. COUNCIL CONSIDERATION OF LEGISLATIVE MATTERS

A. REFERRAL OF PUBLIC HEARINGS

B. CONSENT AGENDA

1. BY COUNCIL MEMBERS DUNBAR, GARZA, HUSSAIN, JACKSON, SPADAFOR, SPITZLEY, WASHINGTON, WOOD
 - a. Tribute; in recognition of the Annual Sikh Parade
2. BY THE COMMITTEE ON DEVELOPMENT AND PLANNING
 - a. Confirmation of Appointment; Fred Schaible as an At-Large Member of the Lansing Economic Development Corporation/Tax Increment Financing Authority/Lansing Brownfield Redevelopment Authority for a term to expire February 28, 2023
 - b. Act-4-2017; Easement for Consumers Energy's North Lansing Pipeline Project
 - c. Act-5-2017; 1620 Sunset Avenue; Consumers Energy North Lansing Pipeline Project
3. BY THE COMMITTEE ON GENERAL SERVICES
 - a. Claim Disposition; Claim #1520, David Sheets Board Up Fee at 816 Baker St. for \$560
 - b. Claim Disposition; Claim #1552, Jan Ghufan for Trash Fees at 604 S. Magnolia for \$440
 - c. Claim Disposition; Claim #1536, Kodeen Sowers for Code Compliance Fees at 528 Lincoln Ave for \$150
4. BY THE COMMITTEE ON PUBLIC SAFETY
 - a. Confirmation of Appointment; Julee M. Rodocker as the Second Ward Member of the Board of Police Commissioners for a term to expire June 30, 2022
 - b. Confirmation of Appointment; Deshon Leek a Journeyman Plumber Member of the Board of Plumbing as for a term to expire June 30, 2022
 - c. Setting a Show Cause Hearing in consideration of orders to Make Safe or Demolish; 816 Hickory Street

- d. Setting a Show Cause Hearing in consideration of orders to Make Safe or Demolish; 902 E. Kalamazoo Street
- 5. BY THE COMMITTEE ON PUBLIC SERVICES
 - a. Assessment Roll GB-2017 for the removal of trash and grass in Glenburne Commons
- 6. BY THE COMMITTEE OF THE WHOLE
 - a. Reconsider and Readopt the Confirmation of Appointment; Derek Melot; Member of the Elected Officers Compensation Commission; correct Term Expiration to October 1, 2019
 - b. Setting a Public Hearing in consideration of the Fiscal Year 2019 Budget
 - c. Amend Council Meeting Schedule 2018

C. RESOLUTIONS FOR ACTION

D. REPORTS FROM COUNCIL COMMITTEES

E. ORDINANCES FOR INTRODUCTION and Setting of Public Hearings

- 1. BY THE COMMITTEE ON DEVELOPMENT AND PLANNING
 - a. Z-1-2017; 4215 N. Grand River; Rezone from “D-1” Professional Office to “F” Commercial District

F. ORDINANCES FOR PASSAGE

- 1. BY THE COMMITTEE ON PUBLIC SAFETY
 - a. Amend Chapter 1426 by adding Section 1426.07; Fire and Smoke Damper Inspection Program

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. Liquor License: Binni’s Bar & Grill for a Class C & SDM at 820 West Miller Rd

2. Letter(s) from the Mayor re:
 - a. Land Lease Agreement for SLU-1-2016; 2101 E. Mt. Hope Avenue; Verizon cell tower at Crego Park
 - b. Snow and Ice Removal Assessment Roll Winter 2017-18
 - c. Sole Source Purchase; Lansing Police Department request for NC4 Public Sector LLC as the vender for the purchase of NC4 Street Smart Software Real Time Software
 - d. Sole Source Purchase; Lansing Police Department request for Axom Enterprise be the vender for the Body Worn Cameras
 - e. Sale and Consumption of Alcohol at The South Washington Office Complex (SWOC)
 - f. Reappointment; three individuals to various Boards and Commissions
 - g. Appointment; Cara Nader as a Business Owner Member of the Downtown Lansing, Inc. Board for a term to expire June 30,2020
 - h. Appointment; Elaine M. Barr as a Member of the Michigan Avenue Corridor Improvement Authority for a term to expire June 30,2019
 - i. Appointment; James Tischler as a City of Lansing Member of the Local Development Finance Authority for a term to expire June 30, 2020
 - j. Appointment; Jonathon T. Lukco as a Member of the Saginaw Street Corridor Improvement Authority for a term to expire June 30, 2019
 - k. Appointment; Michael J. Ruddock as an At-Large Member of the Park Board for a term to expire June 30, 2022
 - l. Appointment; Tricia G. Kinley of 2133 Moores River Drive, Lansing, MI 48910 as a Member of the Income Tax Board of Review for a term to expire June 30, 2022

B. COMMUNICATIONS AND PETITIONS, AND OTHER CITY RELATED MATTERS

1. Claim Appeal; Claim #1564, Chip Nolan for Trash Fees at 2026 Harding Avenue for \$4,064
2. Claim Appeal; Claim #1414, Ahsan Sumbal for Red Tag Monitoring at 1718 Inverness Avenue for \$2,502.50

3. Claim Appeal: Claim #1530, Jayme Sutton for Trash Fees at 3428 Lowcroft for \$3,912
4. Communication from Clinton County Development Office regarding Proposed Zoning Standard for Agricultural Homestead Lots
5. Communication from Harold Leeman regarding request for reimbursement for legal costs

XVI. MOTION OF EXCUSED ABSENCE

XVII. REMARKS BY COUNCIL MEMBERS

XVIII. REMARKS BY THE MAYOR OR EXECUTIVE ASSISTANT

XIX. PUBLIC COMMENT ON CITY GOVERNMENT RELATED MATTERS (City government related matters are issues or topics relevant to the operation or governance of the city. The public may comment for up to three minutes. Speakers must sign up on yellow form.)

XX. ADJOURNMENT



CHRIS SWOPE, 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

Z-8-2017, 3440 N. East Street

Rezoning from “F” Commercial District to “G-2” Wholesale District

The Lansing City Council will hold a public hearing on Monday, April 23, 2018 at 7:00 p.m. in Council Chambers, 10th Floor, Lansing City Hall, 124 W. Michigan Avenue, Lansing, Michigan to consider Z-8-2017. This is a request by Jeffrey & Sheryl Landgraf to rezone the property at 3440 N. East Street from “F” Commercial District to “G-2” Wholesale District. The purpose of the rezoning is to permit a medical marijuana safety compliance facility on the subject property.

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

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

www.facebook.com/LansingClerkSwope

ORDINANCE # _____

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-8-2017

Parcel Number's: 33-01-01-03-102-002

Address: 3440 N. East Street

Legal Descriptions: Lots 7 & 8, Woodlawn Subdivision, City of Lansing, Ingham County, MI, from "F" Commercial District to "G-2" Wholesale District.

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

Section 3. This ordinance was duly adopted by the Lansing City Council on _____, 2018, and a copy is available in the office of the Lansing City Clerk, 9th Floor, City Hall, 124 W. Michigan Avenue, Lansing, MI 48933.

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

GENERAL INFORMATION

APPLICANT/OWNER: Jeffrey & Sheryl Landgraf
FTZ Laboratories, LLC
110 N. Market Street
Dewitt, MI 48820

REQUESTED ACTIONS: Rezone 3440 N. East Street from "F" Commercial District to
"G-2" Wholesale District

EXISTING LAND USE: 858 Square Foot Office Building

EXISTING ZONING: "F" Commercial District

PROPOSED ZONING: "G-2" Wholesale District

PROPERTY SIZE: 94' x 115' = 10,810 square feet - .248 acres

SURROUNDING LAND USE: N: Commercial
S: Vacant
E: Single Family Residential
W: U-Haul

SURROUNDING ZONING: N: "F" Commercial & "J" Parking Districts
S: "F" Commercial District
E: "A" Residential District
W: "G-2" Wholesale District

MASTER PLAN: The Design Lansing Comprehensive Plan designates the
subject property for "Suburban commercial" land use. N.
East Street is designated as a principal arterial.

DESCRIPTION:

This is a request by Jeffrey & Sheryl Landgraf, FTZ Laboratories, LLC to rezone the property at 3440 N. East Street from "F" Commercial District to "G-2" Wholesale District. The purpose of the rezoning is to permit a medical marijuana safety compliance (testing) facility on the subject property.

AGENCY RESPONSES

BWL:

Building Safety:

Development Office:

Fire Marshal: No comments

Parks & Recreation: No comments.

Public Service:

Traffic Engineer:

COMPATIBILITY WITH SURROUNDING LAND USE:

The applicant is requesting a rezoning of the subject property to the "G-2" Wholesale District to allow for a medical marijuana testing facility. Under the City's new medical marijuana ordinance, testing facilities are permitted only in the "G-2" Wholesale, "H" Light and "I" Heavy Industrial zoning districts. As evidenced by the attached map, the subject property is located in an area that has no consistent zoning or land use patterns. The site is surrounded by "A" residential zoning to the east, "F" Commercial zoning to the north and south and "G-2" Wholesale zoning to the west. Since the property to the west is already zoned "G-2", rezoning the subject property to the "G-2" district would not be considered a "spot zone", even though the sites are located on opposite sides of the street. In fact, the majority of the properties in the 3400 and 3500 blocks of the west side of N. East Street are currently zoned "G-2" Wholesale and thus, the proposed rezoning will be consistent with the general zoning pattern in the area.

The land uses in the area include offices, single family residential homes, various retail uses, vehicles sales/rentals, repair shops and storage facilities. Given the eclectic mix of existing land uses, it is not anticipated that the proposed medical marijuana testing facility will be incompatible or disruptive to the surrounding area. Medical marijuana safety compliance (testing) facilities typically do not generate much traffic, noise, odors or other nuisances and do not involve hazardous materials that would be detrimental to the health, safety and welfare of the community. Such uses are generally in operation during normal business hours only, traffic is limited to employees or small delivery trucks and all activities are confined to the building with controls in place to prevent odors/fumes from emanating outside.

COMPLIANCE WITH MASTER PLAN:

The Design Lansing Comprehensive Plan designates the subject property for "Suburban Commercial" land use. The Plan specifies the following for this land use classification:

"To allow for general retail and commercial use, including large footprint and automobile-oriented uses, in a suburban development format that also encourages a mix of uses and accommodates pedestrians, cyclists and transit users."

The Plan lists the following as "typical uses" for the "Suburban Commercial" land use category:

"General and convenience retail uses; medium-density residential in a suburban format (see Medium-Density Residential, above); office; **and light industrial with special approval.**

The proposed testing facility would qualify as a "light industrial" use and is therefore, consistent with the future land use being advanced in the master plan for the subject property. It is also consistent with some of the existing light industrial uses in the area such as storage facilities and repair shops.

IMPACT ON VEHICULAR AND PEDESTRIAN TRAFFIC:

The proposed rezoning will have no negative impacts on vehicular or pedestrian traffic. Testing facilities typically generate a very low volume of traffic, particularly in comparison to most highway commercial uses such as gasoline stations, convenience stores, restaurants and other uses that would be permitted by right under the current "F" Commercial zoning. Traffic for testing facilities is generally limited to employees and small delivery trucks. Furthermore, since it is not a customer oriented business, it is not anticipated to generate any pedestrian traffic.

Primary access to the site will continue to be via N. East Street which is a principal arterial designed to carry a high volume of traffic. There is a secondary access to the site on Sanford Street but given the projected low volume of traffic for the testing facility, additional traffic on the side street should be negligible.

IMPACT ON PUBLIC FACILITIES:

The site is already served by all necessary public facilities. No changes are proposed for the site that would have an impact on public facilities.

ENVIRONMENTAL IMPACT:

The proposed rezoning will have no impacts on the physical environment as the site is already developed and no changes are proposed at this time. New construction would require administrative site plan review at which time the site would have to be brought into compliance with all City codes and ordinance including those regulating storm water management.

If the rezoning is approved, the applicant will be required to obtain a building permit to change the use of the building at 3440 N. East Street from an office to a medical marijuana safety compliance (testing) facility. As part of the building permit process, the applicant will be required to disclose the type of hazardous chemicals that will be used, the quantity of said chemicals that will be stored in the building, how the materials will be stored and by what method they will be disposed of. The building will then be inspected to ensure compliance with all codes relating to the use and storage of hazardous chemicals.

IMPACT ON FUTURE PATTERNS OF DEVELOPMENT:

The applicant's request will not be disruptive to the development pattern in the area which is already characterized by a variety of land uses and zoning designations. The site is currently zoned "F" Commercial and the applicant is requesting that the site be rezoned to "G-2" Wholesale. The only significant differences between the 2 zoning districts is that the "G-2" Wholesale district permits, warehouses, storage and medical marijuana safety compliance facilities. The applicant's proposal to

establish a medical marijuana safety compliance facility on the site is anticipated to be compatible with the adjoining residential land uses, particularly in comparison to many other uses that would be permitted by right under the current "F" Commercial zoning such as a fast food restaurant, gas station, car wash, or auto repair facility. Such uses would generate a high volume of traffic, activity beyond normal daytime business hours, light glare, noise, etc. that could be disruptive to the peaceful enjoyment of the adjoining houses to the east. The safety compliance facility, by contrast, will be quiet, generate very little traffic and all activity will be confined to the building. It is also not anticipated that the facility will generate fumes that can be detected outside of the building. If that were to occur, the City has an ordinance in place to take corrective action against the facility.

SUMMARY

This is a request by Jeffrey & Sheryl Landgraf, FTZ Laboratories, LLC to rezone the property at 3440 N. East Street from "F" Commercial District to "G-2" Wholesale District. The purpose of the rezoning is to permit a medical marijuana safety compliance (testing) facility on the subject property.

The findings of fact as outlined in this staff report support a positive recommendation for the requested rezoning. The proposed rezoning will be consistent with the existing zoning and land use patterns in the area and with the future land use pattern being advanced in the Design Lansing Comprehensive Plan. Additionally, the proposed rezoning will have no negative impacts on traffic patterns, the environment or future patterns of development in the area.

RECOMMENDATIONS

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

Z-8-2017 be approved to rezone the property at 3440 N. East Street from "F" Commercial District to "G-2" Wholesale District.

Respectfully Submitted,

Susan Stachowiak
Zoning Administrator

Planning Board

Re: Z-8-2017; 3440 N. East Street

Good evening:

We would like to take this opportunity to tell you a bit about FTZ Laboratories and its owners, Jeff and Sheryl Landgraf.

A strange series of events led us to start a medical marijuana Safety Compliance Facility. We have long been advocates of medicinal marijuana, but it was witnessing a family member's positive experience during his battle with pancreatic cancer in February 2017 which affected us deeply. We subsequently learned medical marijuana was not mandated to be tested for dangerous chemicals and microorganisms but that new state legislation which went into effect December 2017 would address this. We decided shortly thereafter this was something we could contribute to. Jeff is a Ph.D. scientist who has worked at Michigan State University for the last 18 years in the Research Technology Support Facility with experience in Molecular Biology and Analytical Chemistry. Sheryl has worked in Information Technology, 8 years with the Michigan Supreme Court-Judicial Information Services and most recently with IBM. We feel our combined strengths in scientific analysis and data management are perfectly suited to provide these new, and long overdue, services to medical marijuana patients in the State of Michigan.

During the course of 2017, we paid close attention to how the State of Michigan and municipalities within the state were preparing for the implementation of Public Act 281. The City of Lansing has taken great strides, in our opinion, to be a progressive community. We applaud the City for the actions it has taken on behalf of the patients who rely on this medicine.

Deciding to do business in a progressive city, we pursued property and happened upon what we believe is a perfect place to do business: 3440 N. East Street, currently zoned F1-Commercial which, at the time, allowed laboratories with Special Land Use Permit. We saw an opportunity, purchased the property and began some of the necessary rehab with an eye on the developing Lansing ordinance. Ultimately the ordinance requires facilities such as ours to be situated in G2, H or I zoned properties. We reviewed the zoning of the surrounding businesses and learned a majority of properties on the west side of the street are zoned G2-Wholesale. We are therefore appealing to the City for rezoning to allow our business to move forward.

To give you some sense of what impact our business would have locally we have assembled a few items that may be of concern to the surrounding residents:

*The facility is closed to the public. There will be no foot traffic. There is nothing being bought or sold. We will simply be testing small amounts of material to ensure its safety.

*The only vehicular traffic will be deliveries of equipment, supplies and mail.

*Initially, there will be up to 2 vehicles on site during business hours. Based on our 5-year projections, there will be at most 4 vehicles during business hours.

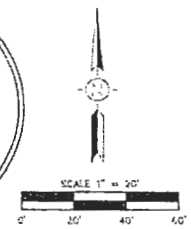
*We intend to maintain the residential appearance of the house with upkeep and landscaping contributing to the attractiveness of the area.

It is our hope the Planning Board will find no objection to this property being rezoned to G2. We will be attending the meeting on Tuesday to address any additional questions or concerns you may have.

Thank you,

Jeff and Sheryl Landgraf

3440 N. East Street CITY OF LANSING, INGHAM COUNTY, MICHIGAN REZONING PLAN



LEGAL DESCRIPTION:

(As provided in Township Clerk, File No. 222454-446, Dated September 22, 2017)

Parcel 1: Lots 1 and 2 of the Eastern Subdivision of a part of the Northwest 1/4 of the Northwest 1/4 of Section 2, Town 8 North, Range 2 East, City of Lansing, Ingham County, Michigan, according to the recorded plat thereof.

Parcel 2: Lots 3 and 4 of the Eastern Subdivision of a part of the Northwest 1/4 of the Northwest 1/4 of Section 2, Town 8 North, Range 2 East, City of Lansing, Ingham County, Michigan, according to the recorded plat thereof.

PREPARED BY:

1. This plan was made at the request of the parcel owner and is prepared for the use of the City of Lansing. It is not to be construed as a legal description.

2. All bearings and distances are true and correct and are based on the recorded survey of the property.

3. All dimensions are in feet and inches unless otherwise noted.

4. All existing and proposed structures are shown as of 12/28/2017.

5. The City of Lansing is not responsible for the accuracy of the information shown on this plan.

6. There are no easements or other encumbrances shown on this plan, except as noted on the plan.

7. Utility information is shown as of 12/28/2017. It is not to be construed as a legal description.

8. Dimensions and bearings are true and correct.

CURRENT ZONING = F - PARCEL 1 & 2
PROPOSED ZONING = G-2 - PARCEL 1 ONLY
PROPOSED USE = MEDICAL MARIJUANA SAFETY COMPLIANCE FACILITY
TOTAL AREA PARCEL 1 = 0.25 AC M/L

REQUIRED BUILDING SETBACKS:

FRONT YARD - 20'
(EX. 12' FROM US-27)
(EX. 14.1' FROM SANFORD ST.)

SIDE YARDS 0-25'
(EX. 14.5' TO GARAGE FROM EAST)
(EX. 0' TO GARAGE FROM SOUTH)

REAR YARD 15'
(EX. 14.5' TO GARAGE FROM EAST)
(EX. 0' TO GARAGE FROM SOUTH)

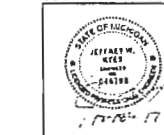
OWNER:

3440 N. East Street
Lansing, MI 48206
(517) 222-1111

ENGINEER/DRAWER:

KEBS, INC.
2114 FARMER ROAD, LANSING, MI 48206
(517) 222-1111

DATE: 03/01/2018
TAX: 03/01/2018



KEBS, INC. 2114 FARMER ROAD, LANSING, MI 48206 (517) 222-1111	
3440 N. East Street REZONING PLAN	
DATE: 03/01/2018 TIME: 10:00 AM	DATE: 03/01/2018 TIME: 10:00 AM
DRAWN BY: J. L. L. L. CHECKED BY: J. L. L. L.	DATE: 03/01/2018 TIME: 10:00 AM

EXISTING ZONING:

EXISTING ZONING G-2 & F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL





Sanford St

N East St

3440

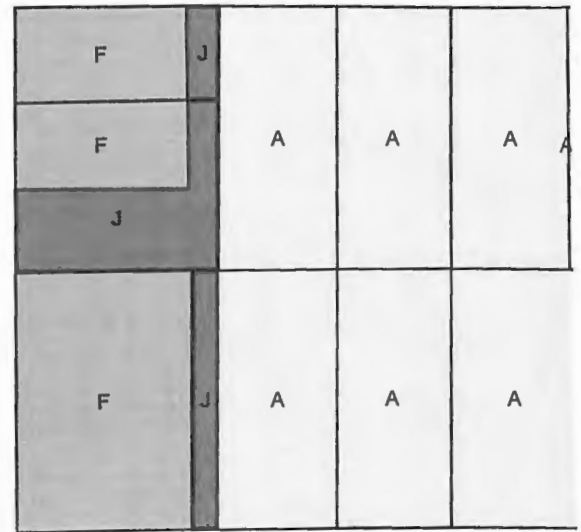
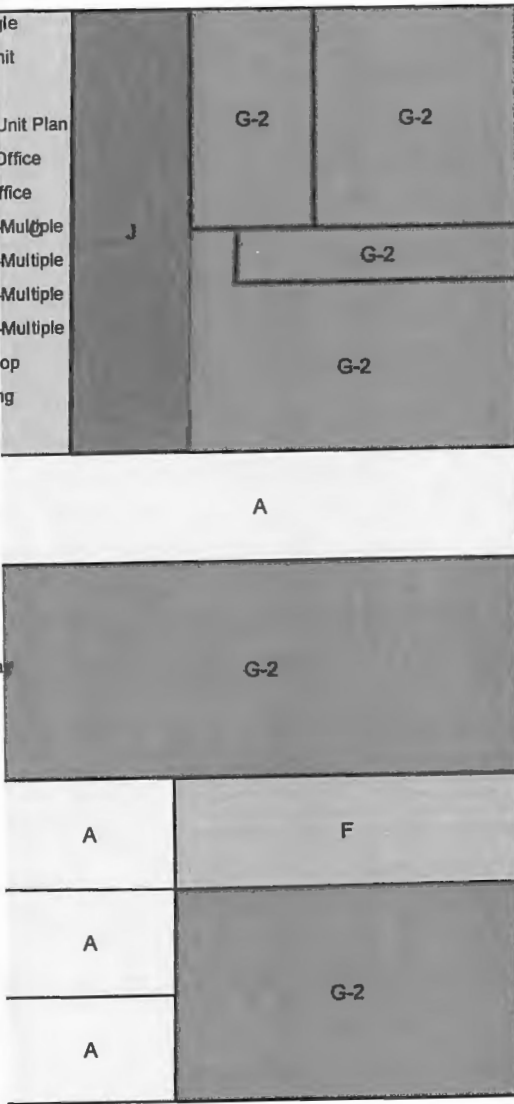
E Frederick Ave

N

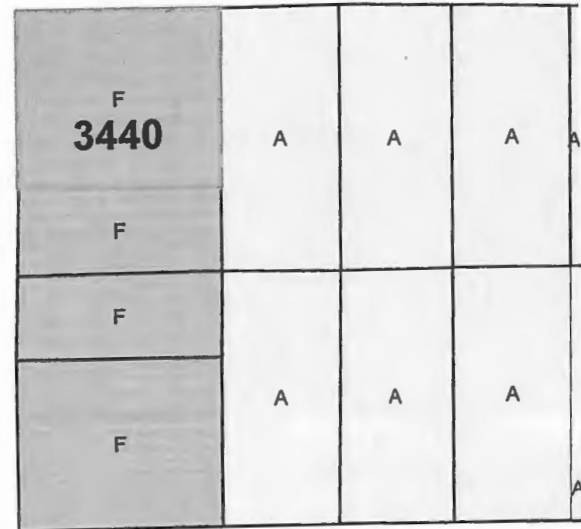
Zoning

Legend

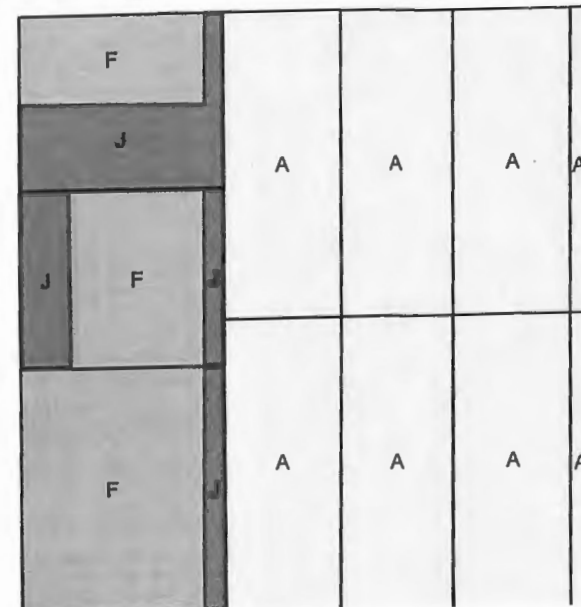
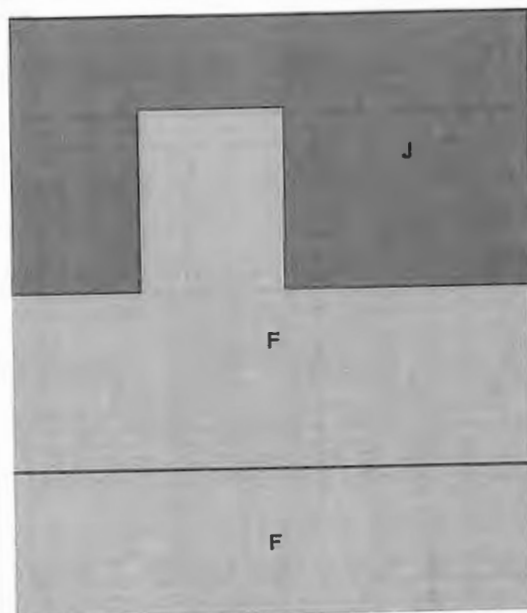
- roads_final
- Tax Parcels
- A Residential-Single
- B Residential-Single
- C Residential-2 Unit
- NONE
- CUP Community Unit Plan
- D-1 Professional Office
- D-2 Residential/Office
- DM-1 Residential-Multiple
- DM-2 Residential-Multiple
- DM-3 Residential-Multiple
- DM-4 Residential-Multiple
- E-1 Apartment Shop
- E-2 Local Shopping
- F Commercial
- F-1 Commercial
- G-1 Business
- G-2 Wholesale
- H Light Industrial
- I Heavy Industrial
- J Parking
- ROW Right of Way



Sanford St



E Frederick Ave



N



City of Lansing
Notice of Public Hearing

The Lansing City Council will hold a public hearing on April 23, 2018 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 Tecomet, Inc. for an Industrial Facilities Exemption Certificate (IFT-01-18) pursuant to Public Act 198 of 1974, as amended, as requested by the applicant for the location indicated below:

Applicant: Tecomet, Inc.
By: Daren Dodson
IFT Location: 5858 Enterprise Drive, Lansing, MI

Legally described as:

LOT 16 EXC COM SW COR LOT 16, TH S 89DEG 35MIN 10SCD E 118.66 FT ON S LINE LOT 16, N 24DEG 03MIN 40SCD W 376.87 FT, S 65DEG 56MIN 20SCD W 108 FT, S 24DEG 03MIN 40SCD E 327.71 FT TO BEG; MIDWAY INDUSTRIAL CENTER.

Approval of IFT-01-18 as requested by Tecomet, Inc. 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

RESOLUTION #2018-065

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

WHEREAS, the City of Lansing received and filed an application from Tecomet, Inc. requesting an Industrial Facilities Exemption Certificate (IFT-01-18) pursuant to Public Act 198 of 1974, as amended; and

WHEREAS, prior to acting upon this request, it is necessary to hold a public hearing on the Tecomet, Inc. application for an Industrial Facilities Exemption Certificate (IFT-01-18), to allow for any resident or taxpayer or ad valorem taxing unit the right to appear and be heard;

NOW, THEREFORE, BE IT RESOLVED that a public hearing be held in the City Council Chambers of the City of Lansing, 10th Floor, Lansing City Hall, Lansing, Michigan, on the April 23, 2018 at 7:00 p.m., on the Tecomet, Inc. application for an Industrial Facilities Exemption Certificate (IFT-01-18) located at 5858 Enterprise Drive, Lansing, MI within the boundary more particularly described as:

LOT 16 EXC COM SW COR LOT 16, TH S 89DEG 35MIN 10SCD E 118.66 FT ON S LINE LOT 16, N 24DEG 03MIN 40SCD W 376.87 FT, S 65DEG 56MIN 20SCD W 108 FT, S 24DEG 03MIN 40SCD E 327.71 FT TO BEG; MIDWAY INDUSTRIAL CENTER,

and that the City Clerk cause the legislative body of each taxing unit levying ad valorem taxes on this property, as well as the owners of real property located within the stated boundary, be notified of this application and the scheduled public hearing.



OFFICE OF MAYOR ANDY SCHOR
124 W. MICHIGAN AVENUE – NINTH FLOOR
LANSING, MI 48933

AGREEMENT IN CONSIDERATION OF DEVELOPMENT INCENTIVES

THIS AGREEMENT in Consideration of Development Incentives (“Agreement”) is made and entered this 11th day of January, 2018, by and between the City of Lansing, Michigan, a Michigan municipal corporation (“City”), and **Tecomet, Inc.**, a Michigan Corporation (“Applicant”), (collectively the “Parties”);

I. STATEMENT OF PURPOSE:

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

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

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

II. DEFINITIONS

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

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

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

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

III. RECITALS:

A. APPLICANT/PROJECT INFORMATION

Name of Project: Tecomet Expansion

Location of Project (provide attached map): 5858 Enterprise Drive, Lansing, MI 48911

Business Name of Applicant (if applicable): Tecomet, Inc.

Name of Parent Company (if applicable): *Charlesbank Capital Partners*

List Managing Partner and all other Partners, including percentage ownership interest of each partner: **(Please fill this in if applicable)**

Please See Attachment	0%
	0%
	0%
	0%

Project description:

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

(Insert any past projects here, if applicable)

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

Act 198 50% Tax Abatement 5 Years

_____ Years

_____ Years

_____ Years

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

Michigan Business Development Program - MEDC: \$640,000

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

N/A

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

160 FTE

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

\$13,600,000

Estimated average hourly wage or annual salary of new, permanent employees (if applicable):
(Please fill this in)

\$ 40,000 / year

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

(initial spaces below to indicate acceptance) (These all must be initialed)

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

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

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

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

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

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

C. LEDC STAFF/ADMINISTRATION RECOMMENDATION

Name of Lead Staff Person: Kris Klein

Revenue currently paid to the City by the site or project (5 Years): \$ 153,314.00

Estimated total new revenue to the City upon Project Completion (5 Years): \$ 241,972.00

Estimated total value of City Incentive(s) (5 Years): \$ 19,833.00

Estimated total new net revenue to the City (5 Years): \$ 222,139.00

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

This project is a manufacturing expansion including the lease of a building that allows for increased manufacturing capacity near existing Lansing operations. The project includes investment in high-tech precision machining equipment and building upgrades to an existing 30,000 square foot building.

Project Timeline: Subject to the approval of the Industrial Facilities Exemption Certificate by City Council, substantial completion is anticipated by December 31, 2019.

Have all appropriate City Incentive fees been received? YES NO

Staff Recommendation: APPROVE DENY MODIFY

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

Administration Recommendation: APPROVE DENY MODIFY

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

D. ADDITIONS:

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

2. The Applicant has applied for Incentive for the purposes of expanding its current manufacturing footprint in Lansing. The Project will allow for the expansion of medical device and other high-tech precision manufacturing and the facility will be a center of excellence for precision machining. The Project is expected to hire at least 160 or retain at least N/A new full-time equivalent employees (FTE) and requiring a total investment in real property of at least \$1,000,000 and personal property of at least \$12,600,000 when completed.

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

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

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

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

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

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

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

IV. AGREEMENT:

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

A. Reliance on Recitals

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

B. Project Area

The location of the Project is commonly known as 5858 Enterprise Drive, Lansing, MI (“Project Area”) and legally described as follows:

LOT 16 EXC COM SW COR LOT 16, TH S 89DEG 35MIN 10SCD E 118.66 FT ON S LINE LOT 16, N 24DEG 03MIN 40SCD W 376.87 FT, S 65DEG 56MIN 20SCD W 108 FT, S 24DEG 03MIN 40SCD E 327.71 FT TO BEG; MIDWAY INDUSTRIAL CENTER.

C. Project Timeframe.

The Applicant and City agree the City’s approval of the Incentive is based upon completion of the Project within a specific time period (“Project Timeframe”). The Project Timeframe starts October 1, 2017 and ends December 31, 2019.

D. Project Completion

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

1. Hire at least 160 new, permanent full-time equivalent employees (FTE) and/or retain at least N/A full-time equivalent employees (FTE).
2. Purchase and/or locate within the Project Area, personal property with a fair market value of at least \$12,600,000. This personal property may not be moved to the Project Area from another location within the City of Lansing.
3. Make at least \$1,000,000 of improvements to the real property. Improvements include only hard costs, and exclude architectural and engineering costs.
4. Obtain all necessary building permits and site plan approvals, including payment of all required fees, plus final inspections including a Certificate of Occupancy from the City of Lansing and all other appropriate authorities and agencies.
5. Upon Project Completion, the applicant will provide to the LEDC, upon request, any and all appropriate financial records that are referenced as part of this Agreement.
6. Project Completion must be performed by December 31, 2019.

E. Project Completion Progress Reports

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

compliance with reporting requirements may result in the modification or revocation of the Incentive.

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

F. Verification of Project Completion

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

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

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

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

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

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

If any property tax applicable to the real property that makes up the project is not paid within the time permitted by law for payment without penalty during the life of the Incentive being granted by this Agreement, the City may place a lien on the real property. The City may

enforce the lien in the same manner as provided by law for the foreclosure in the circuit courts of mortgage liens upon real property, in accordance with Michigan law.

J. City's Rights under Act

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

K. Ambiguity

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

L. Rights and Remedies Cumulative

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

M. Right In Third Parties

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

N. Severability

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

O. Subsequent Waivers

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

P. Termination

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

Q. Authority.

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

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

WITNESSES:

Approved as to form:

James D. Smiertka
City Attorney

TECOMET, INC

By: _____

[Enter Name of Company Officer]

Its: [Enter Title]

CFO

CITY OF LANSING:

By: _____

Andy Schor

Its:

Mayor

**LANSING ECONOMIC
DEVELOPMENT CORPORATION:**

By: _____

Karl R. Dorshimer

Its:

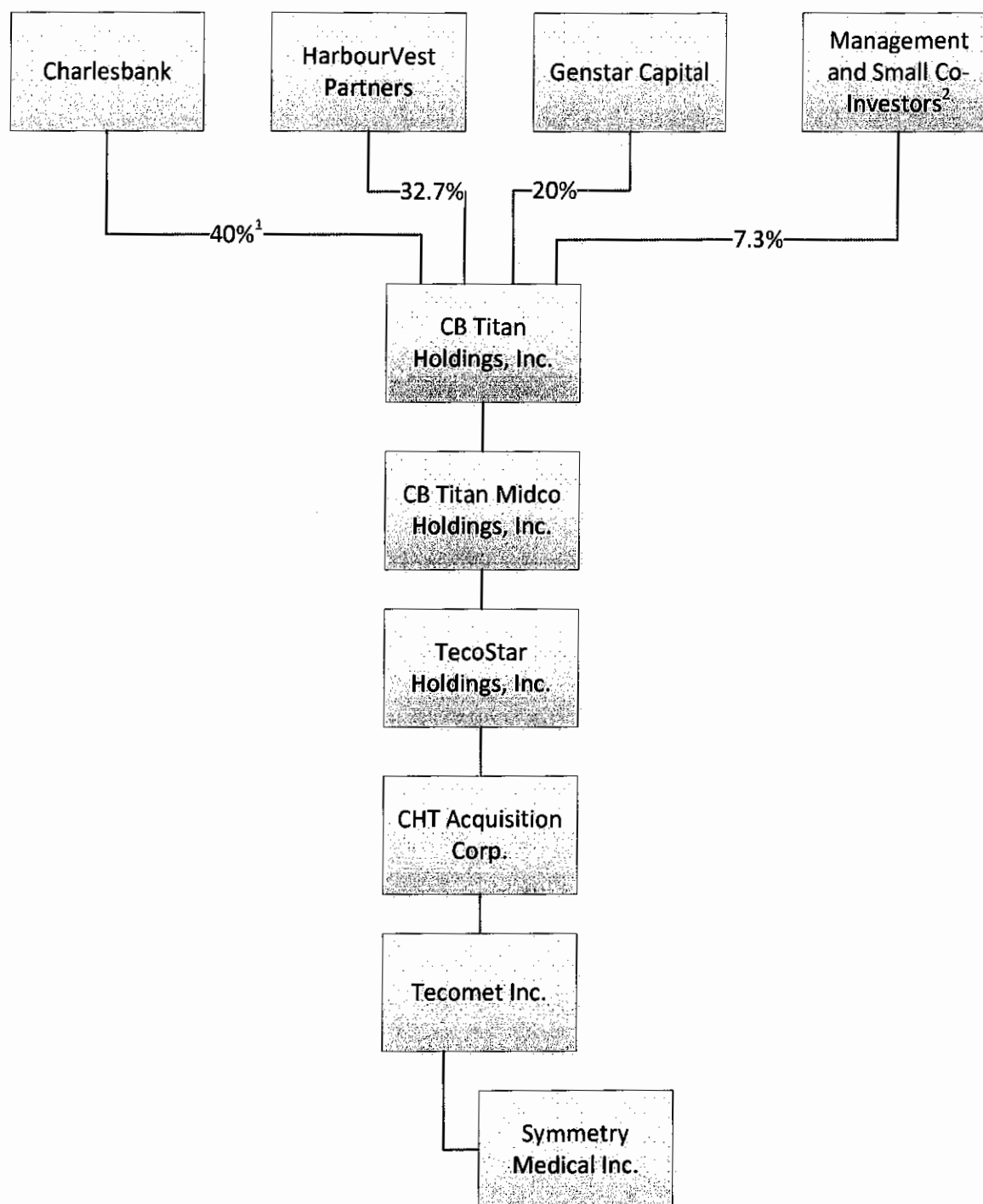
Authorized Representative

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

Controller

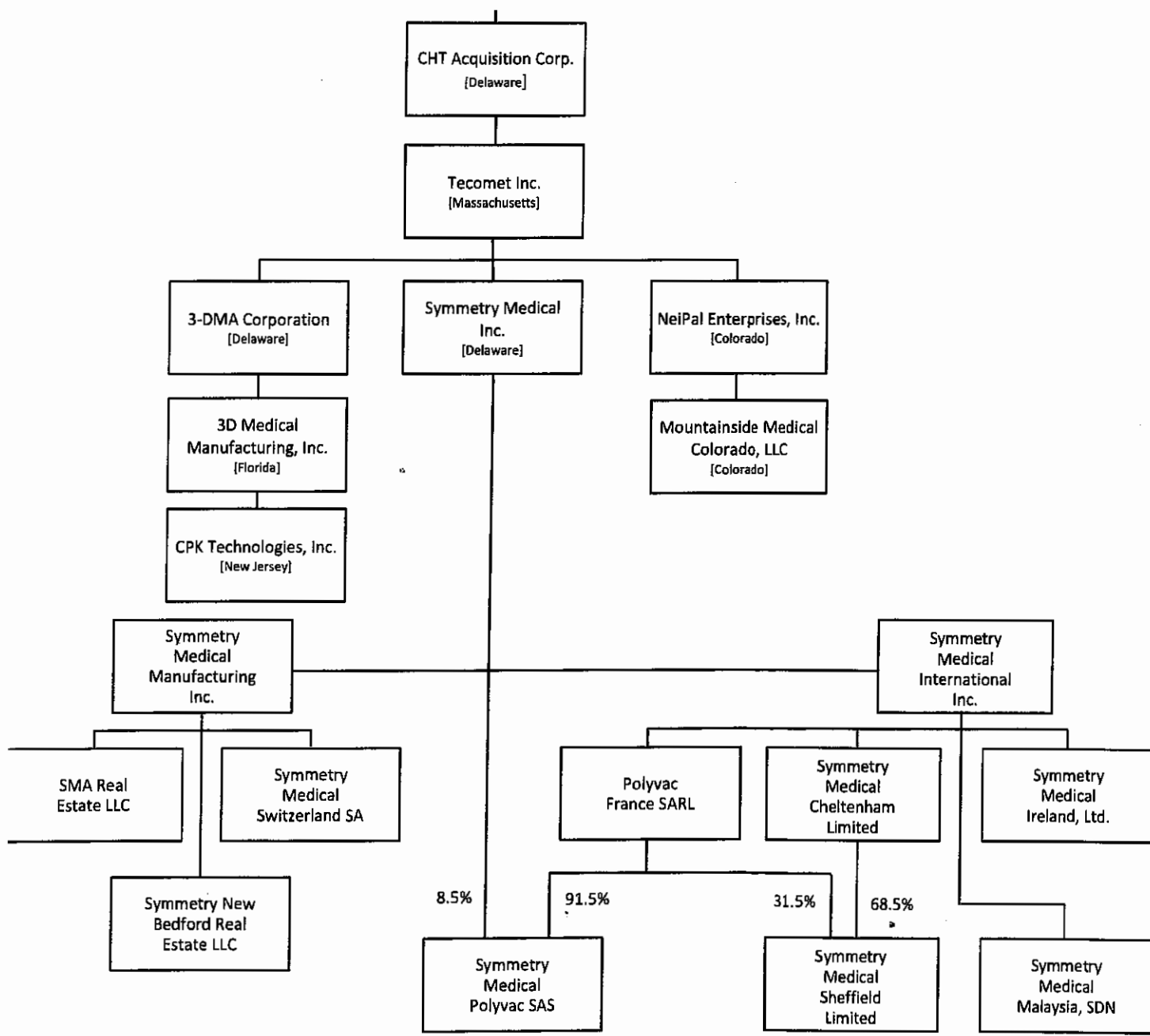
City

Post-Transaction Organization Chart



1. Percentages rounded to the nearest tenth of one percent.

2. This group reflects 27 individual stockholders, none of which own more than 2% in CB Titan Holdings, Inc.



Affidavit of Fees
Industrial Facilities Exemption Application

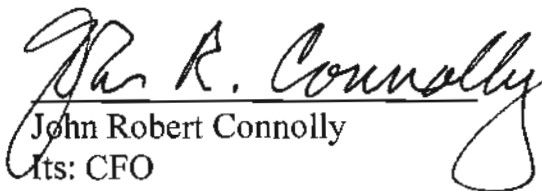
In accordance with State Tax Commission Bulletin No. 3 dated January 1998, the City of Lansing and Tecomet, Inc. (Applicant for Industrial Facilities Exemption Certificate) do hereby swear and affirm that no payment of any kind in excess of the fee allowed by Act 198, as amended, has been made or promised in exchange for favorable consideration of an exemption certificate application. As such, we swear and affirm that no excessive fee, payment in lieu of taxes, donation or other like term as described above, has been made by the applicant to the City.

City of Lansing

Mayor Andy Schor

Date

Tecomet, Inc.

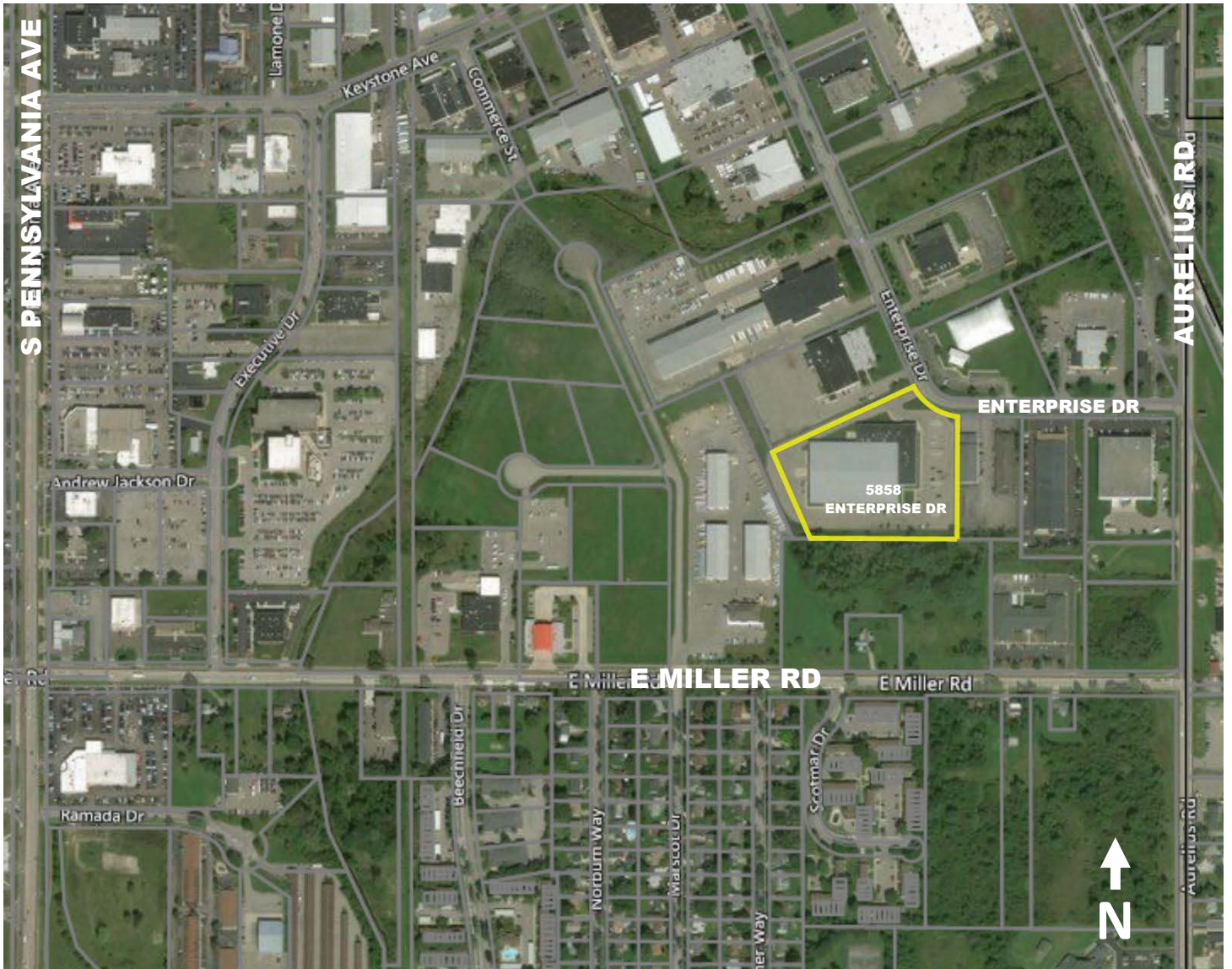

John Robert Connolly
Its: CFO

2-6-2018
Date

PROJECT LOCATION:

5858 Enterprise Drive

Lansing, MI 48911



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

WHEREAS, the Lansing City Council has previously established an Industrial Development District (IDD-03-00) on October 9, 2000, that included the property commonly known as 5858 Enterprise Drive, Lansing MI; and

WHEREAS, the City of Lansing received and filed an application from Tecomet, Inc. requesting an Industrial Facilities Exemption Certificate (IFT-01-18) for personal and real property investments pursuant to Public Act 198 of 1974, as amended; and

WHEREAS, a public hearing was held (INSERT DATE), on the Industrial Facilities Exemption Certificate (IFT-01-18) filed by Tecomet, Inc., at which all owners of real and personal property within IDD-03-00 and, other City residents and taxpayers, the assessor and the representatives of the legislative body of each taxing unit that levies ad valorem taxes for the IDD-03-00 had the opportunity to appear and be heard; and

WHEREAS, Tecomet, Inc. has substantially met all of the requirements for said Exemption Certificate as required by Public Act 198 and by the policies of this Council;

WHEREAS, the aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Lansing, after granting this certificate, will not exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of personal and real property thus exempted, and

WHEREAS, the Industrial Facilities Exemption Certificate, when issued, shall be and remain in force for a period of five (5) years after completion of the facility.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council finds and determines that the granting of this Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of the Public Acts of 1974, shall not have the effect of substantially impeding the operation of the City of Lansing, nor impairing the financial soundness of any taxing unit which levies ad valorem taxes in the City of Lansing.

BE IT FURTHER RESOLVED that the Lansing City Council hereby approves the application of Tecomet, Inc. for an Industrial Facilities Exemption Certificate (IFT-01-18), for real and personal property investments in the areas of IDD-03-00 legally described as:

LOT 16 EXC COM SW COR LOT 16, TH S 89DEG 35MIN 10SCD E 118.66 FT ON S LINE LOT 16, N 24DEG 03MIN 40SCD W 376.87 FT, S 65DEG 56MIN 20SCD W 108 FT, S 24DEG 03MIN 40SCD E 327.71 FT TO BEG; MIDWAY INDUSTRIAL CENTER,

for a period of 5 years, after project completion, provided that this resolution shall be

effective upon the execution of a written Industrial Facilities Exemption Certificate Agreement between Tecomet, Inc. and the City of Lansing, in the form as filed with the City Clerk.

BE IT FINALLY RESOLVED that the Mayor, on behalf of the City, is authorized to execute the afore stated agreement, subject to prior approval thereof as to form by the City Attorney.

BY COMMITTEE MEMBERS DUNBAR, GARZA, HUSSAIN, JACKSON
SPADAFORÉ, SPITZLEY, WASHINGTON & WOOD
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Guru Nanak Sikh Center welcomes visitors of all backgrounds regardless of race, religion, ethnicity or gender to their Center and each year helps by sponsoring the Annual Sikh Parade for the purpose of celebrating a Sikh Religious Holiday with a community parade followed by a festival at Adado Riverfront Park of Lansing; and

WHEREAS, the Sikh Parade is an annual event that brings to the City of Lansing several hundred Sikhs members from throughout the Midwest; and

WHEREAS, this celebration which includes an enthusiastic parade, present many cultural and religious aspects of the Sikh community to life; and

WHEREAS, the Greater Lansing community is encouraged each year to experience the hospitality of the Sikh community, by participating in the tasting a variety of foods, seeing the warrior dances and listening to traditional music; and this is wonderful opportunity for the public to be immersed in the diversity of the Sikh community; and

WHEREAS, this year's 14th Annual Sikh Parade is dedicated to World Peace; and

BE IT RESOLVED that the Lansing City Council thanks the organizers of the 14th Annual Sikh Parade for sharing their rich culture and religious aspects of the Sikh community with the City of Lansing. We hereby encourage the Lansing community to enjoy this celebration.

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

WHEREAS, the Mayor made the appointment of Fred Schaible of 1322 Cooper Avenue, Lansing, MI 48910 as an At-Large Member of the Lansing Economic Development Corporation/Tax Increment Financing Authority/Lansing Brownfield Redevelopment Authority for a term to expire February 28, 2023; and

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

WHEREAS, the Committee on Development and Planning took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Fred Schaible of 1322 Cooper Avenue, Lansing, MI 48910, as an At-Large Member of the Lansing Economic Development Corporation/Tax Increment Financing Authority/Lansing Brownfield Redevelopment Authority for a term to expire February 28, 2023.

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

Act-4-2017, Consumers Energy North Lansing Pipeline Easement over LBWL property

WHEREAS, Consumers Energy Company requests an easement over four City of Lansing and Board of Water and Light (“LBWL”) properties for a 16” gas distribution line; and

WHEREAS, this gas line is part of the North Lansing Pipeline, a gas distribution line extending from North Grand River Ave., then southwest under the Grand River and across a City of Lansing/LBWL parcel to Melvin Court, then south along the east side of Sunset Ave., then west to run southward, west of and parallel to a Lansing Manufacturers (A.K.A. Jackson and Lansing) Railroad right-of-way to end south of I-496; and

WHEREAS, the easement would be non-exclusive, would not impair any LBWL operations on the properties where the easement would be granted, and the properties are not needed to continue the operation of LBWL; and

WHEREAS, the properties, of which the proposed easements are a part were purchased with LBWL rate-payer funds; and

WHEREAS, the proposed gas line passes Westside and St. Joseph Parks, but does not encroach upon them; and

WHEREAS, the proposed easement also crosses a City parcel at 1620 Sunset Avenue (Act-5-2017); and

WHEREAS, the LBWL Board of Commissioners, by Resolution 2017-07-01, voted to recommend that the Lansing City Council grant an easement to Consumers Energy Company over property occupied and maintained by the LBWL, for monetary consideration in the amount of \$107,500; and

WHEREAS, the Planning Board, at its meeting on January 9, 2018 reviewed the location, character, and extent of the proposal in accordance with its Act 33 Review procedures and found that:

- The easements are located in an industrial area, with “H” and “I” industrial zoning, and the proposed gas line is separated from residential areas by the railroad ROW,
- The gas pipeline will be installed underground, so the effect on the character of the surrounding area is negligible,

- The width of the proposed easements (15' min.) is necessary and appropriate to protect the gas pipeline and surrounding facilities, and will not adversely affect City operations.

WHEREAS, the Planning Board voted unanimously (6-0) to recommend approval of Act-4-2017, a non-exclusive easement to Consumers Energy to locate an underground gas main on the four City properties occupied and managed by the Board of Water and Light; and

WHEREAS, the Committee on Development and Planning has reviewed the report and recommendation of the Planning Board, as well as that of the LBWL Board of Commissioners, and concurs therewith;

NOW, THEREFORE BE IT RESOLVED, that the Lansing City Council hereby approves Act-4-2017, a non-exclusive easement to Consumers Energy, legally described as:

That part the South Half of Section 5, Town 04 North, Range 02 West, City of Lansing, Ingham County, described as: Commencing at the South 1/4 corner of said Section 5; thence North 00°50'33" West 993.38' along the North and South 1/4 Line of said Section 5, to the **PLACE OF BEGINNING OF THIS DESCRIPTION:** thence South 62°52'26" West, 599.81'; thence South 64°05'16" West, 297.03'; thence South 50°43'16" West, 638.61'; thence North 00°18'51" East, 38.93'; thence North 50°43'16" East, 617.32'; thence North 64°05'16" East, 300.23'; thence North 62°52'26" East, 614.31'; thence North 62°52'26" East, 406.20' to the approximate centerline of the Grand River; thence South 27°37'00" East, 30.00' along said approximate centerline; thence South 62°52'26" West, 421.27' to the Place of Beginning,

AND That part of Lot 38 of Assessor's Plat No. 11, as recorded in Liber 10 of Plats, Page 14, at the Ingham County Register of Deeds described as: The West 15.00 feet of the following Parcel Description as recorded in Warranty Deed, Liber 524, Page 57, Ingham County Register of Deeds: Beginning at a point 650 feet South of the Northwest corner of Lot 38 of said Plat; thence East, 120 feet, thence South, 50 feet; thence West, 120 feet; thence North, 50 feet to the place of beginning,

AND That part of Lot 42 of Assessor's Plat No. 11, as recorded in Liber 10 of Plats, Page 14, at the Ingham County Register of Deeds described as: The West 15.00 feet of the following Parcel Description as recorded in Warranty Deed, Liber 524, Page 57, Ingham County Register of Deeds: Commencing at a point 15.55 feet South of the Northwest corner of Lot 42 of Assessor's Plat No. 11 in the Northwest 1/4 of Section 8, Town 04 North, Range 02 West, City of Lansing, Ingham County, Michigan, and running thence East, 124.5 feet; thence South, 46 feet; thence West, 124.5 feet; thence North, 46 feet to the place of beginning,

AND Lot 51, of Bella Vista Homesites Subdivision, as recorded in Liber 7 of Plats, Page 7, at the Ingham County Register of Deeds,

for the purpose of installing and maintaining a gas distribution pipe across the west side of the property, for the sum of One Hundred Seven Thousand Five Hundred Dollars (\$107,500.00).

BE IT FURTHER RESOLVED, that upon closing of the easement, all the net proceeds from the transaction may be retained by LBWL for its operation.

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

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

Act-5-2017, 1620 Sunset Ave., Consumers Energy North Lansing Pipeline Easement

WHEREAS, Consumers Energy Company requests an easement in front of the Wastewater Treatment Plant Screen Building at 1620 Sunset for a 16" gas distribution line; and

WHEREAS, this gas line is part of the North Lansing Pipeline, a gas distribution line extending from North Grand River Ave., then southwest under the Grand River and across a City of Lansing/LBWL parcel to Melvin Court, then south along the east side of Sunset Ave., then west to run southward, west of and parallel to a Lansing Manufacturers (A.K.A. Jackson and Lansing) Railroad right-of-way to end south of I-496; and

WHEREAS, the proposed gas line passes Westside and St. Joseph Parks, but does not encroach upon them; and

WHEREAS, the proposed easement crosses four City/LBWL parcels (Act-4-2017), and the subject parcel at 1620 Sunset Avenue: and

WHEREAS, the gas distribution line within the proposed easement is to be installed at a depth of 30' to avoid conflict with current Wastewater Treatment Plant facilities; and

WHEREAS, the Planning Board, at its meeting on January 9, 2018 reviewed the location, character, and extent of the proposal in accordance with its Act 33 Review procedures and found that:

- The easements are located in an industrial area, with "H" and "I" industrial zoning, and the proposed gas line is separated from residential areas by the railroad ROW,
- The gas pipeline will be installed underground, so the effect on the character of the surrounding area is negligible,
- The width of the proposed easements (15' min.) is necessary and appropriate to protect the gas pipeline and surrounding facilities, and will not adversely affect City operations,
- The LBWL Board of Commissioners has approved the proposed easements for four of the properties (Act-4-2017), subject to City Council approval; and

WHEREAS, the Planning Board voted unanimously (6-0) to recommend approval of Act-5-2017, an non-exclusive easement to Consumers Energy to locate an underground gas main in the west 15' of the property at 1620 Sunset Avenue; and

WHEREAS, on July 27, 2017, the Carlson Appraisal Company estimated the value of the subject easement at \$7,000; and

WHEREAS, the Committee on Development and Planning has reviewed the report and recommendation of the Planning Board, as well as the appraisal report, and concurs therewith;

NOW, THEREFORE BE IT RESOLVED, that the Lansing City Council hereby approves Act-5-2017, a non-exclusive easement to Consumers Energy, legally described as:

That part of Lot 38 of Assessor's Plat No. 11, as recorded in Liber 10 of Plats, Page 14, at the Ingham County Register of Deeds described as: The West 15.00 feet of the following Parcel Description as recorded in Warranty Deed, Liber 599, Page 589, Ingham County Register of Deeds: The South 472.65 feet of Lot 38, Assessor's Plat No. 11, except the West 120 feet of the North 50 feet of said described land,

for the purpose of installing and maintaining a gas distribution pipe across the west side of the property, for the sum of Seven Thousand Dollars (\$7,000.00).

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

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

WHEREAS, David Sheets sought to eliminate a special assessment of \$560.00 for board up fees and all associated penalties and interest, on the property tax bill for 816 Baker Street, Lansing (Tax ID #33-01-01-22-352-751); and

WHEREAS, upon filing a claim to the Committee on General Services, the claim in the amount of \$560.00 was denied on April 10, 2018.

THEREFORE, BE IT RESOLVED, that the City Council hereby denies the claim of David Sheets in the amount of \$560.00 for board up fees and all associated penalties and interest on the property tax bill for 816 Baker Street, Lansing (Tax ID #33-01-01-22-352-751).

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

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

WHEREAS, Jan M Ghufuran sought to eliminate a special assessment of \$440.00 for trash fees and all associated penalties and interest, on the property tax bill for 604 S. Magnolia Avenue, Lansing (Tax ID #33-01-01-14-358-441); and

WHEREAS, upon filing a claim to the Committee on General Services, the claim in the amount of \$440.00 was denied on April 10, 2018.

THEREFORE, BE IT RESOLVED, that the City Council hereby denies the claim of Jan M Ghufuran in the amount of \$440.00 for trash fees and all associated penalties and interest on the property tax bill for 604 S. Magnolia Avenue, Lansing (Tax ID #33-01-01-14-358-441).

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

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

WHEREAS, Kodeen Sowers sought to eliminate a special assessment of \$150.00 for tagging fees and all associated penalties and interest, on the property tax bill for 528 Lincoln Avenue, Lansing (Tax ID #33-01-01-28-287-096); and

WHEREAS, upon filing a claim to the Committee on General Services, the claim in the amount of \$150.00 was denied on April 10, 2018.

THEREFORE, BE IT RESOLVED, that the City Council hereby denies the claim of Kodeen Sowers in the amount of \$150.00 for tagging fees and all associated penalties and interest on the property tax bill for 528 Lincoln Avenue, Lansing (Tax ID #33-01-01-28-287-096).

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

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

WHEREAS, the Mayor made the appointment of Julee M. Rodocker of 4909 Devonshire Avenue in Lansing, MI, 48910, as a Ward 2 Member of the Board of Police Commissioners for a term to expire June 30, 2022 ; and

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

WHEREAS, the Public Safety Committee met on April 17, 2018 and took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Julee M. Rodocker of 4909 Devonshire Avenue in Lansing, MI, 48910, as a Ward 2 Member of the Board of Police Commissioners for a term to expire June 30, 2022.

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

WHEREAS, the Mayor made the appointment of Deshon Leek of 3200 Reo Road, Lansing, MI 48911 as a Journeyman Plumber Member of the Board of Plumbing for a term to expire June 30, 2022; and

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

WHEREAS, the Committee on Public Safety met on April 17, 2018 and took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of, Deshon Leek of 3200 Reo Road, Lansing, MI 48911, as Journeyman Plumber Member of the Board of Plumbing for a term to expire June 30, 2022.

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

WHEREAS, the Lansing Code Compliance Officer has declared a certain structure at 816 Hickory Street, Parcel # 33-01-01-15-355-001 and Legal Description: LOT 14 BLOCK 5 LANSING IMPROVEMENT COMPANY'S ADD to be an unsafe and dangerous building and requested the property owner be ordered to demolish or otherwise make safe the structure; and

WHEREAS, the Code Compliance Officer red tagged the said structure on 2/02/2016 and requested the property owner be ordered to demolish or otherwise make safe the structure; and

WHEREAS, on 2/22/2018, the Lansing Demolition Board held a special meeting to consider and make a recommendation on whether to declare the structure a dangerous building, as defined in the Housing Law of Michigan (MCLA 125.539) and the Lansing Housing and Premises Code (1460.09) to order the property owner to make safe or demolish the structure; and

WHEREAS, the Code Compliance Office has determined that compliance with the order of the Lansing Demolition Hearing Board officer has not occurred; and

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

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council hereby schedules a show cause hearing for Monday, April 30, 2018 at 7:00 p.m. in the Lansing City Council Chambers, 10th Floor City Hall, 124 W. Michigan, Lansing, Michigan in consideration of the finding and order of the Lansing Demolition Hearing Board Officer regarding the structure at 816 Hickory Street to give the owner, or the owner's agent, the opportunity to appear and show cause why the building should not be demolished or otherwise made safe; and to approve, disapprove, or modify the order of the hearing officer to demolish or make safe the subject structure.

BE IT FINALLY RESOLVED that the Lansing City Council requests that the Manager of Code Compliance notify the owner of said property of the opportunity to appear and present testimony at the hearing, as required by law.

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

WHEREAS, the Lansing Code Compliance Officer has declared a certain structure at 902 E. Kalamazoo, Parcel # 33-01-01-15-352-261 and Legal Description: LOT 8 BLOCK 3 LANSING IMPROVEMENT COMPANYS ADD to be an unsafe and dangerous building and requested the property owner be ordered to demolish or otherwise make safe the structure; and

WHEREAS, the Code Compliance Officer red tagged the said structure on 8/24/2016 and then was severely fire damaged on 06/14/2017 and requested the property owner be ordered to demolish or otherwise make safe the structure; and

WHEREAS, on 2/22/2018, the Lansing Demolition Board held a special meeting to consider and make a recommendation on whether to declare the structure a dangerous building, as defined in the Housing Law of Michigan (MCLA 125.539) and the Lansing Housing and Premises Code (1460.09) to order the property owner to make safe or demolish the structure; and

WHEREAS, the Code Compliance Office has determined that compliance with the order of the Lansing Demolition Hearing Board officer has not occurred; and

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

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council hereby schedules a show cause hearing for Monday, April 30, 2018 at 7:00 p.m. in the Lansing City Council Chambers, 10thFloor City Hall, 124 W. Michigan, Lansing, Michigan in consideration of the finding and order of the Lansing Demolition Hearing Board Officer regarding the structure at 902 E. Kalamazoo to give the owner, or the owner's agent, the opportunity to appear and show cause why the building should not be demolished or otherwise made safe; and to approve, disapprove, or modify the order of the hearing officer to demolish or make safe the subject structure.

BE IT FINALLY RESOLVED that the Lansing City Council requests that the Manager of Code Compliance notify the owner of said property of the opportunity to appear and present testimony at the hearing, as required by law.

BY THE COMMITTEE ON PUBLIC SERVICES
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING
CONFIRMATION GLENBURNE GRASS & TRASH ASSESSMENT ROLL SUMMER 2018

WHEREAS, pursuant to resolution 2016-202, adopted by this Council, the City Council held a public hearing on March 13, 2017 and April 9, 2018 regarding Assessment Roll GB-2017 for the removal of trash and grass in the Glenburne Commons are adjacent to certain properties; and

WHEREAS, the cost incurred between April 25, 2017 and November 6, 2017, by the City totals \$34,256.50; and

WHEREAS, the Committee on Public Services met on March 17, 2017 and April 10th, 2018 to review the public hearing findings; and

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council hereby directs that special assessment roll number GB-2017 as returned by the City Assessor, be ratified and confirmed.

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

Contiguous Boundaries of properties benefitted to include all the parcels within the following subdivisions in their entirety as follows:

Glenburne Subdivision

Glenburne Subdivision No. 2

Glenburne Subdivision No. 3

Glenburne Subdivision No. 4

Glenburne Subdivision No. 5

Part of the North ½ and South East ¼ of Section 36, T4N, R3W

City of Lansing, Eaton County, Michigan

BE IT FURTHER RESOLVED THAT Special Assessment Roll No. GB-2017 as presented and as returned by the City Assessor, is hereby ratified and confirmed, and the Mayor is authorized to affix within ten days his warrant directing the City Treasurer to collect this special assessment tax. If payment is not received by May 15, 2018, this special assessment tax will be placed on the July 2018 tax roll without interest or penalty.

RESOLUTION #2018-087

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

WHEREAS, the Mayor made the appointment of Derek Melot of 1406 Wellington Road, Lansing, MI, 48910, as an At-Large Member of the Elected Officers Compensation Commission for a term to expire October 1, 2026; and

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

WHEREAS, the Committee of the Whole met on April 2, 2018 and took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Derek Melot of 1406 Wellington Road in Lansing, MI, 48910, as an At-Large Member of the Elected Officers Compensation Commission for a term to expire ~~October 1, 2026.~~ **October 1, 2019.**

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

WHEREAS, Council President Wood recommends the Lansing City Council set the public hearing for the City of Lansing Fiscal Year 2018/2019 Budget for Monday, May 14, 2018.

NOW THEREFORE BE IT RESOLVED, the Lansing City Council hereby approves the recommendation of the public hearing be set for the City of Lansing Fiscal Year 2018/2019 Budget on Monday, May 14, 2018 at the regularly scheduled City Council meeting at 7:00 p.m.

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

WHEREAS, on November 13, 2017 City Council adopted Resolution 2017-278 to establish the Lansing City Council meeting dates for 2018; and

WHEREAS, May 7, 2018 is a scheduled City Council meeting on Resolution 2017-278; and

WHEREAS, there are three (3) Council meetings in April and three (3) Council meetings in May, 2018 so the City Council will be canceling the May 7, 2018 Council meeting.

THEREFORE, the Lansing City Council amends Resolution 2017-278 to remove the previously scheduled May 7, 2018 City Council Meeting. The Committee of the Whole meeting for May 7, 2018 will still occur as scheduled.

INTRODUCTION OF ORDINANCES

The following ordinance of the City of Lansing, Michigan, providing that the Code of Ordinances be amended by providing for the rezoning of property located in the City of Lansing, Michigan, and for the revision of the district maps adopted by Section 1246.02 of the Code for property located at:

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

was introduced by the Committee on Development & Planning, read a first and second time by its title and referred to the Committee on Development and Planning.

ORDINANCE # _____

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

The City of Lansing ordains:

Section 1. That the district maps adopted by and incorporated as Section 1246.02 of the Code of Ordinances of the City of Lansing, Michigan be amended to provide as follows:

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

Case Number: Z-1-2017

Parcel Number's: 33-01-01-06-252-231

Legal Descriptions: Lot 99, Northwestern Subdivision No 3, City of Lansing, Ingham County, MI, from "D-1" Professional Office to "F" Commercial District.

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

Section 3. This ordinance was duly adopted by the Lansing City Council on _____, 2018, and a copy is available in the office of the Lansing City Clerk, 9th Floor, City Hall, 124 W. Michigan Avenue, Lansing, MI 48933.

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

GENERAL INFORMATION

APPLICANT/OWNER: Jeffrey & Sheryl Landgraf
FTZ Laboratories, LLC
110 N. Market Street
Dewitt, MI 48820

REQUESTED ACTIONS: Rezone 3440 N. East Street from "F" Commercial District to
"G-2" Wholesale District

EXISTING LAND USE: 858 Square Foot Office Building

EXISTING ZONING: "F" Commercial District

PROPOSED ZONING: "G-2" Wholesale District

PROPERTY SIZE: 94' x 115' = 10,810 square feet - .248 acres

SURROUNDING LAND USE: N: Commercial
S: Vacant
E: Single Family Residential
W: U-Haul

SURROUNDING ZONING: N: "F" Commercial & "J" Parking Districts
S: "F" Commercial District
E: "A" Residential District
W: "G-2" Wholesale District

MASTER PLAN: The Design Lansing Comprehensive Plan designates the
subject property for "Suburban commercial" land use. N.
East Street is designated as a principal arterial.

DESCRIPTION:

This is a request by Jeffrey & Sheryl Landgraf, FTZ Laboratories, LLC to rezone the property at 3440 N. East Street from "F" Commercial District to "G-2" Wholesale District. The purpose of the rezoning is to permit a medical marijuana safety compliance (testing) facility on the subject property.

AGENCY RESPONSES

BWL:

Building Safety:

Development Office:

Fire Marshal: No comments

Parks & Recreation: No comments.

Public Service:

Traffic Engineer:

COMPATIBILITY WITH SURROUNDING LAND USE:

The applicant is requesting a rezoning of the subject property to the "G-2" Wholesale District to allow for a medical marijuana testing facility. Under the City's new medical marijuana ordinance, testing facilities are permitted only in the "G-2" Wholesale, "H" Light and "I" Heavy Industrial zoning districts. As evidenced by the attached map, the subject property is located in an area that has no consistent zoning or land use patterns. The site is surrounded by "A" residential zoning to the east, "F" Commercial zoning to the north and south and "G-2" Wholesale zoning to the west. Since the property to the west is already zoned "G-2", rezoning the subject property to the "G-2" district would not be considered a "spot zone", even though the sites are located on opposite sides of the street. In fact, the majority of the properties in the 3400 and 3500 blocks of the west side of N. East Street are currently zoned "G-2" Wholesale and thus, the proposed rezoning will be consistent with the general zoning pattern in the area.

The land uses in the area include offices, single family residential homes, various retail uses, vehicles sales/rentals, repair shops and storage facilities. Given the eclectic mix of existing land uses, it is not anticipated that the proposed medical marijuana testing facility will be incompatible or disruptive to the surrounding area. Medical marijuana safety compliance (testing) facilities typically do not generate much traffic, noise, odors or other nuisances and do not involve hazardous materials that would be detrimental to the health, safety and welfare of the community. Such uses are generally in operation during normal business hours only, traffic is limited to employees or small delivery trucks and all activities are confined to the building with controls in place to prevent odors/fumes from emanating outside.

COMPLIANCE WITH MASTER PLAN:

The Design Lansing Comprehensive Plan designates the subject property for "Suburban Commercial" land use. The Plan specifies the following for this land use classification:

"To allow for general retail and commercial use, including large footprint and automobile-oriented uses, in a suburban development format that also encourages a mix of uses and accommodates pedestrians, cyclists and transit users."

The Plan lists the following as "typical uses" for the "Suburban Commercial" land use category:

"General and convenience retail uses; medium-density residential in a suburban format (see Medium-Density Residential, above); office; **and light industrial with special approval.**

The proposed testing facility would qualify as a "light industrial" use and is therefore, consistent with the future land use being advanced in the master plan for the subject property. It is also consistent with some of the existing light industrial uses in the area such as storage facilities and repair shops.

IMPACT ON VEHICULAR AND PEDESTRIAN TRAFFIC:

The proposed rezoning will have no negative impacts on vehicular or pedestrian traffic. Testing facilities typically generate a very low volume of traffic, particularly in comparison to most highway commercial uses such as gasoline stations, convenience stores, restaurants and other uses that would be permitted by right under the current "F" Commercial zoning. Traffic for testing facilities is generally limited to employees and small delivery trucks. Furthermore, since it is not a customer oriented business, it is not anticipated to generate any pedestrian traffic.

Primary access to the site will continue to be via N. East Street which is a principal arterial designed to carry a high volume of traffic. There is a secondary access to the site on Sanford Street but given the projected low volume of traffic for the testing facility, additional traffic on the side street should be negligible.

IMPACT ON PUBLIC FACILITIES:

The site is already served by all necessary public facilities. No changes are proposed for the site that would have an impact on public facilities.

ENVIRONMENTAL IMPACT:

The proposed rezoning will have no impacts on the physical environment as the site is already developed and no changes are proposed at this time. New construction would require administrative site plan review at which time the site would have to be brought into compliance with all City codes and ordinance including those regulating storm water management.

If the rezoning is approved, the applicant will be required to obtain a building permit to change the use of the building at 3440 N. East Street from an office to a medical marijuana safety compliance (testing) facility. As part of the building permit process, the applicant will be required to disclose the type of hazardous chemicals that will be used, the quantity of said chemicals that will be stored in the building, how the materials will be stored and by what method they will be disposed of. The building will then be inspected to ensure compliance with all codes relating to the use and storage of hazardous chemicals.

IMPACT ON FUTURE PATTERNS OF DEVELOPMENT:

The applicant's request will not be disruptive to the development pattern in the area which is already characterized by a variety of land uses and zoning designations. The site is currently zoned "F" Commercial and the applicant is requesting that the site be rezoned to "G-2" Wholesale. The only significant differences between the 2 zoning districts is that the "G-2" Wholesale district permits, warehouses, storage and medical marijuana safety compliance facilities. The applicant's proposal to

establish a medical marijuana safety compliance facility on the site is anticipated to be compatible with the adjoining residential land uses, particularly in comparison to many other uses that would be permitted by right under the current "F" Commercial zoning such as a fast food restaurant, gas station, car wash, or auto repair facility. Such uses would generate a high volume of traffic, activity beyond normal daytime business hours, light glare, noise, etc. that could be disruptive to the peaceful enjoyment of the adjoining houses to the east. The safety compliance facility, by contrast, will be quiet, generate very little traffic and all activity will be confined to the building. It is also not anticipated that the facility will generate fumes that can be detected outside of the building. If that were to occur, the City has an ordinance in place to take corrective action against the facility.

SUMMARY

This is a request by Jeffrey & Sheryl Landgraf, FTZ Laboratories, LLC to rezone the property at 3440 N. East Street from "F" Commercial District to "G-2" Wholesale District. The purpose of the rezoning is to permit a medical marijuana safety compliance (testing) facility on the subject property.

The findings of fact as outlined in this staff report support a positive recommendation for the requested rezoning. The proposed rezoning will be consistent with the existing zoning and land use patterns in the area and with the future land use pattern being advanced in the Design Lansing Comprehensive Plan. Additionally, the proposed rezoning will have no negative impacts on traffic patterns, the environment or future patterns of development in the area.

RECOMMENDATIONS

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

Z-8-2017 be approved to rezone the property at 3440 N. East Street from "F" Commercial District to "G-2" Wholesale District.

Respectfully Submitted,

Susan Stachowiak
Zoning Administrator

Planning Board

Re: Z-8-2017; 3440 N. East Street

Good evening:

We would like to take this opportunity to tell you a bit about FTZ Laboratories and its owners, Jeff and Sheryl Landgraf.

A strange series of events led us to start a medical marijuana Safety Compliance Facility. We have long been advocates of medicinal marijuana, but it was witnessing a family member's positive experience during his battle with pancreatic cancer in February 2017 which affected us deeply. We subsequently learned medical marijuana was not mandated to be tested for dangerous chemicals and microorganisms but that new state legislation which went into effect December 2017 would address this. We decided shortly thereafter this was something we could contribute to. Jeff is a Ph.D. scientist who has worked at Michigan State University for the last 18 years in the Research Technology Support Facility with experience in Molecular Biology and Analytical Chemistry. Sheryl has worked in Information Technology, 8 years with the Michigan Supreme Court-Judicial Information Services and most recently with IBM. We feel our combined strengths in scientific analysis and data management are perfectly suited to provide these new, and long overdue, services to medical marijuana patients in the State of Michigan.

During the course of 2017, we paid close attention to how the State of Michigan and municipalities within the state were preparing for the implementation of Public Act 281. The City of Lansing has taken great strides, in our opinion, to be a progressive community. We applaud the City for the actions it has taken on behalf of the patients who rely on this medicine.

Deciding to do business in a progressive city, we pursued property and happened upon what we believe is a perfect place to do business: 3440 N. East Street, currently zoned F1-Commercial which, at the time, allowed laboratories with Special Land Use Permit. We saw an opportunity, purchased the property and began some of the necessary rehab with an eye on the developing Lansing ordinance. Ultimately the ordinance requires facilities such as ours to be situated in G2, H or I zoned properties. We reviewed the zoning of the surrounding businesses and learned a majority of properties on the west side of the street are zoned G2-Wholesale. We are therefore appealing to the City for rezoning to allow our business to move forward.

To give you some sense of what impact our business would have locally we have assembled a few items that may be of concern to the surrounding residents:

*The facility is closed to the public. There will be no foot traffic. There is nothing being bought or sold. We will simply be testing small amounts of material to ensure its safety.

*The only vehicular traffic will be deliveries of equipment, supplies and mail.

*Initially, there will be up to 2 vehicles on site during business hours. Based on our 5-year projections, there will be at most 4 vehicles during business hours.

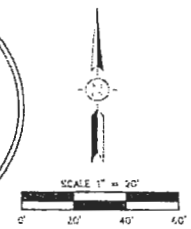
*We intend to maintain the residential appearance of the house with upkeep and landscaping contributing to the attractiveness of the area.

It is our hope the Planning Board will find no objection to this property being rezoned to G2. We will be attending the meeting on Tuesday to address any additional questions or concerns you may have.

Thank you,

Jeff and Sheryl Landgraf

3440 N. East Street CITY OF LANSING, INGHAM COUNTY, MICHIGAN REZONING PLAN



LEGAL DESCRIPTION:

(As provided in Township Clerk, File No. 222454-446, Dated September 22, 2017)

Parcel 1: Lot 1, 1/2 of the 1/4 of Section 16, Township 4 N., Range 2 E., City of Lansing, Ingham County, Michigan, according to the recorded plat thereof.

Parcel 2: Lot 2 and 1/2 of the 1/4 of Section 16, Township 4 N., Range 2 E., City of Lansing, Ingham County, Michigan, according to the recorded plat thereof.

PREPARED BY:

1. This plan was made at the request of the parcel owner and is prepared for the City of Lansing, Michigan, for the purpose of rezoning the parcel.

2. All zoning and setback requirements are shown on the attached zoning map.

3. All zoning and setback requirements are shown on the attached zoning map.

4. All zoning and setback requirements are shown on the attached zoning map.

5. All zoning and setback requirements are shown on the attached zoning map.

6. There are no other zoning and setback requirements shown on the attached zoning map.

7. All zoning and setback requirements are shown on the attached zoning map.

8. All zoning and setback requirements are shown on the attached zoning map.

CURRENT ZONING = F - PARCEL 1 & 2
PROPOSED ZONING = G-2 - PARCEL 1 ONLY
PROPOSED USE = MEDICAL MARIJUANA SAFETY COMPLIANCE FACILITY
TOTAL AREA PARCEL 1 = 0.25 AC M/L

REQUIRED BUILDING SETBACKS:

FRONT YARD = 20'
(EX. 12' FROM US-27)
(EX. 14.1' FROM SANFORD ST.)

SIDE YARDS 0-25'
(EX. 14.5' TO GARAGE FROM EAST)
(EX. 0' TO GARAGE FROM SOUTH)

REAR YARD 15'
(EX. 14.5' TO GARAGE FROM EAST)
(EX. 0' TO GARAGE FROM SOUTH)

OWNER:

3440 N. East Street
Lansing, MI 48206
(517) 222-1111

ENGINEER/PLANNER:

KEBS, INC.
2114 PARKWAY BLVD.
LANSING, MI 48206
(517) 222-1111

DATE ADDRESS 3440 N. EAST STREET, LANSING, MI 48206
TAX MAP 31-01-01-00-00-00

	KEBS, INC. 2114 PARKWAY BLVD. LANSING, MI 48206 (517) 222-1111
3440 N. East Street ZONING PLAN	DATE: 10/10/2017 BY: JEFFREY M. KEBS FOR: JEFFREY M. KEBS

EXISTING ZONING:

EXISTING ZONING G-2 & F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

EXISTING ZONING F
EXISTING USE COMMERCIAL

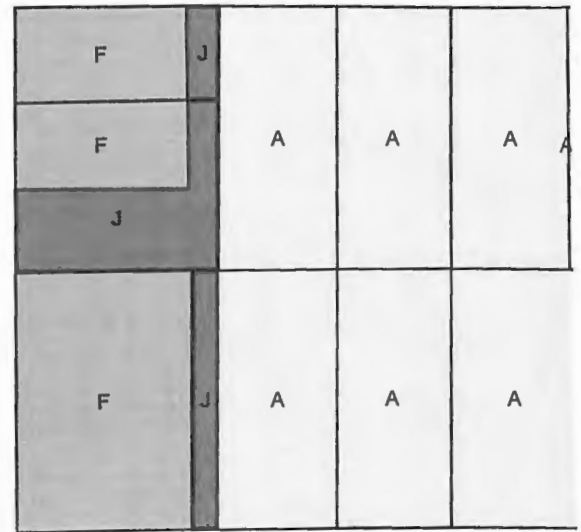
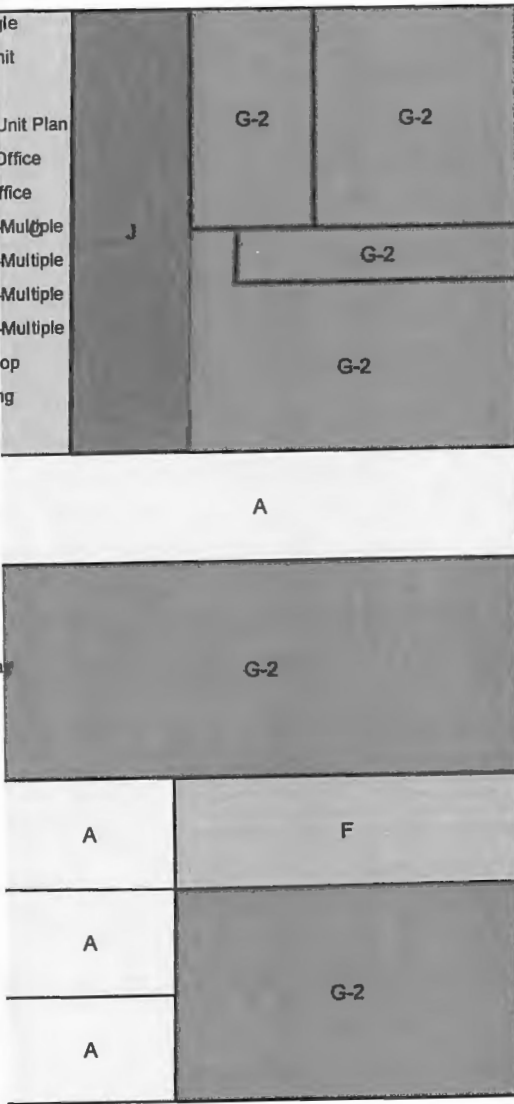




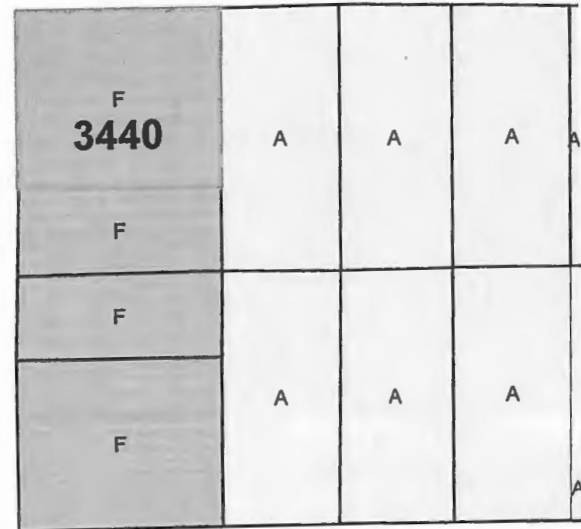
Zoning

Legend

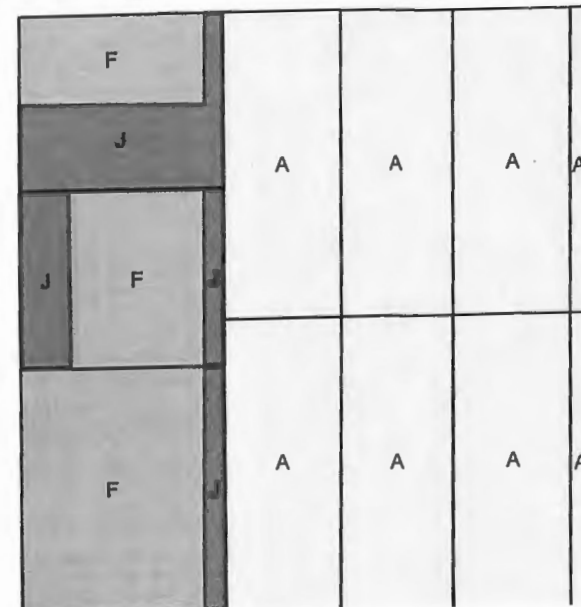
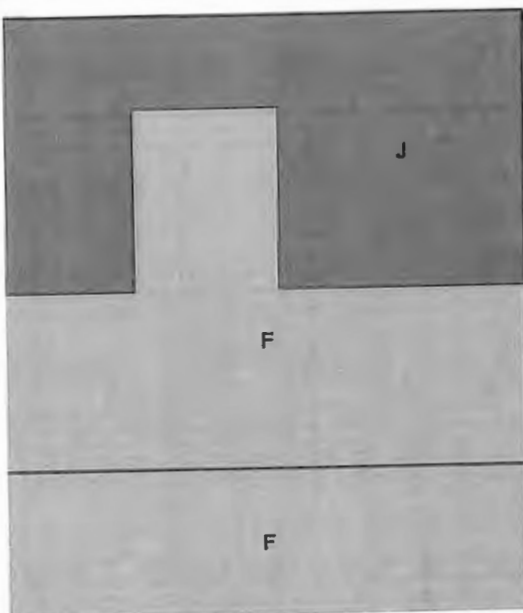
- roads_final
- Tax Parcels
- A Residential-Single
- B Residential-Single
- C Residential-2 Unit
- NONE
- CUP Community Unit Plan
- D-1 Professional Office
- D-2 Residential/Office
- DM-1 Residential-Multiple
- DM-2 Residential-Multiple
- DM-3 Residential-Multiple
- DM-4 Residential-Multiple
- E-1 Apartment Shop
- E-2 Local Shopping
- F Commercial
- F-1 Commercial
- G-1 Business
- G-2 Wholesale
- H Light Industrial
- I Heavy Industrial
- J Parking
- ROW Right of Way



Sanford St



E Frederick Ave



N



THIS PAGE LEFT BLANK

PASSAGE OF ORDINANCE

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO AMEND CHAPTER 1426 AND ADD SECTION 1426.07 OF THE LANSING CODIFIED ORDINANCES TO REGULATE FIRE AND SMOKE DAMPER TESTING AND INSPECTIONS BY CERTIFIED INSPECTORS.

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

COUNCIL MEMBER	YEAS	NAYS
DUNBAR	☐	☐
GARZA	☐	☐
HUSSAIN	☐	☐
JACKSON	☐	☐
SPADAFORE	☐	☐
SPITZLEY	☐	☐
WASHINGTON	☐	☐
WOOD	☐	☐

☐ ADOPTED	☐ FAILED
----------------------------------	---------------------------------

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO AMEND
CHAPTER 1426 AND ADD SECTION 1426.07 OF THE LANSING CODIFIED
ORDINANCES TO REGULATE FIRE AND SMOKE DAMPER TESTING AND
INSPECTIONS BY CERTIFIED INSPECTORS.**

THE CITY OF LANSING ORDAINS:

Section 1. That Chapter 1426 of the Codified Ordinances of the City of Lansing,
Michigan, be and is hereby amended to add Section 1426.07 and read as follows:

1426.07. FIRE AND SMOKE DAMPER INSPECTION CERTIFICATION

A. PURPOSE: THE PURPOSE OF THIS SECTION IS TO PROVIDE FOR
CERTIFICATION REQUIREMENTS FOR INSPECTORS OF FIRE AND SMOKE
DAMPERS IN BUILDINGS OWNED AND OPERATED BY THE CITY OF LANSING.

B. DEFINITIONS: AS USED IN THIS SECTION:

(1) “FIRE DAMPER” MEANS A LISTED DEVICE INSTALLED IN DUCT AND AIR
TRANSFER OPENINGS DESIGNED TO CLOSE AUTOMATICALLY UPON DETECTION
OF HEAT AND RESIST THE PASSAGE OF FLAME. FIRE DAMPERS ARE CLASSIFIED
FOR USE IN EITHER STATIC SYSTEMS THAT WILL AUTOMATICALLY SHUT DOWN
IN THE EVENT OF A FIRE OR IN DYNAMIC SYSTEMS THAT CONTINUE TO
OPERATE DURING A FIRE. A DYNAMIC FIRE DAMPER IS TESTED AND RATED FOR
CLOSURE UNDER ELEVATED TEMPERATURE AIRFLOW.

(2) “SMOKE DAMPER” MEANS A LISTED DEVICE INSTALLED IN DUCTS AND
AIR TRANSFER OPENINGS DESIGNED TO RESIST THE PASSAGE OF SMOKE. THE

1 DEVICE IS INSTALLED TO OPERATE AUTOMATICALLY, CONTROLLED BY A
2 SMOKE DETECTION SYSTEM AND, WHERE REQUIRED, IS CAPABLE OF BEING
3 POSITIONED FROM FIRE COMMAND CENTER.

4 **(3) “CERTIFIED INSPECTOR”** MEANS A CONTRACTOR OR TECHNICIAN THAT
5 HAS BEEN CERTIFIED BY THE INTERNATIONAL CERTIFICATION BOARD AND
6 AMERICAN NATIONAL STANDARDS INSTITUTE AS A QUALIFIED FIRE AND
7 SMOKE DAMPER INSPECTOR.

8 **C. TESTS AND INSPECTIONS OF A FIRE AND SMOKE DAMPER IN BUILDINGS**
9 OWNED AND OPERATED BY THE CITY SHALL ONLY BE CONDUCTED BY A
10 CERTIFIED INSPECTOR, WHO SHALL MAKE A WRITTEN REPORT OF THE
11 INSPECTION. THE WRITTEN REPORT SHALL CONTAIN AT A MINIMUM ALL THE
12 FOLLOWING: THE PRECISE LOCATION OF THE DAMPER, DATE OF INSPECTION,
13 NAME OF THE INSPECTOR, EVIDENCE THE INSPECTOR IS CERTIFIED, ANY AND
14 ALL DEFICIENCIES DISCOVERED, AND ANY AND ALL REPAIRS OR
15 REPLACEMENTS COMPLETED. THE WRITTEN REPORT SHALL BE FILED IN THE
16 CITY’S BUILDING SAFETY OFFICE WITHIN FIVE (5) BUSINESS DAYS OF THE
17 COMPLETION OF THE INSPECTION AND WORK.

18 **D. ANY AND ALL WORK PERFORMED IN CONJUNCTION WITH THIS**
19 **ORDINANCE SHALL BE SUBJECT TO THE MICHIGAN BUILDING CODES AS**
20 **ADOPTED BY THE CITY.**

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

6
7

City Attorney

Dated: _____

THIS PAGE LEFT BLANK



Chris Swope
Lansing City Clerk

April 20, 2018

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

Demolition Board/Code Enforcement

February 22, 2018

Historic District Commission

March 12, 2018

Lansing Park Board

March 14, 2018

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

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

WHEREAS, the Licensing and Enforcement Division of the Michigan Liquor Control Commission received a request from Love Singh of Binni's Bar and Grill to obtain a new Class C and SDM License at 820 West Miller Rd. Lansing Michigan, 48911.

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

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council, hereby, approves the request from Love Singh of Binni's Bar and Grill for a new Class C and SDM License at 820 West Miller Rd. Lansing Michigan, 48911;



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

Business Name: Binni's Bar & Grill dba: _____

Business Address: 820 West Miller Rd

City: Lansing State: MI Zip: 48911

Main Contact Number: (517) 977-5458 Secondary Contact Number: (517) 706-7919

Email Address: singhlove1996@gmail.com

License(s) for which you are seeking Local Government Approval Class C &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
Love Singh(applicant)	Owner	2710 Maritime Dr Lansing MI	21

If an Individual, provide Applicant's:

Date of Birth:

Place of Birth: Sparrow Hospital Lansing MI

What character of business do you intend to operate? Bar & Grill

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?

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

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?

New

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? Cancelled license

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.

Joe L. Scott
Signature

3/15/18
Date

Subscribed and sworn to before me this

15th day of March, 2018.

Signature Tracy L. Scott

Printed Name Tracy L. Scott

Notary Public, Ingham County, Michigan

My Commission Expires: 4-14-20

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

clerk@lansingmi.gov

TRACY L. SCOTT
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF INGHAM
My Commission Expires April 14, 2020



CITY TREASURER * INCOME TAX DIVISION
(517) 483-4121 (517) 483-4114

1ST Floor – City Hall
124 West Michigan Avenue
Lansing MI 48933

VIRG BERNERO, MAYOR

LANSING TREASURY INFORMATION REQUEST

Complete a separate form for each individual subject to verification

Applicant/Employee Information

Name: Love Singh
Home Address: 2710 Maridime dr, Lansing MI, 48911
Since 2008
Daytime Phone Number: 517-977-5458



Employer/Business Information

Corporate Name: Binni's Bar & Grill
Doing Business As: Bar
Address: 820 W Miller Rd Lansing MI 48911
Business Phone #: 517-768-2275
Federal Employer Identification #: N/A

Do you, or any of these businesses, owe the City money for any reason? Yes ___ No ✓

If Yes, for what reason? _____

Name of any other Lansing area business in which your ownership participation exceeds 25% None

Gae A
Signature

3/15/18
Date

Lansing City Clerk's Office
Ninth Floor, City Hall, 124 W. Michigan Ave., Lansing, MI 48933-1695
517-483-4131 • 517-377-0068 FAX

www.lansingmi.gov/clerk • city.clerk@lansing.mi.gov

(Rev. 2/17)

CITY OF LANSING

Receipt: 2354

03/15/18

CITY CLERK

124 W MICHIGAN AVENUE 9TH FLOOR

Cashier: TScott

Received Of: LOVE SINGH

The sum of: 400.00

523	LIQUOR LICENSE		400.00
		Total	400.00
	CHECKS	1099	400.00

Signed: _____



CITY OF LANSING
TREASURER'S OFFICE/INCOME TAX DIVISION
Room G-29, First Floor, City Hall
124 W Michigan Ave
Lansing, Michigan 48933
(517) 483-4114
FAX (517) 483-6084

City Clerk License Checklist

March 20, 2018

Name (RA): Love Singh

Business Name: Binni's Bar and Grill

FEIN #:

Delinquent Income Taxes: ☐ Yes

☒ No

If due, amount:

Comments:

Real Property Address: 820 W Miller Rd

Parcel #: 33010505431321

Delinquent Real Property: ☐ Yes

☒ No

If due, amount:

Comments:

Personal Property Address: 820 W Miller Rd Personal Property Tax #: 90330106760000

Delinquent Real Property: ☐ Yes

☒ No

If due, amount:

Comments:

Reviewed by

Date

Approval: ☒ Yes ☐ No

BY THE COMMITTEE ON _____
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

Land Lease Agreement with Verizon Wireless

WHEREAS, the Lansing Park Board at its November 18 , 2015 meeting, voted unanimously (6-0) to approve the proposed site of a wireless communication tower at Crego Park, 2101 E. Mt. Hope Avenue; and

WHEREAS, the Planning Board at its April 5, 2016 meeting, voted unanimously (5-0) to recommend approval of SLU-1-2016 to permit a wireless communication tower at 2101 E. Mt. Hope Avenue; and

WHEREAS, the City Council held a public hearing regarding SLU-1-2016 on June 13, 2016 and approved SLU-1-2016, to permit a wireless communication tower at 2101 E. Mt. Hope Avenue within the 100-year floodplain of the Red Cedar River; and

WHEREAS, the City Council held a public hearing on March 26, 2018 to receive public comment on and to consider amending SLU-1-2016 to undedicate a portion of the Crego Park Parcel to allow construction and operation of a wireless communication tower by Verizon Wireless; and

WHEREAS, the Committee on Development and Planning at its April 2, 2018 committee meeting moved and approved to undedicate a portion of the Crego Park Parcel to allow construction and operation of a wireless communication tower by Verizon Wireless; and

NOW, THEREFORE BE IT RESOLVED that a public hearing be held in the City Council Chambers of the City of Lansing, 10th Floor, Lansing City Hall, Lansing, Michigan, on _____, 2018 at 7:00 p.m. for the purpose of receiving public comment on a land lease agreement between the City of Lansing Parks and Recreation Department and Verizon Wireless for a wireless communication tower on a portion of the Crego Park Parcel.

The Clerk shall publish once in a publication of general circulation within the community a notice of the scheduled public hearing and that the notice appear not less than 10 or more than 30 days prior to the date of the hearing.

BY THE COMMITTEE ON _____
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

Land Lease Agreement with Verizon Wireless

WHEREAS, the Lansing Park Board at its November 18, 2015 meeting, voted unanimously (6-0) to approve the proposed site of a wireless communication tower at Crego Park, 2101 E. Mt. Hope Avenue; and

WHEREAS, the Planning Board at its April 5, 2016 meeting, voted unanimously (5-0) to recommend approval of SLU-1-2016 to permit a wireless communication tower at 2101 E. Mt. Hope Avenue; and

WHEREAS, the City Council held a public hearing regarding SLU-1-2016 on June 13, 2016 and approved SLU-1-2016, to permit a wireless communication tower at 2101 E. Mt. Hope Avenue within the 100-year floodplain of the Red Cedar River; and

WHEREAS, the City Council held a public hearing on March 26, 2018 to receive public comment on and to consider amending SLU-1-2016 to undedicate a portion of the Crego Park Parcel to allow construction and operation of a wireless communication tower by Verizon Wireless; and

WHEREAS, the Committee on Development and Planning at its April 2, 2018 committee meeting moved and approved to undedicate a portion of the Crego Park Parcel to allow construction and operation of a wireless communication tower by Verizon Wireless; and

WHEREAS, City Council of the City of Lansing held a public hearing on _____, 2018 to receive public comment on a land lease agreement between the City of Lansing Parks and Recreation Department and Verizon Wireless for a wireless communication tower on a portion of the Crego Park Parcel.

NOW, THEREFORE, BE IT RESOLVED that the Land Lease Agreement be submitted to Lansing City Council for approval.

BE IT FURTHER RESOLVED that the Lansing City Council hereby approves the Land Lease Agreement for a portion of the Crego Park Parcel to allow construction and operation of a wireless communication tower by Verizon Wireless.

CITY OF LANSING
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a Public Hearing will be held on _____ 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:

A lease agreement for a parcel of property located within Crego Park between the City of Lansing Parks and Recreation Department and Verizon Wireless

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

LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENT (the "**Agreement**") is made as of _____, 2018, between **THE CITY OF LANSING**, a Michigan municipal corporation, with its principal offices located at 124 W. Michigan Avenue, Lansing, Michigan 48933, hereinafter designated "**LESSOR**", and **NEW PAR**, a Delaware partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated "**LESSEE**". The LESSOR and LESSEE are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **GRANT.** In accordance with this Agreement, LESSOR hereby leases to LESSEE and LESSEE leases from LESSOR the Premises (as hereinafter defined) and LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("**Use**") upon the Premises (as hereinafter defined), which are a part of that real property owned, leased or controlled by LESSOR at 1600 Fidelity Road, in the City of Lansing, Ingham County, Michigan, also shown as Tax ID Nos. 33-01-01-23-401-001 and 33-01-01-23-351-002 (the "**Property**"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The "**Premises**" are a portion of the Property, are approximately 1,500 square feet, and are shown on Exhibit "B", attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.

2. **INITIAL TERM.** (a) This Agreement shall be effective as of the date of execution and delivery by both Parties ("**Effective Date**"). The initial term of the Agreement shall be for 5 years beginning on the first day of the month following the Commencement Date (as hereinafter defined). The "**Commencement Date**" shall be the earlier of: (i) the first day of the month after LESSEE begins installation of LESSEE's communications equipment, or (ii) January 1, 2019.

(b) If, prior to the earlier of the Commencement Date or any investment by LESSEE in site preparation, grading or improvements, or tower structure or components, antennas, cabling or equipment, or any capital costs or expenses, LESSOR receives a bona fide offer to lease the Premises from a party (if meeting the following criteria, a "**Qualified Offeror**"), who: (i) is a nationally-recognized and qualified tower operator, (ii) commits to install a tower prior to LESSEE's installation of its tower, and (iii) would permit LESSEE to collocate on the Qualified Offeror's tower at competitive market rental rates and market costs, then LESSOR shall notify LESSEE in writing with sufficient materials establishing all of the foregoing ("**Offer Notice**"). LESSEE shall have the option, to be exercised within thirty (30) days after LESSEE's receipt of the Offer Notice, to either (1) terminate this Agreement, or (2) agree to have the "Commencement Date" under this Agreement be deemed the date on which the Qualified Offeror committed to commence installation of its tower on the Premises. If LESSEE does not send notice of its election within such 30-day period, LESSEE shall be deemed to have elected option (2).

3. **EXTENSIONS.** This Agreement shall automatically be extended for 4 additional 5-year terms unless LESSEE terminates it at the end of the then-current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then-current term. The initial term and all extensions shall be collectively referred to herein as the ***“Term”***.

4. **RENTAL.**

(a) Rental payments shall begin on the Commencement Date and be due at a total annual rental of \$19,800.00 to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 124 W. Michigan Avenue, Lansing, Michigan 48933, or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 20 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment shall not be delivered by LESSEE until 60 days after the Commencement Date. The annual rental shall be increased by one and one-half percent (1.5%) of the annual rental for the immediately preceding year, the increase being effective on the anniversary of the Commencement Date, beginning with the first anniversary and continuing on each anniversary of the Commencement Date thereafter. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

(b) For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE: (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

5. **ACCESS; SERVICES.** LESSOR hereby grants to LESSEE and LESSEE shall have the non-exclusive right and easement of ingress and egress from a public right-of-way, 7 days a week, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along 30-foot and 10-foot wide easements and rights-of-way (***“Easement”***), which are described in Exhibit “A” and shall be depicted on Exhibit “B”. LESSEE acknowledges that the Property, as a municipal park, is closed during night hours and therefore agrees that the Premises will be accessible only during hours that the Property as a park is open, except in emergencies where LESSOR will make available by emergency number (517-xxx-xxxxx) a person who can give LESSEE access 24 hours a day to the Premises. LESSEE may also use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right and easement to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 27).

6. **CONDITION OF PROPERTY.** LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Premises are (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).

7. **IMPROVEMENTS.** The communications equipment, including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements, shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit; provided, however, during any time that the Property is a municipal park, LESSEE shall obtain LESSOR's consent to material modification in the height or the tower or fencing or any change in the dimensions or size of the Premises; and provided further that the foregoing shall imply no consent right as to any change in antennas, cabling or accessories thereto or therefor.

8. **GOVERNMENT APPROVALS.** LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "**Government Approvals**") that may be required by any Federal, State or Local authorities (collectively, the "**Government Entities**") as well as a satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use.

9. **TERMINATION.** LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (a) any applications for such Government Approvals should be finally rejected; (b) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (c) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (d) LESSEE determines any structural analysis is unsatisfactory; (e) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (f) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (g) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion. Notwithstanding the foregoing, if this Agreement is terminated pursuant to subsections (e) or (f) above effective prior to the end of the fourth (4th) anniversary of the Commencement Date, LESSEE shall pay to LESSOR a sum equal to one (1) year's rent at the rate applicable at the time of the termination notice

10. **INDEMNIFICATION.** Subject to Paragraph 11, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnify Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim covered by this indemnification; provided that any failure of the indemnified Party to provide any such notice, or to provide it promptly, shall not relieve the indemnifying Party from its indemnification obligation in respect of such claim, except to the extent the indemnifying Party can establish actual prejudice and direct damages as a result thereof. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. The foregoing notwithstanding, so long as LESSOR is the City of Lansing, LESSOR shall not be required to indemnify LESSEE as provided above.

11. **INSURANCE.** The Parties agree that at their own cost and expense, each will maintain commercial general liability insurance with limits not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$2,000,000 for damage or destruction in any one occurrence. The Parties agree to include the other Party as an additional insured. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or the Property, resulting from any fire, or other casualty which is insurable under "Causes of Loss – Special Form" property damage insurance or for the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, even if any such fire or other casualty shall have been caused by the fault or negligence of the other Party. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party. The foregoing notwithstanding, so long as LESSOR is the City of Lansing, LESSOR shall not be required to maintain the insurance provided above; provided, however, if the City of Lansing elects itself to maintain insurance during the Term, LESSEE shall be named as an additional insured thereon.

12. **LIMITATION OF LIABILITY.** Except for indemnification pursuant to Paragraphs 10 and 24, a violation of Paragraph 29, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise. This Section shall be applicable only during periods, if any, in which the LESSOR is not the City of Lansing.

13. **INTERFERENCE.**

(a) LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then-existing equipment of LESSEE. So long as LESSOR is the City of Lansing: (i) LESSOR's obligation as to other occupants of the Property shall be to include in any lease, easement, or use or occupancy agreement and subsequently enforce the preceding sentence, and (ii) LESSOR shall not be liable in damages for any violation of the preceding sentence by other occupants of the Property.

(b) Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center (at (800) 224-6620/(800) 621-2622) or to LESSOR (at _____), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

(c) The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. **REMOVAL AT END OF TERM.** Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's Communications Equipment (except footings to be removed to a depth of 3 feet below grade) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal

property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at the then-existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

15. **HOLDOVER.** If upon expiration of the Term the Parties are negotiating a new lease or a lease extension, then this Agreement shall continue during such negotiations on a month to month basis at the rental in effect as of the date of the expiration of the Term. In the event that the Parties are not in the process of negotiating a new lease or lease extension and LESSEE holds over after the expiration or earlier termination of the Term, then LESSEE shall pay rent at the then-existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

16. **RIGHT OF FIRST REFUSAL.** Intentionally omitted

17. **RIGHTS UPON SALE.** Should LESSOR, at any time during the Term, decide (a) to sell or otherwise transfer all or any part of the Property, or (b) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

18. **LESSOR'S TITLE.** LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect LESSEE's Use.

19. **ASSIGNMENT.** (a) Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder.

(b) LESSEE may sublet the Premises in LESSEE's sole discretion. The foregoing notwithstanding, LESSEE agrees to cause any subtenant of any tower constructed by LESSEE on the Land Space to lease directly from LESSOR the ground space for its cabinet, shelter or ground equipment; provided, however, that: (i) LESSEE may sublease or grant easements over the Premises to such subtenant to connect by cable, wiring, ice bridges and other conduit its antennas and equipment on such tower to the ground space leased by the subtenant from

LESSOR, and (ii) LESSEE may sublet portions of the Premises to a governmental entity or agency. LESSOR acknowledges and agrees that the foregoing implies no obligation on the part of LESSEE to sublease space on such tower to subtenants or to sublease at any particular rental rates.

(c) During the Term until this Agreement expires or terminates or such earlier time as LESSOR, in its sole discretion, elects to remove its communications tower on the Premises (the "**Tower**"), the City of Lansing (the "**City**") shall have the option to install, rent-free, on the Tower antennas at a centerline height of one hundred (100) feet or lower (the "**City Tower Space**"), solely for the purpose of communication systems for police, fire and other emergency services or communication for the water and sewer systems operated by the City of Lansing; provided that such City Tower Space shall never be used for telecommunications, internet or other wireless purposes to any person or entity other than City employees; provided further that any ground space desired by the City of Lansing for equipment shall be located outside the Premises. Such option shall be deemed validly exercised if and only if: (i) at least one hundred eighty (180) days prior to the proposed date of installation, LESSEE receives (A) written notice of exercise and the City's requested height on the Tower, and (B) detailed plans and specifications for the antennas, cabling, cabinet and other equipment and the installation thereof proposed for the City Tower Space (together called the "**City Equipment and Work**"), (ii) LESSEE reasonably approves that the City Equipment and Work is compatible with and will not affect the structural integrity of the Tower; and (iii) the proposed City Tower Space and City Equipment and Work will not create any interference with the operations of LESSEE or any other party with the right to equipment on the Tower. The option and the right to use the City Tower Space shall not be assigned, sublet, licensed or in any manner transferred to any other person, company or entity.

20. **NOTICES.** Except for notices permitted via telephone in accordance with Paragraph 13, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: The City of Lansing
124 W. Michigan Avenue
Lansing, Michigan 48933
Attention: _____

LESSEE: NEW PAR, d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. **SUBORDINATION AND NON-DISTURBANCE.** At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "**Mortgage**") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms

described below (the ***“Non-Disturbance Agreement”***), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the agreement of the encumbering party (***“Lender”***) that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a ***“Purchaser”***) acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (a) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (b) agrees to attorn to Lender if Lender becomes the owner of the Property and (c) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any Mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such Mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

22. **DEFAULT.** It is a ***“Default”*** if (a) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (b) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 22 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

23. **REMEDIES.** In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such Default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

24. **ENVIRONMENTAL.** LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety (***“EH&S Laws”***). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of LESSOR's property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters

any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

25. **CASUALTY.** If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE'S Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

26. **CONDEMNATION.** If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

27. **APPLICABLE LAWS.** During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "**Laws**"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

28. **TAXES.**

(a) LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax), if any, imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges, if any, that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.

(b) LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document; provided, however, that, so long as LESSOR is the City of Lansing and is either the taxing authority or the recipient of any such taxes, LESSOR shall have no obligation to cooperate with any appeal or challenge. In the event that as a result of any appeal or challenge by LESSEE, there

is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this Paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

29. **NON-DISCLOSURE.** Intentionally omitted

30. **MOST FAVORED LESSEE.** LESSOR represents and warrants that the rent payable by LESSEE by LESSOR hereunder is not now greater than the rent for substantially the same or similar tenancies or licenses granted by LESSOR to other parties providing telecommunications services or constructing or operating towers. If, at any time during the Term, LESSOR shall offer more favorable rent for substantially the same or similar tenancies or licenses as those granted hereunder, then LESSOR shall, within 30 days after the effective date of such offering, notify LESSEE of such fact and offer LESSEE the more favorable rent. If LESSEE chooses, the parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR's compliance with this requirement shall be subject, at LESSEE's option, to independent verification.

31. **MISCELLANEOUS.** This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such Party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

[Signature page follows. The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

THE CITY OF LANSING, a Michigan municipal corporation

By: _____

Its: _____

Date: _____, 2018

LESSEE:

NEW PAR d/b/a Verizon Wireless

By: Verizon Wireless (VAW), LLC,
its Managing General Partner

By: _____

Its: _____

Date: _____, 2018

EXHIBIT "A"
DESCRIPTION OF PROPERTY

Legal Description of Overall Parcel

Land situated in the City of Lansing, County of Ingham, State of Michigan, described as follows:

Parcel 1:

The South 533 feet of the East 500 feet of the West 67.57 acres, lying South of Cedar River, West of the East 70 acres in the Southwest 1/4 of Section 23, Town 4 North, Range 2 West, more specifically described as beginning at a point on the South line of Section 23, South 89°55' East 947.2 feet from the Southwest corner of said Section 23, Town 4 North, Range 2 West, Lansing Township, Ingham County, Michigan, thence due North 533 feet, thence South 89°55' East 500 feet, thence due South 533 feet to the South line of Section 23, thence North 89°55' West 500 feet to the place of beginning.

Parcel 2:

That part of the Southwest 1/4 of Section 23, Township 4 North, Range 2 West, City of Lansing, Ingham County, Michigan, beginning on the South Section Line at a point South 89°55' East 75.0 feet from the Southwest corner of said Section 23, thence along the East right of way line of Aurelius Road the following three courses; North 0°03'36" West 598.91 feet parallel with the West Section line to a point of curvature, thence Northeasterly 584.29 feet along the arc of a 2789.79 foot radius curve to the right whose chord bears North 5°56'30" East 583.22 feet to a point of tangency, thence North 11°56'30" East 426.28 feet to a point on the South bank of the Red Cedar River, said point being 47 feet from the water's edge, thence meandering said South bank the following six courses; North 71°57'30" East 164.99 feet, thence North 61°30'30" East 235.94 feet, thence North 51°48' East 376.07 feet, thence North 48°13'50" East 468.98 feet, thence North 37°46'40" East 185.31 feet, thence North 8°49' East 196.68 feet to the South line of the Grand Trunk Western Railroad right of way, said line being 50 feet South of the centerline of the West bound main, thence along said right of way line North 89°43'37" East 104.07 feet, thence along the West line of Supervisor's Plat of Fidelity Farms, as recorded in Liber 15 of Plats on Page 7, Ingham County Records, and it's Northerly projection South 2115.05 feet, thence North 89°55' West 500.0 feet parallel with the South Section line, thence parallel with the West line of said Plat South 533.0 feet to the South Section line, thence North 89°55' West 905.25 feet to the point of beginning; also that land lying between the above described meander line and the centerline of the Red Cedar River, South of the Grand Trunk Western Railroad right of way and East of the East right of way of Aurelius Road.

Parcel 3:

All that part of the West half (1/2) of Section Twenty-Three (23) of Township 4 North, Range 2 West, Ingham County, Michigan lying South of the Grand Trunk Railway right of way, and North and West of the Cedar River.

Parcel 4:

The following described premises situated in the City of Lansing County of Ingham and State of Michigan, to wit: Lots 29, 39, North 330 feet Lot 34 and North 726 feet of Private Road "A", Supervisor's Plat of Fidelity Farms, located on parts of the Southwest 1/4 of Southeast 1/4 and Southeast 1/4 of Southwest 1/4 of Section 23, Township 4 North, Range 2 West, City of Lansing, Ingham County, Michigan, according to the recorded plat of thereof.

Parcel 5:

The North 330 feet of Lot 36, Supervisor's Plat of Fidelity Farms, City of Lansing, Ingham County, Michigan.

Parcel 6:

The North 330 feet of Lot 37, Supervisor's Plat of Fidelity Farms, City of Lansing, Ingham County, Michigan.

Parcel 7:

The South 1551 feet of the North 1584 feet of the East 70 acres of the Southwest 1/4, Section 23, Town 4 North, Range 2 West, City of Lansing, Ingham County, Michigan.

Parcel 8:

The North 180.0 feet of Lot No. 33 of Supervisor's Plat of Fidelity Farms according to the recorded plat thereof.

Legal Descriptions of Premises and Easement

Commencing at the South 1/4 corner of Section 23, T4N, R3W, City of Lansing, Ingham County, Michigan; thence N 89°59'28" E, 371.70 feet along the south line of said Section 23 (also being the centerline of Mount Hope Avenue, 66 feet wide); thence N 00°21'28" E, 1056.00 feet to the north line of "Supervisor's Plat of Fidelity Farms", as recorded in Liber 15 of Plats, Page 7, Ingham County Records; thence N 00°00'32" E, 140.00 feet; thence N 27°51'35" W, 80.00 feet; thence N 48°45'17" W, 107.47 feet; thence N 59°51'35" W, 485.00 feet; thence N 56°02'24" W, 200.00 feet; thence N 38°07'43" W, 125.00 feet; thence S 51°52'17" W, 15.00 feet to the POINT OF BEGINNING:

thence S 38°07'43" E, 50.00 feet;
thence S 51°52'17" W, 30.00 feet;
thence N 38°07'43" W, 50.00 feet;
thence N 51°52'17" E, 30.00 feet to the POINT OF BEGINNING;

being a part of the Southwest 1/4 of Section 23, T4N, R3W, City of Lansing, Ingham County, Michigan; containing 1,500 square feet of land, more or less;

Together with a 30 foot wide easement for ingress, egress and public utilities, the centerline of said easement is described as:

Commencing at the South 1/4 corner of Section 23, T4N, R3W, City of Lansing, Ingham County, Michigan; thence N 89°59'28" E, 371.70 feet along the south line of said Section 23 (also being the centerline of Mount Hope Avenue, 66 feet wide); thence N 00°21'28" E, 1056.00 feet to the north line of "Supervisor's Plat of Fidelity Farms", as recorded in Liber 15 of Plats, Page 7, Ingham County Records to the POINT OF BEGINNING:

thence N 00°00'32" E, 140.00 feet;
thence N 27°51'35" W, 80.00 feet;
thence N 48°45'17" W, 107.47 feet;
thence N 59°51'35" W, 485.00 feet;
thence N 56°02'24" W, 200.00 feet;
thence N 38°07'43" W, 125.00 feet to the POINT OF ENDING;

being a part of the Southwest 1/4 of Section 23, T4N, R3W, City of Lansing, Ingham County, Michigan; except any part taken, deeded or used for public road purposes;

Together with a 10 foot wide easement for public utilities, the centerline of said easement is described as:

Commencing at the South 1/4 corner of Section 23, T4N, R3W, City of Lansing, Ingham County, Michigan; thence N 89°59'28" E, 371.70 feet along the south line of said Section 23 (also being the centerline of Mount Hope Avenue, 66 feet wide); thence N 00°21'28" E, 1056.00 feet to the north line of "Supervisor's Plat of Fidelity Farms", as recorded in Liber 15 of Plats, Page 7, Ingham County Records; thence S 89°59'28" W, 20.00 feet to the POINT OF BEGINNING:

thence N 00°00'32" E, 125.00 feet;
thence N 26°22'12" W, 86.65 feet;
thence N 48°45'17" W, 95.00 feet;
thence N 59°51'35" W, 483.72 feet;
thence N 56°02'24" W, 203.82 feet;
thence N 38°07'43" W, 78.15 feet to the POINT OF ENDING;

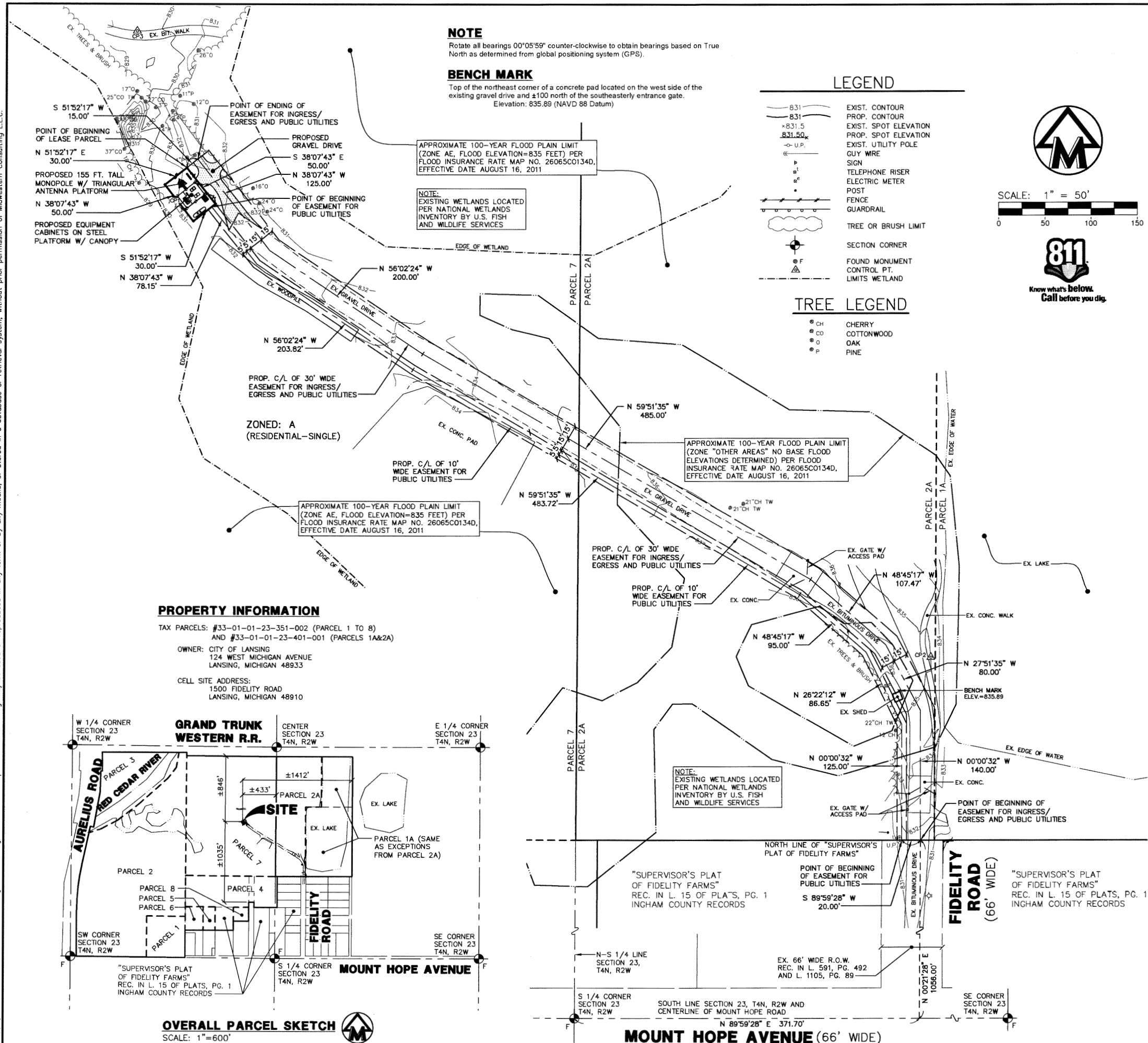
being a part of the Southwest 1/4 of Section 23, T4N, R3W, City of Lansing, Ingham County, Michigan; except any part taken, deeded or used for public road purposes.

SITE NAME: Mt. Hope & M-99
SITE NUMBER: MI-0474
ATTY/DATE 12-21-17

EXHIBIT "B"
SITE PLAN OF THE PREMISES

Please see attached.

R:\94044\7\ACAD\DWG\94044-474-SP1.dwg, 1/11/2017 5:08 PM, Gregory S. Fisher, None
Copyright © 2016 Midwestern Consulting L.L.C. All rights reserved. No part of this drawing may be used or reproduced in any form or by any means, or stored in a database or retrieval system, without prior permission of Midwestern Consulting L.L.C.



VICINITY SKETCH
SCALE: 1"=2000'

LOCATION
LONGITUDE 84° 30' 54.2"
LATITUDE 42° 43' 00.0"
GROUND ELEV. @ TOWER BASE = 831.25

LEGAL DESCRIPTION OF LEASE PARCEL
Commencing at the South 1/4 corner of Section 23, T4N, R2W, City of Lansing, Ingham County, Michigan; thence N 89°59'28" E 371.70 feet along the south line of said Section 23 (also being the centerline of Mount Hope Avenue, 66 feet wide); thence N 00°21'28" E 1056.00 feet to the north line of "Supervisor's Plat of Fidelity Farms" as recorded in Liber 15 of Plats, Page 7, Ingham County Records; thence N 00°00'32" W 140.00 feet; thence N 27°51'35" W 80.00 feet; thence N 48°45'17" W 107.47 feet; thence N 59°51'35" W 485.00 feet; thence N 56°02'24" W 200.00 feet; thence N 38°07'43" W 125.00 feet; thence S 51°52'17" W 15.00 feet to the POINT OF BEGINNING;

thence S 38°07'43" E 50.00 feet;
thence S 51°52'17" W 30.00 feet;
thence N 38°07'43" W 50.00 feet;
thence N 51°52'17" E 30.00 feet to the POINT OF ENDING; being a part of the Southwest 1/4 of Section 23, T4N, R2W, City of Lansing, Ingham County, Michigan; containing 1,500 square feet; subject to easements and restrictions of record, if any;

Together with a 30 foot wide easement for ingress, egress and public utilities, the centerline of said easement is described as follows:

Commencing at the South 1/4 corner of Section 23, T4N, R2W, City of Lansing, Ingham County, Michigan; thence N 89°59'28" E 371.70 feet along the south line of said Section 23 (also being the centerline of Mount Hope Avenue, 66 feet wide); thence N 00°21'28" E 1056.00 feet to the north line of "Supervisor's Plat of Fidelity Farms" as recorded in Liber 15 of Plats, Page 7, Ingham County Records and the POINT OF BEGINNING:

thence N 00°00'32" W 140.00 feet;
thence N 27°51'35" W 80.00 feet;
thence N 48°45'17" W 107.47 feet;
thence N 59°51'35" W 485.00 feet;
thence N 56°02'24" W 200.00 feet;
thence N 38°07'43" W 125.00 feet to the POINT OF ENDING; being a part of the South 1/2 of Section 23, T4N, R2W, City of Lansing, Ingham County, Michigan; except any part taken, dedeed or used for public road purposes; and subject to easements and restrictions of record, if any;

And together with a 10 foot wide easement for public utilities, the centerline of said easement is described as follows:

Commencing at the South 1/4 corner of Section 23, T4N, R2W, City of Lansing, Ingham County, Michigan; thence N 89°59'28" E 371.70 feet along the south line of said Section 23 (also being the centerline of Mount Hope Avenue, 66 feet wide); thence N 00°21'28" E 1056.00 feet to the north line of "Supervisor's Plat of Fidelity Farms" as recorded in Liber 15 of Plats, Page 7, Ingham County Records; thence S 89°59'28" W 20.00 feet along the north line of said "Supervisor's Plat of Fidelity Farms" to the POINT OF BEGINNING:

thence N 00°00'32" E 125.00 feet;
thence N 26°22'12" W 86.65 feet;
thence N 48°45'17" W 95.00 feet;
thence N 59°51'35" W 483.72 feet;
thence N 56°02'24" W 203.82 feet;
thence N 38°07'43" W 78.15 feet to the POINT OF ENDING; being a part of the South 1/2 of Section 23, T4N, R2W, City of Lansing, Ingham County, Michigan; except any part taken, dedeed or used for public road purposes; and subject to easements and restrictions of record, if any.

PREPARED BY:
MIDWESTERN CONSULTING, L.L.C.

SCOTT G. FISHER P.E. #58473

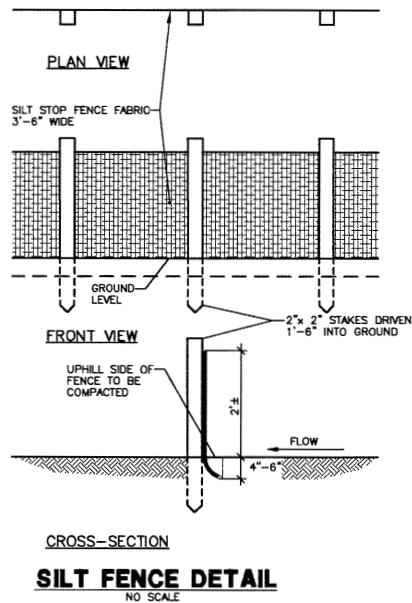
verizon
SITE #474 - "MT. HOPE M99"
CITY OF LANSING, INGHAM COUNTY, MICHIGAN
SITE SURVEY, GENERAL INFORMATION

1

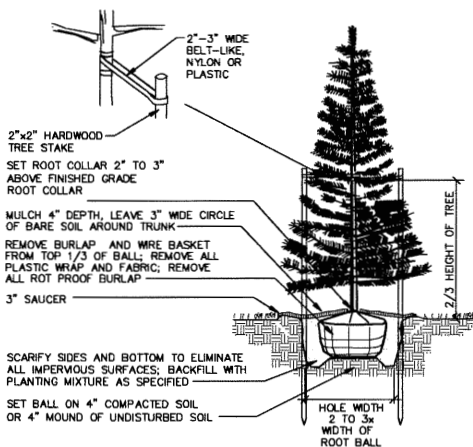
JOB No. **94044-474**
DATE 1/29/16
SHEET 1 OF 3
REV. DATE 2/19/15
1. REV. PER TITLE COMMITMENT
2. CHANGE EQUIP. LAYOUT AND POLE HT.
CADD TSS, GLS
ENG. SSF
P.W. JMF
TECH. GLS
94044-474-SPT
158522

GENERAL NOTES:

- All site work construction shall be in accordance with the current standards and specifications of the City of Lansing, where applicable.
- The proposed equipment cabinets are to be computerized, unmanned, telephone exchange structures. No water service, sanitary facilities or gas service is needed. Telephone and electrical services will be from an existing utility pole or line adjacent to the site.
- The proposed equipment cabinets are to have security systems monitored 24 hours per day. The cabinets will also be constructed with bullet resistant materials.
- There are six, low wattage (10W), LED lights proposed as part of this project. The lights are to be mounted under the canopy to the support posts. Lights shall be connected to a technician operated on/off switch with a timer with a two-hour maximum lit duration.
- There are no signs proposed for this project except for:
 - Emergency contact information purposes and FCC "call" sign placed on equipment cabinet door;
 - FCC registration number located on fence gate.
- The cellular antenna and equipment cabinets will be approved by the Federal Communications Commission (FCC) and will not impact any frequency sensitive devices whatsoever. Buyer warrants no adverse radio interference with adjacent land uses.
- There are no toxic materials used by Lessee on the site. Lessee has no need for outdoor storage or garbage disposal and pick-up.
- Maintenance personnel using van type service vehicles enter and exit the site approximately 2 to 4 times per month. No loading or unloading area is needed by them.
- All areas disturbed by the construction of the tower and cabinets and driveway shall be restored in kind. Contractor is to provide soil erosion control measures as needed or as directed by owner or government agency having jurisdiction.
- All areas inside of and to 1'-0" outside of the fenced area shall be covered with 3" of crushed limestone placed over "Typar" landscape fabric.
- Ingress and egress by Lessee's personnel to the site shall be via an existing/proposed gravel drive and an existing paved drive from Fidelity Road.
- The proposed drive shall consist of 3" of MDOT Class 23A crushed limestone aggregate over 10" of 1"x3" crushed concrete or slag over compacted subgrade. The subgrade shall be stripped free of all topsoil and organic material prior to placing aggregate base. Where poor subgrade soils are encountered, a woven geotextile fabric (Mirafi 500X or approved equal) shall be placed so that it is a minimum of 2 ft. wider and longer than the drive which is to be constructed over the poor soils.
- This site plan is based on the survey of the existing conditions conducted by Midwestern Consulting, LLC on 10-02-2015.

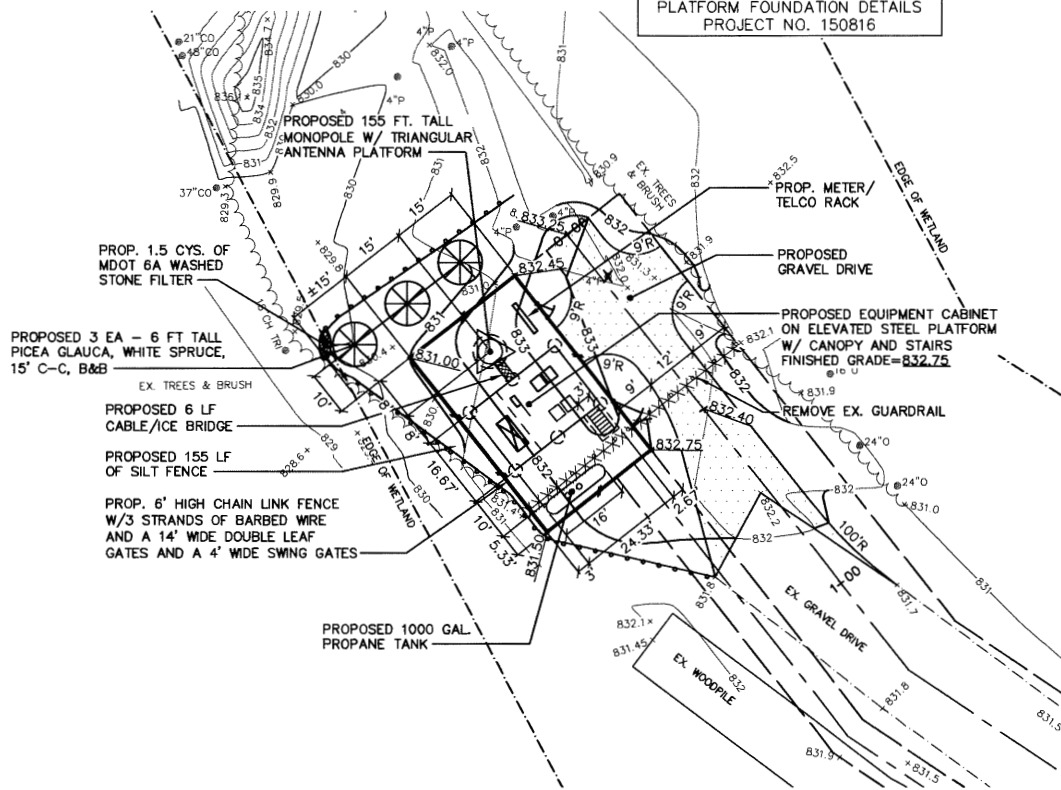


NOTE: REMOVE STAKING/GUING MATERIAL AFTER ONE YEAR.



SEE PLANS PREPARED BY NSA ARCHITECTS FOR PROPOSED PLATFORM AND CANOPY INSTALLATION AND STRUCTURAL DETAILS PROJECT NO. 216073

SEE PLANS PREPARED BY G2 CONSULTING GROUP FOR PROPOSED PLATFORM FOUNDATION DETAILS PROJECT NO. 150816



SCALE: 1" = 20'



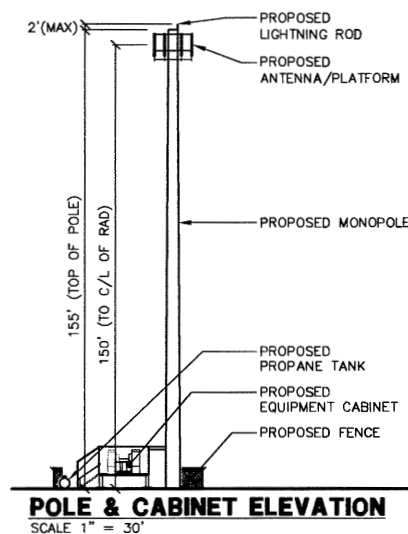
Know what's below.
Call before you dig.

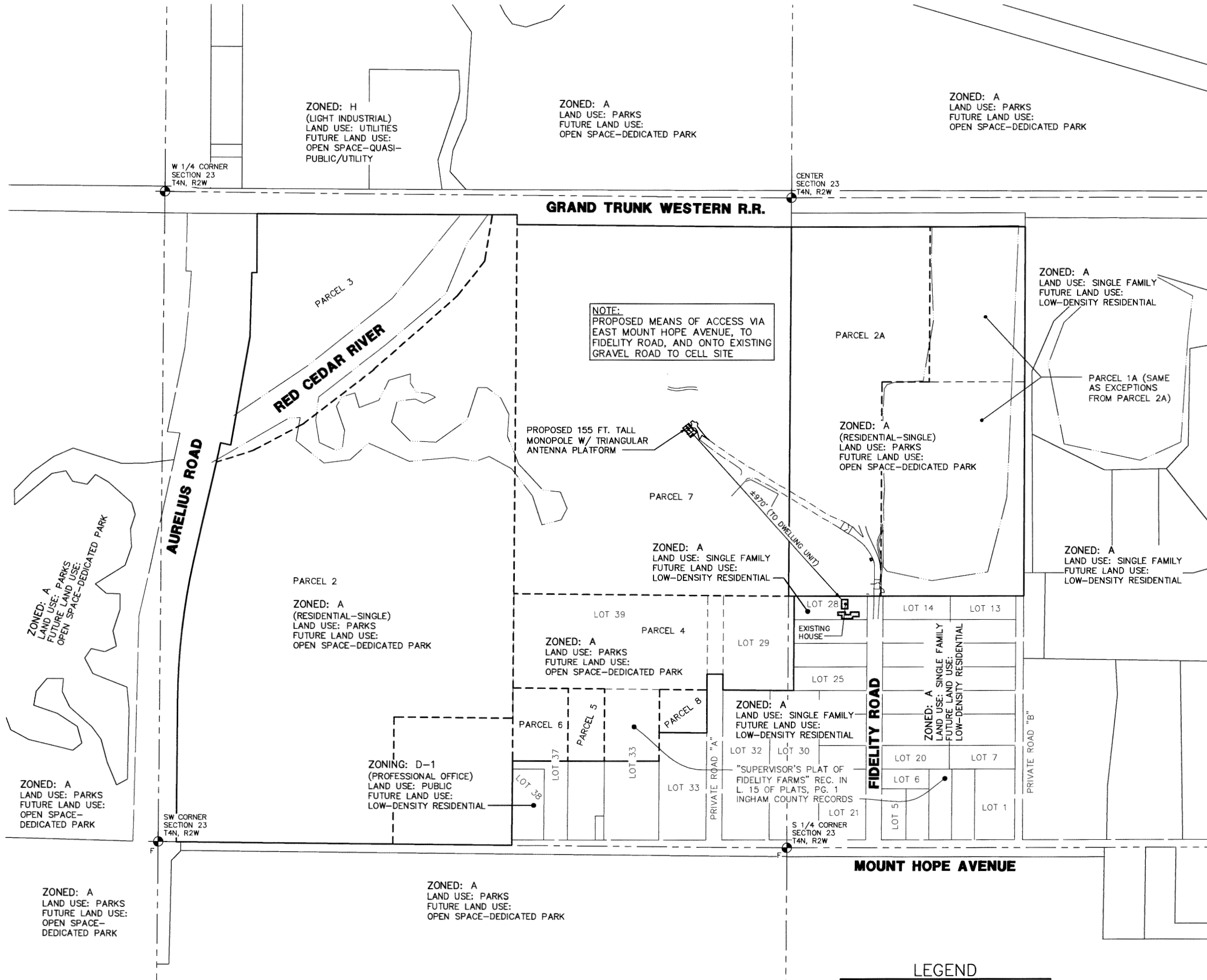
LEGEND

831	EXIST. CONTOUR
831	PROP. CONTOUR
x831.5	EXIST. SPOT ELEVATION
831.50x	PROP. SPOT ELEVATION
-o- U.P.	EXIST. UTILITY POLE
---	GUY WIRE
+	SIGN
+	TELEPHONE RISER
+	ELECTRIC METER
+	POST
---	FENCE
---	GUARDRAIL
---	TREE OR BRUSH LIMIT
+	SECTION CORNER
+	FOUND MONUMENT
+	CONTROL PT.
---	LIMITS WETLAND

TREE LEGEND

CH	CHERRY
CO	COTTONWOOD
OK	OAK
PI	PINE





SCALE: 1" = 200'



LEGAL DESCRIPTION OF OVERALL PARCELS

(Taken from Title Commitment)

Land situated in the City of Lansing, County of Ingham, State of Michigan, described as follows:

Tax Parcel #33-01-01-23-351-002

Parcel 1:
The South 533 feet of the East 500 feet of the West 67.57 acres, lying South of Cedar River, West of the East 70 acres in the Southwest 1/4 of Section 23, Town 4 North, Range 2 West, more specifically described as beginning at a point on the South line of Section 23, South 89°55' East 947.2 feet from the Southwest corner of said Section 23, Town 4 North, Range 2 West, Lansing Township, Ingham County, Michigan, thence due North 533 feet, thence South 89°55' East 500 feet, thence due South 533 feet to the South line of Section 23, thence North 89°55' West 500 feet to the place of beginning.

Parcel 2:
That part of the Southwest 1/4 of Section 23, Township 4 North, Range 2 West, City of Lansing, Ingham County, Michigan, beginning on the South Section Line at a point South 89°55' East 75.0 feet from the Southwest corner of said Section 23, thence along the East right of way line of Aurelius Road the following three courses; North 0°03'36" West 598.91 feet parallel with the West Section line to a point of curvature, thence Northeastly 584.29 feet along the arc of a 2769.79 foot radius curve to the right whose chord bears North 5°56'30" East 583.22 feet to a point of tangency, thence North 11°56'30" East 426.28 feet to a point on the South bank of the Red Cedar River, said point being 47 feet from the water's edge, thence meandering said South bank the following six courses; North 71°57'30" East 164.99 feet, thence North 61°30'30" East 235.94 feet, thence North 51°48' East 376.07 feet, thence North 48°13'50" East 468.98 feet, thence North 37°46'40" East 185.31 feet, thence North 8°49' East 196.68 feet to the South line of the Grand Trunk Western Railroad right of way, said line being 50 feet South of the centerline of the West bound main, thence along said right of way line North 89°43'37" East 104.07 feet, thence along the West line of Supervisor's Plat of Fidelity Farms, as recorded in Liber 15 of Plats on Page 7, Ingham County Records, and it's Northerly projection South 2115.05 feet, thence North 89°55' West 500.0 feet parallel with the South Section line, thence parallel with the West line of said Plat South 533.0 feet to the South Section line, thence North 89°55' West 905.25 feet to the point of beginning; also that land lying between the above described meander line and the centerline of the Red Cedar River, South of the Grand Trunk Western Railroad right of way and East of the East right of way of Aurelius Road.

Parcel 3:
All that part of the West half (1/2) of Section Twenty-Three (23) of Township 4 North, Range 2 West, Ingham County, Michigan lying South of the Grand Trunk Railway right of way, and North and West of the Cedar River.

Parcel 4:
The following described premises situated in the City of Lansing County of Ingham and State of Michigan, to wit: Lots 29, 39, North 330 feet Lot 34 and North 725 feet of Private Road "A", Supervisor's Plat of Fidelity Farms, located on parts of the Southwest 1/4 of Southeast 1/4 and Southeast 1/4 of Southwest 1/4 of Section 23, Township 4 North, Range 2 West, City of Lansing, Ingham County, Michigan, according to the recorded plat of thereof.

Parcel 5:
The North 330 feet of Lot 36, Supervisor's Plat of Fidelity Farms, City of Lansing, Ingham County, Michigan.

Parcel 6:
The North 330 feet of Lot 37, Supervisor's Plat of Fidelity Farms, City of Lansing, Ingham County, Michigan.

Parcel 7:
The South 1551 feet of the North 1584 feet of the East 70 acres of the Southwest 1/4, Section 23, Town 4 North, Range 2 West, City of Lansing, Ingham County, Michigan.

Parcel 8:
The North 180.0 feet of Lot No. 33 of Supervisor's Plat of Fidelity Farms according to the recorded plat thereof.

Tax Parcel #33-01-01-23-401-001

Parcel 1A:
A parcel of land in the Southeast 1/4 of Section 23, Town 4 North, Range 2 West, City of Lansing, Ingham County, Michigan, described as: Beginning at a point which is North 89°38' East along the south line of said Section 23 a distance of 987.8 feet and North 00°04' West along the east line of "Supervisor's Plat of Fidelity Farms" as recorded in Liber 15 of Plats, Page 7, Ingham County Records, a distance of 1056.0 feet to the Northeast corner of said Supervisor's Plat of Fidelity Farms from the South 1/4 corner of said Section 23; thence North 00°04' West a distance of 1551 feet; thence South 89°38' West a distance of 400 feet; thence South 00°04' East a distance of 651 feet; thence South 89°38' West a distance of 200 feet; thence South 00°04' East a distance of 900 feet to the north line of said Plat; thence North 89°38' East a distance of 600 feet to the point of beginning.

Parcel 2A:
The South 1551 feet of the North 1584 feet of the West 60 acres of the Southeast 1/4, except the East 440 feet of the North 651 feet and the East 600 feet of the South 900 feet Section 23, Town 4 North, Range 2 West, City of Lansing, Ingham County, Michigan.

LEGEND

SECTION CORNER
FOUND MONUMENT
CONTROL PT.

MIDWESTERN
CONSULTING

3815 Plaza Drive Ann Arbor, Michigan 48108
(734) 995-0200 • www.midwesternconsulting.com
Land Development • Land Survey • Institutional • Municipal
Wireless Communications • Transportation • Landfill Services



APPLICANT/LESSEE:
NEW PAR, A DELAWARE PARTNERSHIP
dbs VERIZON WIRELESS
24242 NORTHWESTERN HIGHWAY
SOUTHFIELD, MICHIGAN 48075
PHONE: (248) 915-3000

verizon
SITE #474 - "MT. HOPE M99"
CITY OF LANSING, INGHAM COUNTY, MICHIGAN
OVERALL LAND USE AND ZONING PLAN

3

JOB No.	94044-474	DATE	1/25/16	SHEET	3 OF 3
REVISION:	REV. DATE	CADD: TES, GLS	1/13/17	ENG: JAF	
1. REVISION: TITLE COMMITMENT		PH: JAF		TECH: GLS	
2. CHANGE: MONUMENT HEIGHT		94044-474-SP1		1/25/2016	

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

CONFIRMATION OF SNOW AND ICE REMOVAL ASSESSMENT ROLL WINTER
2017-18

WHEREAS, pursuant to resolution XXXXXX, adopted by this Council, the City Council held a public hearing on June 11, 2018, regarding Assessment Roll XXXXXX, for the removal of snow and ice on public sidewalks adjacent to certain properties; and

WHEREAS, the cost incurred between November 1, 2017 and April 1, 2018, by the City totals \$XX,XXX.00; and

WHEREAS, the Committee on Public Services met on June 19, 2018 to review the public hearing findings and removed several properties from the assessment roll; and

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

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

<u>PARCEL ID</u>	<u>SITE ADDRESS</u>	<u>COST</u>
33010122205261	1000 BENSCH ST	\$149.00
33010122206001	1001 BENSCH ST	\$219.00
33010108336121	1021 HAPEMAN ST	\$219.00
33010122205202	1022 BENSCH ST	\$149.00
33010122133102	1030 S HOLMES ST	\$499.00
33010122226212	1041 LATHROP ST	\$149.00
33010127177001	1102 PACIFIC AVE	\$219.00
33010122254181	1110 LATHROP ST	\$149.00
33010129252111	1112 KELSEY AVE	\$219.00
33010122253041	1113 DAKIN ST	\$219.00
33010122252171	1118 DAKIN ST	\$219.00
33010129208101	1124 GORDON AVE	\$149.00
33010122254142	1128 LATHROP ST	\$149.00
33010122276061	1133 LATHROP ST	\$219.00
33010122278141	1134 REGENT ST	\$149.00
33010122252101	1143 BENSCH ST	\$219.00

33010121258050	1145 S GRAND AVE	\$149.00
33010122283001	1201 LESLIE ST	\$149.00
33010110181241	1217 E CESAR E. CHAVEZ AVE	\$149.00
33010122129071	1219 CLIMAX ST	\$149.00
33010122129211	1222 E MALCOLM X ST	\$149.00
33010122129181	1230 E MALCOLM X ST	\$149.00
33010122129151	1249 CLIMAX ST	\$219.00
33010110183161	1251 E CESAR E. CHAVEZ AVE	\$149.00
33010108256151	1315 N M L KING JR BLVD	\$149.00
33010129251181	1325 WOODBINE AVE	\$149.00
33010115404211	1332 EUREKA ST	\$149.00
33010115404211	1332.5 EUREKA ST	\$149.00
33010108256181	1333 N M L KING JR BLVD	\$149.00
33010108256191	1335 N M L KING JR BLVD	\$149.00
33010129251061	1404 KELSEY AVE	\$149.00
33010129251051	1408 KELSEY AVE	\$149.00
33010129207211	1411 POXSON AVE	\$149.00
33010129207211	1411 POXSON AVE	\$219.00
33010129126121	1501 W MT HOPE AVE	\$359.00
33010108206371	1523 N M L KING JR BLVD	\$149.00
33010120328161	1535 WELLINGTON RD	\$219.00
33010129129191	1617 COOPER AVE	\$149.00
33010121379121	1712 TODD AVE	\$149.00
33010109231103	1904 N LARCH ST	\$219.00
33010129202011	1905 MARION AVE	\$149.00
33010129160121	1906 HOLLY WAY	\$149.00
33010129104121	1920 GORDON AVE	\$149.00
33010108352111	2010 OLD OAKLAND AVE	\$219.00
33010108352101	2016 OLD OAKLAND AVE	\$219.00
33010132152111	2116 MARY AVE	\$149.00
33010111352341	2120 E GRAND RIVER AVE	\$359.00
33010132152101	2122 MARY AVE	\$149.00
33010121258055	213 E SOUTH ST	\$149.00
33010116452013	220 E KALAMAZOO ST	\$289.00
33010130480072	2200 W HOLMES RD	\$219.00
33010129209151	2300 MARION AVE	\$219.00
33010127158001	2401 LYONS AVE	\$219.00
33010129251121	2412 MARION AVE	\$149.00
33010129251121	2412 MARION AVE	\$149.00
33010129155161	2506 BOSTON BLVD	\$149.00
33010129159111	2800 CHATHAM RD	\$219.00
33010128433002	2901 S CEDAR ST	\$219.00
33010109404031	308 E CESAR E. CHAVEZ AVE	\$149.00
33010115254021	308 RUMSEY AVE	\$149.00
33010129477083	3232 S WASHINGTON AVE	\$219.00

33010104455082	325 MOSELY AVE	\$219.00
33010130379031	3318 LAWDOR RD	\$219.00
33010130379031	3324 LAWDOR RD	\$219.00
33010128181001	339 KENSINGTON RD	\$289.00
33010133101323	3422 LOWCROFT AVE	\$149.00
33010133101311	3424 LOWCROFT AVE	\$219.00
33010133102061	3437 LOWCROFT AVE	\$149.00
33010131307361	3621 RONALD ST	\$219.00
33010133152061	3813 LOWCROFT AVE	\$219.00
33010121429076	408 BAKER ST	\$219.00
33010115377151	408 S HOLMES ST	\$149.00
33010115379161	504 S HOLMES ST	\$219.00
33010115481181	518 ALLEN ST	\$219.00
33010128287096	528 LINCOLN AVE	\$149.00
33010128352241	532 W HOLMES RD	\$219.00
33010121431001	600 BAKER ST	\$149.00
33010128434001	600 DENVER AVE	\$219.00
33010503352463	6030 S PENNSYLVANIA AVE	\$499.00
33010121431130	606 BAKER ST	\$149.00
33010121431125	608 BAKER ST	\$149.00
33010121431120	610 BAKER ST	\$149.00
33010121431120	610 BAKER ST	\$149.00
33010504353051	610 W MILLER RD	\$359.00
33010133479141	636 KENDON DR	\$219.00
33010109383011	726 N SEYMOUR AVE	\$149.00
33010109383001	732 N SEYMOUR AVE	\$219.00
33010109379121	805 N SEYMOUR AVE	\$219.00
33010108352141	813 DURANT ST	\$149.00
33010108479311	815 DALEFORD AVE	\$149.00
33010129477082	930 W HOLMES RD	\$289.00
33010121277070	BEECH ST	\$149.00
33010122252122	DAKIN ST	\$149.00
33010122253022	DAKIN ST	\$149.00
33010121258085	E SOUTH ST	\$149.00
		\$18,285.00

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

SNOW AND ICE REMOVAL ASSESSMENT ROLL WINTER 2017-18

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

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

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

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

WHEREAS, those costs incurred between November 1, 2017 and April 1, 2018, by the City total \$18,285.00.

NOW, THEREFORE, BE IT RESOLVED the Lansing City Council will hold a public hearing on Monday, June 11, 2018 at 7:00 PM, in the Council Chambers, to review, prior to confirmation, said assessment roll; and

BE IT FURTHER RESOLVED, that the City Clerk is hereby requested to give due notice of this public hearing as provided by Chapter 1026, Section 1026.06(c), of the Code of Ordinances by giving notice of hearings in special assessment proceedings to each owner of, or party in interest in, property to be assessed, whose name appears upon the last local tax assessment records, by first class mail addressed to such owner or party at the address shown on the tax records, at least ten days before the date of such hearing. Said notices shall include the time and place of the hearing; a description of the properties determined by the Director of Public Service to have violated Chapter 1020.06 which are contained in the special assessment roll; where the special assessment roll is on file with the City Clerk and may be examined at the City Clerk's office;

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

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

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor
FROM: Stephanie Robinson CPPB, Senior Buyer
DATE: April 6, 2018
SUBJECT: Sole Source Purchase – NC4 Public Sector LLC

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: NC4 Public Sector LLC
Item Purchased: NC4 Street Smart Software Real Time Software

Dollar Amount: \$330,228.70 estimated

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**

124 W. Michigan Ave
Lansing, MI 48933
(517) 483-4128

TO: NC4 PUBLIC SECTOR LLC
100 NO SEPULVEDA BLVD STE 200
EL SEGUNDO, CA 90245

PURCHASE ORDER

P.O. NUMBER	P085484
DATE	04/06/18
VENDOR I.D.	V010445
DELIVERY DATE	
FOB	Destination
REQUISITION NO	PR013737
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.	

PHONE# (310) 606-4309 FAX# (310) 606-4309

Page 1 of 1

DELIVER ITEMS TO:

LANSING POLICE - ADMINISTRATIVE SUPPORT
120 W MICHIGAN AVENUE 4TH FLOOR
LANSING, MI 48933

SEND INVOICE TO:

LANSING POLICE - ADMINISTRATIVE SUP
120 W MICHIGAN AVENUE 4TH FLOOR
LANSING, MI 48933

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	BASLINE NC4 STREET SMART SOFTWARE SETUP & CONNECTION TO 1 FEED.	1	EA	33,000.00	33,000.00
002	NC4 STREET SMART SOFTWARE LICENSE (ONE-TIME)	1	EA	112,280.00	112,280.00
003	YEAR 1 THRU YEAR 3 MAINTENANCE & SUPPORT	3	EA	29,192.67	87,578.01
004	YEAR 1 THRU YEAR 3 MANAGED SERVICES	1	EA	88,897.50	88,897.50
				TAX	0.00
THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:				TOTAL	321,755.51

1. Goods other than those specified on this order must not be substituted or prices changed without authorization.
2. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled.

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor
Samantha Harkins, Chief of Staff

FROM: Stephanie Robinson CPPB, Senior Buyer

DATE: Feb. 13, 2018

SUBJECT: Sole Source – NC4 Public Sector

The Lansing Police Department requests that NC4 Public Sector of El Segundo, CA, be designated as a sole source vendor for NC4 Street Smart Software, real time crime analysis/response tool.

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 NC4 Public Sector in the amount of \$ 330,228.70 per the request of the Lansing Police Department.

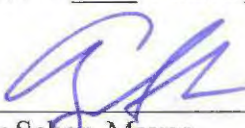
Attachment

SLR

Date

2-21-18

Approved ☒ Denied ☐


Andy Schor, Mayor

Chief said there are updated
computers & equipment for cars.
He said there are only 2
vendors who do this, and this
one is ^{by} far ~~best~~ the
best
STH



Andy Schor, Mayor

Lansing Police Department

120 West Michigan Avenue
Lansing, MI 48933
Phone: (517) 483-4600
Fax: (517) 483-6003



Mike Yankowski, Chief

To: Stephanie Robinson, Purchasing Department, Senior Buyer
From: Mike Yankowski, Chief of Police
Subject: Sole Source Request-NC4 Street Smart™
Date: February 10, 2018

The Lansing Police Department has identified NC4 Street Smart™ as a comprehensive information sharing and real time crime analysis/response tool designed for effective communication and response by all levels within the department. The program is designed to increase criminal information sharing between officers working the same districts and across shifts with the idea that current intelligence will increase the department's ability to find successful conclusions faster. The program has a price of \$330,228.70. A breakdown of the costs is included in this Sole Source request.

When reviewing potential programs for use by the Lansing Police Department, several programs were reviewed as potential candidates. NC4 was sought after for multiple reasons to include the desired combination of real-time crime software which feeds directly to the line officer on patrol from off our existing data and surveillance cameras. It incorporates a communication component which allows all members of the department the ability to build call entries with usable information in a team oriented approach to crime fighting. Additionally, the software was selected because the price was within the acceptable amounts of the grant and, after some accompanying research, the successful results and department strategies of other agencies utilizing Street Smart™ were very much what the Lansing Police Department hopes to achieve. Similar programs researched through vendor contact, open source searches and institutional knowledge failed to meet the expectations and capabilities of the NC4 Street Smart™ program.

Some of the common issues encountered included a lack of a communication medium in the program, the duplication of software already in use, the cost of the programs, the limitation of programs only being able to analyze data and the limited or no capacity for additional data feeds.

"Capital City's Finest"



Andy Schor, Mayor

Lansing Police Department

120 West Michigan Avenue

Lansing, MI 48933

Phone: (517) 483-4600

Fax: (517) 483-6003



Mike Yankowski, Chief

It is the opinion of the Lansing Police Department that NC4 Street Smart™ has the potential to provide the real time crime response and additional technological capabilities to support the department as it moves forward in its policing efforts. Given the department's dedication to intelligence led policing strategies as well its focus on reducing crime, NC4 Street Smart™ is our choice as the right software for our officers, our analysts and our department as a whole.

Thank you for your assistance with this matter,

A handwritten signature in blue ink, appearing to read "Mike Yankowski", with the date "2-11-18" written next to it.

Mike Yankowski,
Chief of Police



Andy Schor, Mayor

Lansing Police Department

120 West Michigan Avenue

Lansing, MI 48933

Phone: (517) 483-4600

Fax: (517) 483-6003



Mike Yankowski, Chief

Real Time Crime Analysis and Response Software	
Program	Inadequacy
Motorola Crime Reports Plus	Data analysis only-designed for agency and citizen info sharing
Motorola RTCC	Cost with needed features exceeds NC4 and is not accessible by entire organization (requires dedicated staff)
Smart Force	Operates on Sharepoint platform, not web based and does not allow for integration of multiple feeds. Data fed by users not managed. Broad focus outside crime
Geoshield	Predictive policing and data analysis only
Compstat	Data analysis only
Crime View (currently in use)	Data analysis only
Pred Pol	Predictive policing and data analysis only

NC4 Street Smart Pricing Quote

ACCOUNT NAME: LANSING POLICE DEPARTMENT

License Fees

- Upfront Setup Fees \$33,000.00
 - License for Agency \$117,040.00
- TOTAL LICENSE FEES \$150,040.00**

Annual Maintenance \$30,430.00

Total Due if Self-Hosted License

- +1st Year Maintenance \$180,470.40

MANAGED SERVICES* (OPTIONAL)

- One-time Setup Fee \$29,000.00
- Annual Managed Svcs - Yr1 \$19,000.00
- Annual Managed Svcs - Yr2 \$19,950.00
- Annual Managed Svcs - Yr3 \$20,947.50
- Incremental Managed Services Fees

*36 Month Contract Required, 5% annual increase

3 YEAR TOTAL COST OF OWNERSHIP NC4 STREET SMART

- Licenses \$150,040.00
- Maintenance \$91,291.20
- Managed Services \$88,897.50

Total Fees w/ Managed Services \$330,228.70

"Capital City's Finest"



January 10, 2018

Lansing Police Department
Lt. Robert Backus
120 West Michigan Avenue
Lansing, MI 48933

Dear Lt. Backus:

NC4 is happy to provide the following information to assist you in the preparation of a Sole Source Justification for our NC4 Street Smart™ solution. The NC4 Street Smart solution is a unique and proprietary Internet-based law enforcement application designed for officers and commanders in the field. It maximizes policing effectiveness with continuous updates of crime maps, bulletins, and the ability to share all relevant information quickly and providing patrol officers a daily-use tool for logging and quickly locating crime-related information and intelligence in real-time. The typical customers are city and county law enforcement agencies.

NC4 Street Smart leverages your existing CAD and RMS system as well as other existing data sources to greatly enhance the situational awareness of the officer and dramatically improve his/her analysis capability. Essentially NC4 Street Smart, in this context, improves intelligence analysis with the ability to integrate newly acquired on-scene information with existing information sources, fusing them in near real-time for dramatically improved awareness and intelligence. This cycle of leveraging RMS and other crime/criminal information sources traditionally is done with a "home office" intelligence analyst and can take hours or days to accomplish. NC4 Street Smart enables every officer to do this, in real-time dramatically compressing the crime-to-arrest cycle.

NC4 Street Smart makes your existing information immediately available including unstructured data such as the hundreds of bulletins that typically end up buried in emails and difficult to access. Using BLOG technology, officers are able to instantly share and discuss relevant incident information (location/suspect/evidence) across divisions and precincts.

This unique approach of leveraging existing systems and their data in near real-time and making this data immediately actionable at the field level eliminates the delays associated with typical law enforcement data systems and/or the dependence on specialized intelligence analysis teams.

NC4 Street Smart is currently deployed in several law enforcement agencies and has had a demonstrably positive impact on accelerating the crime to arrest cycle, getting criminals off the street and thus reducing crime in the cities that are using it.



Because NC4 Street Smart is a totally new and innovative approach to crime fighting, enabling the officer in the patrol car via Blogs and quick access to integrated data from multiple sources, to our knowledge, there is no direct competitive commercially available product or custom implementation that matches it.

NC4 is the sole owner of NC4 Street Smart software and has not authorized any third party to deliver maintenance or edit and modify the source code. Additionally, NC4 is the sole provider of the software.

If I can be of further assistance, please do not hesitate to contact me at (314) 258-0568.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert P. Wolf". The signature is fluid and cursive, with the first name "Robert" being more prominent.

Robert Wolf
Vice-President, Public Sector

Microsoft Partner

2013 Partner of the Year Winner
Collaboration and Content

NC4 Street Smart®



Help your officers solve crimes faster with the easy-to-use tools of NC4 Street Smart™

Safer Streets! Safer Officers! Peace of Mind!

Equip your officers with the sophisticated technology and critical resources they need to fight crime with the NC4 Street Smart® solution. This state-of-the-art tool provides real-time data to keep your force up-to-speed, informed and most importantly, protected as they patrol our streets. Officer-driven to provide essential facts about incidents and crime patterns in your area, NC4 Street Smart goes above and beyond the standard CAD and RMS search by supplying up-to-the-minute data feeds, maps, blogs, bulletins and case management tools. Arm your squad with the collaborative and informative NC4 Street Smart solution that helps them protect their precincts and each other, enhancing their situational awareness and providing peace of mind to their families.

"Our information and intelligence to officers on the front lines increased by over 300% in the last year. This is undoubtedly the driving force behind a 9.8% drop in crime in 2013. NC4 Street Smart is helping us overcome the crime reduction plateaus that we faced with other forms of analysis and intel sharing. This technology is making Tampa's streets safer for our citizens and our officers!"



Chief Jane Castor (ret)
Tampa Police Department

Benefits Spotlight

NC4 Street Smart is the new standard in crime-fighting that delivers these benefits:

- Proven to reduce crime rates
- Common operating picture of structured vs. unstructured data lets officers solve crimes faster
- Purpose built to get information and intelligence to officers on the front lines
- Increases situational awareness of officers in the field
- Reduces officer workload
- Helps to make streets safer for citizens and officers, providing peace of mind
- Generates officer pride and improves morale by solving crimes faster and putting the bad guys in jail
- Further develops officers crime-fighting skills with the use of technology

Key Features

NC4 Street Smart provides real-time, responsive features such as:

- Crime-Fighting Blog
- Map Viewer
- Bulletin Management
- Case Management
- CAD Data
- Data Feeds
- Repeatable Controls

"Creating situational awareness is one of the most important benefits of the new system and software. The software is a huge benefit to our Officers in the field by not only increasing their awareness, but also helping them to connect the dots faster. Criminals won't have anywhere to hide in Bloomington."

Chief Mike Diekhoff
Bloomington Police
Department



View of the home page of the NC4 Street Smart solution.

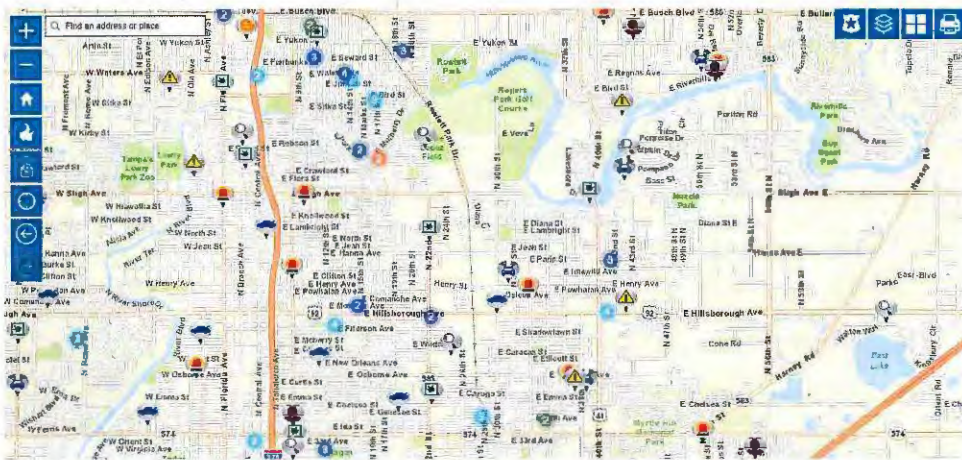
Crime-Fighting Blog

Are your officers working on a big case or facing an outbreak of similar crimes? The Crime-Fighting Blog lets them post original topics or contribute additional information to existing threads to help them collaborate and get answers. A hotbed for teamwork and critical thinking, the blog brings

information to an officer's attention instantly to increase communication and get cases solved.

Map Viewer

Tired of waiting days or weeks to piece together incidents and identify patterns? With the NC4 Street Smart Map Viewer, you know exactly where crimes and offenders are located in your area. Color-coded dots,



Map Viewer lets you instantly visualize the crime data in intuitive map-based views.



NC4 Street Smart arms police officers with critical real-time data as they patrol their streets. It allows officers to rapidly share information and to analyze data as needed to solve crimes faster.

customizable icons and time slice views let you organize and categorize information while our Esri-based map viewer leverages both commercial and organizational maps to ensure your data is 100% accurate every time. With the Map Viewer, officers can more effectively manage the goal of attacking emerging trends and crime patterns. Your officers will have the situational awareness they need to stay safe while patrolling the streets, providing peace of mind for their families and friends.

Bulletin Management

Our Bulletin Management system alerts your team to important action items and keeps tabs on offenders in your catalogue. The system houses real-time data in an easy-to-browse location where officers can immediately access facts and sort them by time and relevance. This feature allows officers to create, edit and view relevant bulletins such as:

- Crime Alert Bulletins

- Intelligence Bulletins
- Wanted Bulletins
- Officer Safety Bulletins
- External Bulletins from other agencies

Examples might be the notification of an escaped suspect, or a situation that could affect the safety of officers on patrol.

Case Management

Easily pass information from shift-to-shift and from cycle-to-cycle in real-time with this on-line notebook that provides consistency and continuity between units. From day-to-day and officer-to-officer, our Case Management system ensures that your case files are completely up-to-date until the crime is solved.

CAD Data

Our efficient CAD record system goes above and beyond traditional



NC4 Street Smart gives your officers critical data in an easy-to-use Bulletin Management System.

systems by increasing your squad's ability to:

- Evaluate records
- Determine record validity
- Qualify crimes

The confirmation of the CAD record is done through the Crime Validation Form, which also accounts for Intel and Street Check data types. We put all the information in front of your team to give officers the ability to capture important data, even if it doesn't correlate to a specific CAD record.

Optional Data Feeds

Collect, dissect and analyze the crucial data that allows your team to take action and reduce crime. Our data warehouse includes Offender/Juvenile/Home Detentions data feeds to help

officers focus a search on localized areas, saving them time and streamlining their investigation.

Not only do these records include historical crimes of all known and career offenders in the area, but you can also personalize the solution by importing feeds that are specifically relevant to your agency. This gives officers a solid foundation when starting their investigation and puts them one step ahead. Each officer is their own zone analyst, no longer needing information hierarchies.

Repeatable Controls

Now you can research various elements of a crime scene with a click of a button. Repeatable Controls bring more efficiency by utilizing the following:

Grid Controls - Select geographical areas from a set of quadrants

Persons Control - Create profiles for, or identify individuals as, suspects, witnesses, known offenders, victims or associates

Vehicle Control - Search vehicle data

Property Control - Search property data

The NC4 Street Smart solution is proving it can make a difference in fighting crime as it happens. It is proven to reduce crime and it is improving the quality of life for officers through a cooperative relationship with citizens. If an officer does better on the streets, their moral improves, their family life improves and the community receives all the advantages that NC4 Street Smart provides.

More About NC4

NC4 delivers safety and security solutions for both business and government organizations. NC4 revolutionizes how organizations and communities collect, manage, share and disseminate information to reduce cyber threats, fight crime, mitigate risks and manage incidents. NC4 also provides cyber threat sharing solutions both through secure collaboration services and recently (via Soltra Edge®), through automated, structured, and standardized (STIX/TAXII) mechanisms.

NC4 solutions are used by private sector companies involved in financial services, high-tech, insurance, manufacturing, aerospace and defense, oil and gas, pharmaceuticals and healthcare, as well as other industries. In the public sector, NC4 solutions are used by federal, state and local agencies in homeland security, emergency management and law enforcement disciplines.

To learn more about how NC4 can benefit your organization, visit www.NC4.com or call 877-624-4999 | +1-310-606-4444.

REVOLUTIONIZING
SAFETY & SECURITY

 100 N. Sepulveda Blvd.
El Segundo, CA 90245
877-624-4999 | +310-606-4444
© 2018 NC4®

**NC4 STREET SMART® SOFTWARE LICENSE
AND MANAGED SERVICES AGREEMENT**

This NC4 Street Smart® Software License and Managed Services Agreement ("*Agreement*") is entered into as of the last date of signature on the signature page of this Agreement ("*Effective Date*") by and between NC4 Public Sector LLC, a Delaware limited liability company with its principal office located at 100 N. Sepulveda Blvd., Suite 200, El Segundo, CA 90245 ("NC4"), and the following:

Customer Name: Lansing Police Department ("Customer")
Address: 120 W Michigan Ave
Lansing, Michigan 48933

RECITALS

WHEREAS, NC4 is the owner of certain computer software programs, including its NC4 Street Smart® software application ("Software"), and also provides configuration, managed hosting and other services related to the Software;

WHEREAS, the Software enables law enforcement agencies to exchange information necessary for daily law enforcement activities by providing real time data which allows police officers to pinpoint crimes, patterns, and incidents, thus allowing for, among other things, more expeditious crime fighting;

WHEREAS, the Software can be configured to provide for data from various information feed sources to meet the Customer's needs; and

WHEREAS, the Customer desires to engage NC4 to configure and provide a NC4 Street Smart Solution to meet Customer's particular needs, which Customer will then license from NC4 as further described herein.

NOW, THEREFORE, based on the foregoing premises and the promises set forth below, the Parties agree as follows:

AGREEMENT

1. Grant of License.

1.1. License Grant. Subject to the terms and conditions of this Agreement, NC4 hereby grants to Customer a limited, non-exclusive, non-transferable, non-assignable, perpetual license, without the right to grant sublicenses, to use the object code only of the Software as configured by NC4 in accordance with Sections 2 and 3 below ("Solution"). The license is limited for use by Sworn Officers to the number set forth at Schedule A. Additional license fees will apply if Customer desires to add more Sworn Officers. Civilian workers that are directly employed by Customer may also use the Solution. However, Customer will not provide any third party access to the Software or Solution without NC4's prior written consent. The license granted in this Section 1 shall also include modifications to the Solution that NC4 may make pursuant to Services that Customer purchases from NC4. Until such time that Customer has fully paid all license and other fees due NC4, the term of the license shall be temporary and subject to termination by NC4 in accordance with Section 12 of this Agreement.

1.2 Restrictions on Use. Customer shall not, and shall not permit others to, without NC4's prior written consent: (i) exceed the number of permitted Sworn Officers set forth on Schedule A; (ii)

install the Software or Solution on any server or at any site other than those designated by Customer to NC4; (iii) distribute, rent, lease, assign or transfer the Software or Solution to any third party; or (iv) modify, customize, reverse engineer, reverse assemble or reverse compile the Software or Solution or any part thereof.

1.3 Use of Third-Party Software. Customer shall not use any third party software embedded in or otherwise provided with the Solution on a stand-alone basis or in any way other than as provided with the Solution. All third party software shall be used only in connection with the Solution and for no other use, and may be further subject to third party standard end user license agreements.

1.4 Copies. Customer may make and maintain a single copy of the Solution only as needed for reasonable ordinary archival and backup or disaster recovery procedures. All copies shall be subject to the terms and conditions of this Agreement and applicable copyright law, and all proprietary rights notices contained on the original Software shall be reproduced on or in any copies. No copies of the Software or Solution shall be provided to any third party without NC4's prior written consent.

2. Initial Set Up and Configuration Services. Upon execution of this Agreement, the Parties will work together to define Customer's needs for configuring the Solution. NC4's standard initial set up includes: installation of the NC4 Street Smart Software and connection to one feed (e.g., computer aided dispatch (CAD), records management system (RMS), or offender data base), with a maximum of 24 person-hours allocated. If additional hours are required to connect to Customer's CAD, additional hours will be billed on a time-and-material basis at NC4's current professional services rates. In addition, if Customer desires additional feeds, configuration or customization, a Statement of Work will be entered into and additional fees will apply, as set forth in Section 3 below.

3. Professional Services and Statements of Work. If additional Services are requested of NC4 beyond the scope of the initial set up and configuration services set forth in Section 2 above, the Parties will enter into a mutually agreed upon Statement of Work ("SOW") identifying the Services and tasks to be performed by NC4, and set forth an estimate of the hours and corresponding fees for such Services. Unless otherwise set forth in the SOW, all Services will be provided by NC4 on a "time and material" basis at the rates identified in the SOW.

4. Maintenance and Support. Annual maintenance and support fees must be kept current in order for Customer to receive the following maintenance and support Services from NC4, as well as the Managed Services set forth in Section 5.. NC4 may, in its sole discretion, discontinue both the maintenance and support and Managed Services if maintenance and support fees are not current. In such event, Customer will be required to move the Solution to its own servers as a self-hosted Solution.

4.1 Maintenance/Upgrades. Purchase of annual maintenance entitles Customer to "point release" updates (e.g., bug fixes, defect corrections, minor enhancements) ("Updates") to the Software, as well as version upgrades which may include major enhancements ("Upgrades"), for such Updates and Upgrades that become commercially available during the then-current maintenance term. NC4 will provide such Updates or Upgrades within ninety (90) days of Customer's request, or as otherwise agreed to in writing. NC4 standard maintenance and support does not cover customizations performed by or for Customer, except for problems in NC4's base Software code. In addition, NC4 standard maintenance and support does not include knowledge transfer, data migration, or training associated with Updates or Upgrades. If such Services are desired of NC4, they can be procured at NC4's then-current professional services fees, plus travel expenses, under a mutually agreed upon SOW.

4.2 Customer Support. NC4 will provide Customer with the ability to report technical issues 24 x 7 for the Software/Solution. Response times to resolve issues are set forth at NC4's Customer Support Policy, attached hereto as Schedule B. Telephone support shall be available to not more than

three (3) named callers. NC4 support includes troubleshooting, basic usability and navigation assistance. Support shall not include installation of upgrades or modification or customization of upgrades, problems not attributable to the Software, or problems arising from Customer's actions to cause an error in the Software or Solution, which will be billed at NC4's then-current professional services rates. Customer agrees to provide NC4 access to production systems for purposes of customer support. NC4 standard support does not cover customer extensions and third party add-ons, except for problems in NC4's base Software code.

4.3 Maintenance and Support Term. Annual maintenance and support shall commence on the first to occur of: (i) date of installation of the Software/Solution, (ii) 90 days after receipt of Customer's order by NC4, or (iii) 90 days after execution of this Agreement.

4.4 Maintenance and Support Fees. NC4 will invoice Customer for the initial annual maintenance and support fees as set forth in Schedule A, and annually thereafter during the normal billing period nearest the anniversary of the initial annual maintenance and support date. Unless prepaid by Customer, any amounts stated on Schedule A for maintenance and support fees beyond the initial term, are stated for Customer's budget purposes only. NC4 reserves the right to change the maintenance and support fee at the end of the initial term or then current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email).

5. Managed Hosting Services.

5.1 Managed Services. NC4 will provide managed hosting services to Customer to host the Software/Solution licensed hereunder ("Managed Services"), as set forth at Schedule A. NC4's Managed Services provide Customer with the necessary infrastructure to support Customer's NC4 Street Smart Solution in production. NC4 will be responsible for: providing, operating, maintaining and managing the servers and network; data center security; and backups to Customer's Solution and data. NC4 will also install, operate and manage the Street Smart Solution, the hardware and operating system, and the telecommunications facility necessary for hosting Customer's NC4 Street Smart Solution. NC4's base Managed Services do not include disaster recovery or high availability, but these options are available for an additional fee.

5.2 Disk/Storage Space. Purchase of NC4's standard Managed Hosting Services provides Customer with 200G of disk space. Additional disk space may be purchased from NC4 for an additional fee.

5.3 Data Protection. Customer acknowledges and agrees that access to the Solution is provided via the Internet, and NC4 does not guarantee the Services will be uninterrupted or error-free. NC4 shall not be responsible for actions of third parties that are outside of NC4's control. Customer is responsible to ensure adequate security for its end points. Customer is also responsible for managing the security of its authentication credentials for access to the Solution, authorizing access to the Solution, and promptly removing access for individuals who are no longer allowed or require access to the Solution. NC4 will not release any Customer Data to any third party without Customer's prior written consent, except where NC4 is required to do so pursuant to a subpoena, court order, or other legal, judicial or administrative proceedings, or otherwise required by law. In such event, NC4 will first provide reasonable prior notice to Customer to allow Customer to seek a protective order or other appropriate remedy.

5.4 Service Level Agreement. NC4 will provide the Managed Services in accordance with the Service Level Agreement attached hereto as Schedule B.

5.5 Condition for Provision of Managed Services. In order for Customer to receive the Managed Services, maintenance and support fees must be kept current. If the Managed Services are discontinued, Customer will be required to move the Solution to its own servers as a self-hosted Solution.

6. Fees and Payment Terms.

6.1 Payment Terms. Fees for the Initial Term of the Agreement are set forth in Schedule A. Fees for Services for any renewal term ("Renewal Term") will be provided by NC4 to Customer prior to the expiration of the Initial Term or any Renewal Term. Customer shall pay to NC4 all fees due hereunder, as set forth in Schedule A or otherwise in writing by a SOW or similar document, within thirty (30) days of the NC4 invoice date. NC4 may charge a service fee on late payments of the lesser of 1.5% per month or the highest rate allowable under applicable law. Unless otherwise instructed by Customer in writing, NC4 shall send all invoices to the address specified at the introduction paragraph of this Agreement.

6.2 Expenses. Customer shall reimburse NC4 for reasonable travel, administrative, and out-of-pocket expenses incurred while performing services hereunder. Such expenses are not included in any estimate in a statement of work unless expressly itemized.

6.3 Cancellation or Rescheduling of Meetings or Travel by Customer. If meetings are rescheduled or cancelled by Customer after NC4 travel expenses have been incurred, Customer is responsible for penalties or other costs associated with changing or cancelling airline tickets. If services engagements are rescheduled or cancelled by Customer with less than twenty-four (24) hours' notice to NC4, Customer is responsible for payment of eight (8) consulting hours plus any incurred travel expenses.

6.4 Interest. NC4 may charge a service fee on late payments of the lesser of 2% per month or the highest rate allowable under law.

6.5 Taxes. All fees and charges set forth herein or in any statement of work are exclusive of any sales, use, excise, value-added, or similar taxes, and exclusive of any duties or fees payable on the delivery of the Solution, unless otherwise stated in writing. Any such taxes (except taxes based on NC4's income), duties, or fees shall be paid directly by Customer or reimbursed by Customer to NC4.

7. Ownership.

7.1 Solution. Customer acknowledges and agrees that it is acquiring only the right to use the Solution and underlying Software licensed under this Agreement. NC4, or its licensors as the case may be, is the owner of all right, title, and interest in and to the Software and Solution and all components and copies thereof, all modifications thereto (including derivative works based on the Solution or underlying Software application), and changes to the Solution made by NC4 pursuant to this Agreement, and all of the intellectual property rights in and to all of the foregoing. In no event shall title to all or any part of the Solution or underlying Software applications pass to Customer. Customer agrees that, as between the Parties, the Solution, all underlying Software applications, and all copies (in whole or part) shall remain the exclusive property of NC4, or its licensors as the case may be, and may not be copied or used except as expressly authorized by this Agreement. Any rights not expressly granted to Customer under this Agreement are retained by NC4.

7.2 Documentation and Training Materials. All NC4 documentation and training materials provided by NC4 hereunder, and all modifications thereto and intellectual property rights therein, shall

be the sole and exclusive property of NC4. Customer may make copies of such documentation and training materials for its reasonable and ordinary internal training purposes only. All proprietary rights notices contained on the NC4 documentation and training materials shall be reproduced on any copies. No copies of NC4 documentation or training materials shall be provided to any third party or competitor of NC4, without NC4's prior written consent.

7.3 Customer Data.

(a) Customer hereby represents and warrants to NC4 that it is the owner or licensee of all data and content contained within the Solution ("Customer Data"). Customer acknowledges and agrees that it is solely responsible and liable for the Customer Data and its use of the Customer Data, including any data obtained or entered into the Solution by a third party. Customer further acknowledges and agrees that NC4 is merely a provider of the Solution on which the Customer Data resides, is not an authoritative source of the Customer Data, and is in no way responsible or liable to Customer or any third party for the Customer Data. Therefore, Customer will use due diligence to validate the Customer Data that resides in the Solution prior to taking action on such data. If applicable, Customer shall ensure compliance with 28 CFR Part 23, and acknowledges and agrees that NC4 shall have no responsibility or liability with respect to Customer or the data being compliant with 28 CFR Part 23. Customer further represents and warrants to NC4 that the Customer Data does not violate or constitute the infringement of any patent, copyright, trademark, trade secret, right of privacy, right of publicity, moral rights, or other intellectual property right recognized by any applicable jurisdiction of any person or entity, violate the civil rights of any individual, or otherwise constitute the breach of any agreement with any other person or entity. Customer further represents and warrants that the Customer Data does not contain any illegal, threatening, harassing, libelous, false, defamatory, offensive, or other material that would violate applicable law or regulation.

(b) Customer hereby authorizes NC4 to access and use the Customer Data for the sole purpose of providing the Solution and Services hereunder. NC4 will not share the Customer Data with any third parties, subject to Section 13(f) herein, or modify any of the Customer Data without Customer's express written consent. Access to the Customer Data by NC4's authorized representatives shall be conducted in a safe, secure, and reliable manner.

8. Limited Warranty; Customer Obligations.

8.1. Software/Solution Warranties.

(a) NC4 hereby represents and warrants to Customer for a period of ninety (90) days from delivery of the Solution ("Solution Warranty Period"): (a) that the Solution provided under this Agreement will conform in all material respects as described in NC4's published documentation ("Documentation") and to Customer specifications that NC4 has agreed to in writing and incorporated into this Agreement ("Specifications"); (b) that at the time of delivery, the Solution will not contain any time bomb, trap door or other code designed to disrupt, disable, harm or otherwise impede, or to allow unauthorized access to, the operation of Customer's software, firmware, hardware or computer system; (c) that NC4 has the legal right to enter into and perform its obligations under this Agreement; (d) that any Solution provided under this Agreement will comply with all applicable laws, rules, or regulations, and that NC4 has obtained all required permits necessary to comply with such laws, rules, or regulations; and (e) that, at the time of delivery, to the best of NC4's knowledge, the Solution provided under this Agreement does not violate or in any way infringe upon the intellectual property rights of any third party. For purposes of this Agreement, "knowledge" of a business entity shall mean the actual knowledge of its executive officers and key managers. Customer must report any defects in the

Solution to NC4 in writing within the Solution Warranty Period for that particular order or Statement of Work in order to receive the warranty remedy set forth in this Section 8.1(a).

(b) Customer's sole remedy, and NC4's sole obligation, under this Software/Solution warranty shall be, at NC4's discretion, to provide a work around or correction for, or replace, any defective or nonconforming Solution so as to enable the Solution to materially conform to the Documentation and Specifications or otherwise as warranted above. If NC4 is unable to provide a work around or correction for, or replace, the Solution so that it materially conforms to the Documentation and Specifications, then NC4 will, upon Customer's written request for cancellation of the order, terminate the license and refund the license fee that was paid by Customer to NC4 for the order.

(c) NC4 shall have no obligation under this warranty if the Solution has been (i) used other than in accordance with this Agreement or the Documentation and Specifications; (ii) modified by a party other than NC4, or (iii) combined with hardware or software not identified in the Documentation or Specifications as being compatible with the Solution. If Customer provides any hardware or software that is incorporated into the Solution, Customer agrees that it will use all reasonable efforts to ensure that such hardware or software is free from defects, and NC4 shall not be responsible for any such defects discovered and shown to be the proximate cause of any damage or loss to the Solution or Customer's data.

(d) THE REMEDIES SET FORTH IN THIS SECTION 8.1 ARE THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THE WARRANTIES GIVEN BY NC4 UNDER THIS SECTION 8.1. NC4 AND ITS SUPPLIERS MAKE NO WARRANTIES OR CONDITIONS TO ANY PERSON OR ENTITY WITH RESPECT TO THE SOFTWARE OR SOLUTION (OTHER THAN THOSE SET FORTH IN THIS SECTION 8.1 OR ANY DERIVATIVES THEREOF AND DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFORMATIONAL CONTENT, SYSTEM INTEGRATION, OR ENJOYMENT.

8.2 Services Warranties.

(a) NC4 warrants to Customer that any professional services for a particular statement of work will be performed in a manner consistent with generally accepted industry practices. Customer must report any deficiencies in the Services to NC4 in writing within ninety (90) days of completion of the Services for that particular statement of work or order in order to receive the warranty remedy set forth in this Section 8.2.

(b) If the Services are not performed in a manner consistent with generally accepted industry practices, then NC4's sole obligation under this service warranty shall be to re-perform the defective services. For any breach of the services warranty set forth in this Section 8.2, Customer's sole remedy, and NC4's sole liability, shall be the re-performance of the Services, and if NC4 fails to re-perform the Services as warranted, Customer shall be entitled to a refund of the fees paid by Customer to NC4 for the deficient services.

(c) NC4 AND ITS SUBCONTRACTORS MAKE NO WARRANTIES OR CONDITIONS TO ANY PERSON OR ENTITY WITH RESPECT TO THE SERVICES (OTHER THAN THOSE SET FORTH IN THIS SECTION 8.2 AND DISCLAIM ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR CONDITIONS OF WORKMANSHIP, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

it notifies the other in writing of such claim in sufficient detail to enable the Indemnifying Party to evaluate the claim, (b) the Party cooperates in all reasonable respects with the investigation, trial and defense of such claim and any appeal arising therefrom, and (c) the Indemnifying Party has sole control of the defense and settlement of such claim. So long as the Indemnifying Party is actively defending the claim, or working toward a resolution of same, the other Party shall not compromise any claim or enter into any settlement without the written consent of the Indemnifying Party. In no event shall NC4 be liable for any damages resulting from Customer's use, misuse or failure to use the Solution or validate Customer Data.

10.2 Infringement. NC4 shall indemnify and hold harmless Customer against any and all third party claims that the Solution infringes any registered U.S. copyrights of such third party that are issued as of the delivery date of the Solution to Customer. NC4 shall pay any and all costs, damages, and expenses, including, without limitation, reasonable attorneys' fees and costs awarded against or otherwise incurred by Customer in connection with or arising from any such claim, suit, action, or proceeding. Customer shall be entitled to indemnification only if (a) within 15 days of its discovery of a potential claim it notifies NC4 in writing of such claim in sufficient detail to enable the NC4 to evaluate the claim, (b) Customer cooperates in all reasonable respects, at NC4's cost and expense, with the investigation, trial and defense of such claim and any appeal arising therefrom, and (c) NC4 has sole control of the defense and settlement of such claim. Customer shall not compromise any claim or enter into any settlement without the written consent of NC4. NC4's indemnification obligation set forth in this Section 5.2 shall not apply in the event and to the extent of alteration or misuse of, or combination of the Solution with any program, product or service not authorized by NC4, by Customer or any other party unless made in accordance with NC4's written approval. Should the Solution become, or in NC4's opinion be likely to become, the subject of such a claim of misappropriation or infringement, NC4 at its sole option, shall either: (a) procure for Customer the right to continue using the Solution or (b) replace such Solution with functionally-equivalent software, or modify such Solution to make it non-infringing, or (c) if neither option (a) nor (b) is reasonably available, terminate this Agreement and pay Customer an amount equal to 50% of the license fee payable under this Agreement. NC4 shall have no liability with respect to infringement of any proprietary right, except as set forth in this Section 10.2.

11. Release of Insured Losses. To the extent permitted by law, NC4 hereby releases Customer, and Customer hereby releases NC4, and each of their respective officers, agents, and employees, from any and all claims or demands of damages, loss, or expense, which is caused by or results from perils, events or happenings which are the subject of insurance and carried by the respective Parties and in force at the time of any such loss; provided, however, that such waiver shall be effective only to the extent permitted by the insurance covering such loss and to the extent such insurance is not prejudiced thereby. This provision is intended to waive, fully and for the benefit of each Party, any rights and/or claims which might give rise to a right of subrogation by any insurance carrier.

12. Term and Termination.

12.1 Term. This Agreement shall commence as of the Effective Date and continue in full force and effect for the Initial Term set forth in Schedule A, and automatically renews thereafter in yearly or greater increments, each a Renewal Term, unless otherwise terminated in accordance with Section 12.2 below. After the Initial Term, if either Party desires to discontinue any Services under this Agreement, the Party may do so by providing written notice of non-renewal of the particular Services at least sixty (60) days prior to the end of the Initial Term or any Renewal Term. If any Services are so terminated, the Agreement shall continue in full force and effect as to the license granted hereunder, unless otherwise terminated in accordance with Section 12.2 below.

12.2 Termination This Agreement may be terminated as follows:

12.2.1 Termination for Convenience. Customer may terminate this Agreement for convenience as follows:

- (a) Due to lack of funding, by providing at least ninety (90) days prior written notice to NC4. If Customer terminates for loss of funding, no prepaid amounts will be refunded by NC4, and all Services provided by NC4 hereunder will terminate. If all license fees have been paid as set forth in Schedule A, then the Software license granted hereunder will continue; however, Customer will be required to move the Solution to a self-hosted arrangement. If the license fees set forth at Schedule have not been paid in full, then the licenses granted hereunder will terminate.
- (b) If Customer chooses to move to a self-hosted solution and host the NC4 Street Smart Solution on its own servers, Customer may terminate the managed services and maintenance and support portions of this Agreement, and receive a refund of the fees prepaid for such services, pro-rated for the balance remaining in the then-current term.
- (c) After the Initial Term, if Customer no longer desires to use the Solution, it may terminate this Agreement and the license granted hereunder, by providing written notice to NC4 at least sixty (60) days prior to the expiration of the Initial Term of its decision to not renew the Agreement. In such event, there will be no refund of prepaid fees.

12.2.2 Termination for Cause. This Agreement may be terminated for cause as follows:

(a) Either Party may terminate this Agreement if the other Party breaches any of the material terms and fails to cure such breach within 30 days after receipt of written notice of such breach, or, if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured.

(b) Either Party may terminate this Agreement if the other Party (i) becomes insolvent, (ii) makes an assignment for the benefit of creditors, (iii) files or has filed against it a petition in bankruptcy or seeking reorganization, (iv) has a receiver appointed, or (v) institutes any proceedings for the liquidation or winding up; provided, however, that, in the case any of the foregoing is involuntary, such Party shall only be in breach if such petition or proceeding has not been dismissed within 90 days.

(c) If the breaching Party cures any such breach as provided herein, this Agreement shall continue unabated and the breaching Party shall not be liable to the other for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.

12.3 Effect of Termination. Upon termination, the maintenance and support and Managed Services hereunder will terminate and NC4 will discontinue provision of such services. The license to the Solution can continue, but without the maintenance and support or Managed Services offered by NC4. If Customer desires to continue using the license, Customer will be required within thirty (30) days to move the Solution to its own servers for a self-hosted environment. So long as Customer continues to use the Solution it will be subject to the clauses that survive termination set forth in Section 12.5.

12.4 Data Release. If requested by Customer prior to the termination or expiration of this Agreement, NC4 will assist Customer with the release or copying of any Customer Data contained within

the Solution, subject to Customer signing a data release agreement. Upon such request, NC4 shall provide a work order to Customer which outlines the level of effort, at the prevailing professional services rates, in support of such data release. Customer shall either accept or reject the work order within thirty (30) days of receipt of said work order. If Customer fails to provide written acceptance or rejection of said work order within thirty (30) days, the work order will be deemed to be rejected, and NC4 shall have the right to remove, delete, or destroy the Customer Data from the Solution.

12.5 Survival. The provisions of Sections 6, 7, 8, 9, 10, 11, 12.3, and 13 shall survive the termination of this Agreement. In addition, if Customer continues to use the Software under its perpetual license after termination of this Agreement, the provisions of Section 1 shall also survive the termination of this Agreement.

13. General Provisions.

13.1 Binding Agreement. This Agreement is binding on the heirs, executors, administrators, successors and permitted assigns of the Parties.

13.2 Confidentiality. During the term of this Agreement and at all times thereafter, each Party shall, and shall ensure that its respective directors, officers, employees, contractors and agents hold any and all Confidential Information disclosed by the other Party pursuant to this Agreement in the strictest confidence and in accordance with state and federal law. "Confidential Information" shall include without limitation all information and records whether oral or written or disclosed prior to or subsequent to the execution of this Agreement which has been marked "Confidential" or should reasonably be considered confidential, such as patents, utilization review, quality assessment, finances, volume of business, methods of operation, trade secrets, contracts, and prices, and price-related information. Each Party shall destroy any Confidential Information received from the other following the Event for which the Solution has been designed. Each Party agrees that disclosure of the other's Confidential Information other than in accordance with this Agreement shall cause irreparable injury to the other, and that the other Party shall be entitled to injunctive relief to prevent one another's breach of this Section. Nothing in this Section shall restrict either Party with respect to information or data: (i) that such Party rightfully possessed before it received the information from the other, as evidenced by written documentation of such possession; (ii) that subsequently becomes publicly available through no fault of such Party; (iii) that is subsequently furnished rightfully to such Party by a third party (excluding affiliates of the other) not known to be under restrictions on use or disclosure; (iv) that is required to be disclosed by applicable law (solely to the extent of such requirement), provided that the disclosing Party will exercise reasonable efforts to notify the other prior to disclosure; or (v) that is independently developed by such Party without any confidential information of the other.

13.3 Assignment. This Agreement is not assignable by either Party without the prior written consent of the other.

13.4 No Waiver. If either Party waives any breach by the other, it shall not be construed as a waiver of any subsequent breach. Each Party's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.

13.5 Electronic Media. A copy of this Agreement and the signatures affixed hereto transmitted and delivered by facsimile or electronic mail shall be deemed to be originals for all purposes. In addition, either Party may scan or otherwise convert this Agreement into an electronic and/or digital media file, and

a copy of this Agreement or the electronic data file produced from any such electronic or digital media format may serve and be given the same legal force and effect as the original.

13.6 Right to Subcontract. NC4 may subcontract for the provision of certain portions of the Solution under this Agreement. Customer acknowledges and agrees that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by NC4 to provide any service set forth herein to Customer, and bind Customer to said subcontractor(s) with the same force and effect as they bind Customer to NC4.

13.7 Entire Agreement. This Agreement, including the attachments hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous oral or written statements, proposals, communications, negotiations, agreements, advertising and marketing including correspondence, brochures and Internet websites.

13.8 Force Majeure. Neither Party shall be held liable for any damages or penalty for delay in the performance of its obligations hereunder when such delay is due to earthquake, flood, fire, hurricane, power failure, tornado, terror, riot, war, or other event or disaster beyond the Party's control, provided the Party uses reasonable efforts seeking to (a) mitigate the consequences and (b) promptly notify the other Party.

13.9 Notices. Any notice required or permitted under this Agreement shall be in writing, shall reference this Agreement and will be deemed given: (i) upon personal delivery to the appropriate address; or (ii) three (3) business days after the date of mailing if sent by certified or registered mail; or (iii) one (1) business day after the date of deposit with a commercial courier service offering next business day service with confirmation of delivery. All communications shall be sent to the contact information set forth below or to such other contact information as may be designated by a Party by giving written notice to the other Party pursuant to this provision:

To NC4: NC4 Public Sector LLC
100 N. Sepulveda Blvd, Suite 200
El Segundo, CA 90245
Attn: Randall Smith
Fax: 310-606-4309

With copy to: NC4 Public Sector LLC
100 N. Sepulveda Blvd, Suite 200
El Segundo, CA 90245
Attn: Contracts & Legal
Fax: 310-606-4309

To Customer: _____

13.10 Severability. If any provision of this Agreement is determined by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement, and such provisions shall be interpreted so as to effectuate the intent and purpose of the Parties.

13.11 Waiver and Modification. Waiver of any breach or failure to enforce any term of this Agreement shall not be deemed a waiver of any breach or right to enforce which may thereafter occur. Any waiver, amendment, supplementation or other modification or supplementation of any provision of this Agreement shall be effective only if in writing and signed by both Parties.

13.12 Relationship of Parties. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of legal association between the Parties and each Party is an independent contractor.

13.13 Attorneys' Fees and Costs. In any action or proceeding to enforce rights under this Agreement, the prevailing Party will be entitled to recover reasonable costs and attorneys' fees incurred.

13.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed an original.

13.15 Non-Solicitation of Employees. Each Party agrees that during the term of this Agreement and for a period of two years after its expiration or termination, neither Party will solicit or encourage any employee or consultant to discontinue their employment or engagement with the other Party. This provision shall not apply to employment opportunities of either Party advertised to the general public (e.g., newspaper advertisement, internet advertisement or listing, etc.) to which an employee of either Party may respond.

13.16 Compliance with Laws. The Parties agree to fully comply with all laws and regulations in the performance of this Agreement, including all relevant export and import laws and regulations of the United States. Further, if applicable, Customer agrees to fully comply with 28 CFR Part 23.

13.17 Choice of Law; Dispute Resolution; Jurisdiction; Venue. This Agreement and all amendments, modifications, alterations, or supplements hereto, and the rights of the Parties hereunder shall be construed under, and be governed by, the substantive laws of the State of California in the United States of America, without regard to any conflicts of law provisions. The provisions of the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. If there is a dispute between the Parties relating to this Agreement, the Parties shall first attempt to resolve the dispute by escalating the dispute within their respective organizations. If they are unable to resolve the dispute within thirty (30) days after the complaining Party's written notice to the other Party, the Parties will seek to resolve the dispute through arbitration conducted in Los Angeles County, California, USA, in accordance with the commercial rules of the American Arbitration Association. Any award rendered by the arbitrator shall be final and binding on the Parties, and may be entered as a judgment by any court of competent jurisdiction. Costs of arbitration (including reasonable attorneys' fees) shall be made a part of the arbitrator's award. Notwithstanding the foregoing, in the event irreparable injury can be shown, either Party may obtain injunctive relief exclusively in the appropriate federal or state court in Los Angeles County, California, USA. Any litigation arising out of or relating to this Agreement shall take place nonexclusively in the appropriate state or federal court in Los Angeles County, California, USA.

13.18 Paragraph Headings. The paragraph titles used herein are for convenience of the Parties only and shall not be considered in construing the provisions of this Agreement.

13.19 Publicity. No publicity, including, but not limited to press releases concerning this Agreement, or the relationship between the Parties, shall be issued by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld.

13.20 Order of Precedence; Governing Documents. If a purchase order or similar ordering document is issued by Customer for the Solution and/or Services hereunder, the Parties hereby agree that

the terms and conditions of this Agreement shall govern and take precedence over any general terms and conditions of such purchase order or similar document. If there is any conflict between the terms and conditions of this Agreement and any purchase order or similar document, the terms and conditions of this Agreement shall govern.

13.21 Authority to Bind. Each Party hereby represents and warrants that the Party signing below has full right, power and authority to enter into this Agreement and bind such Party accordingly.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have executed or caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

NC4 PUBLIC SECTOR LLC

By _____

Name _____

Title _____

Date _____

LANSING POLICE DEPARTMENT

By  sp

Name Mike Yankowski

Title Police Chief

Date 2-5-18

SCHEDULE A PRODUCTS & PRICING SCHEDULE

Customer Name and Address: Lansing Police Department ("Customer")
120 W Michigan Ave
Lansing, Michigan 48933
Attn: Chief Michael Yankowski
Michael.yankowski@lansingmi.gov
(517) 483-4801

Prepared By: Aimee Barmore

NC4 Contracts Rep: Vicki Hamilton

Initial Term: Three (3) Years following the Effective Date of Agreement

Product/Services Selected: NC4 Street Smart™ w/Managed Services

Number of Sworn Officers: 202

LICENSE FEES	
Initial License Set Up Fee (One-time) Includes baseline NC4 Street Smart software setup and connection to one (1) feed (e.g., computer aided dispatch (CAD), records management system (RMS), or offender data base) (up to 24 man-hours). If additional feeds, configuration or customization are desired, additional fees will apply at NC4's then-current Professional Services rates.	\$ 33,000.00
NC4 Street Smart Software License (One-time)	\$ 112,280.00
Total One-Time License Fees	\$ 145,280.00
MAINTENANCE AND SUPPORT	
Annual Maintenance & Support (3 years at \$29,192.67 per year)	\$ 87,578.01
MANAGED SERVICES*	
Managed Services Set Up Fee (One-Time)	\$ 29,000.00
Annual Managed Services – Year 1	\$ 19,000.00
Annual Managed Services – Year 2	\$ 19,950.00
Annual Managed Services – Year 3	\$ 20,947.50
Total Managed Services fees for three year Initial Term (plus set up fee)	\$ 88,897.50
*Incremental Managed Services Fees; 36 months; 5% annual increase	
TOTAL FEES – 3 Year Cost of NC4 Street Smart w/Managed Services	
License Fees	\$ 145,280.00
Maintenance & Support Fees (3 years)	\$ 87,578.01
Managed Services (3 years)	\$ 88,897.50
Total Fees w/Managed Services (3 years payment in advance)	\$ 321,755.51
INVOICING AND PAYMENT TERMS	
Invoicing. NC4 will invoice the above Initial Term Total Fees of \$321,755.51 upon signing of this Agreement. Any renewal fees, if any, will be invoiced at the anniversary date.	

Payment Terms. Payments are due no later than thirty (30) days after receipt of NC4 invoice.

Additional Fees. Credit card payments are subject to a 3% convenience fee.

SCHEDULE B

NC4 STREET SMART® MANAGED SERVICES Service Levels and Standard Customer Support Policy

Three ways to contact Support:

Phone: 800-209-2312

Email: support@nc4.us

Support site: <https://support.nc4.us>

Uptime Availability

NC4 will maintain 98% total availability of the software and Service to Company (for purposes of this support policy, "Company" shall refer to NC4's Customer) measured on a monthly basis, excluding scheduled maintenance of 4 hours per month or less ("Scheduled Maintenance"). NC4 will provide Company with a minimum of forty-eight (48) hour notice of any Scheduled Maintenance to those person(s) specified by Company in writing as the primary contact(s). Scheduled Maintenance will be performed outside of normal business hours, as defined Monday through Friday (except holidays) from 8AM ET to 8PM ET ("Normal Business Hours"). Emergency repairs will be performed as required and NC4 will promptly notify Company of such action.

Service Level Definitions

LEVEL 1 – Support provides the following services:

- Forgotten ID's and passwords
- Account expiry issues (ID and password changes)
- Day-to-day use of the NC4 Software
- Connectivity issues including LAN, wireless access from the patrol cars and Internet access
- Initial triage of the support request to determine the next level of support, if required
- Logging the call and tracking its progress through to resolution

LEVEL 2 – Support provides the following services which includes a more detailed understanding of the inner workings of the application:

- Additional contact with the customer to continue to triage the support request and resolve items such as:
 - Data issues including integrity and accuracy
 - Problems with maps including geo-location inaccuracies
 - Problem with CAD or other related Crime data feeds
 - Problems with included third-party components
 - Server imbalance
 - Performance issue
 - Interface with Level 3 support team to help identify a resolution

LEVEL 3 – Support services provide code level changes to the application

- Identification and resolution of a software failure which requires a patch or fix
- Provide assistance to level 2 support to identify problems and provide solutions that can be applied without code changes

Severities

Severity 1 High Priority Critical	Definition: System down or unavailable for use. To report a severity 1 problem or to submit a severity 1 service request, the customer must provide two contact names (primary and backup) and their phone numbers before the request is accepted as severity 1.
Initial Response Time	All severity 1 problem reports or service requests will be responded to within 2 hrs. This type of request is available for submission and response 24x7. NC4 will provide the status of the work request every hour on the hour via telephone to the customer via the contact points mentioned above.
Resolution Time	As the resolution time depends on the type of problem or request, it cannot be determined in advance. NC4 support team will work 24 hrs a day, 7 days a week until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, NC4 will provide Licensee with a resolution time ("Resolution Commitment Date").

Severity 2 Medium Priority	Definition: Major functions down or not working as expected. Adversely affects and prevents the accomplishment of an operational or mission essential function. Typically a workaround is not available.
Initial Response Time	All severity 2 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM EST to 8PM EST. Requests will be responded to within 4 hrs during these business hours. NC4 will provide the status of the work request on a daily basis at the beginning of each day via telephone to the requester or by email.
Resolution Time	As the resolution time is depended on the type of problem or request, it cannot be determined in advance. NC4 support team will work on the problem / request during normal office hours until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, NC4 will provide Licensee with a resolution time ("Resolution Commitment Date").

Severity 3 Low Priority	Definition: Minor function down or not working as expected / cosmetic issues. Adversely affects (but does not prevent) the accomplishment of an operational or mission essential function. Typically a workaround is available. Priority Three Defects do not include aborts or loss of data.
Initial Response Time	All severity 3 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM EST and 8PM EST. During these business hours, requests will be responded to within 24 hrs. NC4 will provide the status of the work request every three days the beginning of each day via telephone to the requester or by email.
Resolution Time	As the resolution time depends on the type of problem or request, it cannot be determined in advance. NC4 support team will work on the problem / request during normal office hours until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution.

Severity 4 Low Priority	Definition: Enhancement, feature/user request or training. May include password resets or training questions.
Initial Response Time	All severity 4 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM EST and 8PM EST. During these business hours, requests will be responded to within 24 hrs.
Resolution Time	NC4 support team will work on the problem / request during normal office hours until the problem is resolved with the assistance of the customer.

Remedy

If NC4 does not meet its system availability commitment of 98%, as set forth above, upon Company's timely request, which request shall be made no later than ninety (90) days following any such event, a credit will be applied based on the proportion of such deficiency (the amount less than 98%) to the total number of hours in a month. Company may apply the credit against the next applicable subsequent billing period or renewal term fees. Service credits will only apply to problems associated with NC4 and its network or data center. No credit will be given if it is determined the problem is at Company, the Internet, or otherwise out of NC4's control.

8.3 Customer's Actions. In the event that Customer is required to provide any information or take any actions to facilitate the implementation of the Solution and Customer fails to do so in a timely manner, Customer shall be deemed to have waived any claim that it may have against NC4 for late or faulty performance that has resulted from Customer's failure.

9. LIMITATION OF LIABILITY. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE, THE MANAGED SERVICES, SOFTWARE AND SOLUTION ARE PROVIDED BY NC4 TO CUSTOMER ON AN "AS IS" BASIS. UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, NC4 DOES NOT WARRANT THAT THE MANAGED SERVICES, SOFTWARE OR SOLUTION WILL BE UNINTERRUPTED OR ERROR FREE, OR MAKE ANY WARRANTY AS TO THE RESULTS OBTAINED FROM THE USE OF THE MANAGED SERVICES, SOFTWARE OR SOLUTION. EXCEPT FOR OBLIGATIONS OF CONFIDENTIALITY OR INDEMNIFICATION EXPRESSLY SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL NC4 OR ITS LICENSORS, AFFILIATES, CONTRACTORS, MANAGERS, MEMBERS OR THEIR RESPECTIVE EMPLOYEES OR AGENTS BE LIABLE FOR LOSS OR INACCURACY OF DATA OR SYSTEM USE, DOWNTIME, GOODWILL, PROFITS OR OTHER BUSINESS LOSS, OR ANY OTHER INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES IN CONNECTION WITH CUSTOMER'S USE OF THE MANAGED SERVICES, SOFTWARE OR SOLUTION, NC4'S PROVISION OF THE MANAGED SERVICES OR ANY PROFESSIONAL SERVICES, OR THIS AGREEMENT, UNDER CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY. THIS LIMITATION SHALL APPLY EVEN IF NC4 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT, AND THAT THIS LIMITATION WILL APPLY REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL THE TOTAL LIABILITY OF NC4 AND ITS AFFILIATES, INCLUDING BUT NOT LIMITED TO DAMAGES OR LIABILITY ARISING OUT OF CONTRACT, TORT, BREACH OF WARRANTY, INFRINGEMENT OR OTHERWISE, EXCEED THE FEES PAID FOR THE SOLUTION OR SERVICES, ON A PER-ORDER BASIS, WHICH ARE THE DIRECT CAUSE OF THE DAMAGES OR LIABILITY CLAIMED. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR RELATING TO THIS AGREEMENT MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION IS DISCOVERED BY CUSTOMER, BUT NO MORE THAN ONE (1) YEAR AFTER THE EXPIRATION OR TERMINATION OF THE AGREEMENT. IN NO EVENT SHALL NC4 HAVE ANY LIABILITY FOR CUSTOMER'S USE, MISUSE OR FAILURE TO USE THE SOLUTION.

10. Indemnification

10.1 General Indemnification. Each Party shall indemnify and hold harmless the other to the extent authorized by law against any and all third party claims of personal injury or property damage to the extent such damages are caused by such Party's gross negligence or willful misconduct. Customer shall indemnify and hold harmless NC4, to the extent authorized by law, against any and all third party claims relating to or arising from Customer Data or Customer's noncompliance with 28 CFR Part 23, if applicable. If Customer is not authorized to indemnify NC4 under applicable law, Customer is hereby obligated to cooperate and assist NC4 in defending any third party claim resulting in any way from Customer's actions or Customer Data. The Indemnifying Party shall pay any and all costs, damages, and expenses, including, without limitation, reasonable attorneys' fees and costs awarded against or otherwise incurred by the other Party in connection with or arising from any such claim, suit, action, or proceeding. A Party shall be entitled to indemnification only if (a) within 15 days of its discovery of a potential claim



NC4 Street Smart™

Specifications and Pricing Options

NC4 Proposal to Lansing Police Department

January 3, 2017



Proposal Valid for 90 Days

NC4

100 N. Sepulveda Blvd., Suite 200, El Segundo, CA 90245
Phone: 877.624.4999 • +1.310.606.4444 • Fax: 310.606.4309
info@NC4.com • www.NC4.com

January 2, 2017

Chief Yankowski

Lansing Police Department
120 W. Michigan Avenue
Lansing, Michigan 48933

Dear Chief Yankowski:

NC4 Public Sector LLC ("NC4") is pleased to present this Proposal for our NC4 Street Smart™ solution to the Lansing Police Department.

NC4 brings a world-class approach to situational awareness, crime-fighting, risk management and emergency management. Our demonstrated expertise and experience is unmatched in providing solutions to enhance information sharing, resource tracking, improved communication and collaboration, as well as situational analysis for critical decision-making.

NC4 is proposing our NC4 Street Smart solution, which gives police departments an information-based resource for apprehending suspects, quickly responding to emergencies, strategically placing field personnel, and executing programs to deter crime. The Lansing Police Department will have a completely flexible and easy-to-use platform that will allow the Lansing Police Department the ability to access real-time data to pinpoint crimes, patterns and incidents and to provide situational awareness of officers in the field.

NC4 has received universal praise from customers for the ease-of-use and wide array of functionality provided by the NC4 Street Smart solution. It is now available across all platforms, from mobile phones to an 84" Surface Hub.

We are confident that the unique operational capabilities of NC4 Street Smart, along with our supporting staff of experts and real-world experience, will ensure the success of the Lansing Police Department project. We look forward to working with Lansing Police Department in implementing a world-class, integrated, crime-fighting solution.

Sincerely,

Lynde Richards

Director Sales
NC4 Public Sector, LLC

A New Solution. A Better Solution.

Equip your officers with the sophisticated technology and critical resources they need to fight crime with the NC4 Street Smart™ solution. This state-of-the-art tool provides real-time data to keep your force up-to-speed, informed and most importantly, protected as they patrol your streets. Officer-driven to provide essential facts about incidents and crime patterns in your area, NC4 Street Smart goes above and beyond standard CAD and RMS search by supplying up-to-the-minute data feeds, maps, blogs, bulletins and case management tools. Arm your districts with the collaborative and informative NC4 Street Smart solution that helps them protect their precincts and each other.



View of the home page of the NC4 Street Smart solution

A Solution that Works as Fast as You Do

The NC4 Street Smart solution has proven it can make a difference in fighting crime as it happens, instead of days or weeks after an incident. Officers no longer need to rely on a roll call board, information on notepads, meeting takeaways, etc. Crime data can be in one common operating picture that is updated around the clock. Having information readily available helps solve crimes more quickly, which will also help reduce criminal activity and reduce the number of victims. The NC4 Street Smart solution is proven to reduce crimes.

"There is not an opportunity to increase the agency by 100 officers or 200 officers, so we had to look toward technology to change our ability to police our county better."

Colonel Elmer M. Setting,
Chief of Police
New Castle County Police Department

"Creating situational awareness is one of the most important benefits of the new system and software. The software is a huge benefit to our Officers in the field by not only increasing their awareness, but also helping them to connect the dots faster. Criminals won't have anywhere to hide in Bloomington."

Chief Mike Diekhoff
Bloomington Police Department

"I can talk about the reduction in crime, but the really important number is the reduction in victims and repeat victims—the individuals that we have been able to save from becoming a victim of crime. That's really where the success is."

Chief Jane Castor
Tampa Police Department

BENEFITS SPOTLIGHT

NC4 Street Smart is the new standard in crime-fighting. It provides commanders and field personnel with critical, real-time data to pinpoint crimes, patterns and incidents. NC4 Street Smart aids law enforcement organizations by:

- Combining historical crime data and real-time, field intelligence in an easy-to-use and highly-efficient mobile interface
- Providing real-time information to officers in the field
- Centralizing all your crime data into a single database
- Informing officers with better data to reduce crime and take criminals off the street
- Reducing unnecessary forms and paperwork
- Providing better situational awareness to increase the safety and effectiveness of your officers on patrol

*Help your officers solve crimes
faster with the easy-to-use tools of
NC4 Street Smart*

NC4 Street Smart™ is a revolutionary crime-fighting solution that improves the way officers communicate. It equips them with blogging capabilities and police feeds that display a graphical, real-time representation of crime and put additional drill-down details at their fingertips. NC4 Street Smart provides a common operating picture of structured vs. unstructured data that lets officers solve crimes faster. The NC4 Street Smart solution includes the following features and functions:

CRIME-FIGHTING BLOG

Give your officers real-time feedback about an incident, as it's unfolding with the Crime-Fighting Blog. This fresh approach allows users to start a new blog topic or contribute to an existing topic with additional information. The Crime-Fighting Blog provides the backbone for teamwork and problem solving by bringing information to an officer's attention immediately, instead of days or weeks later. The blogs are also fully searchable, to make finding similar incidents or attributes incredibly simple.

BULLETIN MANAGEMENT

Bulletins keep track of offenders and give your officers critical information so they can take action. Bulletin Management puts real-time information in one, easy-to-browse location. So when a suspect escapes or a situation arises that could put your patrol officers in danger, they know immediately. Bulletins are organized by data type so your team can immediately find the specifics of a case.

Crime Alerts

Bulletin No	Offense	District
110416-1318	VEH THEFT	County Wide
110416-1317	Burg/VT/Fraud - attempt to ID	
110116-1315	Fraud-Marsh North	
102816-1305	ATL Rick Comerford	
102616-1303	Attempt to ID Burglary	City Wide

Intelligence

Bulletin No	Offense	District
102816-1306	Intimidation	County Wide
102416-1292	ATTEMPT TO ID THEFT SUSPECT	City Wide
102216-1281	Attempt to ID	
101016-1251	Theft of Cell Phone	
101916-1278	Attempt to ID / Extra Patrol	

Officer Safety

Bulletin No	Offense	District
110616-1320	sig 34/possession 10-32	
101416-1258	Suspicious Vehicle Following Officer Home	County Wide
092116-1109	Stolen Gun	
083116-1121	Threat to Officer's Family	

Wanted

Bulletin No	Offense	District
110516-1319	Andy Anderson WOW PROBATION VIOLATION	City Wide
102716-1304	John Johnson WOW- Intimidation & Harassment	City Wide
102616-1301	Robbie Smith-Wanted for Forgery/Theft	
102616-1300	Mia Johnson WOW x 3	

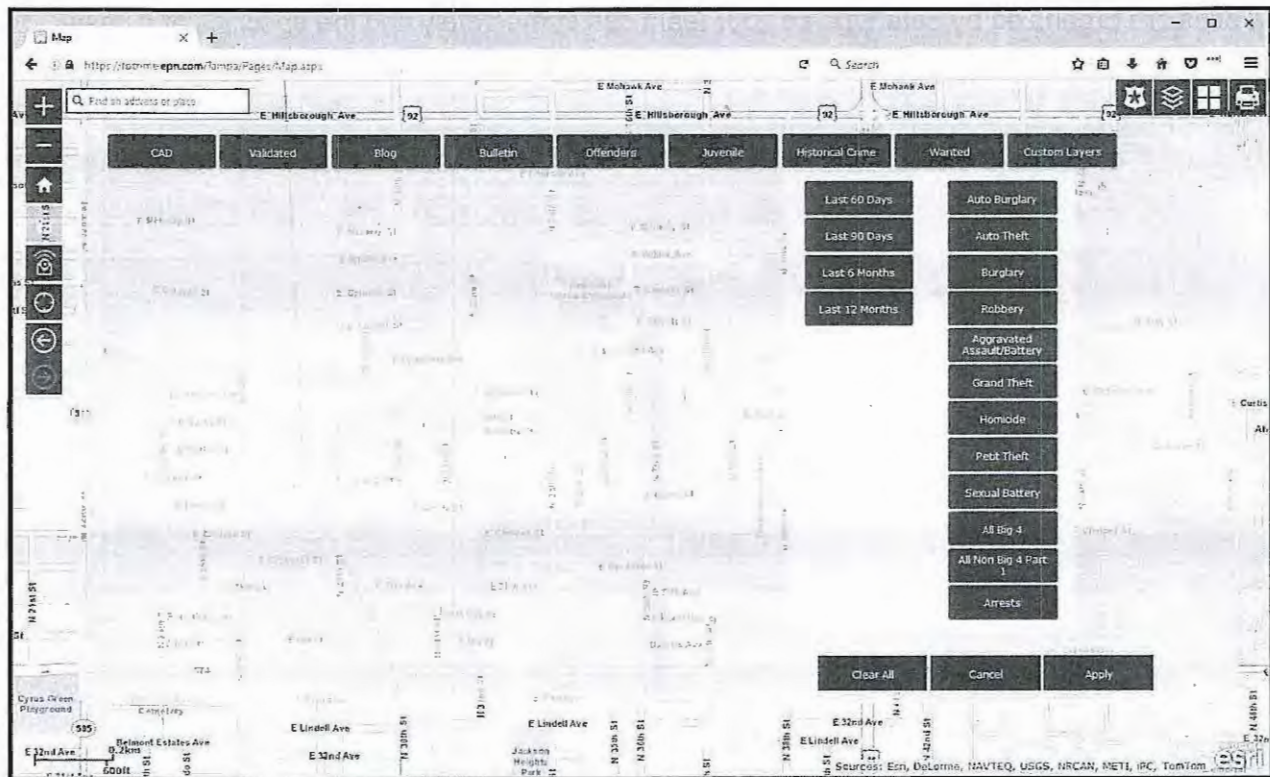
NC4 Street Smart gives your officers critical data in an easy-to-use Bulletin Management System

This feature allows users to create, edit and view relevant bulletins such as:

- Crime Alert Bulletins
- Intelligence Bulletins
- Wanted Bulletins
- Officer Safety Bulletins
- External Bulletins from other agencies

MAP VIEWER

Arm your patrol officers with real-time maps in their cruiser that show crime trends in their area. Tired of waiting days or weeks to piece together incidents and identify patterns? Our innovative Map Viewer provides instant visualization of what crime patterns exist and where they are located. Pinpoint where habitual criminals live and create quick contextual summaries for your users. NC4 Street Smart uses straightforward city maps and color-coded dots to show reported crimes and where they were committed. Officers select a view and a default map that shows their patrol area, supervisory scope or any geographic area of interest. They can then use the time slice feature or multiple other viewing options to gain maximum situational awareness.



Map Viewer allows for the easy display of all the crime data in intuitive map-based views



Map Viewer allows you to display crime data from a specific time period in addition to sorting by particular crimes

CASE MANAGEMENT

Easily pass information from shift-to-shift and from cycle-to-cycle with our revolutionary Case Management collaboration tool. This shared on-line notebook lets multiple officers continually update case files until a crime is solved. This allows each officer to know what is going on with an assigned case at all times.

CAD DATA

Improve your officer's ability to identify analytical trends and help them fight crime more efficiently. Our Agency Dispatch program creates CAD records in your system that can be evaluated, validated and qualified by officers. Your data only has to be entered once, which reduces redundancy, and the Crime Validation Form makes recording validation quick and easy.

OPTIONAL DATA FEEDS

Analyze data, draw conclusions and take action to reduce crime. Our Data Feeds facilitate cutting edge content collection, organization and compilation from multiple sources to provide all the relevant data for your investigations. We make each officer their own zone analyst, eliminating the need for information hierarchies. Using NC4 Street Smart Data Feeds enhances situational awareness in the areas of:

- Historical Crime
- Warrants, Jail Release Data, and Prison Release Data
- Sex Offenses
- Juvenile Crime

REPEATABLE CONTROLS

Now you can research various elements of a crime scene with a click of a button. Repeatable Controls bring more efficiency by utilizing the following:

- **Grid Controls** – Select geographical areas from a set of quadrants
- **Persons Control** – Create profiles for, or identify individuals as, suspects, witnesses, known offenders, victims or associates
- **Vehicle Control** – Search vehicle data
- **Property Control** – Search property data

The Repeatable Controls help officers manage crime more efficiently by allowing them to research various elements of a crime scene with the click of a button.

LOCALIZATION

Communicate across a wide range of languages and cultures with this revolutionary solution that makes it simple for international partners to configure the application to their customers' specific needs.

ADVANCED SEARCH

Search through all of your previous data with the NC4 Street Smart solution. Any field, any form and any entry can be located in seconds making finding data more efficient. Divided into categories such as People, Places, Activities, and Assets, all of your information will be available instantly, to help fight crime faster.

Microsoft Windows 10 Universal Application

The Microsoft Windows 10 Universal Application is an extension of the current NC4 Street Smart™ operating platform, now accessible from mobile devices, laptops and tablets as well as large-scale displays including Microsoft's new Surface Hub. The application allows the crime fighter to go from an 84" Microsoft Surface Hub in the roll call room, to the desktop and to mobile data terminals (MDTs) in their police cruisers. While not limited to Microsoft hardware, the application is designed to take advantage of the latest advances in Windows 10 technology and the latest hardware, including GPS location services, and onboard cameras on mobile and tablet devices for picture, video capture and upload capabilities, giving officer's easy-to-use, mission-critical tools for fighting crime.



Windows 10 Application Quick Tool Bar Screen Shot

NC4 Street Smart Pricing

ACCOUNT NAME: LANSING POLICE DEPARTMENT	
Price Quote valid for 90 days from: January 3, 2017	
SWORN OFFICERS	236
License Fees	
Upfront Setup Fees	\$33,000.00
License for Agency	\$117,040.00
TOTAL LICENSE FEES	\$150,040.00
Annual Maintenance	\$30,430.00
Total Due if Self-Hosted License +1st Year Maintenance	\$180,470.40
MANAGED SERVICES* (OPTIONAL)	
One-time Setup Fee	\$29,000.00
Annual Managed Svcs - Yr1	\$19,000.00
Annual Managed Svcs - Yr2	\$19,950.00
Annual Managed Svcs - Yr3	\$20,947.50
* Incremental Managed Services Fees 36 Month Contract Required, 5% annual increase	

3 YEAR TOTAL COST OF OWNERSHIP NC4 STREET SMART	
Licenses	\$150,040.00
Maintenance	\$91,291.20
Managed Services	\$88,897.50
Total Fees w/ Managed Services	\$330,228.70
NC4 offers the ability to pay 3 equal yearly payments of \$115,580 if an organization desires equal payments. This option includes a 5% time value of money fee and would require a 3-year, non-cancellable contract.	

Includes baseline software setup, customization, and base connection to a CAD feed (24 man-hours allocated for CAD, T&M if more required). Additional feeds are available at an additional cost.

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor
Samantha Harkins, Chief of Staff

FROM: Stephanie Robinson, CPPB, Senior Buyer

DATE: April 17, 2018

SUBJECT: Sole Source – Axom Enterprise – (formerly Taser International)

The Lansing Police Department requests that Axom Enterprise (formerly Taser International) be designated as a Sole Source vendor for the Body Worn Cameras.

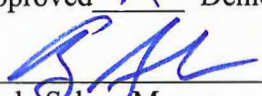
Please see the attached letter from Chief Mike Yankowski regarding the request.

Based on the attached letter we recommend issuing a sole source purchase order to Axom in the amount of \$ 150,763.00, this is year one of a five-year contract per the request of the Lansing Police Department. Years two through five will be budgeted at \$196,759.00, plus shipping and handling charges.

Attachment

Date: 4/18/18

Approved X Denied


Andy Schor, Mayor



Andy Schor, Mayor

Lansing Police Department
120 West Michigan Avenue
Lansing, MI 48933
Phone: (517) 483-4600
Fax: (517) 483-4688



Mike Yankowski, Chief

TO: Stephanie Robinson, Purchasing Department, Senior Buyer

FROM: Mike Yankowski, Chief of Police

SUBJECT: Sole Source Request – Axon Enterprise, Inc. – Body Worn Cameras, Interview Room Technology In-Car Video System.

Date: April 5, 2018

On December 8, 2015, Mayor Virg Bernero signed a contract with Axon Enterprise, INC. This 5 year contract resulted in three separate purchases of Body Worn Camera equipment and support services.

On a memorandum dated October 30, 2015, Chief of Police Mike Yankowski detailed information gained by reviewing products from three companies that make body worn cameras. Axon Enterprise included.

The review of the companies and their products led the Police Department to a decision of using Axon Enterprise for the best possible results when contracting for the body worn cameras and service support for the electronic data captured.

The recommendation to the Mayor included the following paragraphs:

After reviewing the field testing and the input from the officers, the officers were pretty neutral as to which device they preferred. The differences in body shape and uniform choice (shift, jacket) makes the wearing of the device dependent on the mounting choices available.

The lease plan offered by Taser (Axon) protects the department from obsolete equipment with their replacement of the equipment at the 2 ½ year and 5 year mark during the five year lease. In addition, the lease allows for a hard number for us to budget for. Taser (Axon) offers a payment schedule of the yearly costs in quarterly, semi-annual, or annual payments.

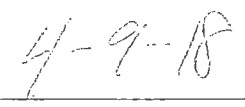
Additionally, with Taser/Axon, they appear to be several steps ahead of the market on the back end issues, where most of the hidden time and costs are with the other vendors. Taser/Axon also just released new models for body cameras and in car cameras that are very appealing moving forward.

In conclusion, the Taser/Axon product is the best overall system on the market right now and it's due to the back end issues and fixed cost options.

This is a 5 year contract with a total cost of \$538,329. The first year payment, \$150,763 is being made in Fiscal Year 2018. The second through fifth year are to be budgeted in the I.T. Department General Fund for FY19 – FY22 with annual costs of \$196,759.00. Shipping and handling charges of \$529.92 will also be incurred.

Thank you for your assistance with this matter.



Mike Yankowski, Chief of Police

Date

Axon Enterprise, Inc.

Protect Life.

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax:

Darin Southworth
(708) 895-7150
(708) 474-9931
dsouthworth@lansingmi.gov



AXON

Quotation

Quote: Q-145947-3
Date: 12/23/2017 11:06 AM
Quote Expiration: 6/30/2017
Contract Start Date*: 1/1/2018
Contract Term: 5 years

AX Account Number:

110690

Bill To:
Lansing Police Department - MI
120 W. MICHIGAN AVE.
Lansing, MI 48933
US

Ship To:
Darin Southworth
Lansing Police Department - MI
120 W. MICHIGAN AVE.
Lansing, MI 48933
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Stefan Schurman		sschurman@axon.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Axon Fleet Pre-Order

Thank you for your interest in Axon! This pre-order is a commitment to purchase Axon Fleet. Axon Fleet will be available for delivery sometime in 2017. You will be notified if there are any delays. Axon reserves the right to make product changes without notice.

Axon Fleet System Compatibility

Additional costs may be incurred by the customer related to installing or optimizing their wireless infrastructure in order to achieve the desired wireless download speeds, access point coverage, bandwidth or network stability. These costs are solely the responsibility of the customer.

Year 1-FLEET

Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
124	74003	CAMERA SYSTEM, AXON FLEET	USD 399.00	USD 49,476.00	USD 49,476.00	USD 0.00
124	74025	MOUNT ASSEMBLY, AXON FLEET	USD 0.00	USD 0.00	USD 0.00	USD 0.00
62	70112	AXON SIGNAL UNIT	USD 0.00	USD 0.00	USD 0.00	USD 0.00
124	74024	BATTERY SYSTEM, AXON FLEET	USD 0.00	USD 0.00	USD 0.00	USD 0.00
62	74027	Axon Fleet Dongle	USD 0.00	USD 0.00	USD 0.00	USD 0.00
62	85771	FLEET UNLIMITED PACKAGE: YEAR 1 PAYMENT	USD 1,188.00	USD 73,656.00	USD 23,136.76	USD 50,469.24
62	11511	Cradlepoint - 5 in 1 Cellular, WiFi, GPS Antenna (Black, Boi	USD 220.00	USD 13,640.00	USD 13,640.00	USD 0.00
62	11521	Cradlepoint - Enterprise Cloud Manager - Tablet, 5 yr	USD 350.00	USD 21,700.00	USD 21,700.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
62	11505	CRADLEPOINT ROUTER - 10000016	USD 660.00	USD 40,920.00	USD 40,920.00	USD 0.00
1	20131	TRAIN INSTALLER ON INSTALLATION FACILITY, PER DAY, PER SITE	USD 2,500.00	USD 2,500.00	USD 2,500.00	USD 0.00
2	71069	WI-FI OFFLOAD SOFTWARE LICENSE	USD 600.00	USD 1,200.00	USD 0.00	USD 1,200.00
2	71067	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 1 PAYMENT	USD 600.00	USD 1,200.00	USD 1,200.00	USD 0.00

Year 1-FLEET Total Before Discounts: USD 40,920.00

Year 1-FLEET Discount: USD 152,522.76

Year 1-FLEET Net Amount Due: USD 51,569.24

Year 1-AF2

Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
25	11523	FLEX 2 CAMERA (ONLINE)	USD 449.00	USD 11,225.00	USD 11,225.00	USD 0.00
75	11502	FLEX 2 CONTROLLER	USD 150.00	USD 3,750.00	USD 3,750.00	USD 0.00
25	11509	BELT CLIP, RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
25	11534	USB SYNC CABLE, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
25	11545	COLLAR MOUNT, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
25	11546	SPALETTE MOUNT, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
25	11549	TACTICAL SWAT KIT W/ARC RAIL, FLEX 2	USD 49.00	USD 1,225.00	USD 1,225.00	USD 0.00
25	50166	5 YEAR TASER ASSURANCE PLAN AXON FLEX 2 CAMERA	USD 0.00	USD 0.00	USD 0.00	USD 0.00
25	50115	5 YEAR TASER ASSURANCE PLAN AXON FLEX 2 CONTROLLER	USD 0.00	USD 0.00	USD 0.00	USD 0.00
5	50139	AXON CONVERT	USD 1,500.00	USD 7,500.00	USD 0.00	USD 7,500.00
3	50135	AXON FIVE PROFESSIONAL	USD 3,975.00	USD 3,925.00	USD 0.00	USD 3,925.00
25	55054	TASER ASSURANCE PLAN AXON FLEX ANNUAL PAYMENT	USD 276.00	USD 6,900.00	USD 0.00	USD 6,900.00

Year 1-AF2 Total Before Discounts: USD 39,525.00

Year 1-AF2 Discount: USD 16,200.00

Year 1-AF2 Net Amount Due: USD 23,325.00

Year 1- INTERVIEW ROOM (EFFECTIVE JULY 1, 2018) Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
6	50112	AXIS VANDAL RESISTANT IP DOME CAMERA 3364-V	USD 897.10	USD 5,382.60	USD 0.00	USD 5,382.60
6	50118	FOUR OF MICROPHONE (POE)	USD 182.61	USD 1,095.66	USD 0.00	USD 1,095.66
2	50127	HP SWITCH - 24PORT GIGABIT POE MANAGED SWITCH	USD 1,260.35	USD 2,500.70	USD 0.00	USD 2,500.70
2	50133	RECORDING SERVER - Windows 2012 R2 64 bit - 2U Xeon (4-core)	USD 4,750.00	USD 19,000.00	USD 0.00	USD 19,000.00
2	50071	AXON, STREASING - RAYR LICENSE (PER SERVER)	USD 1,500.00	USD 7,500.00	USD 0.00	USD 7,500.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
6	50127	POS-X TOUCHPANEL WITH 8GB RAM, 500GB SSD HD	USD 2,434.75	USD 14,608.65	USD 0.00	USD 14,608.65
6	50070	AXON TOUCH PANEL SOFTWARE	USD 1,500.00	USD 9,000.00	USD 0.00	USD 9,000.00
6	74056	TOUCH PANEL WALL MOUNT	USD 44.10	USD 264.60	USD 0.00	USD 264.60
5	85170	INTERVIEW ROOM, INSTALL AND SETUP	USD 2,500.00	USD 12,500.00	USD 0.00	USD 12,500.00
6	50055	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 1 PAYMENT	USD 593.00	USD 3,558.00	USD 0.00	USD 3,558.00
6	74062	INTERVIEW ROOM 5 YR EXTENDED WARRANTY	USD 124.10	USD 744.60	USD 0.00	USD 744.60

Year 1- INTERVIEW ROOM (EFFECTIVE JULY 1, 2018) Total Before Discounts: USD 35,268.84

Year 1- INTERVIEW ROOM (EFFECTIVE JULY 1, 2018) Net Amount Due: USD 35,268.84

Year 2- FLEET

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
2	74068	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 2 PAYMENT	USD 600.00	USD 1,200.00	USD 0.00	USD 1,200.00
62	85732	FLEET UNLIMITED PACKAGE: YEAR 2 PAYMENT	USD 1,188.00	USD 73,656.00	USD 0.00	USD 73,656.00

Year 2-FLEET Total Before Discounts: USD 74,856.00

Year 2-FLEET Net Amount Due: USD 74,856.00

Year 2- AF2

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
25	85054	TASER ASSURANCE PLAN AXON FLEX ANNUAL PAYMENT	USD 276.00	USD 6,900.00	USD 0.00	USD 6,900.00
5	50140	AXON CONVERT SUPPORT AND MAINTENANCE	USD 350.00	USD 1,750.00	USD 0.00	USD 1,750.00
3	50126	AXON FIVE PROFESSIONAL SUPPORT AND MAINTENANCE	USD 975.00	USD 2,925.00	USD 0.00	USD 2,925.00

Year 2- AF2 Total Before Discounts: USD 11,575.00

Year 2- AF2 Net Amount Due: USD 11,575.00

Year 2- INTERVIEW ROOM

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
4	50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	USD 350.00	USD 1,400.00	USD 0.00	USD 1,400.00
6	50074	AXON TOUCH PANEL SOFTWARE MAINTENANCE ANNUAL PAYMENT	USD 300.00	USD 1,800.00	USD 0.00	USD 1,800.00
6	50056	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 2 PAYMENT	USD 1,188.00	USD 7,128.00	USD 0.00	USD 7,128.00

Year 2- INTERVIEW ROOM Total Before Discounts: USD 10,328.00

Year 2- INTERVIEW ROOM Net Amount Due: USD 10,328.00

Year 3- FLEET

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
2	74069	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 3 PAYMENT	USD 600.00	USD 1,200.00	USD 0.00	USD 1,200.00
62	85733	FLEET UNLIMITED PACKAGE, YEAR 3 PAYMENT	USD 1,188.00	USD 73,656.00	USD 0.00	USD 73,656.00
Year 3- FLEET Total Before Discounts:						USD 74,856.00
Year 3- FLEET Net Amount Due:						USD 74,856.00

Year 3- AF2

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
25	85054	TASER ASSURANCE PLAN AXON FLEX ANNUAL PAYMENT	USD 276.00	USD 6,900.00	USD 0.00	USD 6,900.00
5	50140	AXON CONVERT SUPPORT AND MAINTENANCE	USD 350.00	USD 1,750.00	USD 0.00	USD 1,750.00
3	50136	AXON FIVE PROFESSIONAL SUPPORT AND MAINTENANCE	USD 975.00	USD 2,925.00	USD 0.00	USD 2,925.00
Year 3- AF2 Total Before Discounts:						USD 11,575.00
Year 3- AF2 Net Amount Due:						USD 11,575.00

Year 3- INTERVIEW ROOM

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
6	50057	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 3 PAYMENT	USD 1,188.00	USD 7,128.00	USD 0.00	USD 7,128.00
4	50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	USD 350.00	USD 1,400.00	USD 0.00	USD 1,400.00
6	50074	AXON TOUCH PANEL SOFTWARE MAINTENANCE ANNUAL PAYMENT	USD 300.00	USD 1,800.00	USD 0.00	USD 1,800.00
Year 3- INTERVIEW ROOM Total Before Discounts:						USD 10,328.00
Year 3- INTERVIEW ROOM Net Amount Due:						USD 10,328.00

Year 4- FLEET

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
2	74070	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 4 PAYMENT	USD 600.00	USD 1,200.00	USD 0.00	USD 1,200.00
62	85734	FLEET UNLIMITED PACKAGE, YEAR 4 PAYMENT	USD 1,188.00	USD 73,656.00	USD 0.00	USD 73,656.00
Year 4- FLEET Total Before Discounts:						USD 74,856.00
Year 4- FLEET Net Amount Due:						USD 74,856.00

Year 4- AF2

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
25	85054	TASER ASSURANCE PLAN AXON FLEX ANNUAL PAYMENT	USD 276.00	USD 6,900.00	USD 0.00	USD 6,900.00
5	50140	AXON CONVERT SUPPORT AND MAINTENANCE	USD 350.00	USD 1,750.00	USD 0.00	USD 1,750.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
3	50136	AXON FIVE PROFESSIONAL SUPPORT AND MAINTENANCE	USD 975.00	USD 2,925.00	USD 0.00	USD 2,925.00
Year 4- AF2 Total Before Discounts:						USD 11,575.00
Year 4- AF2 Net Amount Due:						USD 11,575.00

Year 4- INTERVIEW ROOM

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
6	50058	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 4 PAYMENT	USD 1,188.00	USD 7,128.00	USD 0.00	USD 7,128.00
4	50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	USD 350.00	USD 1,400.00	USD 0.00	USD 1,400.00
6	50074	AXON TOUCH PANEL SOFTWARE MAINTENANCE ANNUAL PAYMENT	USD 300.00	USD 1,800.00	USD 0.00	USD 1,800.00
Year 4- INTERVIEW ROOM Total Before Discounts:						USD 10,328.00
Year 4- INTERVIEW ROOM Net Amount Due:						USD 10,328.00

Year 5- FLEET

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
2	74071	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 5 PAYMENT	USD 600.00	USD 1,200.00	USD 0.00	USD 1,200.00
62	85735	FLEET UNLIMITED PACKAGE: YEAR 5 PAYMENT	USD 1,188.00	USD 73,656.00	USD 0.00	USD 73,656.00
Year 5- FLEET Total Before Discounts:						USD 74,856.00
Year 5- FLEET Net Amount Due:						USD 74,856.00

Year 5- AF2

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
25	85054	TASER ASSURANCE PLAN AXON FLEX ANNUAL PAYMENT	USD 276.00	USD 6,900.00	USD 0.00	USD 6,900.00
5	50140	AXON CONVERT SUPPORT AND MAINTENANCE	USD 350.00	USD 1,750.00	USD 0.00	USD 1,750.00
3	50136	AXON FIVE PROFESSIONAL SUPPORT AND MAINTENANCE	USD 975.00	USD 2,925.00	USD 0.00	USD 2,925.00
Year 5- AF2 Total Before Discounts:						USD 11,575.00
Year 5- AF2 Net Amount Due:						USD 11,575.00

Year 5-INTERVIEW ROOM

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
6	50059	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 5 PAYMENT	USD 1,188.00	USD 7,128.00	USD 0.00	USD 7,128.00
4	50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	USD 350.00	USD 1,400.00	USD 0.00	USD 1,400.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT	NET TOTAL
1	20172	AXON TOUCH CANEL SOFTWARE MAINTENANCE ANNUAL PAYABLE	USD 311.30	USD 1,360.00	USD 0.00	USD 1,360.00
Quote 5-DTL-1051609 RCOV Cost Before Discount:						USD 10,329.00
Quote 5-DTL-1051609 RCOV Net Amount Due:						USD 10,329.00
Subtotal						USD 537,799.08
Estimated Shipping & Handling Cost						USD 529.92
Grand Total						USD 538,329.00

Hardware Shipping Estimate

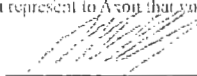
Typically, hardware shipment occurs between 4 - 6 weeks after purchase date. Product availability for new or high demand products may impact delivery time.

All discounts will expire after 12/31/17

Axon Enterprise, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and Axon's Master Services and Purchasing Agreement posted at <https://www.axon.com/legal/sales-terms-and-conditions>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature:



Date:

12-20-17

Name (Print):

Mike VanLouski

Title:

Chief of Police

POA (if needed):

Quote: Q-145947-5

Please sign and email to Stefan Schurman at sschurman@axon.com or fax to

THANK YOU FOR YOUR BUSINESS!

Protect Life and *PASER* are registered trademarks of Axon Enterprise, Inc., registered in the U.S.
© 2013 Axon Enterprise, Inc. All rights reserved.

Draft #6
April 17, 2018

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO AMEND
CHAPTER 608, SECTION 608.04 OF THE LANSING CODIFIED ORDINANCES,
RESTRICTING SALE AND CONSUMPTION OF ALCOHOL ON PUBLIC PROPERTY BY
ALLOWING SALE AND CONSUMPTION OF ALCOHOL AT THE SOUTH WASHINGTON
OFFICE COMPLEX (SWOC), SUBJECT TO RESTRICTIONS ON SALE AND
CONSUMPTION OF ALCOHOL IN PARKS, AND DELETING THE SCOTT HOUSE AS A
PERMITTED LOCATION.

THE CITY OF LANSING ORDAINS:

Section 1. That Section 608.04 of the Codified Ordinances of the City of Lansing,
Michigan, be and is hereby amended to read as follows:

608.04. Restrictions on sale and consumption on public property.

(a) No person shall:

(1) Sell, consume or possess in an open container alcoholic beverages in the public streets,
public places, parks, alleys, sidewalks, City-owned parking facilities or the Turner-Dodge House,
except as provided in this section; or

(2) Sell, consume or possess in an open container alcoholic beverages in a private parking lot or
facility, including, but not limited to, shopping center parking lots or parking areas adjacent to
commercial establishments which are utilized by patrons of the commercial establishment, unless
such person has in his or her possession, in writing, the express permission or consent of the
owner or lessee, or the lawful agent of the owner or lessee, of such lot or facility. This paragraph
shall not apply to any event sponsored or authorized in writing by the owner or lessee of such
premises.

(b) Beer or wine may be sold and/or consumed in City parks, upon approval of the Mayor, if:

(1) For sales of beer and wine, a special license for such sale is obtained from the Michigan Liquor Control Commission and if the Mayor approves the license application prior to the issuance of the license. Approval by the Mayor shall be granted only if the license is to be utilized in conjunction with a City-approved cultural, ethnic or community activity open to the public or if the license is to be utilized in conjunction with a City-approved tourist or convention activity; or

(2) For consumption only, where no sales occur, approval is granted for the consumption of beer and wine at a City-approved cultural, ethnic or community activity open to the public, or in conjunction with a City-approved tourist or convention activity, provided that with respect to either the sale of beer and wine, or consumption, where no sales occur, the requirements set forth in subsections (g), (h) and (i) hereof are met.

(3) Prior Mayoral approval shall not be required for the sale and/or consumption of beer and wine at the Turner-Dodge House, Scott Park, Cooley Gardens ~~AND~~ SOUTH WASHINGTON OFFICE COMPLEX, AND FENNER NATURE CENTER, however, with regard to the South Washington Office Complex such sale and/or consumption of beer and wine may only occur at non-profit events.

(c) Notwithstanding the limitations set forth in subsection (b) hereof, beer or wine may be sold for consumption at Kircher Field or Ranney Field if a special license for such sale is obtained from the Michigan Liquor Control Commission and if the Mayor approves the license application prior to the issuance of the license. Approval of the Mayor shall be granted for the sale and/or consumption of beer and wine at Kircher Field or Ranney Field only in conjunction

1 with City-approved district, State, regional or national adult athletic tournaments and if the
2 requirements set forth in subsections (g), (h), and (i) hereof are met.

3 (d) Notwithstanding the limitations set forth in subsection (b) hereof, beer or wine may be sold
4 for consumption, and may be consumed, within the grounds of the Turner-Dodge House,
5 Scott ~~House and~~ Park, OR Cooley Gardens, ~~or Fenner Nature Center~~, provided that all permits
6 required by the Department of Parks and Recreation have been obtained, a special license, if
7 applicable, has been obtained from the Michigan Liquor Control Commission, and the
8 requirements set forth in subsections (g), (h), and (i) hereof are met. Rental fees for the Turner-
9 Dodge House, the Scott ~~House and~~ Park, OR Cooley Gardens, ~~or Fenner Nature Center~~ shall be
10 set by resolution of Council. Use of the Turner-Dodge House, Scott ~~House and~~ Park, OR Cooley
11 Gardens, ~~or Fenner Nature Center~~ in conjunction with the sale of beer or wine for consumption
12 shall not be limited to public events, but may also include private events.

13 (e) Beer or wine may be sold for consumption within the concession area or any other area
14 within the perimeter of the Groesbeck Golf Course, provided that, if sold, a license for such sale
15 has been obtained from the Michigan Liquor Control Commission, and provided, further, that
16 any such consumption or sale shall be contingent upon approval by the Department of Parks and
17 Recreation and subject to such rules or restrictions as the Department may establish.

18 (f) Sale and consumption of alcoholic beverages may occur within the concession area or any
19 other area within the City Market or its environs, provided that, if sold, a license for such sale
20 has been obtained from the Michigan Liquor Control Commission and the sale and for
21 consumption occurs within a clearly demarcated area in compliance with the license, and
22 provided, further, that any such sales for consumption shall be contingent upon approval by the
23 Lansing Entertainment and Public Facilities Authority (LEPFA) and subject to such rules or

1 restrictions as LEPFA may establish. Notwithstanding section (i) herein, any such applicant shall
2 file with the City Clerk proof of a personal injury and property damage insurance policy insuring
3 such applicant against any liability imposed on such applicant or the City arising out of the sale
4 or consumption of alcoholic beverages, and naming the City and LEPFA as additional insureds.
5 Such policy shall provide for payment in the event of injury to or death of one person or more
6 than one person, and for the payment for property damage in amounts set by Council resolution
7 on the basis of recommendations by the Finance Department. This requirement may be waived
8 or the amounts of such required insurance reduced by resolution of Council finding that such a
9 reduction or waiver is in the public interest.

10 (g) Beer or wine may be sold for consumption within the streets, alleys, sidewalks and public
11 places within the boundaries of the Downtown Mall and environs, as defined in Section 812.01
12 of the Business Regulation and Taxation Code, provided that the following conditions are
13 satisfied:

14 (1) The request has been approved by the Mayor.

15 (2) The individual, group or organization making the application obtains a special license for
16 such sale and consumption from the Michigan Liquor Control Commission.

17 (3) The individual, group or organization has complied with subsections (g), (h), (i) and (j)
18 hereof.

19 (4) Any other conditions which the Mayor may require have been met.

20 (h) The City Clerk shall provide a form on which the applicant shall provide the following
21 information:

22 (1) The name and address of the applicant;

23 (2) The name of the organization, if applicable;

- 1 (3) The type of event;
- 2 (4) The date of the application;
- 3 (5) The date and time of the event planned;
- 4 (6) The purpose of the event;
- 5 (7) The estimated number of persons attending;
- 6 (8) The name of the insurance company, if applicable, from which the necessary public liability
- 7 policy will be or has been obtained;
- 8 (9) Proof that the proper rental fee has been paid, if applicable; and
- 9 (10) The security measures which the applicant proposes to utilize.

10 Upon the applicant's payment of an application fee, as determined by resolution of Council, the
11 City Clerk shall forward the completed application form to the Police Department and to the
12 Department of Parks and Recreation for review.

13 (i) Whenever a special license for the sale and/or consumption of beer or wine in City parks, or
14 within the Downtown Mall and environs or upon the grounds of the Turner-Dodge House,
15 Scott House and Park, Cooley Gardens, or Fenner Nature Center is required, the applicant shall
16 file with the City Clerk proof of a personal injury and property damage insurance policy insuring
17 such applicant against any liability imposed on such applicant or the City arising out of the sale
18 or consumption of beer or wine. Such policy shall provide for payment in the event of injury to
19 or death of one person or more than one person, and for payment for property damage in
20 amounts set by Council resolution on the basis of recommendations by the Finance Department.
21 Such policy shall have a provision to the effect that the insurance company shall notify the City
22 Clerk at least ten days prior to the expiration of such policy. However, this requirement may be

1 waived or the amounts of such required insurance reduced by resolution of Council finding that
2 such a reduction or waiver is in the public interest.

3 (j) The applicant shall be solely responsible for providing adequate security, in the form of
4 adequate personnel and fencing, as determined by the Department of Parks and Recreation.
5 Approval by the Department of the applicant's plan for security shall be obtained prior to any
6 application being approved or any event being scheduled.

7 (k) No person shall sell or dispense beer or wine for consumption in City parks, in any
8 container other than a paper or plastic container. No person shall sell or dispense beer or wine for
9 consumption within the Turner-Dodge House in any container other than a paper or plastic
10 container unless prior written permission has been received from the Department of Parks and
11 Recreation.

12 (l) (1) Notwithstanding any provision set forth in this Section 608.04 to the contrary, beer or
13 wine may be sold for consumption on the premises, and may be consumed, at public or private
14 events or functions within the grounds of the Potter Park Zoo Exploration and Discovery Center
15 and Plaza, provided:

16 a. Dispensing of beer or wine shall be conducted by persons or entities not affiliated with Potter
17 Park Zoo or any of its auxiliary organizations;

18 b. No beer or wine may be sold or dispensed during hours when the Potter Park Zoo is open to
19 the general public;

20 c. For sales of beer or wine for consumption on the premises an appropriate license shall be
21 obtained from the Michigan Liquor Control Commission; furthermore, prior mayoral approval is
22 required, which approval shall only be granted in conjunction with a City-approved cultural,

1 ethnic or community activity open to the public, or in conjunction with a City-approved tourist or
2 convention activity;

3 d. Intoxicating liquors (i.e. distilled rather than fermented alcoholic beverages) may not be sold
4 on the premises.

5 (2) Commencing July 1, 2001, rental fees for the Potter Park Zoo Exploration and Discovery
6 Center and Plaza shall be set by resolution of City Council.

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

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

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

14
15 Approved as to form:

16
17
18 _____
19 City Attorney

20 Dated: _____
21
22
23
24

**CITY OF LANSING
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a Public Hearing will be held on Monday, _____ 2018 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 Chapter 608, Section 608.04 of the Lansing Codified Ordinances, restricting sale and consumption of alcohol on public property by allowing sale and consumption of alcohol at the South Washington Office Complex (SWOC), subject to restrictions on sale and consumption of alcohol in parks, and deleting the scott house as a permitted location.

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

**CITY OF LANSING
SUMMARY OF
ADOPTED ORDINANCE # XXXX**

Lansing City Council adopted an Ordinance of the City of Lansing, Michigan to add Chapter 608, Section 608.04 of the Lansing Codified Ordinances to restricting sale and consumption of alcohol on public property by allowing sale and consumption of alcohol at the South Washington Office Complex (SWOC), subject to restrictions on sale and consumption of alcohol in parks, and deleting the Scott House as a permitted location.

Effective date: Upon publication

Notice: The full text of this Ordinance is available for review at the City Clerk's Office, 9th Floor, City Hall, Lansing, Michigan. A copy of the full text of this Ordinance may be obtained from the City Clerk's Office, 9th Floor, City Hall, Lansing, Michigan at a fee determined by City Council.

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

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

WHEREAS, the Mayor made the reappointments to various Boards as stated below:

Board of Police Commissioners:

Patricia A. Farhat , as an At-Large Member for a term to expire June 30,2022; and

Capital Area District Library:

Vern L. Johnson, as a City of Lansing Member for a term to expire April 15, 2022; and

Capital Region Airport Authority:

Greg Ward, as a City of Lansing Member for a term to expire April 15, 2022; and

WHEREAS, the Mayor's office has verified that the nominees has been vetted and meets the qualifications as required by the City Charter; and

WHEREAS, the Committee _____ took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the reappointments to various Boards as stated below:

Board of Police Commissioners:

Patricia A. Farhat , as an At-Large Member for a term to expire June 30,2022; and

Capital Area District Library:

Vern L. Johnson, as a City of Lansing Member for a term to expire April 15, 2022; and

Capital Region Airport Authority:

Greg Ward, as a City of Lansing Member for a term to expire April 15, 2021; and

.

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

WHEREAS, the Mayor made the appointment of Cara Nader of 519 S. Jenison Avenue, Lansing, MI 48915 as a Business Owner Member of the Downtown Lansing, Inc. Board for a term to expire June 30,2020; and

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

WHEREAS, the Committee _____ took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Cara Nader of 519 S. Jenison Avenue, Lansing, MI 48915 as a Business Owner Member of the Downtown Lansing, Inc. Board for a term to expire June 30,2020.

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

WHEREAS, the Mayor made the appointment of Elaine M. Barr of 519 S. Jenison Avenue, Lansing, MI 48915 as a Member of the Michigan Avenue Corridor Improvement Authority for a term to expire June 30,2019; and

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

WHEREAS, the Committee _____ took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Elaine M. Barr of 519 S. Jenison Avenue, Lansing, MI 48915 as a Member of the Michigan Avenue Corridor Improvement Authority for a term to expire June 30,2019.

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

WHEREAS, the Mayor made the appointment of James Tischler of 329C S> Washington Square, Lansing, MI 48910 as a City of Lansing Member of the Local Development Finance Authority for a term to expire June 30,2020; and

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

WHEREAS, the Committee _____ took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of James Tischler of 329C S> Washington Square, Lansing, MI 48910 as a City of Lansing Member of the Local Development Finance Authority for a term to expire June 30,2020.

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

WHEREAS, the Mayor made the appointment of Jonathon T. Lukco of 727 N. Capitol Avenue, Apt. 104, Lansing, MI 48906 as a Member of the Saginaw Street Corridor Improvement Authority for a term to expire June 30, 2019; and

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

WHEREAS, the Committee _____ took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Jonathon T. Lukco of 727 N. Capitol Avenue, Apt. 104, Lansing, MI 48906 as a Member of the Saginaw Street Corridor Improvement Authority for a term to expire June 30, 2019.

.

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

WHEREAS, the Mayor made the appointment of Michael J. Ruddock of 107 S. Homer Street, Lansing, MI 48912 as an At-Large Member of the Park Board for a term to expire June 30,2022; and

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

WHEREAS, the Committee _____ took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Michael J. Ruddock of 107 S. Homer Street, Lansing, MI 48912 as an At-Large Member of the Park Board for a term to expire June 30,2022.

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

WHEREAS, the Mayor made the appointment of Tricia G. Kinley of 2133 Moores River Drive, Lansing, MI 48910 as a At-Large Member of the Income Tax Board of Review for a term to expire June 30, 2022; and

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

WHEREAS, the Committee _____ took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Tricia G. Kinley of 2133 Moores River Drive, Lansing, MI 48910 as a At-Large Member of the Income Tax Board of Review for a term to expire June 30, _____ ?

**OFFICE OF THE CITY ATTORNEY****MEMORANDUM**

To: CHRIS SWOPE, Clerks Office

From: VENUS KUMAR, Paralegal

Subject: SPECIAL ASSESSMENTS CLAIM; M&T Bank, Chip Nolan
Date of Incident: March 5, 2018

Date: April 17, 2018

Attached is a Claim Form received by this office from M&T Bank for \$4,064.00 due to Trash, violations at 2026 Harding Ave.

This claim is being referred to General Services for consideration on the City Council's agenda because this claim exceeds \$2,500.00.

Thank you for your assistance.

/vmk
Attachments



City of Lansing

OFFICE OF THE CITY ATTORNEY

1564

Claims Review Committee Form

(Commonly including: Grass, Trash, Weeds and Board-Up Violations)

NAME: Chip Nolan, Banking Officer, Property Preservation Escalations Manager, M&T Bank DATE: 6 April 2018

MAILING ADDRESS: 475 CrossPoint Parkway EMAIL: p&pescalations@mtb.com

CITY: Getzville STATE: New York ZIP CODE: 14068

TELEPHONE: Home () _____ Work (716) 343-6260

Please provide the following information on the incident(s) for which you are filing a claim. WE MAY NOT BE ABLE TO PROCESS YOUR CLAIM IF YOU DO NOT PROVIDE ALL OF THE INFORMATION BELOW.

ADDRESS: 2026 Harding Avenue PARCEL NO. 33-01-01-27-132-071

DATE OF INCIDENT: 14 March 2018 AMOUNT YOU WERE BILLED: \$4,064

TOTAL AMOUNT YOU ARE CONTESTING: \$4,064

TYPE OF ASSESMENT: Trash - Admin Fee, Trash - Contractor Charge (Invoice No. 00109344, Record No. E18-01172)

Please give a detailed description of the circumstances surrounding the incident, including why you feel the City should not have charged you this fee. You may attach additional pages or documentation to this form as needed.

M&T Bank completed a foreclosure sale of the subject property on July 20, 2017. The redemption period under Michigan State Law expired as of January 22, 2018. Because the property remained occupied by the previous homeowner, M&T undertook eviction proceedings. Possession of the subject property was not granted to M&T Bank until 15 March 2018, the day after the debris was removed by the City of Lansing. Because M&T Bank was not in legal possession of the subject property to be able to abate the nuisance prior to the debris being removed by the City on 14 March 2018, M&T respectfully requests the removal of the \$4,064 fee assessed to M&T Bank.

A description of the claims review process is available on our website at: http://www.lansingmi.gov/attorney/Claims_review_process.jsp



CITY OF LANSING

316 N. CAPITOL SUITE C2

Lansing, MI 48933

Ph: (517) 483-4361

Fax: (517) 377-0100

Bill To:

LAKEVIEW LOAN SERVICING LLC

1 FOUNTAIN PLAZA

BUFFALO, NY 14203

DUE DATE 04/20/2018

INVOICE

03/26/2018

TOTAL AMOUNT DUE

\$ 4,064.00



Invoice Number	Record No.	Address	Amount Due
00109344	E18-01172	2026 HARDING AVE	\$4064.00

03/21/2018

Trash - Admin Fee

Trash - Contractor Charge

TOTAL DUE

\$4064.00

Questions regarding this invoice: Contact **CODE COMPLIANCE** at 517.483.4361

Payment Information:

- Make checks payable to: City of Lansing
- Mail payments or pay in person at:
City of Lansing Treasurers Office
124 W Michigan Ave 1st Fl
Lansing MI 48933
- In order to assure proper credit, please send the top portion of this bill along with your payment.
- Payment in full is due within 30 days from the billing date
- Any unpaid balance remains as a lien against this property and will be added to the next property tax bill.

Appeals Process:

If you intend to appeal this nuisance fee, you or your agent must file a written protest with the Claims Review Committee within 30 days after the nuisance fee is placed on the July or December Tax Roll. Claims forms are available in the City Attorney's Office and the City of Lansing's web address: www.lansingmi.gov. Return completed claim to: Lansing City Attorney's Office, 124 West Michigan Ave 5th Fl, Lansing, MI 48933

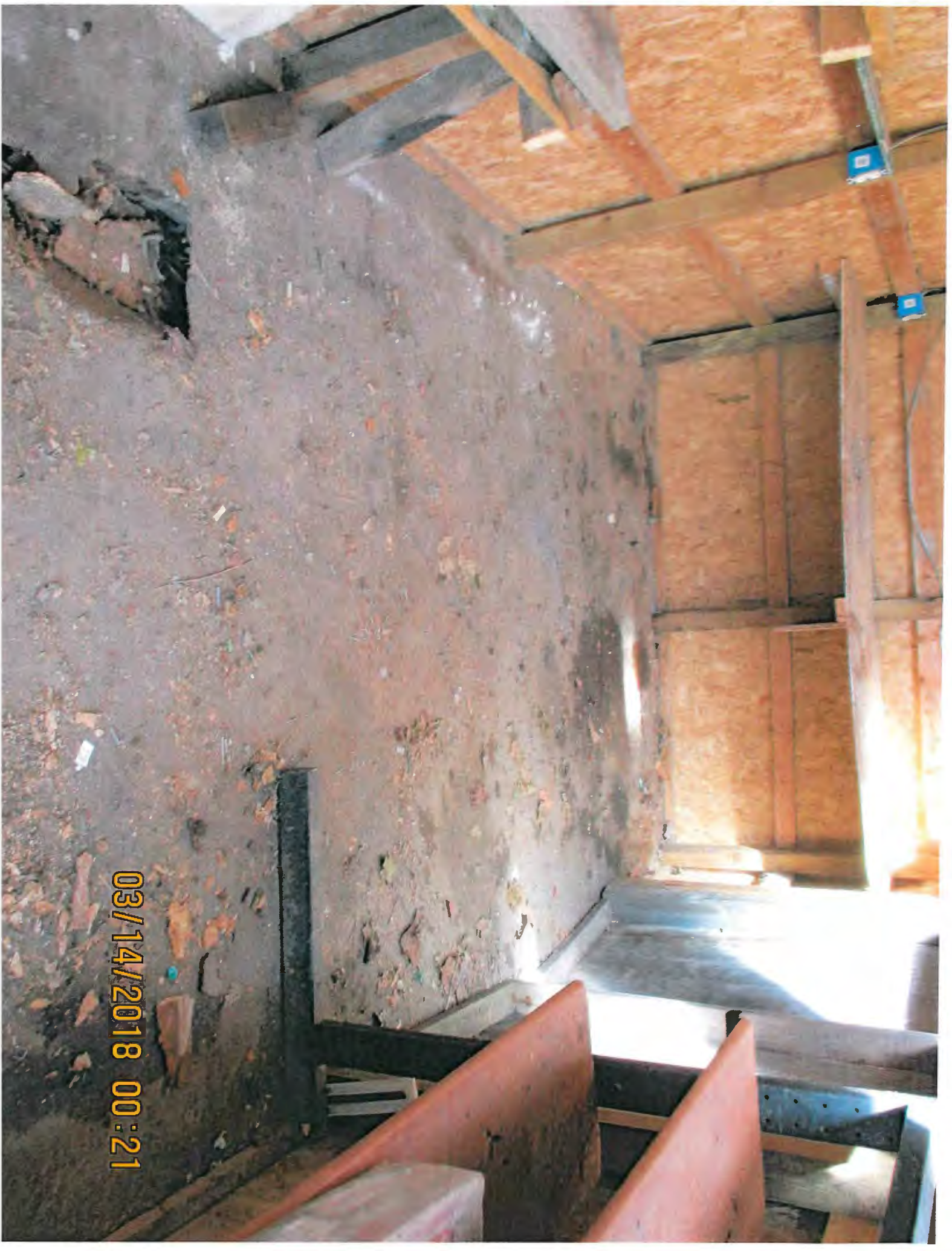
Other Information:

- July property taxes are due and payable on or before August 31st. December property taxes are due and payable on or before February 14th.
- For Red Tag Monitoring Fees Only -- invoices not paid within 30 days are subject to a 5% penalty which will be applied on the 31st day.

By Authority of the Lansing City Council - Ordinance Numbers 655, 676, 1060.08 and 1460.04

Payments may be made online or in person Monday thru Thursday 8:00 a.m. - 4:30 p.m., at the above address or by mail

03/14/2018 00:21



03/14/2018 00:21



03/14/2018 00:22



03/14/2018 00:22



03/14/2018 00:22



03/14/2018 00:30





03/14/2018 00:30

03/14/2018 00:30





03/14/2018 08:30

03/14/2018 08:33





03/14/2018 08:33

03/14/2018 08:34



03/14/2018 08:34





03/14/2018 08:34



03/14/2018 08:34

03/14/2018 08:35





03/14/2018 08:35







03/14/2018 08:35



03/14/2018 08:35



03/14/2018 08:36



03/14/2018 08:36

03/14/2018 08:36



03/14/2018 08:36



03/14/2018 08:36





03/14/2018 08:37

03/14/2018 08:37



03/14/2018 08:58



03/14/2018 09:09





03/14/2018 09:18



03/14/2018 09:18



03/14/2018 09:23



03/14/2018 09:28

03/14/2018 09:28



03/14/2018 09:28



03/14/2018 09:28





03/14/2018 12:28

03/14/2018 12:48



03/14/2018 00:20





03/14/2018 00:20

03/14/2018 00:20





03/14/2018 00:21



03/14/2018 00:21

03/14/2018 00:21



03/14/2018 00:21



DATE: 4/12/2018

PPN: 33-01-01-27-132-071
 DATE SUBMITTED: 4/09/2018
 ADDRESS OF VIOLATION: 2026 Harding Avenue
 LISTED TAXPAYER OF RECORD: Lakeview Loan Servicing LLC
 OTHER TAXPAYER OF RECORD:
 CLAIMANT: M & T Bank
 CLAIMANT'S ADDRESS: 475 CrossPoint Parkway
 Getzville, NY 14068

1564

TYPE OF ACTIONS CONTESTED: Trash Removal
 VIOLATION DATE: 3/05/2018
 NOTIFICATION DATE: 3/05/2018
 2ND NOTICE ASSESSMENT DATE:
 AMOUNT OF ASSESSMENT: \$4,064.00
 CONTRACTOR NAME - INVOICE NO. - DATE: Crutcher 18-T059 3/14/2018
 AMOUNT OF CLAIM: \$4,064.00

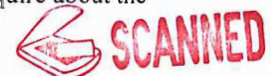
ADDITIONAL ACTIONS CONTESTED:
 VIOLATION DATE:
 NOTIFICATION DATE:
 2ND NOTICE ASSESSMENT DATE:
 AMOUNT OF ASSESSMENT:
 CONTRACTOR NAME - INVOICE NO. - DATE:
 AMOUNT OF CLAIM:
 MEMO DATE - INVOICE NO.:

HISTORY: Trash
 Violation
 3/05/2018

CITATIONS IN PREVIOUS YEAR:	Trash Violation 3/14/2017 Failure to Comply 8/18/2017	Front Yard Parking 6/15/2017	Exterior 6/16/2017	Trash Violation 6/16/2017
-----------------------------	--	------------------------------------	-----------------------	---------------------------------

CLAIMANT'S CIRCUMSTANCES: See Attached

CODE OFFICER'S NOTES: This property was cited for a trash violation on 3/05/2018 with a compliance due date of 3/12/2018. Proper notice was sent to taxpayer of record and at no time was our office contacted for an extension of the compliance due date. The contractor arrived on 3/14/2018 the violations were still present and the property was cleaned. The claimant did not have the right to remove belongings from within the home but they could have removed the violations that were outside in order to avoid an assessment or at a minimum they could have contacted our office to inquire about the violation and possible extension therefore this office recommends denial of the claim.



RECEIVED APR 09 2018



City of Lansing

OFFICE OF THE CITY ATTORNEY

1564

Claims Review Committee Form

(Commonly including: Grass, Trash, Weeds and Board-Up Violations)

NAME: Chip Nolan, Banking Officer, Property Preservation Escalations Manager, M&T Bank DATE: 6 April 2018

MAILING ADDRESS: 475 CrossPoint Parkway EMAIL: p&pescalations@mtb.com

CITY: Getzville STATE: New York ZIP CODE: 14068

TELEPHONE: Home () _____ Work (716) 343-6260

Please provide the following information on the incident(s) for which you are filing a claim. WE MAY NOT BE ABLE TO PROCESS YOUR CLAIM IF YOU DO NOT PROVIDE ALL OF THE INFORMATION BELOW.

ADDRESS: 2026 Harding Avenue PARCEL NO. 33-01-01-27-132-071

DATE OF INCIDENT: 14 March 2018 AMOUNT YOU WERE BILLED: \$4,064

TOTAL AMOUNT YOU ARE CONTESTING: \$4,064

TYPE OF ASSESSMENT: Trash - Admin Fee, Trash - Contractor Charge (Invoice No. 00109344, Record No. E18-01172)

Please give a detailed description of the circumstances surrounding the incident, including why you feel the City should not have charged you this fee. You may attach additional pages or documentation to this form as needed.

M&T Bank completed a foreclosure sale of the subject property on July 20, 2017. The redemption period under Michigan State
State Law expired as of January 22, 2018. Because the property remained occupied by the previous homeowner, M&T undertook
eviction proceedings. Possession of the subject property was not granted to M&T Bank until 15 March 2018, the day after the
debris was removed by the City of Lansing. Because M&T Bank was not in legal possession of the subject property to be able
to abate the nuisance prior to the debris being removed by the City on 14 March 2018, M&T respectfully requests the removal
of the \$4,064 fee assessed to M&T Bank.

A description of the claims review process is available on our website at: http://www.lansingmi.gov/attorney/Claims_review_process.jsp

**CITY OF LANSING**

316 N. CAPITOL SUITE C2

Lansing, MI 48933

Ph: (517) 483-4361

Fax: (517) 377-0100

DUE DATE 04/20/2018

INVOICE

03/26/2018

Bill To:

LAKEVIEW LOAN SERVICING LLC

1 FOUNTAIN PLAZA

BUFFALO, NY 14203

TOTAL AMOUNT DUE**\$ 4,064.00**

Invoice Number	Record No.	Address	Amount Due
00109344	E18-01172	2026 HARDING AVE	\$4064.00

03/21/2018

Trash - Admin Fee

Trash - Contractor Charge

TOTAL DUE**\$4064.00****Questions regarding this invoice: Contact CODE COMPLIANCE at 517.483.4361****Payment Information:**

- Make checks payable to: City of Lansing
- Mail payments or pay in person at:
City of Lansing Treasurers Office
124 W Michigan Ave 1st Fl
Lansing MI 48933
- In order to assure proper credit, please send the top portion of this bill along with your payment.
- Payment in full is due within 30 days from the billing date
- Any unpaid balance remains as a lien against this property and will be added to the next property tax bill.

Appeals Process:

If you intend to appeal this nuisance fee, you or your agent must file a written protest with the Claims Review Committee within 30 days after the nuisance fee is placed on the July or December Tax Roll. Claims forms are available in the City Attorney's Office and the City of Lansing's web address: www.lansingmi.gov. Return completed claim to: Lansing City Attorney's Office, 124 West Michigan Ave 5th Fl, Lansing, MI 48933

Other Information:

- July property taxes are due and payable on or before August 31st. December property taxes are due and payable on or before February 14th.
- For Red Tag Monitoring Fees Only -- invoices not paid within 30 days are subject to a 5% penalty which will be applied on the 31st day.

By Authority of the Lansing City Council - Ordinance Numbers 655, 676, 1060.08 and 1460.04

Payments may be made online or in person Monday thru Thursday 8:00 a.m. - 4:30 p.m., at the above address or by mail

Eric's Refuse LLC
P.O. Box 16035
Lansing, MI 48901 US
ericsrefuse@hotmail.com

INVOICE

BILL TO

Lansing Fire Department
316 N Capitol, Ste. C-1
Lansing, MI 48933-1238

INVOICE # 1616

DATE 03/18/2018

PROPERTY ADDRES
2026 Harding ave

PARCEL NUMBER
33-01-01-27-132-071

ACTIVITY	QTY	RATE	AMOUNT
city:1hour 3 yards first hour and 3 cubic yards	1	175.00	175.00
city:add hours any hours after 1	15	150.00	2,250.00
city:add cy any after 3	27	22.00	594.00
city:class 2 construction material after 3	30	26.00	780.00

3/14/18
60yards
Two trucks five guys. We cleaned
entire property. Carport was full
of stuff.we also took apart the
deteriorated car port.

BALANCE DUE

\$3,799.00



Nuisance Fees
City of Lansing Treasurers Office
124 W Michigan Ave 1st Floor
Lansing, MI 48933
Ph: (517) 483-4361 Fx: (517) 377-0169

Nuisance Fee Billing Statement

Date Created: 03/21/2018

Due Date: 04/20/2018

Pay Invoice In Full



LAKEVIEW LOAN SERVICING LLC
1 FOUNTAIN PLAZA
BUFFALO NY 14203

Inv Number: 00109344

Parcel: 33-01-01-27-132-071

Address: 2026 HARDING AVE



Parcel: 33-01-01-27-132-071

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00109344		E18-01172	2026 HARDING AVE	\$4,064.00
Fee Details:		Quantity	Description	Balance
		1.000	Trash - Admin Fee	\$ 265.00
		3799.000	Trash - Contractor Charge	\$ 3,799.00
Total Amount Due				\$ 4,064.00

Questions regarding this invoice: Contact **CODE ENFORCEMENT** at 517.483.4361

Payment Information:

- Make checks payable to: City of Lansing
- Mail payments or pay in person at:
City of Lansing Treasurers Office
124 W Michigan Ave 1st Fl
Lansing MI 48933
- In order to assure proper credit, please send the top portion of this bill along with your payment.
- Payment in full is due within 30 days from the billing date
- Any unpaid balance remains as a lien against this property and will be added to the next property tax bill.

Appeals Process:

If you intend to appeal this nuisance fee and it is attached to your tax bill, you or your agent must file a written protest with the Claims Review Committee within 30 days after the nuisance fee is placed on the July or December Tax Roll. Claims forms are available in the City Attorney's Office and the City of Lansing's web address: www.lansingmi.gov. Return completed claim to: Lansing City Attorney's Office, 124 West Michigan Ave 5th Fl, Lansing, MI 48933

Other Information:

- July property taxes are due and payable on or before August 31st. December property taxes are due and payable on or before February 14th.
- For Red Tag Monitoring Fees Only – invoices not paid within 30 days are subject to a 5% penalty which will be applied on the 31st day.

By Authority of the Lansing City Council - Ordinance Numbers 655, 676, 1060.08 and 1460.04

Payments may be made online or in person Monday thru Friday 8:00 a.m. - 4:30 p.m., at the above address or by mail



Andy Schor, Mayor

Economic Development & Planning Code Enforcement Office

316 N. Capitol, Ste C-1, Lansing, MI 48933-1238
(517) 483-4361 FAX (517) 377-0100

TRASH AND DEBRIS CORRECTION NOTICE

LAKEVIEW LOAN SERVICING LLC
1 FOUNTAIN PLAZA
BUFFALO, NY 14203

Violation Date: 03/05/2018
Violation Location: 2026 HARDING AVE
Parcel No: 33-01-01-27-132-071
Compliance Due Date: March 12, 2018

You are hereby notified that this Office has found a violation of the City of Lansing Housing Code Section 302 EXTERIOR PROPERTY at the above referenced location.

Violation: Barrel/Bucket/Crate debris

Violation: Brick debris

Violation: Deteriorated building materials

Violation: Paper/Glass/Plastic/Metal/Cardboard debris

Violation: Trash found in bags/boxes

Violation: Plastic Container(s) debris

Violation: Deteriorated metal product

Violation: Deteriorated Appliance(s)

INSPECTOR COMMENTS: *Entire back yard.*

Failure to correct this violation by the Compliance Due Date shall cause this office to immediately hire a contractor to complete the cleanup. **If any other additional trash and/or debris (as defined in Section 302) is found on the premises by the contractor it will also be removed without additional notice.** The contractor's expenses plus a \$265.00 administrative services fee will be billed to you. If this bill is not paid within 30 days of the billing date, the amount will be assessed as a lien against your property. **Please be advised that, in an effort to discourage repeat offenses of this nature, the City will assess you an extra \$75.00 fee for each time there is an additional premise violation at the violation address above during this calendar year.** If you have any questions or concerns about complying within the time indicated, you may contact me Monday through Friday between the hours of 8-9 AM or 12-1 PM.

Pursuant to Section 107.2 of the IPMC, you have the right to appeal this notice of violation. In accordance with Section 106.3 any action taken by the City on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.



Andy Schor, Mayor

Economic Development & Planning Code Enforcement Office

316 N. Capitol, Ste C-1, Lansing, MI 48933-1238
(517) 483-4361 FAX (517) 377-0100

TRASH AND DEBRIS CORRECTION NOTICE

Occupant
2026 HARDING AVE
LANSING, MI 48910

Violation Date: 03/05/2018
Violation Location: 2026 HARDING AVE
Parcel No: 33-01-01-27-132-071
Compliance Due Date: March 12, 2018

You are hereby notified that this Office has found a violation of the City of Lansing Housing Code Section 302 EXTERIOR PROPERTY at the above referenced location.

Violation: Barrel/Bucket/Crate debris

Violation: Brick debris

Violation: Deteriorated building materials

Violation: Paper/Glass/Plastic/Metal/Cardboard debris

Violation: Trash found in bags/boxes

Violation: Plastic Container(s) debris

Violation: Deteriorated metal product

Violation: Deteriorated Appliance(s)

INSPECTOR COMMENTS: *Entire back yard.*

Failure to correct this violation by the Compliance Due Date shall cause this office to immediately hire a contractor to complete the cleanup. **If any other additional trash and/or debris (as defined in Section 302) is found on the premises by the contractor it will also be removed without additional notice.** The contractor's expenses plus a \$265.00 administrative services fee will be billed to you. If this bill is not paid within 30 days of the billing date, the amount will be assessed as a lien against your property. **Please be advised that, in an effort to discourage repeat offenses of this nature, the City will assess you an extra \$75.00 fee for each time there is an additional premise violation at the violation address above during this calendar year.** If you have any questions or concerns about complying within the time indicated, you may contact me Monday through Friday between the hours of 8-9 AM or 12-1 PM.

Pursuant to Section 107.2 of the IPMC, you have the right to appeal this notice of violation. In accordance with Section 106.3 any action taken by the City on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.



Andy Schor, Mayor

Economic Development & Planning Code Enforcement Office

316 N. Capitol, Ste C-1, Lansing, MI 48933-1238
(517) 483-4361 FAX (517) 377-0100

Trash Authorization Form

Submitted to: Eric Crutcher on 03/13/2018

TAXPAYER: LAKEVIEW LOAN SERVICING LLC, 1 FOUNTAIN PLAZA BUFFALO, NY 14203

Location of Work:

Enf Num: E18-01172

Address: 2026 HARDING AVE
Lot No:
Description:
Parcel No: 33-01-01-27-132-071

Remove Trash and Debris

Work Authorized:

Violation: Barrel/Bucket/Crate debris

Violation: Brick debris

Violation: Deteriorated building materials

Violation: Paper/Glass/Plastic/Metal/Cardboard debris

Violation: Trash found in bags/boxes

Violation: Plastic Container(s) debris

Violation: Deteriorated metal product

Violation: Deteriorated Appliance(s)

INSPECTOR COMMENTS: *Entire back yard.*

PLUS ANY OTHER INCIDENTAL TRASH / DEBRIS ON THE PROPERTY

Authorized Time required to complete work: 3

Authorized Cubic Yards: 10

This action is authorized by the Manager of Code Compliance

**OFFICE OF THE CITY ATTORNEY****MEMORANDUM**

To: City Clerk's Office

From: VENUS KUMAR, Legal Assistant

Subject: SPECIAL ASSESSMENTS CLAIM; Race Petroleum LLC (Sumbal, Ahsan)
Date of Incident: 2016-2017

Date: April 11, 2018

Attached is a Claim Form received by this office from Race Petroleum LLC (Ahsan Sumbal) for \$2,502.50 due to Red Tag Monitoring violation at 1718 Inverness Ave.

This claim is being referred to the Mayor's Office for consideration on the City Council's agenda because this claim exceeds \$2,500.00.

Thank you for your assistance.

/vmk
Attachments



City of Lansing

OFFICE OF THE CITY ATTORNEY

Claim Form – Special Assessments

1414

Please provide the following information so we can contact you regarding your claim.

NAME: Race petroleum LLC (Ahsan Sumbal) DATE: 4-11-17

MAILING ADDRESS: PO Box 683

CITY: Haslett STATE: MI. ZIP CODE: 48840

TELEPHONE: Home (517) 749-3261 (cell) Work (517) 749-3261 (cell)

Please provide the following information on the incident(s) for which you are filing a claim. IF YOU DO NOT PROVIDE ALL OF THE INFORMATION BELOW, WE MAY NOT BE ABLE TO PROCESS YOUR CLAIM.

ADDRESS: 1718 Inverness Ave PARCEL NO. 33-01-01-17-180-042

DATE OF INCIDENT: All of 2016 & 2017 AMOUNT YOU WERE BILLED: \$ 2502.50

TOTAL AMOUNT YOU ARE CONTESTING: \$ 2502.50

TYPE OF ASSESMENT: Tag monitoring.

Please give a detailed description of the circumstances surrounding the incident, including why you feel the City should not have charged you this fee. You may attach additional pages or documentation to this form as needed.

I feel the City of Lansing should not have charged me these fees as I was working on the house and investing money into it to make it livable. I had applied for and received permits for the work, a copy of Building permit is attached, I would have requested that I not be charged these fees but was unaware that these fees should not have been assessed to me until recently, when I was informed by a city employee.

A description of the claims review process is available on our website at: http://www.lansingmi.gov/attorney/Claims_review_process.jsp



Building Safety Office
Department of Planning and Neighborhood Development
316 North Capital Ave Suite C-1
Lansing, Michigan 48933-1238
(517) 483-4355

Building

Type

Permit Number:
PB16-0382

Applicant:

TIMOTHY CHAMBERS
5678 EDSON
Haslett MI 48840

Inverness

Applied: 04/13/2016
Issued: 04/14/2016
Expires: 10/11/2016
Finaled:

Status: ISSUED

THE BUILDING PERMIT OR COPY SHALL BE KEPT ON THE SITE OF THE WORK UNTIL COMPLETION OF THE PROJECT

LOCATION	OWNER	CONTRACTOR
0 1718 INVERNESS AVE 33-01-01-17-180-042 Zoning District:	RACE PETROLEUM L L C P O BOX 683 HASLETT MI 48840 Phone: Fax:	TIMOTHY CHAMBERS 5678 EDSON Haslett MI 48840 Phone: (517) 599 6373 Fax:

Inspector: Chad Wakley

(517) 483 4364 chad.wakley@lansingmi.gov

Work Description: DRYWALL

Stipulations:

Primary Constructions Type: 5B

Primary Zoning District:

Primary Use Group: R3

Project:

Permit Item	Work Type	Fee Basis	Item Total
Technology Fee	Standard Item	1.00	\$10.00
Res- \$1-\$2,000	Standard Item Residential	1.00	\$80.00
Fee Total:			\$90.00
Amount Paid:			\$90.00
Balance Due:			\$0.00

DATE: 4/27/2017

PPN: 33-01-01-17-180-042
DATE SUBMITTED: 4/11/2017
ADDRESS OF VIOLATION: 1718 Inverness Avenue
LISTED TAXPAYER OF RECORD: Race Petroleum LLC
OTHER TAXPAYER OF RECORD:
CLAIMANT: Race Petroleum LLC (Sumbal, Ahsan)
CLAIMANT'S ADDRESS: P.O. Box 683
Haslett, MI 48840

1414

TYPE OF ACTIONS CONTESTED:

Red Tag Monitoring
VIOLATION DATE: Monthly fees
NOTIFICATION DATE: Notified Monthly since
December of 2015
2ND NOTICE ASSESSMENT DATE:
AMOUNT OF ASSESSMENT: \$150.00 per month.
monitoring if not paid within
30 days \$7.50 late fee is
added
CONTRACTOR NAME - INVOICE NO. - DATE: City of Lansing Code
Enforcement 01/01/2016-
9/01/2016 starting again
AMOUNT OF CLAIM: \$2,502.50

ADDITIONAL ACTIONS CONTESTED:

VIOLATION DATE:
NOTIFICATION DATE:
2ND NOTICE ASSESSMENT DATE:
AMOUNT OF ASSESSMENT:
CONTRACTOR NAME - INVOICE NO. - DATE:
AMOUNT OF CLAIM:
MEMO DATE - INVOICE NO.:

HISTORY: Red Tagged 7/21/2014 Trash Violation 1/11/2016

CITATIONS IN PREVIOUS YEAR:

CLAIMANT'S CIRCUMSTANCES: See Attached

CODE OFFICER'S NOTES: This owner purchased this Red Tagged property at the Ingham County Tax auction on 7/27/2015. Our office went by this property monthly to verify if work was being done, ensuring the property remains vacant, and making sure the property is secured. Permits for repairs were not applied for until February of 2016. Simply applying for permits does not stop the monitoring work must be being done to have the tag removed. Several permits were applied for however inspections were not done and the permits were not finalized March of 2017. This office did not bill for the month of October 2016 when the a few rough inspections took place on the permits but did start billing again in November. Any time a Red Tag is removed our office replaces that tag which clearly has our phone number listed on the placard. Each month a billing statement was mailed to the owner which has our phone number on them, the claimant did receive these notifications as per our documentation that is included he made several payment with the City of Lansing Treasury department. The claimant made 19 separate payments and our records do not indicate that he ever attempted to contact our office as to what the bills were for or to his progress on the property. This office recommends denial of the claim.



City of Lansing

OFFICE OF THE CITY ATTORNEY

Claim Form – Special Assessments

1414

Please provide the following information so we can contact you regarding your claim.

NAME: Race petroleum LLC (Ansan Sumbal) DATE: 4-11-17
 MAILING ADDRESS: PO Box 683
 CITY: Hasslet STATE: Mi. ZIP CODE: 48840
 TELEPHONE: Home (517) 749-3261 (cell) Work (517) 749-3261 (cell)

Please provide the following information on the incident(s) for which you are filing a claim. IF YOU DO NOT PROVIDE ALL OF THE INFORMATION BELOW, WE MAY NOT BE ABLE TO PROCESS YOUR CLAIM.

ADDRESS: 1718 Inverness Ave PARCEL NO. 33-01-01-17-180-042
 DATE OF INCIDENT: All of 2016 & 2017 AMOUNT YOU WERE BILLED: \$ 2502.50
 TOTAL AMOUNT YOU ARE CONTESTING: \$ 2502.50
 TYPE OF ASSESMENT: Tag monitoring.

Please give a detailed description of the circumstances surrounding the incident, including why you feel the City should not have charged you this fee. You may attach additional pages or documentation to this form as needed.

I feel the City of Lansing should not have charged me these fees as I was working on the house and investing money into it to make it livable. I had applied for and received permits for the work, a copy of Building permit is attached. I would have requested that I not be charged these fees but was unaware that these fees should not have been assessed to me until recently, when I was informed by a city employee.

A description of the claims review process is available on our website at: http://www.lansingmi.gov/attorney/Claims_review_process.jsp



Building Safety Office
Department of Planning and Neighborhood Development
316 North Capital Ave Suite C-1
Lansing, Michigan 48933-1238
(517) 483-4355

Building

Type

Permit Number:
PB16-0382

Applicant:

TIMOTHY CHAMBERS
5678 EDSON
Haslett MI 48840

Inverness

Applied: 04/13/2016

Issued: 04/14/2016

Expires: 10/11/2016

Finalized:

Status: ISSUED

THE BUILDING PERMIT OR COPY SHALL BE KEPT ON THE SITE OF THE WORK UNTIL COMPLETION OF THE PROJECT

LOCATION	OWNER	CONTRACTOR
0 1718 INVERNESS AVE 33-01-01-17-180-042 Zoning District:	RACE PETROLEUM L L C P O BOX 683 HASLETT MI 48840 Phone: Fax:	TIMOTHY CHAMBERS 5678 EDSON Haslett MI 48840 Phone: (517) 599 6373 Fax:

Inspector: Chad Wakley

(517) 483 4364 chad.wakley@lansingmi.gov

Work Description: DRYWALL

Stipulations:

Primary Construction Type: 5B

Primary Zoning District:

Primary Use Group: R3

Project:

Permit Item	Work Type	Fee Basis	Item Total
Technology Fee	Standard Item	1.00	\$10.00
Res- \$1-\$2,000	Standard Item Residential	1.00	\$80.00
Fee Total:			\$90.00
Amount Paid:			\$90.00
Balance Due:			\$0.00



Mayor Virg Bernero

LANSING FIRE DEPARTMENT FIRE MARSHAL'S OFFICE Code Enforcement Section

316 N. Capitol Avenue Ste. C-2

Lansing, MI 48933

Phone: 517-483-4361

Fax: 517-377-0100

Moved to NEAT Team by SS and set to bill on 11/3/2014 sks

11-25-14, lc; 360 update, secure, trash in open and accessible garage, 2 DAMV's

12-3-14, lc; 360 update, secure, owner called for an extension but have not been able to make contact, owners voice mail full.

1-27-15, lc; 360 update, property not secure, found rear door open and accessible, board-up. Retagged DAMV

2-16-15, lc; 360 update, secure

3-11-15, lc; 360 update, secure, DAMV in the driveway, waiting for the snow to melt to gain access to the vehicle.

3-17-15, lc; Submitted DAMV to be removed from property.

4-27-15, lc; 360 update, secure, Foreclosure by Ingham County Treasurer

5-14-15, lc; 360 update, secure, board up rear door and window

6/11/15-OWNED BY COUNTY CHANGED NAME AND STATUS TO NO BILL/LMP

7-6-15, lc; 360 update, secure

8-12-15, lc; 360 update, secure

10-14-15, lc, update, secure, set to bill

11-10-15, lc; update, secure, rear window boarded

12-14-15, lc; update, secure

1-8-16, lc; update, secure, house is being cleaned out and remodeled

2-5-16, lc; update, secure

3-22-16, update, secure

ZD 5-27-16: secure

ZD 6-2-16: Secure
ZD 8-8-16: Secure
ZD 9-7-16: Secure
ZD 10-6-16: secure
ZD 11-4-16: Secure
ZD 12-20-16: Secure
ZD 1-4-17: Secure
ZD 2-1-17: Secure

Building Department - User: J. B. Smith - Group: (Admin) - Version: 4.1.2.1

File View Navigation Tools Reports Utilities BSA Applications Help Full Screen

Search Index Audit Hide Tools Add Invoice Take Payment Print Invoice(s)

Application Views

- Property
- Projects
- Permits
 - PE 16-0382 ISSUED Repair
 - PE 16-1256 FINALED
 - PH 16-0219 FINALED MECHANICAL
 - PP 16-1072 FINALED Plumbing Permit
- PZE Processes
- Enforcements
 - E14-07919 Safety Complied
 - Owner of Record: RACE PETROLEUM L.L.C
 - Transactions: \$3,555.00 Due: \$0.00
 - User Fields
 - Safety, Violation(s)
 - Re-Inspection, Complied
 - E14-07912 BOARD UP Complied
 - E14-10709 Trash Resolved
 - E14-10710 DAPW Send Letter
 - E14-10710 DAPW Send Letter
 - E15-00156 DAPW Send Letter
 - E15-00157 BOARD UP Complied
 - E15-03040 BOARD UP Complied
 - E15-03040 BOARD UP Complied
 - E15-09871 BOARD UP Complied
 - E16-00332 Trash Complied
- Certificates
- Certificates of Occupancy
- Inspection Groups
- Tables
- Program Setup

Property Summary

Home variations found...

Amount Due: \$0.00

Working Editing Property

Discard Changes

Sort Index: Address

Print Queue [7828] Journals Required [5440] Quick Invoice [0] [0] 3:14 PM 4/27/2017

Address: 1718 BINESS AVE Parcel Number: 33-01-01-17-180-002

Owner: RACE PETROLEUM L.L.C Other owner properties...

Group by Invoice Number (sorted by invoice number, then transaction)

Inv/Tr No.	Date Created	Action	Qty	Description	Blnd	Paid	Bl To / Paid By	Journal
Go Trc-00053867	05/01/2015	Transaction		Transfer To Tax		\$157.50	CHAPMAN CONTRILLA	Tx Done
Go Trc-00060103	11/05/2015	Transaction		Transfer To Tax		\$157.50	CHAPMAN CONTRILLA	Tx Resp
Go Trc-00060309	11/05/2015	Transaction		Transfer To Tax		\$157.50	CHAPMAN CONTRILLA	Tx Resp
Go Trc-00060512	11/05/2015	Transaction		Transfer To Tax		\$157.50	CHAPMAN CONTRILLA	Tx Resp
Go Trc-00060808	11/05/2015	Transaction		Transfer To Tax		\$157.50	CHAPMAN CONTRILLA	Tx Resp
Go Trc-00065090	03/03/2016	Transaction		Check Payment		\$150.00	RACE PETROLEUM L.L.	Tx Done
Go Trc-00065731	03/22/2016	Transaction Adj.		Check Payment		(\$150.00)	RACE PETROLEUM L.L.	Tx Done
Go Trc-00066110	03/31/2016	Transaction		Cash Payment		\$150.00	RACE PETROLEUM L.L.	Tx Done
Go Trc-00066111	03/31/2016	Transaction		Cash Payment		\$150.00	RACE PETROLEUM L.L.	Tx Done
Go Trc-00067716	05/12/2016	Transaction		Check Payment		\$157.50	RACE PETROLEUM L.L.	Tx Not I
Go Trc-00067721	05/12/2016	Transaction Adj.		Check Payment		(\$157.50)	RACE PETROLEUM L.L.	Tx Not I
Go Trc-00067722	05/12/2016	Transaction		Cash Payment		\$157.00	ASHAN SUMBAL	Tx Not I
Go Trc-00067741	05/12/2016	Transaction Adj.		Cash Payment		(\$157.00)	ASHAN SUMBAL	Tx Not I
Go Trc-00067742	05/12/2016	Transaction		Check Payment		\$157.00	RACE PETROLEUM L.L.	Tx Done
Go Trc-00067997	05/19/2016	Transaction		Cash Payment		\$150.00	RACE PETROLEUM L.L.C	Tx Done
Go Trc-00068212	05/25/2016	Transaction		Cash Payment		\$0.50	RACE PETROLEUM L.L.	Tx Done
Go Trc-00069359	06/06/2016	Transaction		Transfer To Tax		\$157.50	INGHAM COUNTY TREAS	Tx Resp
Go Trc-00069589	06/06/2016	Transaction		Transfer To Tax		\$157.50	RACE PETROLEUM L.L.	Tx Resp
Go Trc-00069807	06/06/2016	Transaction		Transfer To Tax		\$157.50	RACE PETROLEUM L.L.	Tx Resp
Go Trc-00071710	07/01/2016	Transaction		Check Payment		\$150.00	AHSAN SUMBAL	Tx Done
Go Trc-00072843	08/02/2016	Transaction		Check Payment		\$150.00	RACE PETROLEUM L.L.	Tx Done
Go Trc-00074032	08/30/2016	Transaction		Check Payment		\$150.00	RACE PETROLEUM L.L.	Tx Done
Go Trc-00075477	10/04/2016	Transaction		Check Payment		\$150.00	AHSAN SUMBAL	Tx Done
Go Trc-00078191	11/01/2016	Transaction		Check Payment		\$150.00	RACE PETROLEUM L.L.	Tx Done
Go Trc-00081305	02/08/2017	Transaction		Check Payment		\$157.50	RACE PETROLEUM L.L.	Tx Done
Go Trc-00081306	02/08/2017	Transaction		Check Payment		\$150.00	RACE PETROLEUM L.L.	Tx Done
Go Trc-00083705	04/06/2017	Transaction		Check Payment		\$157.50	RACE PETROLEUM L.L.	Tx Done

Invoices: \$3,555.00 Transactions: \$3,555.00 Balance Due: \$0.00

Sort Index: Address

**OFFICE OF THE CITY ATTORNEY****MEMORANDUM**

To: CHRIS SWOPE, Clerks Office
From: VENUS KUMAR, Paralegal
Subject: SPECIAL ASSESSMENTS CLAIM; Jayne Sutton
Date of Incident: June 15, 2017
Date: April 17, 2018

Attached is a Claim Form received by this office from Jayne Sutton for \$3,912.00 due to Trash, violations at 3428 Lowcroft.

This claim is being referred to General Services for consideration on the City Council's agenda because this claim exceeds \$2,500.00.

Thank you for your assistance.

/vmk
Attachments



City of Lansing

OFFICE OF THE CITY ATTORNEY

1530

Claim Form – Special Assessments

Please provide the following information so we can contact you regarding your claim.

NAME: Jayne Sutton DATE: 12-28-17
 MAILING ADDRESS: 4425 W. Howe Rd.
 CITY: Dewitt STATE: MI ZIP CODE: 49820
 TELEPHONE: Home () 517-669-6313 Work () 517-204-1342

Please provide the following information on the incident(s) for which you are filing a claim. IF YOU DO NOT PROVIDE ALL OF THE INFORMATION BELOW, WE MAY NOT BE ABLE TO PROCESS YOUR CLAIM.

ADDRESS: 3428 Lowcraft PARCEL NO. 33-01-01-33-101-301
 DATE OF INCIDENT: June 15, 2017 AMOUNT YOU WERE BILLED: 3912.00
 TOTAL AMOUNT YOU ARE CONTESTING: 3912.00
 TYPE OF ASSESMENT: Trash

Please give a detailed description of the circumstances surrounding the incident, including why you feel the City should not have charged you this fee. You may attach additional pages or documentation to this form as needed.

After I received the letter to clean up, I cleaned
up 40 yards of debris. I called the city inspector
to inform them it was cleaned up. Never received
a call, just got a bill for 3912.00 after.
My tenant said the contractor was there for less than
1 1/2 hours. Some of the debris from the pictures was
not on our property.

A description of the claims review process is available on our website at: http://www.lansingmi.gov/attorney/Claims_review_process.jsp

CITY OF LANSING

316 N. CAPITOL SUITE C2

Lansing, MI 48933

Ph: (517) 483-4361

Fax: (517) 377-0100

Invoice No.: 00097212

Date: 07/11/2017

Record: E17-06184

SUTTON JAYNE

4425 W HOWE RD

DEWITT, MI 48820-9295

TOTAL AMOUNT DUE**\$3,912.00**

Item Category	Item Description	Amount Due
Code Compliance	Trash - Admin Fee	\$265.00
Code Compliance	Trash - Contractor Charge	\$3,647.00
Total Amount Due		\$3,912.00

DATE: 4/09/2018

PPN: 33-01-01-33-101-301
 DATE SUBMITTED: 1/05/2018
 ADDRESS OF VIOLATION: 3428 Lowcroft
 LISTED TAXPAYER OF RECORD: Sutton, Jayne
 OTHER TAXPAYER OF RECORD:
 CLAIMANT: Sutton, Jayne
 CLAIMANT'S ADDRESS: 4425 W. Howe Road
 DeWitt, MI 48820

1530

TYPE OF ACTIONS CONTESTED: Trash Removal
 VIOLATION DATE: 6/15/2017
 NOTIFICATION DATE: 6/15/2017
 2ND NOTICE ASSESSMENT DATE:
 AMOUNT OF ASSESSMENT: \$3,912.00
 CONTRACTOR NAME - INVOICE NO. - DATE: Crutcher 17-T028 7/07/2017
 AMOUNT OF CLAIM: \$3,912.00

ADDITIONAL ACTIONS CONTESTED:

VIOLATION DATE:
 NOTIFICATION DATE:
 2ND NOTICE ASSESSMENT DATE:
 AMOUNT OF ASSESSMENT:
 CONTRACTOR NAME - INVOICE NO. - DATE:
 AMOUNT OF CLAIM:
 MEMO DATE - INVOICE NO.:

HISTORY: Trash
 Violation
 6/15/2017

CITATIONS IN PREVIOUS YEARS:	Trash Violation 11/05/2013	Trash Violation 5/08/2014	Grass Violation 5/08/2014	Trash Violation 2/17/2015
------------------------------	----------------------------------	---------------------------------	---------------------------------	---------------------------------

CLAIMANT'S CIRCUMSTANCES: See Attached

CODE OFFICER'S NOTES: This property was cited for a trash violation on 6/15/2017 with a compliance due date of 6/22/2017. The Premise Officer rechecked the property on 6/26/2017 violations were still present therefore the property was submitted to the trash contractor for removal. The yardage estimated on the submittal is just an estimate by the Premise Inspector for the purpose of submitting the property to the contractor the yardage is frequently higher, the contractors photos match the invoice that was submitted. The brush and tree limbs, bricks, trash all have to be removed separately as they all go to separate landfills. This office recommends denial of the claim.



City of Lansing

OFFICE OF THE CITY ATTORNEY

1530

Claim Form – Special Assessments

Please provide the following information so we can contact you regarding your claim.

NAME: Jayne Sutton DATE: 12-28-17
 MAILING ADDRESS: 4425 W. Howe Rd.
 CITY: DeWitt STATE: MI ZIP CODE: 49820
 TELEPHONE: Home () 517-669-6313 Work () 517-204-1342

Please provide the following information on the incident(s) for which you are filing a claim. IF YOU DO NOT PROVIDE ALL OF THE INFORMATION BELOW, WE MAY NOT BE ABLE TO PROCESS YOUR CLAIM.

ADDRESS: 3428 Lowcraft PARCEL NO. 33-01-01-33-101-301
 DATE OF INCIDENT: June 15, 2017 AMOUNT YOU WERE BILLED: 3912.00
 TOTAL AMOUNT YOU ARE CONTESTING: 3912.00
 TYPE OF ASSESSMENT: Trash

Please give a detailed description of the circumstances surrounding the incident, including why you feel the City should not have charged you this fee. You may attach additional pages or documentation to this form as needed.

After I received the letter to clean up, I cleaned
up 40 yards of debris. I called the city inspector
to inform them it was cleaned up. Never received
a call, just got a bill for 3912.00 after
my tenant said the contractor was there for less than
1 1/2 hours. Some of the debris from the pictures was
not on our property.

A description of the claims review process is available on our website at: http://www.lansingmi.gov/attorney/Claims_review_process.jsp

Eric's Refuse LLC

P.O. Box 16035
Lansing, MI 48901

Invoice

Date	Invoice #
7/5/2017	6632

Bill To
City of Lansing Office of Code Compliance 316 North Capital Lansing, MI 48933-1238

property address
3428 Loweroft AVE 33-01-01-33-101-301

Terms

work complete
7/5/2017

Quantity	Item Code	Description	Price Each	Amount
1	1hr 3cy	first hour and 3 yards of debris	175.00	175.00
15	add hr	additional hour after 1	150.00	2,250.00
47	class 2	construction material after 3	26.00	1,222.00
		7/7/17 total yards 50 submitted by Jacob Odom		
		Two trucks two crews. we took loads of cement + bricks to the dump, picked up deteriorated furniture from the swamp. (wood)		
All work is complete!			Total	\$3,647.00



Mayor Virg Bernero

**Lansing Fire Department
Fire Marshal's Office
Code Enforcement Section**

316 N. Capitol, Ste C-1, Lansing, MI 48933-1238
(517) 483-4361 FAX (517) 377-0100

TRASH AND DEBRIS CORRECTION NOTICE

SUTTON JAYNE or Current Occupant
4425 W HOWE RD
DEWITT, MI 48820-9295

Violation Date: 06/15/2017
Violation Location: 3428 LOWCROFT AVE
Parcel No: 33-01-01-33-101-301
Compliance Due Date: June 22, 2017

You are hereby notified that this Office has found a violation of the City of Lansing Housing Code Section 302 EXTERIOR PROPERTY at the above referenced location.

Violation: Deteriorated building materials

Violation: Junk tire debris

Violation: Brush & Tree Limb debris

INSPECTOR COMMENTS: *behind the house.*

Failure to correct this violation by the Compliance Due Date shall cause this office to immediately hire a contractor to complete the cleanup. **If any other additional trash and/or debris (as defined in Section 302) is found on the premises by the contractor it will also be removed without additional notice.** The contractor's expenses plus a \$265.00 administrative services fee will be billed to you. If this bill is not paid within 30 days of the billing date, the amount will be assessed as a lien against your property. **Please be advised that, in an effort to discourage repeat offenses of this nature, the City will assess you an extra \$75.00 fee for each time there is an additional premise violation at the violation address above during this calendar year.** If you have any questions or concerns about complying within the time indicated, you may contact me Monday through Friday between the hours of 8-9 AM or 12-1 PM.

Pursuant to Section 107.2 of the IPMC, you have the right to appeal this notice of violation. In accordance with Section 106.3 any action taken by the City on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

Code Officer: Jacob Odom (517) 483 4378 Jacob.Odom@lansingmi.gov

"Equal Opportunity Employer"

Taxpayer's Copy



Mayor Virg Bernero

**Lansing Fire Department
Fire Marshal's Office
Code Enforcement Section**

316 N. Capitol, Ste C-1, Lansing, MI 48933-1238
(517) 483-4361 FAX (517) 377-0100

TRASH AND DEBRIS CORRECTION NOTICE

Occupant or Current Occupant
3428 LOWCROFT AVE
LANSING, MI 48910

Violation Date: 06/15/2017
Violation Location: 3428 LOWCROFT AVE
Parcel No: 33-01-01-33-101-301
Compliance Due Date: June 22, 2017

You are hereby notified that this Office has found a violation of the City of Lansing Housing Code Section 302 EXTERIOR PROPERTY at the above referenced location.

Violation: Deteriorated building materials

Violation: Junk tire debris

Violation: Brush & Tree Limb debris

INSPECTOR COMMENTS: *behind the house.*

Failure to correct this violation by the Compliance Due Date shall cause this office to immediately hire a contractor to complete the cleanup. **If any other additional trash and/or debris (as defined in Section 302) is found on the premises by the contractor it will also be removed without additional notice.** The contractor's expenses plus a \$265.00 administrative services fee will be billed to you. If this bill is not paid within 30 days of the billing date, the amount will be assessed as a lien against your property. **Please be advised that, in an effort to discourage repeat offenses of this nature, the City will assess you an extra \$75.00 fee for each time there is an additional premise violation at the violation address above during this calendar year.** If you have any questions or concerns about complying within the time indicated, you may contact me Monday through Friday between the hours of 8-9 AM or 12-1 PM.

Pursuant to Section 107.2 of the IPMC, you have the right to appeal this notice of violation. In accordance with Section 106.3 any action taken by the City on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

Code Officer: Jacob Odom (517) 483 4378 **Jacob.Odom@lansingmi.gov**

"Equal Opportunity Employer"

Taxpayer's Copy



Mayor Virg Bernero

**Lansing Fire Department
Fire Marshal's Office
Code Enforcement Section**

316 N. Capitol, Ste C-1, Lansing, MI 48933-1238
(517) 483-4361 FAX (517) 377-0100

Trash Authorization Form

Submitted to: Eric Crutcher on 06/26/2017

TAXPAYER: SUTTON JAYNE, 4425 W HOWE RD DEWITT, MI 48820-9295

Location of Work:

Enf Num: E17-06184

Address: 3428 LOWCROFT AVE

Lot No:

Description:

Parcel No: 33-01-01-33-101-301

Remove Trash and Debris

Work Authorized:

Violation: Deteriorated building materials

Violation: Junk tire debris

Violation: Brush & Tree Limb debris

INSPECTOR COMMENTS: *behind the house.*

PLUS ANY OTHER INCIDENTAL TRASH / DEBRIS ON THE PROPERTY

Authorized Time required to complete work: 2

Authorized Cubic Yards: 6

Warning Comment:

<NONE>

Submitted By: Jacob Odom (517) 483 4378

This action is authorized by the Manager of Code Compliance





3428 Lowcroft AVE (2)







3428 Lowcroft AVE (5)



3428 Lowcroft AVE (6)





3428 Lowcroft AVE (8)









3428 Lowcroft AVE (12)



3428 Lowcroft AVE (13)











































3428 Lowcroft AVE (34)



















3428 Lowcroft AVE (43)

Doug Riley
Community Development
Director
rileyd@clinton-county.org

Clinton County Community Development
 100 E. State Street, Ste. 1300
 St. Johns, MI 48879
 Planning & Zoning Department: (989) 224-5292

Wendy Ward
Planning and Zoning
Secretary
wardw@clinton-county.org



MEMORANDUM

TO: Clinton County Townships (County Zoning)

FROM: Doug Riley, Community Development Director

SUBJECT: **Proposed Zoning Ordinance Amendment (OR 140-18) – Section 905 – Performance Standards for Agricultural Homestead Lot**

DATE: April 16, 2018

Pursuant to P.A. 110 of 2006, as amended, and Article 16 of the Clinton County Zoning Ordinance, notice is hereby given that all interested parties may review and comment on the attached Ordinance amendment, which would amend the Clinton County Zoning Ordinance that addresses Agricultural Homestead Lots.

A public hearing on this item, (and possible recommendation to the Board of County Commissioners for adoption), will be held by the Clinton County Planning Commission on May 10, 2018 at 7 p.m. at the County Courthouse.

SUMMARY:

The intent of this Zoning Ordinance amendment is to allow the construction of a single-family residential home on the remainder parcel, (which is currently not allowed), from an "Agricultural Homestead Lot" land division as long as the proposed home location is determined to minimally impact or disrupt the agricultural characteristics or viability of the remainder (agricultural) parcel.

If you could please review and provide your written comments on the proposed amendment by **May 10, 2018** to Wendy Ward at wardw@clinton-county.org or Clinton County Planning and Zoning Department, Clinton County Courthouse, 100 E. State Street, Suite 1300, St. Johns, MI 48879.

If you have any questions please do not hesitate to contact either myself or Wendy Ward at 989-224-5292.

RECEIVED
 2018 APR 19 AM 10:54
 LANSING CITY CLERK

DRAFT

EXHIBIT A (ATTACHED TO ORDINANCE No. OR 140-18)

PROPOSED NEW/AMENDED LANGUAGE SHOWN IN RED

Section 905 Performance Standards for Agricultural Homestead Lot

- A. Intent. As set forth in Section 901, the regulations and development options contained within Article 9 are intended to ensure that land areas of the County that are well suited for production of food and fiber are retained for such production. The County also recognizes the desires in the community to continue to retain and accommodate some residential growth in rural, agriculture areas. To that end, single-family residential continues to be an available use in agricultural and rural areas, but is accommodated in a form and fashion that continues to promote the primary goals of growth management and agricultural preservation.

It is also recognized that many existing single-family residential dwellings exist that have been historically associated with the agricultural production of property. The viability of these historically associated single-family residential dwellings to serve the agricultural production portion of the property has severely diminished over the years due to changes in the practice of farming and land management by those farming. It is further recognized that minimum area and frontage requirements for A-2, General Agriculture zoned parcels, as provided in Section 432 without application of Preservation Performance Standards as listed in Section 904, would be ten (10) acres and with a minimum of three-hundred and thirty (330) feet of frontage on a public road.

It is the intent of this Section to establish, through a set of specific performances standards, a reduction in the minimum parcel size for historically associated single-family residential dwelling sought to be divided from the agriculturally productive portion of property to prevent the overuse of land for loss of existing housing stock and diminishment of productive agricultural land.

- B. Site Plan Review Required. Application under this Section requires site plan review pursuant to Article 7 of this Ordinance. Said site plan review shall be conducted administratively by the Zoning Official or their assign to assess compliance with Article 7 of the Ordinance. **If a single-family residence is proposed on the remainder parcel as outlined in Section 905.C.7, site plan review shall be conducted by the Planning Commission.**
- C. All of the following performance standards must be met for a reduction in the minimum parcel size for a historically agricultural associated single-family dwelling to be divided from the agriculturally productive portion of the property:
1. The parent parcel, in which the proposed parcel containing the single-family dwelling is sought to be created from, cannot be less than twenty (20) acres.

2. At the time of application, the activity on the parent parcel, in which the proposed parcel containing the single-family dwelling is sought to be divided from, must meet the definition of "farming operation" as defined in Article 2 for at least one-half (1/2) of the acreage.
3. The proposed homestead parcel containing the single-family dwelling cannot be less than one (1) acre nor more than five (5) acres in lot area including the right-of-way, nor can the lot area of the proposed division be less than required to accommodate existing well and wastewater disposal system. It may be required for the applicant to seek comment from the Mid-Michigan District Health Department ("MMDHD") may be consulted prior to approval of the administrative site plan.
4. The proposed parcel containing the single-family dwelling cannot have less than one-hundred and fifty (150) feet of frontage on a public road as measured at the right-of-way and must not exceed a lot width to depth ratio of four (4) to one (1).
5. The remainder of the parent parcel following division of the proposed parcel containing the single-family dwelling must meet the dimensional requirements as outlined in Section 432, herein.
6. To be eligible, the historically associated single-family dwelling shall have received a building permit for construction of the single-family structure prior to the effective date of this Ordinance (July 17th, 2005). In addition, said structure shall have been completed and received a final certificate of occupancy on or before July 17th, 2006.
7. The remainder of the parent parcel following division of the proposed homestead parcel containing the single-family dwelling shall continue to remain in agricultural production. To ensure that this performance standard shall be substantive and the County has met objectives of this Ordinance, Article and Section, the applicant shall have placed on the deed of the remainder a restriction that property cannot be subsequently divided or utilized for residential purposes for a period of ten (10) years.

Approval of one (1) single-family dwelling may be granted on the remainder parcel upon site plan application to the Planning Commission. The applicant shall demonstrate that the proposed single-family dwelling is located so as to minimally impact or disrupt the agricultural characteristics or viability of the remainder parcel (i.e. typically the home should not be proposed in the middle of an existing field). The applicant shall demonstrate this by analysis of such items as: soil types; current vegetation; drainage patterns; access; proposed structures and associated improvements and the relationship to other nearby uses and structures.

4-18-18

RECEIVED

To: Lansing City Council

2018 APR 18 PM 3:51

From: Harold J Leeman Jr.
1421 Turner Street
Lansing, MI 48906

LANSING CITY CLERK

Re: Claim for Legal expenses- (2-28-17 to 1-24-18) \$ 1,703.00

Reasons for filing claim:

1. City of Lansing Parks Department and the Gier Advisory Board did not follow Open meetings Act and Proper Notice to all members (6) for there July 2016 special meeting.
 2. City Attorneys office did not follow "past practice" of sending a letter to Harold J Leeman Jr. (see Gier Advisory Minutes-08 to 2016)
 3. City of Lansing Parks employee (E. Stevens) did not return check #3525-\$200.00 to Harold Leeman Jr. Check was dated 1-28-17 see copy.
 4. City Attorneys office did not follow up in a "pro action" matter in regard to getting the Gier Advisory Board minutes (2008 - 2016) to Harold Leeman from the Parks Department.
-

In closing, please send this matter to the proper ~~council~~ council committee, city attorney office and Mayors office for Payment of \$1,703.00 .

Thank you- *Harold J Leeman Jr*

Note: Please respond by May 30th 2018 Harold Leeman Jr.
1421 Turner street
Lansing, MI 48906
Ph: 520-9624

Station: 947

☒ Track your expenses...

☐ Clothing ☐ Food ☐ Transportation ☐ TAX-DEDUCTIBLE ITEM

☐ Credit Card ☐ Utilities ☐ Mortgage

☐ Entertainment ☐ Insurance ☐ Other

Gier Advisory Board

Two hundred & no

1-28-2017

3525

BALANCE FORWARD	
THIS ITEM	200.00
BALANCE	
DEPOSIT	
OTHER	
BALANCE FORWARD	

For added security, your name and account number do not appear on this copy.

NOT NEGOTIABLE