

**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 MAY 21, 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, May 21, 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 May 14, 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

1. Tribute; in recognition of Cristo Rey Fiesta 2018
2. Recognition of Lansing Police Department Explorers Sam Kandel, Marymargaret Bradbury, Nicholas Gibson, and Jacob Mills as Winners of the Michigan Law Enforcement Youth Advisory Committee Governors Cup State Competition

VII. COMMENTS BY COUNCIL MEMBERS AND CITY CLERK

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

IX. SPEAKER REGISTRATION FOR PUBLIC COMMENT ON LEGISLATIVE MATTERS

X. MAYOR'S COMMENTS

XI. SHOW CAUSE HEARINGS

XII. PUBLIC COMMENT ON LEGISLATIVE MATTERS (Legislative matters consist of the following items on the agenda: public hearings, resolutions, ordinances for introduction, and ordinances for passage. The public may comment for up to three minutes. Speakers must sign up on white form.)

A. SCHEDULED PUBLIC HEARINGS

1. In consideration of an Ordinance to amend Chapter 230, Section 230.01, and pursuant to departmental reorganization, rename the Department of Planning and Neighborhood Development to the Department of Economic Development and Planning
2. In consideration of an Ordinance to amend Chapter 1210, Section 1210.01, to recognize the offices, divisions and functions of the Department of Economic Development and Planning, including the supervision and administrative control over the Offices of Planning, Development, Building Safety, Code Compliance, and Parking
3. In consideration of an Ordinance to repeal Section 224.01, of Chapter 224, removing the Office of Code Compliance for the City of Lansing and the Code Compliance functions from the Fire Department, thereby returning all duties and functions of the Office of Code Compliance, the Code Compliance manager and officers, to the Department of Economic Development and Planning without change or interruption
4. In consideration of an Ordinance of the City of Lansing, Michigan, to amend Chapter 664, Section 664.04, of the Lansing Codified Ordinances to add gambling, gambling operations and gaming as disorderly premises; to declare any such activity or premises as a public nuisance; to provide for the forfeiture of personal property used in the conduct of such prohibited activities
5. In consideration of an Ordinance of the City of Lansing, Michigan, to Amend Chapter 676, Section 676.02, of the Lansing Codified Ordinances to eliminate the archaic list of substances and materials that shall not be cast or deposited on public or private property and provide a place for a replacement ordinance
6. In consideration of an Ordinance of the City of Lansing, Michigan, to amend Chapter 676, Section 676.02, of the Lansing Codified Ordinances by to add a new section for the purpose of prohibiting the depositing, distributing, littering, or creating visual blight of private residences or lots with unrequested written paper material, unless secured or hand-delivered

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 Cristo Rey Fiesta 2018
2. BY THE COMMITTEE ON DEVELOPMENT AND PLANNING
 - a. Confirmation of Appointment; John Shaski as the Second Ward Member of the Planning Board for a term to expire of June 30, 2022
 - b. Confirmation of Appointment; James Tischler as the City of Lansing Member on Local Development Finance Authority for a term to expire as of June 30, 2020
3. BY THE COMMITTEE ON INTERGOVERNMENTAL RELATIONS
 - a. Confirmation of Appointment; Derek Melot as a City of Lansing Member of the Capital Area Transportation Authority for a term to expire September 30, 2021
4. BY THE COMMITTEE OF THE WHOLE
 - a. Fiscal Year 2019 City Budget

C. RESOLUTIONS FOR ACTION

D. REPORTS FROM COUNCIL COMMITTEES

E. ORDINANCES FOR INTRODUCTION and Setting of Public Hearings

F. ORDINANCES FOR PASSAGE

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

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

XV. REPORTS OF CITY OFFICERS, BOARDS, AND COMMISSIONS; COMMUNICATIONS AND PETITIONS; AND OTHER CITY RELATED MATTERS (Motion that all items be considered as being read in full and that the proper referrals be made by the President)

A. REPORTS FROM CITY OFFICERS, BOARDS, AND COMMISSIONS

1. Letter(s) from the City Clerk re:
 - a. Rules of Procedure; Board of Police Commissioners

- b. Fireworks Display License; Great Lakes Fireworks for the City of Lansing's Independence Day Celebration
- 2. Letter(s) from the Mayor re:
 - a. An Ordinance to eliminate the Cable Advisory Board and its duties and functions
 - b. Licensing Agreement; Fenner Conservancy to operate Fenner Nature Center
 - c. ACT-3-2018; Sale of Lansing Board of Water and Light Substation, 1609 N. Larch
 - d. Z-3-2018; 1030 & Part of 1048 Pierpont Street, Rezoning from "DM-4" Residential District to "G-2" Wholesale District
 - e. Act-2-2018-A; Sale of PPN 23-50-40-36-407-051, Glenburne No. 5 Subdivision, Lot 325
 - f. Act-2-2018-B; Sale of PPN 23-50-40-36-407-041, Glenburne No. 5 Subdivision, Lot 324
 - g. Act-2-2018-C; Sale of PPN 23-50-40-36-407-121, Glenburne No. 5 Subdivision, Lot 322
 - h. Act-2-2018-D; Sale of PPN 23-50-40-36-407-071, Glenburne No. 5 Subdivision, Lot 317
 - i. Budget Transfer; Emergency Shelter Grant Program
 - j. Housing and Urban Development (HUD), 2017 Continuum of Care Homeless Assistance Programs Notice of Funding Availability (NOFA)

B. COMMUNICATIONS AND PETITIONS, AND OTHER CITY RELATED MATTERS

- 1. Claim Appeal; Claim #1541, Kent Bowden for \$750 in tag monitoring fees at 1207 N. Chestnut
- 2. Claim Appeal; Claim #1480, Kent Bowden for \$630 in tag monitoring fees at 1207 N. Chestnut
- 3. Claim Appeal; Claim #1535, Schyanna Hernandez for \$3,939.50 in trash removal fees at 3100 Ingham

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**

NOTICE IS HEREBY GIVEN that a Public Hearing will be held on Monday, May 21, 2017 at 7:00 p.m. in the City Council Chambers, 10th Floor Lansing City Hall, 124 W. Michigan Ave., Lansing, MI for the purpose of considering:

An Ordinance of the City of Lansing, Michigan, to amend the Lansing Codified Ordinances Chapter 230, Section 230.01, and pursuant to Departmental Reorganization, Rename the Department of Planning and Neighborhood Development to Department of Economic Development and Planning.

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO AMEND THE
LANSING CODIFIED ORDINANCES BY AMENDING CHAPTER 230, SECTION 230.01,
AND PURSUANT TO DEPARTMENTAL REORGANIZATION, RENAME THE
DEPARTMENT OF PLANNING AND NEIGHBORHOOD DEVELOPMENT TO THE
DEPARTMENT OF ECONOMIC DEVELOPMENT AND PLANNING.

THE CITY OF LANSING ORDAINS:

Section 1. That Chapter 230, Section 230.01, of the Codified Ordinances of the City of
Lansing, Michigan, be and is hereby amended to read as follows:

CHAPTER 230

230.01. COMMENCING FEBRUARY 12, 2018, THE EFFECTIVE DATE OF
EXECUTIVE ORDER AND EXECUTIVE REORGANIZATION PLAN: 2018-01, THE CITY
DEPARTMENT THAT HAS BEEN KNOWN AS THE DEPARTMENT OF PLANNING AND
NEIGHBORHOOD DEVELOPMENT SHALL BE RENAMED AND KNOWN AS THE
DEPARTMENT OF ECONOMIC DEVELOPMENT AND PLANNING. HEREAFTER,
REFERENCE IN THE CHARTER TO THE PLANNING DEPARTMENT, AND THE
AGENCIES OF BUILDING INSPECTION AND SAFETY, COMMUNITY DEVELOPMENT,
HOUSING AND REDEVELOPMENT, AND PROPERTY MANAGEMENT (ALL
REORGANIZED INTO THE DEPARTMENT OF PLANNING AND NEIGHBORHOOD
DEVELOPMENT) AND ALL REFERENCE IN ORDINANCES AND DOCUMENTS TO THE
DEPARTMENT OF PLANNING AND NEIGHBORHOOD DEVELOPMENT, OR OTHER
SIMILAR DEPARTMENT DESCRIPTIONS, SHALL NOW BE CONSIDERED AS

1 REFERRING TO THE DEPARTMENT KNOWN AS THE DEPARTMENT OF ECONOMIC
2 DEVELOPMENT AND PLANNING; AND REFERENCE TO THE DIRECTOR OF THE
3 DEPARTMENT OF PLANNING AND NEIGHBORHOOD DEVELOPMENT SHALL NOW
4 BE SYNONYMOUS WITH, AND REFER TO THE DIRECTOR OF THE DEPARTMENT OF
5 ECONOMIC DEVELOPMENT AND PLANNING.

6 THE RENAMING TO THE DEPARTMENT OF ECONOMIC DEVELOPMENT AND
7 PLANNING SHALL NOT AFFECT ANY RIGHT, DUTY, OBLIGATION, OR LIABILITY
8 ACCRUED OR INCURRED UNDER ANY CONTRACT, FORM, OR LEGISLATIVE
9 PROVISION IN EFFECT PRIOR TO THE EFFECTIVE DATE OF THE RENAMING, OR
10 ANY ACTION OR PROCEEDING TO ENFORCE SUCH CONTRACT, FORM OR
11 LEGISLATIVE PROVISION. THE RENAMING SHALL NOT BE CONSTRUED TO
12 RELIEVE THE CITY OF LANSING, OR ANY PERSON, OF ANY RIGHT, DUTY OR
13 OBLIGATION TO PERFORM OR COMPLY WITH SUCH CONTRACT, FORM OR
14 LEGISLATIVE REQUIREMENT; OR FROM THE PUNISHMENT FOR AN ACT
15 COMMITTED IN VIOLATION OF SUCH LEGISLATIVE PROVISION; OR EFFECT ANY
16 PROSECUTION THEREOF. FOR SUCH PURPOSES, ANY SUCH CONTRACT, FORM,
17 RIGHT, DUTY, OBLIGATION, OR LEGISLATIVE PROVISION SHALL CONTINUE IN
18 FULL FORCE AND EFFECT NOTWITHSTANDING THE RENAMING OF THE
19 DEPARTMENT TO THE DEPARTMENT OF ECONOMIC DEVELOPMENT AND
20 PLANNING BY THIS ORDINANCE.

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

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

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

Approved as to form:

City Attorney

Dated: _____

**CITY OF LANSING
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a Public Hearing will be held on Monday, May 21, 2017 at 7:00 p.m. in the City Council Chambers, 10th Floor Lansing City Hall, 124 W. Michigan Ave., Lansing, MI for the purpose of considering:

An Ordinance of the City of Lansing, Michigan, to amend amend the Lansing Codified Ordinances by Amending Chapter 1210, Section 1210.01, to recognize the offices, divisions and functions of the Department of Economic Development and Planning, including the supervision and administrative control over the Offices of Planning, Development, Building Safety, Code Compliance, and Parking.

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO AMEND THE
LANSING CODIFIED ORDINANCES BY AMENDING CHAPTER 1210, SECTION 1210.01,
TO RECOGNIZE THE OFFICES, DIVISIONS AND FUNCTIONS OF THE DEPARTMENT
OF ECONOMIC DEVELOPMENT AND PLANNING, INCLUDING THE SUPERVISION
AND ADMINISTRATIVE CONTROL OVER THE OFFICES OF PLANNING,
DEVELOPMENT, BUILDING SAFETY, CODE COMPLIANCE, AND PARKING.

THE CITY OF LANSING ORDAINS:

Section 1. That Chapter 1210, Section 1210.01, of the Codified Ordinances of the City of
Lansing, Michigan, be and is hereby amended to read as follows:

1210.01.

~~There is hereby established within the Office of Building Safety of the Department of
Planning and Neighborhood Development a Division of Sealer of Weights and Measures, which
Division shall be under the administration and operational control of the Director of Building
Safety. The Division shall consist of the Sealer of Weights and Measures and such other
employees as may be necessary to carry out the work of the Division. They shall perform such
duties as are prescribed by the Director and shall devote their entire time to the work of the
Division.~~ THE DEPARTMENT OF ECONOMIC DEVELOPMENT AND PLANNING WILL
CONTAIN THE OFFICES OF PLANNING, DEVELOPMENT, BUILDING SAFETY, CODE
COMPLIANCE, AND PARKING, AND SUCH OTHER ADMINISTRATIVE OFFICES,
DIVISIONS, AND FUNCTION THAT SUPPORT, ENFORCE, ADVANCE AND
ENCOURAGE ECONOMIC DEVELOPMENT, PLANNING, ZONING, HOUSING,

1 BUILDING AND SAFETY, AND PROPERTY REGULATIONS, MAINTENANCE AND
2 RENEWAL, CONSISTENT WITH THE DEPARTMENTAL PURPOSES AND FUNCTIONS.
3 THE MANAGERS OF THE OFFICES AND DIVISIONS WITHIN THE DEPARTMENT
4 SHALL REPORT TO THE DIRECTOR OF ECONOMIC DEVELOPMENT AND PLANNING
5 AND BE UNDER THE DIRECT ADMINISTRATION AND OPERATIONAL CONTROL OF
6 THE DIRECTOR.

7 Section 2. All ordinances, resolutions or rules, parts of ordinances, resolutions or rules
8 inconsistent with the provisions are 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.

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15 Approved as to form:

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18 _____
19 City Attorney
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Dated: _____

**CITY OF LANSING
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a Public Hearing will be held on Monday, May 21, 2017 at 7:00 p.m. in the City Council Chambers, 10th Floor Lansing City Hall, 124 W. Michigan Ave., Lansing, MI for the purpose of considering:

An Ordinance of the City of Lansing, Michigan, to repeal Section 224.01, of Chapter 224, of the Lansing Codified Ordinances, removing the Office of Code Compliance for the City of Lansing and the code compliance functions from the Fire Department, thereby returning all duties and functions of the Office of Code Compliance, the code compliance manager and officers, to the Department of Economic Development and planning without change or interruption.

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO REPEAL SECTION 224.01, OF CHAPTER 224, OF THE LANSING CODIFIED ORDINANCES, REMOVING THE OFFICE OF CODE COMPLIANCE FOR THE CITY OF LANSING AND THE CODE COMPLIANCE FUNCTIONS FROM THE FIRE DEPARTMENT, THEREBY RETURNING ALL DUTIES AND FUNCTIONS OF THE OFFICE OF CODE COMPLIANCE, THE CODE COMPLIANCE MANAGER AND OFFICERS, TO THE DEPARTMENT OF ECONOMIC DEVELOPMENT AND PLANNING WITHOUT CHANGE OR INTERRUPTION.

THE CITY OF LANSING ORDAINS:

Section 1. That Chapter 224, Section 224.01, of the Codified Ordinances of the City of Lansing, Michigan, be and is hereby repealed in its entirety and shall be null and void and of no effect.

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

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

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

Approved as to form:

City Attorney

Dated: _____

**CITY OF LANSING
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a Public Hearing will be held on Monday, May 21, 2017 at 7:00 p.m. in the City Council Chambers, 10th Floor Lansing City Hall, 124 W. Michigan Ave., Lansing, MI for the purpose of considering:

An Ordinance of the City of Lansing, Michigan, to amend Chapter 664, Section 664.04, of the Lansing Codified Ordinances to add gambling, gambling operations and gaming as disorderly premises; to declare any such activity or premises as a public nuisance; to provide for the forfeiture of personal property used in the conduct of such prohibited activities.

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
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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO AMEND
CHAPTER 664, SECTION 664.04, OF THE LANSING CODIFIED ORDINANCES TO ADD
GAMBLING, GAMBLING OPERATIONS AND GAMING AS DISORDERLY PREMISES;
TO DECLARE ANY SUCH ACTIVITY OR PREMISES AS A PUBLIC NUISANCE; TO
PROVIDE FOR THE FORFEITURE OF PERSONAL PROPERTY USED IN THE CONDUCT
OF SUCH PROHIBITED ACTIVITIES.

THE CITY OF LANSING ORDAINS:

Section 1. That Chapter 664, Section 664.04 of the Codified Ordinances of the City of
Lansing, Michigan, be and is hereby amended to read as follows:

(A) DEFINITIONS.

AS USED IN THIS SECTION.

GAMBLING MEANS TO PLAY, DEAL, OPERATE, CARRY ON, CONDUCT, MAINTAIN
OR EXPOSE FOR PAY, MONEY, CREDIT, PROPERTY OR ANYTHING OF VALUE, ANY
GAMBLING GAME.

GAMBLING GAME MEANS ANY GAME PLAYED WITH CARDS, DICE, EQUIPMENT OR
A MACHINE, INCLUDING ANY MECHANICAL, ELECTROMECHANICAL OR
ELECTRONIC DEVICE WHICH SHALL INCLUDE COMPUTERS AND CASHLESS
WAGERING SYSTEMS FOR MONEY, CREDIT, OR ANY REPRESENTATIVE OF
VALUE. GAMBLING GAME SHALL NOT INCLUDE ANY GAME, LOTTERY, OR
ACTIVITY AUTHORIZED OR LICENSED PURSUANT TO STATE LAW OR
REGULATION.

GAMBLING OPERATION MEANS THE CONDUCT OF GAMBLING GAMES

1 *GAMING* MEANS TO DEAL, OPERATE, CARRY ON, CONDUCT, MAINTAIN OR

2 EXPOSE OR OFFER FOR PLAY ANY GAMBLING GAME OR GAMBLING OPERATION.

3 (B) No person shall:

4 ~~(a)~~ (1) Permit or allow any premises owned, occupied or controlled by him or her to be
5 used or occupied by persons engaged in ~~any act of illegal gambling~~ GAMBLING, A
6 GAMBLING OPERATION, OR GAMING, or in any illegal sale of intoxicating liquor;

7 ~~(b)~~ (2) Permit or allow any fight or disturbance on any premises owned, occupied or
8 controlled by him or her;

9 ~~(c)~~ (3) Transport any person to a place where he or she knows ACTIVITIES
10 PROHIBITED BY THIS SECTION or other illegal activities are practiced, encouraged
11 or allowed for the purpose of enabling the person transported to engage in ANY
12 ACTIVITY PROHIBITED BY THIS SECTION or any other illegal activity;

13 ~~(d)~~ (4) Knowingly attend, frequent, operate or be an occupant of a place of ~~illegal~~
14 ~~gambling~~ GAMBLING OR GAMBLING OPERATION or THE illegal sale of
15 intoxicating liquor, or a place where any other illegal business or occupation is
16 permitted or conducted;

17 ~~(e)~~ (5) Except as allowed by law, keep, maintain or permit the use of a Gaming room,
18 Gaming table, Gambling equipment or any policy or pool tickets, to be used for
19 Gaming, Gambling, OR GAMBLING OPERATION on any premises occupied or
20 controlled by him or her, or place, receive or transmit any bet on the outcome of any
21 race, contest or game of any kind whatsoever; or

22 ~~(f)~~ (6) Attend any cock fight or dog fight.

1 (7) ANY ACTIVITY PROHIBITED BY THIS SECTION 664.04, OR THE
2 PROPERTY UPON WHICH THE PROHIBITED ACTIVITY IS OCCURRING, IS HEREBY
3 DECLARED TO BE A PUBLIC NUISANCE AND THE CITY ATTORNEY IS
4 AUTHORIZED TO BRING A CIVIL ACTION TO ENJOIN AND ABATE THE PUBLIC
5 NUISANCE. FURTHER, UPON CONVICTION OF A PERSON FOR ANY PROHIBITED
6 ACTIVITY UNDER THIS SECTION, TO COMMENCE PROCEEDINGS TO SEIZE
7 THROUGH FORFEITURE PROCEEDINGS ALL PERSONAL PROPERTY, INCLUDING
8 MONEY, UTILIZED IN CONNECTION WITH, OR THE CONDUCT OF, THE PROHIBITED
9 ACTIVITY OR RELATED THERETO. THE CITY ATTORNEY MAY ENTER INTO ANY
10 SETTLEMENT AGREEMENT OR CONSENT JUDGMENT WHICH RESOLVES THE
11 ACTIONS AUTHORIZED UNDER THIS SUBSECTION.

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

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

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

20 Approved as to form:

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City Attorney

Dated: _____

**CITY OF LANSING
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a Public Hearing will be held on Monday, May 21, 2017 at 7:00 p.m. in the City Council Chambers, 10th Floor Lansing City Hall, 124 W. Michigan Ave., Lansing, MI for the purpose of considering:

An Ordinance of the City of Lansing, Michigan, to Amend Chapter 676, Section 676.02, of the Lansing Codified Ordinances to eliminate the archaic list of substances and materials that shall not be cast or deposited on public or private property and provide a place for a replacement ordinance.

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
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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO REPEAL
CHAPTER 676, SECTION 676.02, TO ELIMINATE THE ARCHAIC LIST OF
SUBSTANCES AND MATERIALS THAT SHALL NOT BE CAST OR DEPOSITED ON
PUBLIC OR PRIVATE PROPERTY AND PROVIDE A PLACE FOR A REPLACEMENT
ORDINANCE.

THE CITY OF LANSING ORDAINS:

Section 1. That Chapter 676, Section 676.02, of the Codified Ordinances of the City of
Lansing, Michigan, be and is hereby repealed in its entirety and shall be null and void and of no
effect.

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

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

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

Approved as to form:

City Attorney

Dated: _____

**CITY OF LANSING
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a Public Hearing will be held on Monday, May 21, 2017 at 7:00 p.m. in the City Council Chambers, 10th Floor Lansing City Hall, 124 W. Michigan Ave., Lansing, MI for the purpose of considering:

An Ordinance of the City of Lansing, Michigan, to amend Chapter 676, Section 676.02, of the Lansing Codified Ordinances by to add a new section for the purpose of prohibiting the depositing, distributing, littering, or creating visual blight of private residences or lots with unrequested written paper material, unless secured or hand-delivered.

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO AMEND THE
LANSING CODIFIED ORDINANCES BY AMENDING CHAPTER 676, SECTION 676.02,
TO ADD A NEW SECTION FOR THE PURPOSE OF PROHIBITING THE DEPOSITING,
DISTRIBUTING, LITTERING, OR CREATING VISUAL BLIGHT OF PRIVATE
RESIDENCES OR LOTS WITH UNREQUESTED WRITTEN PAPER MATERIAL, UNLESS
SECURED OR HAND-DELIVERED.

THE CITY OF LANSING ORDAINS:

Section 1. That Chapter 676, Section 676.02, of the Codified Ordinances of the City of
Lansing, Michigan, be and is hereby amended to read as follows:

CHAPTER 676

676.02. (A) **PURPOSE.** THE PURPOSE OF THIS SECTION IS TO PROHIBIT
LITTER AND VISUAL BLIGHT AND TO FURTHER INDIVIDUALS' INTERESTS IN
HAVING THEIR PRIVATE PROPERTY LEFT ALONE BY THOSE WHO DO NOT HAVE
PERMISSION TO USE IT. IT IS NOT THE PURPOSE OF THIS SECTION TO REGULATE
SPEECH OR THE CONTENT OR VIEWPOINT OF A SPEAKER OR THE LITERATURE A
SPEAKER MAY INTEND TO DISTRIBUTE.

(B) NO PERSON SHALL THROW, DEPOSIT, DISTRIBUTE, LITTER, OR SCATTER
UPON THE PRIVATE RESIDENCE OR LOT OF ANOTHER PERSON ANY
UNREQUESTED WRITTEN PAPER MATERIAL, INCLUDING FLYERS, PAMPHLETS,
NEWSPAPERS, OR CIRCULARS, UNLESS THE MATERIAL IS HANDED IN AT THE
DOOR, OR SECURELY FASTENED ON THE PROPERTY OR ON A PORCH BY A

HANGER OR IN ANOTHER MANNER, OR PLACED IN A BOX OR OTHER
RECEPTACLE, IN A WAY THAT THE MATERIAL CAN NOT SCATTER OR BE LEFT
OPEN TO THE ELEMENTS.

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

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

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

Approved as to form:

City Attorney

Dated: _____

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

WHEREAS, this year marks the 38th Anniversary of the Cristo Rey Church Fiesta; and

WHEREAS, the purpose of the Cristo Rey Church Fiesta is to bring the community together in friendship, faith, and cultural celebration; and

WHEREAS, this event continues to present the best in traditional music, the most dazzling folkloric performances, the best in traditional food, and a great Mercado (Market Place); and

WHEREAS, the Cristo Rey Church Fiesta has become the largest Latino Cultural Event in Mid-Michigan, attracting more than 20,000 people to this three-day event traditionally held each year during the Memorial Weekend; and

WHEREAS, this Annual Fiesta serves as a primary fundraiser for Cristo Rey Church which helps to provide programs and services to help entire Lansing community; and

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, supports and thanks the organizers of the 38th Cristo Rey Church Fiesta. We hereby encourage the Lansing community to enjoy this celebration.

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

WHEREAS, the Mayor made the appointment of John A. Shaski of 2911 Stoneleigh Drive in Lansing, MI, 48910, as the 2nd Ward Member of the Planning 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 on Development & Planning met on May 7, 2018 and took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of John A. Shaski of 2911 Stoneleigh Drive in Lansing, MI, 48910, as the 2nd Ward Member of the Planning Board for a term to expire June 30, 2022.

BY THE COMMITTEE ON DEVELOPMENT AND PLANNING
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 on Development and Planning 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 ON INTERGOVERNMENTAL RELATIONS
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 a City of Lansing Member of the Capital Area Transportation Authority for a term to expire September 30, 2021; 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 Intergovernmental Relations met on May 16, 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, Lansing, MI 48910 as a City of Lansing Member of the Capital Area Transportation Authority for a term to expire September 30, 2021.

FY 2019 DRAFT Budget Policies
(as adopted in Res. 2017-131 FY18 Budget -5/15/2017)

In accordance with the State Uniform Budget and Accounting Act (Public Act 2 of 1968), the City of Lansing's annual appropriations, as set forth in the annual budget resolution, shall be made in accordance with Generally Accepted Accounting Principles (GAAP) and shall apply to all funds except internal service funds, debt service funds, permanent funds, and trust and agency funds.

The City's fiscal year is July 1 through June 30. In accordance with the City Charter, on or before the fourth Monday in March, the Mayor submits to the City Council a proposed operating budget for the fiscal year commencing the following July 1. No later than the third Monday in May, the Council adopts the budget and sets the property tax rates for the ensuing fiscal year.

Appropriations are set forth in the annual budget resolution. Authority to transfer between appropriations is dictated by City Charter; however, additional administrative budget transfer authority is granted for the following instances. The Administration is requested to submit to Council quarterly reports of such transfers.

Wastewater Funds – the transfer residual State Revolving Fund (SRF) loan and/or bond proceeds between projects and project segments.

Flood Control – the transfer of funds for flood control and/or storm sewer purposes to address flooding or unanticipated storm sewer maintenance needs.

Major and Local Street (Act 51) Funding – Transfer authority is not limited by departmental allocation, and administrative authority is included for appropriation of MDOT special authorization funding.

Parking System – the transfer of capital project accounts from operating accounts is permitted to meet bid or unforeseen capital needs.

Debt Service Funds – the transfer of residual balances between general obligation bond debt service accounts.

Vacancy Factor/funded and unfilled Positions - The budget includes an attrition vacancy allowance of \$500,000. The Administration is requested to provide Council on July 1, 2018 and every month, thereafter, a list of vacant positions by department. The Administration is also requested to provide, on a quarterly basis, a detailed list by

Department of all positions by title, FTE, wages and fringes, and impact on programs and/or services which are included within this allowance. The personnel wages and fringes associated with all positions identified above as of July 1, 2018 and any such position vacated, thereafter, shall be placed in a budget control account, and will require City Council approval for expenditure.

In addition, administrative authority is granted for the transfer of wage and fringe benefit reserves to departmental budgets upon settlement of a collective bargaining agreement.

Carryforwards

Authority is granted to reappropriate available capital project balances as of June 30, 2018 into the FY 2019 budget. All non-capital balances require City Council approval to carryforward, except for encumbered (purchase order) obligations less than \$5,000 and not more than 8 months old.

- Human Services and Community Supported Agencies Funding
The plan for funding Agencies submitted to Council designate particular Agencies. If any agency does not apply for or use their funding, all funds will remain in their respective account(s) for additional appropriation and approval by Council for Human Services and Community Supported Agencies use pursuant to the Charter transfer authority. The Administration/Human Relations Community Services Department is requested to submit to Council a quarterly report on the status of the Human Services and Community Supported Agencies' funding. This report should include the accounting level detail appropriation; amount spent, balance, and a notation as to whether the balance of funds is expected to be spent by the end of the Fiscal Year; if not, why.

General Fund Reserve Policy

The City's General Fund reserves consist of the General Fund fund balance and the Budget Stabilization Fund. Use of and contributions to the Budget Stabilization Fund are dictated by Ordinance section 218.05.

The targeted unrestricted balance for the combination of the General Fund fund balance and the Budget Stabilization Fund is a minimum of 12% of General Fund expenditures and a maximum of 15% of General Fund expenditures. If events necessitate that the combined balances drop below 12% of General Fund expenditures, annual appropriations of a minimum of \$500,000 will be made until the 12% target is reached. In the event that combined reserves are projected to exceed 15% of General Fund revenues, the excess amount will be used to supplement retiree healthcare prefunding.

Debt Management

Appropriations are made to adequately fund annual debt service obligations. Adherence will be made to required debt service reserves, where applicable, as well as to the provision of annual disclosures as required by outstanding bond obligations.

Investment Policy

Management of cash investments is governed by the City's investment policy and in accordance to State statute, with the objective being the maximization of return on the City's governmental funds through pooling of funds where appropriate and permitted, monitoring of interest rates and fee structures. Investments of the Employee Retirement System, the Police and Fire Retirement System, and the VEBA, are governed those respective boards and dictated by their respective investment policies.

Strategic Planning and Budget Development

In working toward the goal of the incorporation of strategic planning into the budget process, this next year, Administration is encouraged to work towards developing a multi-year budgeting process. This process should align the City's master plan, strategic goals, and performance metrics to short-term and long-term budget priority-setting by Council in accordance with Financial Health Team recommendations.

Civil Actions, Claims, and Damages

Whenever a claim is made or any civil action is commenced against the Mayor, a City Council member, a non-bargaining unit employee, or a Lansing retirement board trustee (collectively in this provision "the Employee") for damages caused by an act or acts of the Employee within the scope of his or her authority and while in the course of his or her employment with the City or his or her duties on behalf of the retirement board, the City will pay for, engage, or furnish the services of an attorney to advise the Employee as to the claim and to appear for and represent the Employees in the action. If the City Attorney does not provide the attorney services, the attorney selection shall be made by the City Attorney in the manner the City Charter requires. The City may compromise, settle, and pay a claim before or after the commencement of any civil action. Whenever any judgment for damages caused by the act or acts of the Employee covered under this provision is awarded against the Employee as the result of a civil action, the City will indemnify the Employee or will pay, settle, or compromise the judgment. The City's obligations under this provision, however, is contingent upon the Employee giving prompt notice of the commencement of the action and upon the Employee cooperating in the preparation, defense, and settlement of the action. The term "scope of authority" under this provision does not include any act or acts of Employee (i) fraud, (ii) dishonesty, (iii) willful, intentional, or deliberate violation of the law or breach of fiduciary duty, (iv) criminal act, or (v) traffic violation; nor does this provision abrogate or diminish governmental immunity.

Grants

The Administration shall present to Council every application for any grant and, upon notification of the award of a grant, shall submit the grant to Council for acceptance. Administrative authority is given to create the necessary accounts and transfers in accordance with the requirements of the grantor. Any grant that can be applied for administratively should be submitted for Council review within 10 days of the application.

Transparency and Accountability in Government

Council will review, and when necessary, pass policies, procedures and ordinances to achieve improved transparency and accountability with respect to economic incentives, outsourcing of service and contracting within City government.

Corridor Façade Grants

The Committee of the Whole will generate a resolution of guidelines with LEAP describing the area and requirements for the implementation of the Corridor Façade Grants by August 1, 2017.

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

WHEREAS, in conformance with Article 7, Section 7-101 of the City Charter, on March 26, 2018, the Mayor submitted a proposed budget for the 2018/2019 fiscal year, which spans from July 1, 2018 through June 30, 2019; and

WHEREAS, the City Council held a series of televised public hearings to review Mayor's budget recommendations; and

WHEREAS, the City Council held special Committee of the Whole meetings during evening hours at the Foster Community Center on May 10, 2018 and at the Alfreda Schmidt Community Center on May 15, 2018, and as part of the Council meeting to provide opportunities for citizens to comment on the proposed City budget; and

WHEREAS, in accordance with City Charter and the State Uniform Budgeting and Accounting Act, notice was published and a public hearing was held on May 14, 2018, for the fiscal year 2018/2019 budget and capital improvements program; and

WHEREAS, Public Act 2 of 1968 of the State of Michigan, as amended, provides that the budget resolution of the City shall set forth the total number of mills to be levied under the General Property Tax Act, the estimated revenues, by source, and amounts appropriated to defray expenditures and meet the liabilities of the City for the ensuing fiscal year; and

WHEREAS, the City Council desires to establish certain budget policies for the fiscal year 2018/2019,

NOW, THEREFORE, BE IT RESOLVED that 19.70 mills be levied under the General Property Tax Act for fiscal year 2018/2019 as follows:

City Operating: 19.44
City Debt: .26

BE IT FURTHER RESOLVED that the City's sewage rate shall be increased by 3.0% for FY 2018/2019;

BE IT FURTHER RESOLVED that the following changes to the City's fee and charges be adopted:

	From Current FY 2018	To Adopted FY 2019
Fire Department		
Ambulance Fee - Advanced Life Support 2	\$ 900.00	\$ 1,150.00
Ambulance transport mileage (per mile)	\$ 13.50	\$ 16.50
EMS Report Fee	\$ 4.00	\$ 10.00
Economic Development & Planning - Building Safety		
Non-FOIA Search and Copy Charge (per 15 minutes)	new fee	\$ 10.00
Non-FOIA Search and Copy Charge - CD/DVD (each)	new fee	\$ 2.00
Economic Development & Planning - Parking System		
South Capitol Ramp Permits (Monthly)		
Reserved	\$ 135.00	\$ 141.00
Covered	\$ 107.00	\$ 115.00
Roof	\$ 85.00	\$ 90.00
Basement	\$ 112.00	\$ 120.00
North Grand Ramp Permits (Monthly)		
General	\$ 128.00	\$ 140.00
Reserved	\$ 150.00	\$ 160.00
Roof	\$ 93.00	\$ 110.00
North Capitol Ramp Permits (Monthly)		
General	\$ 93.00	\$ 110.00
Townsend Ramp Permits (Monthly)		
Reserved Basement/Level 1	\$ 167.00	\$ 170.00
General, Levels 2-5	\$ 143.00	\$ 150.00
General, Levels 6-8	\$ 130.00	\$ 133.00

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	From Current FY 2018	To Adopted FY 2019
Transient Parking Rates		
VIP Hourly Rate per half-hour (all ramps)	\$ 0.70	\$ 1.05
Hourly rate per half hour (Townsend, South Capitol, North Capitol Ramps)	\$ 1.00	\$ 1.25
Hourly rate per half hour (North Grand Ramp)	\$ 1.00	\$ 1.50
Daily Maximum (Townsend, South Capitol, North Capitol Ramps)	\$ 10.00	\$ 12.50
Daily Maximum (North Grand Ramp)	\$ 10.00	\$ 15.00
Lot Rates (Monthly)		
Lot #1	\$ 75.00	\$ 85.00
Lot #49	\$ 50.00	\$ 60.00
Lot #49A	\$ 50.00	\$ 60.00
Lot #50	\$ 22.00	\$ 30.00
Lot #52	\$ 63.00	\$ 70.00
Lot #53	\$ 63.00	\$ 70.00
Lot #55	\$ 68.00	\$ 80.00
Lost Ticket Rates		
North Capitol Ramp	\$ 10.00	\$ 12.50
Townsend, South Capitol Ramps	\$ 10.00	\$ 25.00
North Grand Ramp	\$ 20.00	\$ 30.00

Office of Community Media

Inflatable Movie Screen & Equipment Rental - free community events	new fee \$	500.00
Inflatable Movie Screen & Equipment Rental - ticketed events	new fee \$	1,000.00
Media Center theatre space rental - professional video or ticketed event	new fee \$	500.00
Media Center theatre space rental - free community event (per hour)	new fee \$	20.00
Media Center theatre space rental - non-commercial production, non-business hours (per hour)	new fee \$	20.00
Backpack studio rental - commercial production (per day)	new fee \$	100.00
Intermediate Production class - Resident	new fee \$	55.00
Intermediate Production class - Nonresident	new fee \$	105.00
Camera Package Rental - commercial production	new fee \$	100.00
Live Production Trailer with final edited product with staff and equipment	new fee \$	1,750.00

Parks & Recreation Department

Marshall Park Sand Volleyball - no equipment (per hour)	\$ 5.00	\$ 10.00
Marshall Park Sand Volleyball - with equipment (per hour)	\$ 8.00	\$ 15.00
Frances Park Pavilion Rental - 1/2 Pavilion, 1/2 Day Weekday	Change in rate structure	\$ 70.00
Frances Park Pavilion Rental - 1/2 Pavilion, 1/2 Day Weekend		\$ 80.00
Frances Park Pavilion Rental - Full Pavilion, 1/2 Day Weekday		\$ 115.00
Frances Park Pavilion Rental - Full Pavilion, 1/2 Day Weekend		\$ 135.00
Frances Park Pavilion Rental - Full Pavilion, Full Day - Weekday		\$ 190.00
Frances Park Pavilion Rental - Full Pavilion, Full Day - Weekend		\$ 220.00
Frances Park Pavilion Rental - 1/2 Pavilion, 1/2 Day Holiday		\$ 100.00
Frances Park Pavilion Rental - Rental of 1/2 Pavilion Full Day Holiday		\$ 165.00
Frances Park Pavilion Rental - Full Pavilion, Full Day Holiday		\$ 275.00
Frances Park Pavilion Clean Up Fee Rental - Deposit for Clean Up Forfeited		\$ 50.00
Hunter Park Pavilion Rental - 1/2 Day Weekday/Weekend		\$ 35.00
Hunter Park Pavilion Rental - Full Day Weekday/Weekend		\$ 60.00
Hunter Park Pavilion Rental - 1/2 Day Holiday		\$ 65.00
Hunter Park Pavilion Rental - Full Day Holiday		\$ 110.00
Moore's Park Pavilion Rental - 1/2 Day, Weekday/Weekend		\$ 45.00
Moore's Park Pavilion Rental - Full Day Weekday/Weekend		\$ 70.00
Moore's Park Pavilion Rental - 1/2 Day Holiday		\$ 75.00
Moore's Park Pavilion Rental - Full Day Holiday		\$ 125.00
Washington Park Pavilion Rental - 1/2 Day, Weekday/Weekend		\$ 45.00
Washington Park Pavilion Rental - Full Day Weekday/Weekend		\$ 70.00
Washington Park Pavilion Rental - 1/2 Day Holiday		\$ 75.00
Washington Park Pavilion Rental - Full Day Holiday		\$ 125.00
Adams Riverfront Park Rental	\$ 150.00	\$ 500.00

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	From Current FY 2018	To Adopted FY 2019
Grand River Park Boat Slip Rental - Resident	\$ 200.00	\$ 220.00
Grand River Park Boat Slip Rental - Nonresident	\$ 400.00	\$ 420.00
Turner Dodge - Teas	\$ 15.00	\$ 19.00
Turner Dodge / First Floor Rental - Resident (per hour)	\$ 110.00	\$ 120.00
Turner Dodge / First Floor Rental - Non-Resident (per hour)	\$ 125.00	\$ 135.00
Turner Dodge / Entire House Rental - Resident (per hour)	\$ 145.00	\$ 155.00
Turner Dodge / Entire House Rental - Non-Resident	\$ 160.00	\$ 170.00
Special Recreation - Road Rally	\$ 75.00	\$ 100.00
Community Center - Kids cooking class	\$ 20.00	\$ 30.00
SEPA Late Fee - Adado Riverfront Park <30 days from event	new fee	\$ 150.00
SEPA Late Fee - Rivertrail Rental <30 days from event	new fee	\$ 125.00
Adult Men's Baseball League - Age 30+	\$ 907.00	\$ 1,007.00
Adult Men's Baseball League - Age 40+	\$ 907.00	\$ 1,007.00
Adult Men's Baseball City League	\$ 1,249.00	\$ 1,350.00
Girl's Wildcat Softball, before May 10 - Resident	\$ 30.00	\$ 40.00
Girl's Wildcat Softball, before May 10 - Nonresident	\$ 35.00	\$ 45.00
Girl's Wildcat Softball, after May 10 - Resident	\$ 40.00	\$ 50.00
Girl's Wildcat Softball, after May 10 - Nonresident	\$ 45.00	\$ 55.00
Baseball Field Rentals - Youth Tournaments (per game)	\$ 30.00	\$ 100.00
Baseball Field Rentals - Adult Tournaments (per game)	\$ 35.00	\$ 120.00

Public Service Department Refuse and Recycling Funds:

Refuse Bags:		
Individual Bags	\$ 2.00	\$ 2.25
5 bags	\$ 10.00	\$ 11.25
Carts:		
21 gallon cart	\$ 40.00	\$ 42.00
32 gallon cart	\$ 43.00	\$ 44.00
65 gallon cart	\$ 48.00	\$ 49.00
95 gallon cart	\$ 54.00	\$ 55.00
Blue cart late fee	\$ 5.00	\$ 10.00
Recycling Fee	\$ 98.50	\$ 105.00
Recycling Commercial Fee (per quarter)	\$ 47.00	\$ 52.00
Recycling Fee - Special Events, Cart Rental	\$ 10.00	\$ 15.00
Recycling Fee - Special Events, Noncompliance (contamination)	new fee	\$ 10.00

BE IT FURTHER RESOLVED that the following appropriations and revenue projections are adopted as the City's budget for the FY 2018/2019 fiscal year:

	FY 2019 Proposed	Council Changes	FY 2019 Adopted
Estimated Revenues			
Property Taxes	\$ 40,315,000		\$ 40,315,000
Income Taxes	38,500,000		38,500,000
State Shared Revenues	19,196,700		19,196,700
Licenses and Permits	1,677,000		1,677,000
Charges for Services	9,017,200		9,017,200
Fines and Forfeitures	2,456,100		2,456,100
Interest and Rents	205,000		205,000
Return on Equity	22,500,000		22,500,000
Other Revenue	333,000		333,000
Transfers	100,000		100,000
Use of/(Contribution to) Fund Balance	-		-
Total Revenue	\$ 134,300,000	\$ -	#####
Appropriations			
City Council			
Personnel	\$ 494,573		\$ 494,573
Operating	219,427		219,427
Total	\$ 714,000	\$ -	\$ 714,000

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	<u>FY 2019 Proposed</u>	<u>Council Changes</u>	<u>FY 2019 Adopted</u>
Internal Audit			
Personnel	\$ 182,261		\$ 182,261
Operating	12,639		12,639
Total	<u>\$ 194,900</u>	<u>\$ -</u>	<u>\$ 194,900</u>
Courts			
Personnel	\$ 5,186,717		\$ 5,186,717
Operating	1,418,783		1,418,783
Total	<u>\$ 6,605,500</u>	<u>\$ -</u>	<u>\$ 6,605,500</u>
Mayor's Office			
Personnel	\$ 1,076,326		\$ 1,076,326
Operating	220,474		220,474
Total	<u>\$ 1,296,800</u>	<u>\$ -</u>	<u>\$ 1,296,800</u>
Office of Community Media			
Personnel	\$ 431,375		\$ 431,375
Operating	38,525		38,525
Total	<u>\$ 469,900</u>	<u>\$ -</u>	<u>\$ 469,900</u>
City Clerk' Office			
Personnel	\$ 955,857		\$ 955,857
Operating	241,143		241,143
Total	<u>\$ 1,197,000</u>	<u>\$ -</u>	<u>\$ 1,197,000</u>
Neighborhood and Citizen Engagement			
Personnel	\$ 540,790		\$ 540,790
Operating	322,710		322,710
Total	<u>\$ 863,500</u>	<u>\$ -</u>	<u>\$ 863,500</u>
Economic Development and Planning			
Personnel	\$ 2,576,020		\$ 2,576,020
Operating	2,415,280		2,415,280
Total	<u>\$ 4,991,300</u>	<u>\$ -</u>	<u>\$ 4,991,300</u>
Finance			
Personnel	\$ 4,208,563		\$ 4,208,563
Operating	1,263,037		1,263,037
Total	<u>\$ 5,471,600</u>	<u>\$ -</u>	<u>\$ 5,471,600</u>
Human Resources			
Personnel	\$ 1,239,243		\$ 1,239,243
Operating	878,757		878,757
Total	<u>\$ 2,118,000</u>	<u>\$ -</u>	<u>\$ 2,118,000</u>
City Attorney			
Personnel	\$ 1,905,589		\$ 1,905,589
Operating	262,711		262,711
Total	<u>\$ 2,168,300</u>	<u>\$ -</u>	<u>\$ 2,168,300</u>
Police			
Personnel	\$ 36,508,691		\$ 36,508,691
Operating	6,684,609		6,684,609
Total	<u>\$ 43,193,300</u>	<u>\$ -</u>	<u>\$ 43,193,300</u>
Fire			
Personnel	\$ 29,283,556		\$ 29,283,556
Operating	4,866,344		4,866,344
Total	<u>\$ 34,149,900</u>	<u>\$ -</u>	<u>\$ 34,149,900</u>
Public Service			
Personnel	\$ 2,857,678		\$ 2,857,678
Operating	8,714,822		8,714,822
Total	<u>\$ 11,572,500</u>	<u>\$ -</u>	<u>\$ 11,572,500</u>

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	FY 2019 Proposed	Council Changes	FY 2019 Adopted
Human Relations & Community Service			
Personnel	\$ 1,427,118		\$ 1,427,118
Operating	171,182		171,182
Total	<u>\$ 1,598,300</u>	<u>\$ -</u>	<u>\$ 1,598,300</u>
Parks & Recreation			
Personnel	\$ 4,947,423		\$ 4,947,423
Operating	3,353,577		3,353,577
Total	<u>\$ 8,301,000</u>	<u>\$ -</u>	<u>\$ 8,301,000</u>
Human Services			
Operating	\$ 1,660,000		\$ 1,660,000
Total	<u>\$ 1,660,000</u>	<u>\$ -</u>	<u>\$ 1,660,000</u>
City-Supported Agencies			
Operating	\$ 381,400		\$ 381,400
Total	<u>\$ 381,400</u>	<u>\$ -</u>	<u>\$ 381,400</u>
Non-Departmental			
Vacancy Factor	\$ (500,000)		\$ (500,000)
Library Lease	150,000		150,000
Debt Service	1,154,000		1,154,000
Transfers	6,548,800		6,548,800
Total	<u>\$ 7,352,800</u>	<u>\$ -</u>	<u>\$ 7,352,800</u>
Total Appropriations	<u><u>\$ 134,300,000</u></u>	<u><u>\$ -</u></u>	<u><u>#####</u></u>

II. SPECIAL REVENUE FUNDS

MAJOR STREETS FUND

Estimated Revenues			
Gas & Weight Tax Receipts	\$ 9,588,800		\$ 9,588,800
Utility Permit Fees (Metro Act)	450,000		450,000
Reimbursements	959,000		959,000
Miscellaneous Revenue	45,000		45,000
Transfer from Other Funds	100,000		100,000
Use of/(Contribution to) Fund Balance	1,811,200		1,811,200
Total Revenue	<u><u>\$ 12,954,000</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 12,954,000</u></u>
Appropriations			
Personnel	\$ 3,003,107		\$ 3,003,107
Operating	3,824,693		3,824,693
Capital	2,700,000		2,700,000
Debt Service	526,200		526,200
Transfers	2,900,000		2,900,000
Total Appropriations	<u><u>\$ 12,954,000</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 12,954,000</u></u>

LOCAL STREETS FUND

Estimated Revenues			
Gas & Weight Tax Receipts	\$ 3,196,200		\$ 3,196,200
Reimbursements	200,000		200,000
Miscellaneous Revenue	120,000		120,000
Transfer from Other Funds	5,270,000		5,270,000
Use of/(Contribution to) Fund Balance	(125,200)		(125,200)
Total Revenue	<u><u>\$ 8,661,000</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 8,661,000</u></u>
Appropriations			
Personnel	\$ 3,042,012		\$ 3,042,012
Operating	2,371,588		2,371,588
Capital	2,520,000		2,520,000
Debt Service	727,400		727,400
Total Appropriations	<u><u>\$ 8,661,000</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 8,661,000</u></u>

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	FY 2019 Proposed	Council Changes	FY 2019 Adopted
STADIUM FUND			
Estimated Revenues			
Operating Revenues	\$ 400,000		\$ 400,000
Stadium Naming Rights	120,000		120,000
Reimbursements	125,000		125,000
Transfers In	512,000		512,000
Use of/(Contribution to) Fund Balance	-		-
Total Revenue	<u>\$ 1,157,000</u>	<u>\$ -</u>	<u>\$ 1,157,000</u>

Appropriations			
Debt Service	\$ 1,157,000		\$ 1,157,000
Total Appropriations	<u>\$ 1,157,000</u>	<u>\$ -</u>	<u>\$ 1,157,000</u>

BUILDING DEPARTMENT FUND

Estimated Revenues			
Licenses & Permits	\$ 2,592,200		\$ 2,592,200
Charges for Services	2,500		2,500
Miscellaneous	300		300
Use of/(Contribution to) Fund Balance	(25,000)		(25,000)
Total Revenue	<u>\$ 2,570,000</u>	<u>\$ -</u>	<u>\$ 2,570,000</u>

Appropriations			
Personnel	\$ 2,029,226		\$ 2,029,226
Operating	540,774		540,774
Total Appropriations	<u>\$ 2,570,000</u>	<u>\$ -</u>	<u>\$ 2,570,000</u>

CDBG FUND

Estimated Revenues			
Federal Grants	\$ 2,850,968		\$ 2,850,968
General Fund Transfer	152,530		152,530
Total Revenue	<u>\$ 3,003,498</u>	<u>\$ -</u>	<u>\$ 3,003,498</u>

Appropriations			
Personnel	\$ 1,058,885		\$ 1,058,885
Operating	1,944,613		1,944,613
Total Appropriations	<u>\$ 3,003,498</u>	<u>\$ -</u>	<u>\$ 3,003,498</u>

HOME GRANT FUND

Estimated Revenues			
Federal Grants	\$ 1,689,435		\$ 1,689,435
General Fund Transfer	26,720		26,720
Total Revenue	<u>\$ 1,716,155</u>	<u>\$ -</u>	<u>\$ 1,716,155</u>

Appropriations			
Personnel	\$ 201,697		\$ 201,697
Operating	1,514,458		1,514,458
Total Appropriations	<u>\$ 1,716,155</u>	<u>\$ -</u>	<u>\$ 1,716,155</u>

EMERGENCY SHELTER GRANT FUND

Estimated Revenues			
Federal Grants	\$ 167,605		\$ 167,605
General Fund Transfer	-		-
Total Revenue	<u>\$ 167,605</u>	<u>\$ -</u>	<u>\$ 167,605</u>

Appropriations			
Operating	\$ 167,605		\$ 167,605
Total Appropriations	<u>\$ 167,605</u>	<u>\$ -</u>	<u>\$ 167,605</u>

DRAFT

	FY 2019 Proposed	Council Changes	FY 2019 Adopted
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FEDERAL DRUG LAW ENFORCEMENT SPECIAL REVENUE FUND

Estimated Revenues			
Drug Forfeitures	\$ -		\$ -
Use of/(Contribution to) Fund Balance	108,000		108,000
Total Revenue	\$ 108,000	\$ -	\$ 108,000
Appropriations			
Personnel	\$ -	\$ -	\$ -
Operating	108,000	-	108,000
Total Appropriations	\$ 108,000	\$ -	\$ 108,000

STATE/LOCAL DRUG LAW ENFORCEMENT SPECIAL REVENUE FUND

Estimated Revenues			
Drug Forfeitures	\$ -		\$ -
Use of/(Contribution to) Fund Balance	523,600		523,600
Total Revenue	\$ 523,600	\$ -	\$ 523,600
Appropriations			
Operating	\$ 523,600	\$ -	\$ 523,600
Transfers	-	-	-
Total Appropriations	\$ 523,600	\$ -	\$ 523,600

DRUG LAW ENFORCEMENT FUND - TRI-COUNTY METRO

Estimated Revenues			
Drug Forfeiture Revenues	\$ 428,220		\$ 428,220
Contributions from Local Units	428,220		428,220
Total Revenue	\$ 856,440	\$ -	\$ 856,440
Appropriations			
Personnel	\$ 86,920	\$ -	\$ 86,920
Operating	769,520	-	769,520
Transfers	-	-	-
Total Appropriations	\$ 856,440	\$ -	\$ 856,440

DOWNTOWN LANSING, INC.

Estimated Revenues			
Special Assessments	\$ 420,400		\$ 420,400
Grants	10,000		10,000
Miscellaneous	290,275		290,275
Transfer from General Fund	156,300		156,300
Use of/(Contribution to) Fund Balance	14,525		14,525
Total Revenue	\$ 891,500	\$ -	\$ 891,500
Appropriations			
Personnel	\$ 164,875		\$ 164,875
Operating	726,625		726,625
Total Appropriations	\$ 891,500	\$ -	\$ 891,500

DRAFT

		FY 2019 Proposed	Council Changes	FY 2019 Adopted
III.	ENTERPRISE FUNDS			
	CEMETERIES FUND			
Estimated Revenues				
Cemetery Service Revenue	\$	190,150		\$ 190,150
Sale of Lots		70,000		70,000
Other		3,000		3,000
Transfer from Perpetual Care		5,000		5,000
Transfer from Parks Millage		486,850		486,850
Use of/(Contribution to) Fund Balance		-		-
Total Revenue	\$	755,000	\$ -	\$ 755,000
Appropriations				
Personnel	\$	414,989		\$ 414,989
Operating		313,011		313,011
Transfers		27,000		27,000
Total Appropriations	\$	755,000	\$ -	\$ 755,000
	GOLF FUND			
Estimated Revenues				
Transfers In - Parks Millage	\$	179,400		\$ 179,400
Total Revenue	\$	179,400	\$ -	\$ 179,400
Appropriations				
Operating	\$	179,400		\$ 179,400
Total Appropriations	\$	179,400	\$ -	\$ 179,400
	PARKING FUND			
Estimated Revenues				
Parking Revenue	\$	5,985,600		\$ 5,985,600
Baseball Revenue		55,000		55,000
Parking Fines		500,000		500,000
Other Revenue		1,251,269		1,251,269
Use of/(Contribution to) Fund Equity		4,396,131		4,396,131
Total Revenue	\$	12,188,000	\$ -	\$ 12,188,000
Appropriations				
Personnel	\$	2,406,137		\$ 2,406,137
Operating		2,500,053		2,500,053
Capital		3,976,810		3,976,810
Debt Service		3,305,000		3,305,000
Total Appropriations	\$	12,188,000	\$ -	\$ 12,188,000
	WASTEWATER FUND			
Estimated Revenues				
Sewer Charges	\$	35,733,000		\$ 35,733,000
Interest Income		148,960		148,960
Low Income Credit		(2,000)		(2,000)
Miscellaneous Income		-		-
Use of/(Contribution to) Fund Equity		4,890,040		4,890,040
Total Revenue	\$	40,770,000	\$ -	\$ 40,770,000
Appropriations				
Personnel	\$	8,329,628		\$ 8,329,628
Operating		8,467,596		8,467,596
Capital		9,228,000		9,228,000
Debt Service		14,744,776		14,744,776
Total Appropriations	\$	40,770,000	\$ -	\$ 40,770,000

DRAFT

	FY 2019 Proposed	Council Changes	FY 2019 Adopted
REFUSE FUND			
Estimated Revenues			
Operating Income	\$ 2,133,004		\$ 2,133,004
Interest Income	7,000		7,000
Use of/(Contribution to) Fund Equity	(215,004)		(215,004)
Total Revenue	<u>\$ 1,925,000</u>	<u>\$ -</u>	<u>\$ 1,925,000</u>
Appropriations			
Personnel	\$ 945,893		\$ 945,893
Operating	929,107		929,107
Capital	50,000		50,000
Total Appropriations	<u>\$ 1,925,000</u>	<u>\$ -</u>	<u>\$ 1,925,000</u>

RECYCLING FUND			
Estimated Revenues			
Operating Income	\$ 4,130,540		\$ 4,130,540
Sale of Recycled Materials	-		-
Interest Income	-		-
Use of/(Contribution to) Fund Equity	169,460		169,460
Total Revenue	<u>\$ 4,300,000</u>	<u>\$ -</u>	<u>\$ 4,300,000</u>
Appropriations			
Personnel	\$ 2,196,847		\$ 2,196,847
Operating	1,598,340		1,598,340
Debt Service	454,813		454,813
Capital	50,000		50,000
Total Appropriations	<u>\$ 4,300,000</u>	<u>\$ -</u>	<u>\$ 4,300,000</u>

IV. CAPITAL PROJECT FUNDS

CAPITAL IMPROVEMENT (CIP) FUND			
Estimated Revenues			
Transfer from the General Fund	\$ 1,395,000		\$ 1,395,000
Loan Revenue	180,000		180,000
PEG (Cable Capital) Revenues	400,000		400,000
Total Revenue	<u>\$ 1,975,000</u>	<u>\$ -</u>	<u>\$ 1,975,000</u>
Appropriations			
Capital	\$ 995,000		\$ 995,000
PEG Capital	300,000		300,000
Debt Service	180,000		180,000
Transfer to General Fund	100,000		100,000
Transfers to Street Funds	400,000		400,000
Total Appropriations	<u>\$ 1,975,000</u>	<u>\$ -</u>	<u>\$ 1,975,000</u>

PARKS MILLAGE FUND			
Estimated Revenues			
Transfer from the General Fund	\$ 2,036,250		\$ 2,036,250
Total Revenue	<u>\$ 2,036,250</u>	<u>\$ -</u>	<u>\$ 2,036,250</u>
Appropriations			
Transfers to Golf/Cemetery Funds	\$ 666,250		\$ 666,250
Capital	1,370,000		1,370,000
Total Appropriations	<u>\$ 2,036,250</u>	<u>\$ -</u>	<u>\$ 2,036,250</u>

BE IT FINALLY RESOLVED, that the following policies are hereby established for the 2018/2019 fiscal year:

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PASSAGE OF ORDINANCE

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

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

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

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

☐ ADOPTED

☐ FAILED

ORDINANCE # _____

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

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Chris Swope
Lansing City Clerk

May 18, 2018

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

Dear President Wood and Council Members:

Pursuant to Article 5, Section 5-105.8 of the Lansing City Charter, the attached Rules of Administrative Procedure for the Board of Police Commissioners have been approved as to form by the City Attorney and placed on file in my office.

The Charter stipulates that these rules will be effective at the conclusion of the Council meeting at which they are received unless the Council directs otherwise. The Charter further allows the Council to object to the rules in whole or in part and to return them to the board proposing their adoption with a statement of its objections and recommendations.

Sincerely,

Chris Swope, CMMC/MMC
Lansing City Clerk



Lansing Police Department Manual

Mike Yankowski, Chief of Police

200.4 — BOARD OF POLICE COMMISSIONERS — MEETINGS

Operational Procedure

Effective Date: 01/2017

Rescinds: 02/2001

PURPOSE

The purpose of this administrative procedure is to establish the manner in which Board of Police Commissioners meetings are scheduled and the order in which they are to be conducted.

SCHEDULING

- The Board will schedule their regular monthly meetings on the third Tuesday of each month at 5:30 pm.
- Public notice of any special meeting will be posted at least eighteen (18) hours before the meeting.
- All meeting notices will be prepared and posted, in compliance with the Open Meetings Act, by person designated by the Board as the Board Secretary/ Designee.
- In the case of a special meeting, which may be called by the Board Chairperson, Vice-Chairperson, or Acting Chairperson, each Board member will be notified in advance of the time and place of such meeting.
- All meetings of the Board will be governed by the [Open Meetings Act of 1976, PA 267](#), [MCLA 15.261](#); [MSA 4.1800](#). Public notice of meetings will be given in accordance with this Act.

ELECTION AND TERMS OF OFFICE

- The Board will, at its regular meeting in June, elect a Chairperson and Vice-Chairperson to serve for two year terms. In the event that the June meeting is not conducted, the Board will elect a Chairperson and Vice-Chairperson at the next meeting conducted by the Board. In such a situation, the incumbent officers will retain the positions and discharge applicable responsibilities until the next election.
- Any member of the Board is eligible for election or re-election; however, no member may be elected to the position of Chairperson for more than two (2) consecutive terms.
- The Chairperson will preside at all Board meetings. In the event the Chairperson is absent, the Vice-Chairperson will preside. If both officers are absent, the members present will elect an Acting Chairperson to preside at that meeting only.
- If the Chairperson position becomes vacant prior to the end of the term, the Vice-Chairperson will become Chairperson for the remainder of the term. The Board may elect a new Vice-Chairperson to complete such a term.

CHAIRPERSON'S RESPONSIBILITIES

- The Chairperson will appoint such standing committees or ad-hoc committees, as are necessary to perform the administrative duties of the Board. Once standing committee or ad-hoc committee appointments are made by the Chairperson, those committee appointees will remain in place to coincide with the Chairperson's two (2) year term of office. When selecting committees efforts should be made by the Chairperson to ensure each Board Member has the opportunity to be exposed to various committee assignments during their time on the Board.

- In addition to presiding at all Board meetings the Chairperson will perform all the duties of Board Chairperson as may be necessary or as described in this procedure.
- Unless otherwise provided by this procedure, "Robert's Rules of Order" will govern the conduct of Board meetings.

TERMS, QUORUM, AND ATTENDANCE

- Elected officers of the Board will serve for two (2) year terms, or until they are replaced in an election.
- A quorum at all meetings will consist of five (5) members of the Board.
- Attendance: The Lansing City Charter provides that, "The rules will define the extent to which non-attendance at meetings may be grounds for removal from office" Lansing City Charter, Section 5-105.7.
 - The Board secretary will record the attendance of members at every regularly scheduled or special Board meeting, and maintain attendance records for the Board.
 - A violation of either of the following attendance requirements may constitute grounds for removal from office:
 - Absence from three consecutive regularly scheduled meeting.
 - Absence from four or more regularly scheduled meetings in any calendar year.
 - In the event that a meeting is canceled in advance, by the Chairperson, or Vice-Chairperson, due to an expected lack of a quorum, those Board members who indicate their availability to the Board Secretary will not be considered absent. In order to be considered not absent under this subsection, the board member will notify, or cause to be notified, the Board's Secretary of their availability for the meeting by 2:00 p.m. on the meeting date.
- In the event that the attendance policy is violated, the Board Chairperson will cause a written notice of the violation to be submitted to the Mayor. In the event that the Chairperson is in violation, the Vice-Chairperson will cause the same notification to be submitted.
- In addition to the above notification, the Board may, within its discretion, include a recommendation to the Mayor regarding a proposed sanction or solution for the attendance violation. In the alternative, the Board may also submit a recommendation that no action be taken due to any mitigating circumstance. In either case, the content of the recommendation must be approved by a majority of the members serving. A notification of violation will be submitted regardless of whether the Board decides to include a recommendation.

BOARD SECRETARY

The Board will appoint a secretary or secretaries to record the proceedings of all meetings. The Board secretary will submit a copy of this record to the City Clerk within seven (7) days of the meeting.

MEETING AGENDA

The meeting agenda for regularly scheduled board meetings, unless otherwise posted or for special meetings, will be available and posted in compliance with the Open Meetings Act.

PUBLIC COMMENT

- The Board recognizes the right and encourages "Public Comment" at meetings. In order to facilitate the orderly conduct of business, each individual's time for comment is limited to three (3) minutes, unless this time limit is extended by majority vote of the Board Members present.

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- The scope of Public Comment, at the beginning of the meeting, will be limited to those items which fall within the authority of the Board. The scope of Public Comment, at the end of the meeting, may include any topic of interest that is relevant to issues directly related to the Lansing Police Department.

APPROVED AS TO FORM
Lisa K. Hugen
for CITY ATTORNEY

RECEIVED
2018 MAY 15 AM 9:00
LANSING CITY CLERK

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

WHEREAS, the City Clerk has forwarded an application for a City License, which has been routinely processed without objection, and is ready for final action by this Council; and,

WHEREAS, all required signatures have been obtained supporting the application for a fireworks display license;

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council, hereby, approves the application for a City License as follows:

FIREWORKS DISPLAY LICENSE:

Great Lakes Fireworks for a public display of fireworks in the City of Lansing at 601 Leshar Pl, Lansing, MI 48912 to be held on July 4th, 2018 with a rain date of July 5th, 2018.



Virg Bernero
Mayor

City of Lansing



IDENTIFYING INFORMATION		
CONTRACT NAME <i>Great Lakes fireworks</i>		
CONTRACT POINT PERSON <i>Tracy</i>	PHONE <i>7830</i>	E-MAIL
INITIATING DEPARTMENT/DIVISION <i>City clerk</i>		CONTRACT, P.R. OR P.O. NUMBER

DEADLINE INFORMATION	
REQUEST DATE: <i>5/15/18</i>	HIGH PRIORITY? Y N
DEADLINE FOR MAYOR APPROVAL:	
DEADLINE FOR COUNCIL APPROVAL (if applicable):	

ROUTING INFORMATION

INITIATING DEPARTMENT: Please list the departments that need to approve this contract **IN ORDER** in the boxes below. All contracts must be routed to the Controller, City Attorney, Mayor and Clerk. NOTE: If the contract requires a signature from an outside organization, please put your own department on the list in the appropriate order so you can obtain this signature.

APPROVING DEPARTMENTS: Please fill in the Received, Approved, and Forwarded boxes next to the name of your department. Once approved, **Hand Deliver** this contract to the next department on the list and send a confirmation **e-mail** to the Contract Point Person.

DIVISION/ DEPARTMENT	RECEIVED		APPROVED		FORWARDED		
	Date	By	Date	By	Date	By	To
<i>(Law) City Attorney</i>							

NOTES AND ADDITIONAL INSTRUCTIONS

Original Contract and Routing Form **MUST** be filed with the City Clerk at the end of the process.



Chris Swope
Lansing City Clerk

Fireworks Display License Application

(City Codified Ordinances – Chapter 1815.01 – 1815.06)
<http://ml-lansing.civicplus.com/171/Business-Licenses>

Applicant Checklist:

(Ensure All Items Completed)

Payment: ☐ Bond and/or Insurance: ☐

Copies of ID's: ☐ Treasury Form Completed: ☐

Application Completed: ☐

ANNUAL NON-REFUNDABLE LICENSE FEE: \$150.00

Additional Requirements:

- Proof of a bond, an insurance policy naming the City as co-insured, or a combination of both, available for the payment of any damages arising out of an act or omission of the licensee or his agents, employees, or subcontractors, covering the following: (a) At least \$500,000.00 for property damage; and (b) at least \$500,000.00 for injury to one person and \$1,000,000.00 for injury to two or more persons resulting from the same occurrence.
- Copies of State issued identification for each person who will operate the display.
- If the applicant is a nonresident person, written appointment of a resident agent to serve as legal representative upon whom all process in an action or proceeding against the person may be served

Business Name GREAT LAKES FIREWORKS, LLC		Business Phone Number (586) 779-5062	
Business Address 24805 MARINE	City EASTPOINTE	State, Zip MI 48021	

Business Owner BARRY J BELTZ, MEMBER		Owner Phone Number (586) 709-9768	
Owner Address 24805 MARINE	City EASTPOINTE	State, Zip MI 48021	
Owner Email Address glfpwr@sbcglobal.net	[REDACTED]		

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

Same as above: ☒

Applicant Name		Applicant Phone Number	
Applicant Address	City	State, Zip	
Applicant Email Address		Applicant DOB (MM/DD/YY)	

Bonded By (Bond to be filed with City)	
Bond Expiration Date	Bond Amount

↑ AND/OR ↓

Insured By (Policy to be filed with city) <i>ALLIED SPECIALTY INSURANCE, INC.</i>	
Expiration Date <i>3-27-19</i>	Insured Amount <i>5,000,000</i>

Date of Display <i>JULY 4, 2018</i>	Time of Display <i>APPROX 10:00 PM</i>
Exact Location of Display <i>OAK PARK, 601 LESTER PLACE, LANSING, MI</i>	
Type and Quantity of Fireworks to be used in Display (attach listing if available) <i>SEE ATTACHED</i>	
Manner and location of the storage of the fireworks prior to the display <i>STORED AT FEDERALLY LICENSED FACILITY UNTIL DATE OF DISPLAY</i>	

Lansing City Clerk's Office
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List All Persons Who Will Operate the Display:

Name	Age	Description of Relevant Experience
Barry Beltz	61	1,000+ DISPLAYS THROUGHOUT MI.; APA TRAINED
Seth Baranski	30	20+ DISPLAYS AS LEAD PYRO; APA TRAINED.

Has the applicant, any person with an ownership interest in the applicant, or any person who will operate the display had any citation or conviction for, or guilty plea to, a violation of the laws of the United States, any State or any local unit of government regulating the sale, use, or possession of fireworks?

☐ Yes

☒ No

If yes, disclose details:

I certify that neither the Applicant nor any person with ownership interest is in default to the City of Lansing.

By my signature, I swear (or affirm) that all information provided in this application is true.

Barry J. Beltz
APPLICANT'S SIGNATURE

Lansing City Clerk's Office
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517-483-4131 • 517-377-0068 FAX
www.lansingmi.gov/clerk • city.clerk@lansing.mi.gov

OFFICIAL USE ONLY

Approvals:

Sig. Monika Freed 5/7/18
Police Department Date

Sig. Tammy Good 5/9/18
City Treasurer Date

Sig. Marshaun Blake 5/7/18
Fire Marshal Date

City Attorney Date

OFFICIAL USE

Amount paid: \$150.00

Date paid: 5/11/18

License #: 4092

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Allied Specialty Insurance, Inc. 10451 Gulf Blvd Treasure Island, FL 33706-4814	CONTACT NAME: Michelle Kugler	FAX (A/C, No): 727-367-5695	
	PHONE (A/C, No, Ext): 727-547-3070	E-MAIL ADDRESS: mkugler@alliedspecialty.com	
INSURED GREAT LAKES FIREWORKS, LLC 24805 MARINE EASTPOINTE MI 48021	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: T.H.E. Insurance Company		12866
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:	☒	CPP0100711-08	03/27/2018	03/27/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Protection & Indemnity \$ 1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		CPP0100711-08	03/27/2018	03/27/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		ELP0010168-08 (VL)	03/27/2018	03/27/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	WCP0004594-008 Coverage is afforded in the State(s) of: MI & WI	06/25/2017	06/25/2018	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Excess Liability GL Inland Marine / Hull		ELP0011852-03 (GL) CPP0100711-08	03/27/2018 03/27/2018	03/27/2019 03/27/2019	Ea Occur / Agg Limit \$4,000,000 Hull Limit \$250,000 Show Limit \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Display Date: July 4, 2018

Rain Date: July 5, 2018

Location: Oak Park, Lansing, MI

RE: General Liability, the following are named as additional insured arising out of the negligence of the named insured:

City of Lansing and all its elected and appointed officials, employees, volunteers, boards, commissions, and/or other authorities.

CERTIFICATE HOLDER

City of Lansing
124 W. Michigan Avenue
Lansing, MI 48933

CERT # 1879

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Carol A. Sena

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City of Lansing and all its elected and appointed officials, employees, volunteers, boards, commissions and/or other authorities but as respects the negligence of the named insured only.

Display Date: 07/04/18

Rain Date: 07/05/18

Location of Display: Oak Park Lansing MI

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

INTRODUCTION OF ORDINANCE

_____ introduced:

An Ordinance of the City of Lansing, Michigan, to repeal Chapter 810, Section 810.21 of the Codified Ordinances, to eliminate the Cable Advisory Board and its duties and functions

The Ordinance is referred to the _____

RESOLUTION SETTING PUBLIC HEARING

BY _____

RESOLVED BY THE CITY COUNCIL, CITY OF LANSING, that a public hearing be set for _____ 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 repeal Chapter 810, Section 810.21 of the Codified Ordinances, to eliminate the Cable Advisory Board and its duties and functions.

Interested Persons are invited to attend this Public Hearing

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO REPEAL
CHAPTER 810, SECTION 810.21 OF THE CODIFIED ORDINANCES, TO ELIMINATE
THE CABLE ADVISORY BOARD AND ITS DUTIES AND FUNCTIONS.

THE CITY OF LANSING ORDAINS:

Section 1. That Chapter 810, Section 810.21, of the Codified Ordinances of the City of
Lansing, Michigan, be and hereby is repealed in its entirety and shall be null and void and of no
effect.

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

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

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

Approved as to form:

City Attorney

Dated: _____

BY THE LANSING PARK BOARD
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the mission of Fenner Nature Center is to connect people to nature in the heart of Lansing through conservation, education, and stewardship; and

WHEREAS, the mission of Fenner Conservancy is to support the mission of Fenner Nature Center by providing leadership, oversight, and support to the nature/environmental programming staff of Fenner Nature Center. Fenner Conservancy will accomplish its mission through an organized structure of volunteers, fundraising efforts, and collaboration with the City of Lansing, community groups, and entities; and

WHEREAS, the City of Lansing shares these missions; and

WHEREAS the City of Lansing desires to enter into an agreement with Fenner Conservancy regarding the maintenance of Fenner Nature Center, a public park; and

WHEREAS the City of Lansing shall at all times continue to own the premises and all improvements therein;

WHEREAS the City of Lansing agrees to provide operational funding to Fenner Conservancy in a cash amount of \$30,000 paid on July 1, 2018 and \$25,000 paid on July 1, 2019;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council hereby approves the license agreement between the City of Lansing and Fenner Conservancy regarding operation of Fenner Nature Center subject to the following conditions:

1. The City of Lansing, in consideration of the covenants and agreements specified to be kept by Fenner Conservancy, grants to Fenner Conservancy a non-exclusive license and permit to the area described in the license agreement.
2. Fenner Conservancy shall be entitled to conduct workshops, classes, nature walks, and other activities promoting outdoor recreation and nature/environmental education, as well as volunteer work days to improve the physical condition of the park. All programs are to be conducted in accordance with current practices consistent with Fenner's mission. All programs to be offered are subject to prior approval by the City Director of Parks and Recreation. Additional use consistent with outdoor nature /environmental recreation, which were not explicitly stated in the License Agreement, shall be subject to prior approval of the City Director of Parks and Recreation.
3. Fenner Conservancy shall provide and coordinate significant community outreach, as described in the License Agreement, and shall provide an

annual report to the City of Lansing regarding community outreach activities.

4. The City of Lansing shall be responsible for all reasonable water, electricity, and gas services used on the premises. The City of Lansing shall be responsible for all park, building, and forestry maintenance and repairs at its sole and absolute discretion, including snow removal. All other utility and custodial expenses shall be paid as denoted in the licensing agreement.
5. Fenner Conservancy shall open to the public and staff the Visitor Center a minimum of 24 hours per week, including at least 4 hours on weekends.

BE IT FINALLY RESOLVED that the terms of the License Agreement shall be for 25 years, commencing on February 1, 2018 and expiring on February 1, 2043, unless the license agreement is terminated pursuant to the terms of the agreement prior to stated expiration date. The term shall have an option of a 1-year extension, pursuant to the terms of the license agreement

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

Act-3-2018, 1609 N. Larch, LBWL Property (PPN 33-01-01-09-235-031), Sale of Property

WHEREAS, the City of Lansing Board of Water and Light proposes to dispose of the former electrical substation in the 1609 N. Larch Street; and

WHEREAS, the subject parcel is roughly rectangular in shape, measuring 10,500± square feet, and surrounded by industrial land uses; and

WHEREAS, by Resolution 2007-9-14, the LBWL Board of Commissioners declared the property surplus and approved its sale; and

WHEREAS, no other agency has identified a public purpose for retaining the property; and

WHEREAS, at its meeting on November 20, 2007, the Planning Board reviewed the proposal (Act-16-07) and concurred with the Board of Commissioners, and recommended the sale of the property; and

WHEREAS, a written appraisal of the property, dated November 22, 2006, conducted by the Gannon Group, estimated the market value of the property to be Eight Thousand Dollars (\$8,000.00); and

WHEREAS, a written appraisal of the property, dated January 19, 2017, conducted by Steven E. Rogers, City of Lansing, estimates the market value of the property to be One Hundred Seventy Thousand Five Hundred Dollars (\$170,500.00); and

WHEREAS, an undated "Competitive Market Analysis" by CBRE Martin recommended that the property be listed for Sixty Thousand Dollars (\$60,000.00), taking into account the presence of lead and asbestos on the property; and

WHEREAS, LBWL still retains the property, and now proposes to convey it to Drew LLC, 2547 W Main, Lansing MI 48917, which is interested in acquiring the property and reusing the building for office space; and

WHEREAS, on May 3, 2018, the Planning Board reviewed the revised proposal for the sale of the property (Act-3-2018), and unanimously (6-0) recommended approval, based on the finding that the property is surplus; and

WHEREAS, the Purchase Agreement between the City of Lansing and Drew LLC was placed on file with the City Clerk on _____ 2018, and is presented for approval; and

WHEREAS, the Committee on Development and Planning has reviewed the appraisal reports, the Purchase Agreement, and the report and recommendation of the Planning Board and concurs therewith;

NOW THEREFORE BE IT RESOLVED, the Lansing City Council hereby approves Act-3-2018, and authorizes the sale of the property at 1609 N. Larch Street, legally described as:

LOTS 30 THRU 34 INCL EXC THAT PART LYING W OF A LINE COM 15.28 FT E OF SW COR LOT 30, TH N 10DEG 24MIN 32SCD E TO A PT ON N LINE LOT 32 34.36 FT E OF NW COR SAID LOT, N 10DEG 24MIN 32SCD E 47.9 FT, N 54DEG 50MIN 51SCD E 30.35 FT TO N LINE LOT 34 EXC N 4.25 FT LOT 34; NELLERS SUB NO 1

for the amount of Seventy Thousand (\$70,000.00) Dollars, plus closing costs.

BE IT FINALLY RESOLVED, that the Mayor, on behalf of the City, is hereby authorized to sign and execute all documents to complete this sale, subject to prior approval as to content and form by the City Attorney.

**Act-3-2018, Sale of Larch St. Substation, 1609 N. Larch
April 24, 2018**

STAFF REPORT

Act-3-2018 is the reconsideration of Act-16-07 (staff report attached), an LBWL proposal for the sale of Larch St. Substation, 1609 N. Larch. This proposal was approved by the LBWL Board of Commissioners Resolution 2007-9-14, and was recommended for Council approval by the Planning Board, but no sale took place.

The property remains vacant. During the interim, a Phase 1 Environmental Site Assessment and a market analysis (attached) were conducted. The market study concluded that the building is functionally obsolete, and may be removed for parking. MDOT granted an easement for access to and servicing and maintenance of the property, which "will terminate when power sub-station is no longer located on the premises" east of the easement.

The Board recently received a purchase offer from Drew LLC, 2547 W Main, Lansing MI 48917, and proposes to move forward on the sale of the property.

Because:

- the LBWL and Planning Boards have long considered the property to be surplus,
- the property has been vacant for more than ten years, and
- there is an offer on the table,

The staff still recommends approval of the proposed sale.

GENERAL INFORMATION

APPLICANT: Lansing Board of Water and Light (BWL)
1232 Haco Drive
Lansing, MI 48901

STATUS OF APPLICANT: Owner

EXISTING LAND USE: BWL Property - Substation

EXISTING ZONING: "I" Heavy Industrial District

PROPOSED ZONING: No change

PROPERTY SIZE & SHAPE: Triangular - The area of this BWL parcel is 10,500 sq. ft.±.

SURROUNDING LAND USE: N: Industrial – Demmer properties
S: Industrial – Demmer properties
E: ROW
W: ROW

SURROUNDING ZONING: N: "F" Commercial/"H" Light Industrial District
S: "I" Heavy Industrial District
E: "I" Heavy Industrial District
W: "I" Heavy Industrial District

MASTER PLAN DESIGNATION: The NorthEast Area Comprehensive Plan
designates this area for Industrial/Warehouse use.

DEVELOPER'S PROPOSAL: This is a request by the Lansing Board of Water and
Light (BWL), 1232 Haco Drive, to sell surplus property located west of the 1600
Block of N. Larch Street. The BWL has determined that this specific property is
no longer needed for their operations.

AGENCY RESPONSES

Assessors: No response received yet.

BWL: **Electric**
Approved. No comments. Contact Person: Bruce Archer
517-702-6081

Water
Approved. No comments. Contact Person: Michael Schorsch
517-702-6369

Building Safety: No objections.

City Attorney: No response received yet.

Code Compliance: No comments.

Comcast: Clean. No plant.

Consumers Energy: No response received yet.

Development: No comment.

North Lansing
Community
Association: No response received yet.

Fire Marshal: No issues with the proposed request.

Ingham County
Drain Commission: No comments.

AT&T: No response received yet.

Parks and Rec. Does not impact any recreational or arboricultural aspects of our operation.

Police: This is not a police issue.

Public Service: There are no sewers or sewer easements on this property. The property does have sanitary and storm sewer stubbed to it. This property abuts the Larch Street viaduct, which is owned by the Michigan Department of Transportation (MDOT). MDOT should be contacted to see if they have any concerns with the sale of the property.

Trans. Engr.: No comments or requirements.

BACKGROUND:

The Lansing BWL has determined that their property located in the 1600 block of N. Larch Street is no longer needed for their operation. The site is a former electrical substation. The property is on the west side of N. Larch Street (east side of N. East Street) 100± ft. northerly of North Street. The old two-story brick building that sits on the lot can be accessed from Larch Street and is the former BWL substation.

ANALYSIS

An Act 285 Review is conducted in accordance with Section 208 of the Administration Code when the City purchases, sells or substantially changes the use of property. According to Section 125.36 of the Municipal Planning Act (P.A. 285 of 1931, as amended), the location, character, and extent of the proposal must be evaluated. The

following is a review of the project in accordance with these standards. The ACT 285 Review process determines if the property has any remaining public purpose.

LOCATION

The subject property is located west of the 1600 block of N. Larch Street, is a former electrical substation of BWL and located in a block that is roughly triangular shaped, 10,500 ft² with a industrial appearance and legally described as:

City of Lansing Parcel Number 33-01-01-09-235-031 described as LOTS 30 THRU 34 INCLUSIVE EXC. THAT PART LYING W. OF A LINE COMM. 15.28 FT E. OF THE S.W. COR. OF LOT 30; TH. N 10°24'32" E TO A POINT ON N. LINE OF LOT 32 THAT IS 34.36 FT E. OF THE N.W. COR. OF SAID LOT; TH. N 10°24'32" E 47.9 FT.; TH. N 54° 50' 51" E 30.35 FT. TO THE N. LINE OF LOT 34, EXC. THE N. 4.25 FT. OF LOT 34, NELLERS SUB. NO. 1.

Also, the subject property is located in an area that is surrounded by industrial uses.

CHARACTER:

The industrial character of the area will not change as a result of selling the surplus BWL property. According to the BWL, someone is interested in purchasing the surplus property and using it for a surface parking lot.

EXTENT

The property, former electrical substation, is no longer needed by the BWL.

SUMMARY

The subject property is located west of the 1600 block of N. Larch Street, is a former electrical substation of BWL and located in a block that is roughly triangular shaped with a commercial/industrial appearance. The industrial character of the area will not change as a result of selling the surplus BWL property. No other agency has indicated that the property has any other public purpose.

STAFF RECOMMENDATION

Staff recommends approval of ACT-16-07, west of the 1600 block of N. Larch Street, the request by the Lansing Board of Water and Light to sell surplus property.

The BWL would like to sell surplus property known as the Larch Substation located west of the 1600 block of North Larch Street. The building was constructed around 1936 and used as an electrical substation.

The building is a single, two (2) stories, Class C, brick construction; commercial/industrial building which contains approximately 1,872 square feet per floor above grade with a full basement.

The parcel of land is roughly triangular shaped, 10,500 ft with an industrial appearance and legally described as:

City of Lansing Parcel Number 33-01-01-09-235-031 described as LOTS 30 THRU 34 INCLUSIVE EXC THAT PART LYING W. OF A LINE COMM. 15.28 FT E. OF THE S W COR. OF LOT 30; TH. N 10°24'32" E TO A POINT ON N. LINE OF LOT 32 THAT IS 34.36 FT E. OF THE N.W. COR OF SAID LOT; TH. N 10°24'32" E 479FT; TH. N 54° 50' 51" E 30.35 FT. TO THEN LINE OF LOT 34, EXC. THEN. 4.25 FT OF LOT 34, NELLERS SUB. NO. 1.

The property is within a "I" Heavy Industrial Zoned District. There are no sewers or sewer easements on this property, though sanitary and storm sewer is stubbed to the building. The property abuts the Larch Street viaduct, which is owned by the Michigan Department of Transportation.

Most of the electrical equipment has been removed from the site. There is evidence of oil spills inside the building and on some of the concrete outside the building, and the building is known to contain lead paint and asbestos containing materials.

Resolution 2007-9-14

H. LARCH SUBSTATION TO BE DECLARED SURPLUS

DECLARE BOARD OF WATER AND LIGHT (BWL) PROPERTY AT 1609 NORTH LARCH STREET, LANSING, MICHIGAN, AS SURPLUS AND NO LONGER NEEDED FOR OPERATIONS AND AUTHORIZE THE SALE OF THE PROPERTY IN ACCORDANCE WITH CURRENT BWL PROPERTY DISPOSAL PROCEDURES.

WHEREAS, the following described Larch Substation Property, located on the west side of North Larch Street north of North Street in Lansing, Ingham County, Michigan, has been identified as surplus and no longer needed for the operation of the Board of Water and Light (BWL);

City of Lansing Parcel Number 33-01-01-09-235-031 described as LOTS 30 THRU 34 INCLUSIVE EXC. THAT PART LYING W. OF A LINE COMM. 15.28 FT E. OF THE S.W. COR. OF LOT 30; TH. N 10°24'32" E TO A POINT ON N. LINE OF LOT 32 THAT IS 34.36 FT E. OF THE N.W. COR. OF SAID LOT; TH. N 10°24'32" E 47.9 FT.; TH. N 54° 50' 51" E 30.35 FT. TO THE N. LINE OF LOT 34, EXC. THE N. 4.25 FT. OF LOT 34, NELLERS SUB. NO. 1.

WHEREAS, the BWL has been contacted by an adjacent property owner interested in purchasing the property; and

WHEREAS, upon approval of the property as surplus by the Board of Commissioners, the BWL will proceed to dispose of the property in accordance with current BWL "Property Disposal Procedures;"

RESOLVED, that the Board of Commissioners hereby declares the above described North Larch Substation property as surplus and no longer needed for Utility purposes and approves the sale of the property in accordance with current BWL "Property Disposal Procedures."

RESOLVED FURTHER, that the General Manager and Corporate Secretary are authorized to sign all documents necessary to dispose of this parcel, subject to approval of the BWL Legal Department.

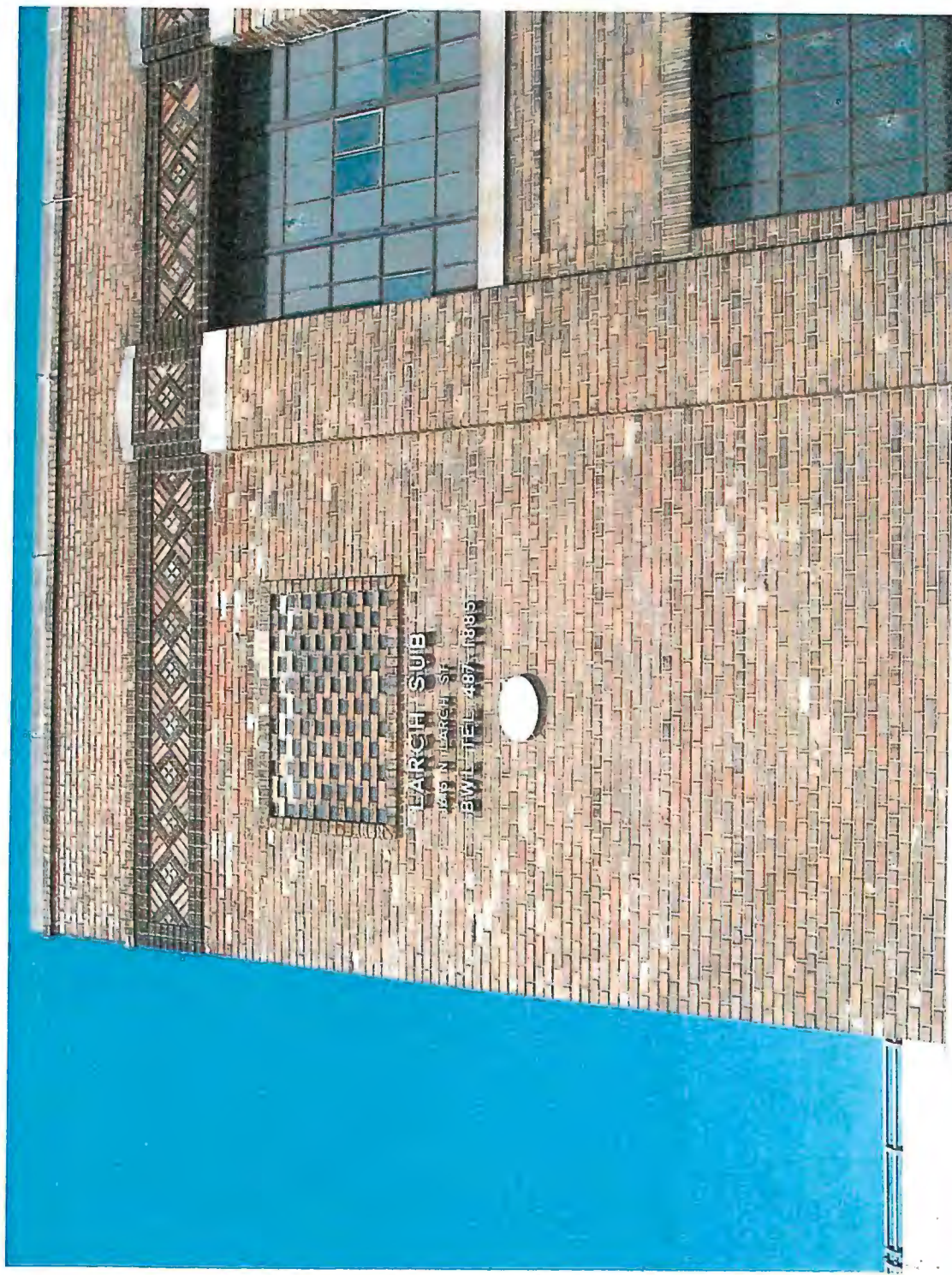
FURTHER RESOLVED, That this sale is expressly conditioned upon compliance with the Lansing City Charter or Codified Ordinances of the City of Lansing, including approval of the sale by the Lansing City Council.

Staff Commentary: This parcel was identified by staff in both the 2002 and 2006 Property Utilization Studies as no longer needed for BWL operations. Most of this real estate parcel was acquired by deed in 1930. In 1964, the northern part of this property was acquired from the State Highway Commissioner. Also in 1964, the western portion of the land acquired in 1930 was sold to the Michigan State Highway Department. Salvageable materials and equipment have been removed from the brick electrical substation building and the fenced substation yard located to the west of the substation building.

Comments: Doug Wood, Director of Engineering also advised the Board of Commissioners that the adjacent property owner who intends to hire additional staff is interested in purchasing the North Larch Street parcel in order to build a parking lot. It was further noted that the urgency of the request is due to pending weather changes that could prevent construction from proceeding if not done in a timely manner.

Motion by Commissioner Rios, Commissioner Cochran, to adopt Resolution 2007-9-14 for the Larch Substation to be Declared Surplus.

Action: Carried unanimously.



INDUSTRIAL SERVICES



A Competitive Market Analysis Prepared for Lansing Board of Water and Light

1609 N. Larch Street, Lansing, Michigan



PREPARED BY

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Executive Summary



EXECUTIVE SUMMARY

The Property and its Position in the Market/Sub-Market

The property, 1609 N. Larch Street in Lansing, was formerly utilized as an electrical substation. Situated on 0.258 acres, the property is located next to the US-27 Business route overpass in the north submarket. The interior of the two-story building is unfinished with heavy equipment and controls still in place and no utility connections. Each floor includes 1,872 SF, including the basement. The building has known contaminants, lead based paint and asbestos. Surrounded by primarily industrial neighbors, these factors present a functionally obsolete building that is limited in its value and potential for re-use or repurposing.

N. LARCH STREET LANSING, MICHIGAN	
PROPERTY DESCRIPTION:	81-year-old block-building; Class C; Former electrical sub-station
SQUARE FOOTAGE:	3,744 SF gross rentable space (1,872 SF first floor, 1,872 SF second floor) with full basement
PARCEL NUMBER:	33-01-01-09-235-031
PARCEL SIZE:	0.258 acres of land (11,238 SF) Situated adjacent to the US-27 Business route overpass
TAX AUTHORITY:	City of Lansing
YEAR BUILT:	1936
ZONING:	I-1 Heavy Industrial
CONSTRUCTION:	Concrete foundation, floor and roof
UTILITIES:	No current utilities in place. No natural gas hook- up. 2" water line to structure and sewer hook-up available
CEILING HEIGHT:	14'
HVAC:	No current operable HVAC system.
ENVIRONMENTAL:	Previous site analysis discovered asbestos and lead paint. Complete environmental conditions unknown.
SURROUNDING USES:	Industrial; commercial; parking lot
DEFERRED MAINTENANCE:	Unknown

Property Information



AERIAL



M= MELLING

D= DEMMER

Property Information



AERIAL

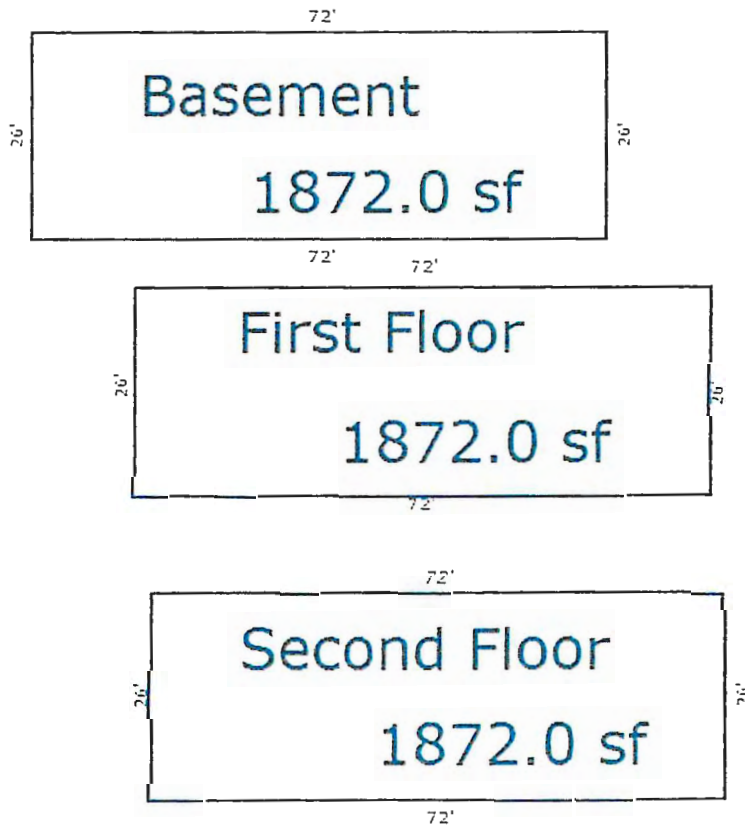


Property Information



BUILDING SKETCH

N LARCH ST

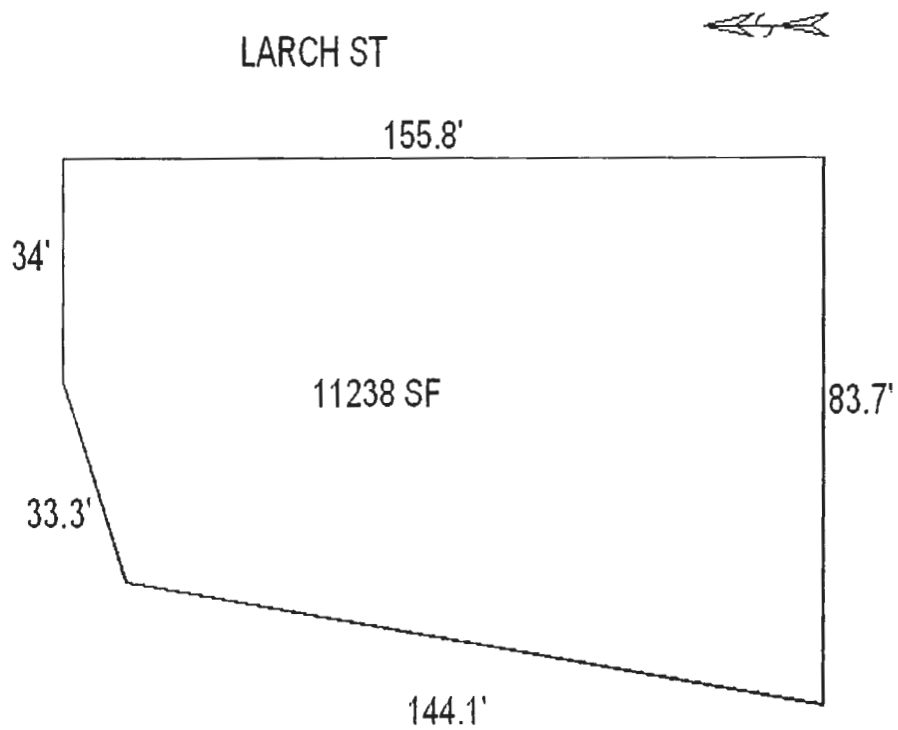


PROPERTY INFORMATION | PAGE 4



Property Information

LAND SKETCH





Property Information

VALUATION

Based on the property's condition, location, position in the market, and lack of existing comparable sales, we estimate that there is little value in the property. The deferred maintenance, contaminants, size and location next to the overpass are prohibitive. The following are items to consider, regarding the value of the building:

- Land comparisons in the area were between \$15,000 - \$25,000/acre or \$0.34 - 0.57/SF
 - **Land value without structure \$3,870-\$6,450**
- Demolition of existing structure between \$3.00 - \$5.00/SF
 - **Potential Demolition Costs \$15,000**
- Asbestos/lead remediation
 - **Estimated Costs \$9,000-\$22,000**
- Costs to bring utilities to the site
- No current operable HVAC system or utilities in place
- No natural gas hook- up
- Functionally obsolete

There are few existing comparable properties to adequately evaluate this property for similar uses. We can solely evaluate based on other industrial sales. Comparable building values are in a range of \$10.00 - \$15.00/SF or \$37,440 - \$56,000. The estimated demolition costs of \$15,000 and remediation costs of \$15,000 would need to be subtracted from the overall building value. Therefore, the value of the facility would be approximately \$7,000 - \$15,000.

Taking all aspects of the property into consideration, the highest and best use of the property appears to be the value to the industrial neighbor to the east. The former Demmer facility occupies many of the surrounding parcels as well as the adjacent parking lot in proximity to this property and may utilize this space for parking lot expansion purposes.

Our recommendation would be to initially list the subject property for \$60,000 and begin the marketing process. Simultaneously, CBRE | Martin will contact the owners of the adjacent Demmer facility and present them with the opportunity to purchase, if interested.

Statement of Disclosure



DISCLOSURE

This is a competitive market analysis, not an appraisal and was prepared by a licensed real estate broker or associate broker, not a licensed appraiser. In making any decision that relies upon this competitive market analysis, you should know that the guidelines for development of an appraisal or analysis contained in the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation have not been incorporated.

This competitive market analysis is based upon information obtained from the client and/or others we deem reliable. While we do not doubt its accuracy, we have not verified all the information and make no guarantee, warranty, or representation about it. Moreover, we assume the property is free of any title defects or environmental conditions that might adversely affect value.

We confirm that the officers and members of our staff performing this evaluation are not associated with either side of this transaction, either by direct or indirect financial interests held, as an officer, employee, or underwriter, or by any form of indebtedness or transactions other than normal business accounts and transactions afforded to usual customers.

RE/MAX[®]

COMMERCIAL[®]

COMMERCIAL PURCHASE AGREEMENT

THIS COMMERCIAL PURCHASE AGREEMENT is made and entered into this 16th day of April, 2018, by and between Lansing Board of Water and Light ("Seller"), whose address is PO Box 13007 Lansing, Michigan, 48901, and Drew LLC, ("Purchaser"), whose address is 2547 W Main, Lansing MI 48917, in the manner following:

1. PROPERTY DESCRIPTION. Purchaser offers and agrees to purchase the property located in the City of Lansing, County of Ingham, Michigan, commonly known as 1609 N Larch St, Lansing, MI 48906, and further described as: LOTS 30 THRU 34 INCL EXC THAT PART LYING W OF A LINE COM 15.28 FT E OF SW COR LOT 30, TH N 10DEG 24MIN 32SCD E TO A PT ON N LINE LOT 32 34.36 FT E OF NW COR SAID LOT, N 10DEG 24MIN 32SCD E 47.9 FT, N 54DEG 50MIN 51SCD E 30.35 FT TO N LINE LOT 34 EXC N 4.25 FT LOT 34; NELLERS SUB NO 1, (the "Property"), together with all buildings, structures and other physical improvements situated on the Property (the "Improvements"), and all equipment and other personal property appurtenant to and currently used in connection with the Improvements, including personal property as described in **Exhibit A** (the "Personal Property"), provided, however, the description of the Property shall be subject to a survey as provided for in this Agreement.

2. PURCHASE PRICE. The purchase price for the Property shall be Seventy Thousand (\$70,000) Dollars. Any allocation of the purchase price between the Property and Personal Property shall be set forth on an attached Exhibit.

3. TERMS OF PAYMENT.

☐ **Cash.** Purchaser shall pay the full purchase price, including any adjustments and/or prorations contained herein, to Seller at closing upon execution and delivery of a warranty deed and performance by Seller of the closing obligations specified herein.

4. EARNEST MONEY DEPOSIT. Within three (3) calendar days following the Effective Date of this Agreement, Purchaser shall deposit with Transnation Title, as the Title Insurance Company; which party shall be referred to as the "Escrow Agent", Purchaser's earnest money deposit in the amount of Five Thousand (\$5,000) Dollars, paid in cash or check representing immediately available funds (the "Deposit"). The Deposit shall be refunded to Purchaser in the event this Agreement is terminated under the terms and conditions provided for herein; or applied to the Purchase Price at Closing.

5. INSPECTION PERIOD. Purchaser shall be under no obligation to purchase the Property or otherwise perform under this Agreement unless Purchaser determines the Property to be, in all respects, suitable for its intended purposes. The decision as to whether the Property is suitable for its intended purposes shall be the sole decision of Purchaser, determined in the absolute discretion of Purchaser, with Purchaser's decision being final and binding upon both parties. Purchaser shall have ten (10) business days from the Effective Date to notify Seller of its termination of this Agreement due to Purchaser's determination that the Property is unsuitable for its intended purpose (the "Inspection Period"). In the event Purchaser elects to terminate this Agreement, Purchaser shall provide written notice of termination to Seller prior to the expiration of the Inspection Period. In the event Purchaser provides said notice of termination, Seller and the Escrow Agent shall be obligated to return the Deposit to Purchaser as provided in Section 4 hereof, and neither party shall have any further rights or obligations under this Agreement. In the event Purchaser does not submit written notice of termination prior to the expiration of the Inspection Period, Purchaser shall be deemed to be satisfied with its inspections of the Property and this contingency shall therefore be deemed to be fulfilled. Seller, at no expense to Seller, shall fully cooperate with Purchaser in the obtaining of all approvals required from any federal, state or local government ("Governmental Approvals") necessary for Purchaser to satisfy itself during the Inspection Period of the suitability of the Property. Said Governmental Approvals shall be obtained during the Inspection Period unless the parties agree that additional time is required to obtain them.

6. SURVEY AND TITLE INSURANCE.

(a) **Survey:** Purchaser may, at its option, cause to be prepared an on-the-ground boundary survey of the Property (herein referred to as the "Survey"). The metes and bounds or other legal description of the Property resulting from the Survey, if and as accepted by Purchaser, shall upon such acceptance supersede and replace the description of the Property set forth in Section 1 hereof for all purposes hereunder and shall be the description of the Property used in the Warranty Deed or Land Contract and Owner Policy of Title Insurance to be furnished hereunder, to be paid for by Purchaser.

- (b) **Title Insurance:** Within two (2) days of the Effective Date of this Agreement, Purchaser shall order a commitment for an Owner's ALTA Title Policy, with Standard Exceptions; (the "Commitment"), from Diversified Title (the "Title Company"), and shall provide a copy of the same to Seller upon receipt. Purchaser shall notify Seller in writing within two (2) days of receipt of any concerns that Purchaser may have with such Commitment. Notwithstanding the same, Purchaser shall be under no obligation to purchase the Property from Seller unless the Title Company shall deliver to Purchaser at Closing an Owner's ALTA Policy of Title Insurance, which shall identify the Property and easements appurtenant thereto by the legal description(s) set forth on the Survey. To satisfy the requirements hereof, the Commitment shall be accompanied by legible copies of all exceptions to title referred to therein and shall be deemed to include the same. The Title Insurance Policy to be issued pursuant to the Commitment shall contain endorsements stating: (i) that the Property abuts the public street(s) immediately adjacent thereto and has direct and valid full and unrestricted access thereto at the locations designated on the Survey provided by Purchaser and (ii) such other endorsements as Purchaser may reasonably require (the "Endorsements"), provided, however, in the event any such Endorsements shall not be included in the Title Company's standard fee for the Commitment and title insurance policy, then Purchaser shall be responsible for the additional fees in connection with the issuance of such Endorsements. Seller hereby agrees to provide to the Title Company any abstracts of title covering the Property and/or any other form of title evidence it may have obtained, including any former owner's title insurance policy. Purchaser's decision as to whether satisfactory title insurance can be obtained shall be final and shall not be subject to question by Seller. Seller shall cooperate fully with Purchaser in helping Purchaser to eliminate such exceptions from Purchaser's Commitment as Purchaser may desire eliminated, and further, Seller shall cooperate fully with Purchaser to satisfy all requirements of Closing outlined in Purchaser's Commitment.
- (c) **Objections to Title and Survey.** In the event the Commitment reflects that title to the Property is not vested in Seller or if any of the building and/or use restrictions, easements, or covenants of record (the "Permitted Exceptions") would, in Purchaser's reasonable judgment, interfere with Purchaser's intended use of the Property, or if the Survey reflects that title to the Property is not in the condition as described in Section 6(a) above, or if Purchaser has any other objection to title, and Purchaser so notifies Seller in writing of such objection(s) within the time provided in Section 5, then Seller shall have two (2) days from the date Seller is notified in writing of the particular defect(s) claimed by Purchaser, to either: (i) remedy the title defects described in Purchaser's written notification to Seller and obtain and deliver to Purchaser a revised Commitment and/or Survey which reflects that all such defects have been remedied; or (ii) notify the Escrow Agent to promptly refund Purchaser's Deposit in full termination of this Agreement.

7. ENVIRONMENTAL WARRANTY, DISCLOSURES AND INDEMNIFICATION.

- (a) **Environmental.** To the best of Seller's knowledge, there are no areas of the Property where hazardous substances or hazardous wastes, as such terms are defined by applicable Federal, State and local statutes and regulations, have been disposed of, released, or found. No claim has been made against Seller with regard to hazardous substances or wastes as set forth herein and Seller is not aware that any such claim is current or ever has been threatened. Seller shall inform Purchaser, to the best of Seller's knowledge, of any hazardous materials or release of any such materials into the environment, and of the existence of any underground structures or utilities which are, or may be present on the Property.
- (b) **Due Diligence.** Seller shall deliver to Purchaser any documentation (for example; any title evidence, surveys, reports, studies, test results, engineering drawings, permits or tank registrations) in Seller's possession or control which relates to the Property. Within three (3) days of the Effective Date, Seller understands that Purchaser requires this information and the information in 7 (a) above to properly evaluate the Property, avoid damaging underground structures and utilities and avoid causing, contributing to or exacerbating the release of a hazardous substance in the course of its investigations. Purchaser shall have the right to conduct a Phase I environmental investigation during the Inspection Period. If further activities are required, Purchaser and Seller shall determine the extent of said activities. Purchaser agrees to pay all of the costs and expenses associated with its investigation and testing and to repair and restore any damage to the Property caused by Purchaser's investigations or testing, at Purchaser's sole expense. Purchaser shall indemnify and hold Seller harmless from all costs, expenses and liabilities arising out of Purchaser's inspection of the Property, including that of Purchaser's employees, agents, consultants, or contractors performing said inspection.

8. CLOSING AND CLOSING ADJUSTMENTS. Closing shall take place at the offices of Transnation Title and Seller shall convey the Property to Purchaser in accordance with the terms hereof at the earlier of: upon the expiration of the Inspection Period described in Section 5; or (ii) upon Purchaser's written notification to Seller that all of the requirements set forth in Sections 5, 6 and 7 of this Agreement have been fulfilled to the full satisfaction of Purchaser, unless this Agreement is terminated as otherwise herein provided (such date for Closing and performance being hereinafter sometimes referred to as the "Closing" or "Closing Date").

At Closing, Seller shall deliver to Purchaser a Warranty Deed, subject to the Permitted Exceptions, conveying the Property along with the right to make all permitted land divisions of the Property, under the Michigan Land Division Act, MCL 560.101 et seq to Purchaser, to be prepared at Seller's cost. At Closing Seller agrees that it will convey the Property to Purchaser by

Warranty Deed containing covenants of title satisfactory to Purchaser, which covenants of title shall state that Seller is seized of the Property in fee simple, and that Seller has bargained, sold and conveyed unto Purchaser and its successors and/or assigns in title the Property in fee simple, and that Seller will warrant and defend title against the claims of all persons or entities. The Warranty Deed shall provide that title to the Property conveyed at Closing shall be marketable and free and clear of any and all liens, mortgages, deeds of trust, security interests, covenants, conditions, restrictions, non-permitted easements, non-permitted rights-of-way, licenses, encroachments, judgments or encumbrances of any kind except: (i) the lien of real estate taxes not yet due and payable; and (ii) any Permitted Exceptions. Should any liens or encumbrances be recorded against the property, Seller shall pay and/or satisfy any such encumbrances simultaneously with the closing and transfer the property in the condition required above. In addition, at Closing Seller shall have the responsibility of paying for the title insurance and all state or county transfer taxes and documentary stamps, if any, occasioned by the conveyance of the Property. The current real estate taxes (i.e. the most recent summer and winter tax bills issued) and assessments, if any, on the Property shall be prorated to the date of the Closing on a calendar basis. All other assessments, including, but not limited to any special assessments which have become a lien upon the land shall be paid in full by Seller. Seller shall pay all broker's fees or real estate sales commissions, or any similar fees occasioned by the sale of the Property, and Purchaser shall have no obligation or responsibility toward the payment of any such costs. Seller agrees to promptly forward to Purchaser any property tax statements for the Property received by Seller after Closing and if Seller fails to do so, Seller shall be liable for any penalties Purchaser has to pay because of Seller's failure.

9. SELLER'S WARRANTIES, REPRESENTATIONS AND COVENANTS. As an inducement to Purchaser to enter into this Agreement and to purchase the Property, Seller warrants, represents and covenants to Purchaser, as follows:

- (a) **Authority.** Seller: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of the State of Michigan or another state; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Purchaser in accordance with the terms and provisions of this Agreement.
- (b) **Title and Characteristics of Property.** Seller, as of the date of execution of this Agreement, owns the Property in fee simple and has marketable and good title of public record and in fact and the Property at Closing shall have the title status as described in Section 6 of this Agreement.
- (c) **Conflicts.** The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Seller on the Closing Date, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under any contract, agreement or other instrument to which Seller is a party, or any judicial order or judgment of any nature by which Seller is bound. At Closing all necessary and appropriate action will have been taken by Seller authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Seller of the documents and instruments to be executed by Seller at Closing and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated herein.
- (d) **Condemnation.** Seller has received no notice of, nor is Seller aware of, any pending, threatened or contemplated action by any governmental authority or agency having the power of eminent domain, which might result in any part of the Property being taken by condemnation or conveyed in lieu thereof.
- (e) **Litigation.** There is no action, suit or proceeding pending or, to Seller's knowledge, threatened by or against or affecting Seller or the Property which does or will involve or affect the Property or title thereto. Seller will defend, indemnify and otherwise hold Purchaser harmless from any and all claims of any person due to, arising out of or relating to the Property, including any and all costs, expenses, and attorneys' fees which Purchaser may incur as a result of Seller's breach of its warranty hereunder. Seller will, promptly upon receiving any such notice or learning of any such contemplated or threatened action, give Purchaser written notice thereof.
- (f) **Assessments and Taxes.** No assessments have been made against any portion of the Property which are unpaid (except ad valorem taxes for the current year), whether or not they have become liens, and Seller shall notify Purchaser of any such assessments which are brought to Seller's attention after the execution of this Agreement. Seller will pay or cause to be paid promptly all city, state and county ad valorem taxes and similar taxes and assessments, all sewer and water charges and all other governmental charges levied or imposed upon or assessed against the Property and due on or prior to the Closing Date.
- (g) **Boundaries.** (i) There is no dispute involving or concerning the location of the lines and corners of the Property; (ii) to Seller's knowledge there are no encroachments on the Property and no portion of the Property is located within any "Special Flood Hazard Area" designated by the United States Department of Housing and Urban Development and/or Federal Emergency Management Agency, or in any area similarly designated by any agency or other

governmental authority; and (iii) no portion of the Property is located within a watershed area imposing restrictions upon use of the Property or any part thereof.

- (h) **No Violations.** Seller has received no notice there are any violations of state or federal laws, municipal, or county ordinances, or other legal requirements with respect to the Property, including those violations referenced in Paragraph 7 above. Seller has received no notice (oral or written) that any municipality or governmental or quasi-governmental authority has determined that there are such violations. In the event Seller receives notice of any such violations affecting the Property prior to the Closing, Seller shall promptly notify Purchaser thereof, and shall promptly and diligently defend any prosecution thereof and take any and all necessary actions to eliminate said violations.
- (i) **Foreign Ownership.** Seller is not a "foreign person" as that term is defined in the U. S. Internal Revenue Code of 1986, as amended, and the regulations promulgated pursuant thereto, and Purchaser has no obligation under Section 1445 of the U. S. Internal Revenue Code of 1986, as amended, to withhold and pay over to the U. S. Internal Revenue Service any part of the "amount realized" by Seller in the transaction contemplated hereby (as such term is defined in the regulations issued under said Section 1445).
- (j) **Prior Options.** No prior options or rights of first refusal have been granted by Seller to any third parties to purchase or lease any interest in the Property, or any part thereof, which are effective as of the execution date.
- (k) **Mechanics and Materialmen.** On the Closing Date, Seller will not be indebted to any contractor, laborer, mechanic, materialmen, architect, or engineer for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with the Property for which any person could claim a lien against the Property and shall not have done any work on the Property within one hundred twenty (120) days prior to the Closing Date.

10. PURCHASER'S WARRANTIES, REPRESENTATIONS AND COVENANTS

- (a) **Authority** Purchaser: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of the State of Michigan or another state; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Seller in accordance with the terms and provisions of this Agreement.
- (b) **Conflicts.** The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Purchaser on the Closing Date, and the performance by Purchaser of Purchaser's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under any contract, agreement or other instrument to which Purchaser is a party, or any judicial order or judgment of any nature by which Purchaser is bound. At Closing all necessary and appropriate action will have been taken by Purchaser authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Purchaser of the documents and instruments to be executed by Purchaser at Closing and the performance by Purchaser of Purchaser's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

11. DAMAGE TO PROPERTY. If between the Effective Date of this Agreement and the Closing Date, all or any part of the Property is damaged by fire or natural elements or other causes beyond the Seller's control, which cannot be repaired prior to the Closing Date, or any part of the Property is taken pursuant to any power of eminent domain, Seller shall immediately notify Purchaser of such occurrence, and Purchaser may terminate this Agreement with written notice to Seller within one (1) days after the date of damage or taking. If Purchaser does not elect to terminate this Agreement, there shall be no reduction of the purchase price and Seller shall assign to Purchaser whatever rights Seller may have with respect to any insurance proceeds or eminent domain award at Closing.

12. SELLER'S CLOSING OBLIGATIONS. At Closing, Seller shall deliver the following to Purchaser:

- (a) The Warranty Deed required by Section 3 of this Agreement.
- (b) A bill of sale for any Personal Property and/or Improvements.
- (c) A written assignment by Seller of Seller's interest in all leases and a transfer to Purchaser of all security deposits, accompanied by the original or a true copy of each lease.
- (d) An assignment of all Seller's rights under any service contracts described herein, which are assignable by their terms and which Purchaser wishes to assume, together with an original or true copy of each service assigned.
- (e) A notice to any tenants advising the tenants of the sale and directing that future payments be made to Purchaser.

- (f) Any other documents required by this Agreement to be delivered by Seller.
- (g) An accounting of operating expenses including, but not limited to: common area maintenance statements, property tax statements, insurance binder and/or policy, a schedule of rents collected in advance or arrears, and an accurate allocation between the parties of the same pursuant to the terms herein.
- (h) Other: _____.

13. PURCHASER'S CLOSING OBLIGATIONS. At closing, Purchaser shall deliver to Seller the following:

- (a) The cash portion of the purchase price specified in Section 3 above shall be paid by cashier's check or other immediately available funds, as adjusted by the apportionments and assignments in accordance with this Agreement.
- (b) A written assumption by Purchaser of the obligations of Seller under the leases arising after closing, including an acknowledgement of the receipt of all security deposits.
- (c) Any other documents required by this Agreement to be delivery by Purchaser.
- (d) Other: _____.

14. SECTION 1031 TAX-DEFERRED EXCHANGES. Upon either party's request, the other party shall cooperate and reasonably assist the requesting party in structuring the purchase and sale contemplated by this Agreement as part of a tax deferred, like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended; provided, however, that in connection therewith, the non-requesting party shall not be required to: (a) incur any additional costs or expenses; (b) take legal title to additional real property (i.e., the requesting parties' "replacement property" or "relinquished property"); or (c) agree to delay the Closing. However, should both parties wish to complete a tax-deferred exchange, the parties will each incur their own additional expenses related to their exchange and shall split any common costs which will benefit both parties by such a division.

15. NOTICES. Unless otherwise stated in this Agreement, a notice required or permitted by this Agreement shall be sufficient if in writing and either delivered personally or by certified or express mail addressed to the parties at their addresses specified in the preamble of this Agreement, and any notices given by mail shall be deemed to have been given as of the date of the postmark. Copies of all notices shall be made as follows:

☐ If to Purchaser:

Name:	Adam Brewer
Address:	2547 W Main St
Address:	Lansing, MI 48917
Telephone:	
Facsimile:	
Email:	

With copy to:

Name:	Matthew Wisniewski
Address:	300 W Lake Lansing Rd
Address:	East Lansing, MI 48823
Telephone:	517-321-2800
Facsimile:	
Email:	

☐ If to Seller:

Name:	
Address:	
Address:	
Telephone:	
Facsimile:	
Email:	

With copy to:

Name:	CBRE Martin
Address:	1111 Michigan Ave Suite 300
Address:	East Lansing, MI 48823
Telephone:	
Facsimile:	
Email:	

16. ADDITIONAL ACTS. Purchaser and Seller agree to execute and deliver such additional documents and perform such additional acts as may become necessary to effectuate the transfers contemplated by this Agreement.

17. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties with respect to the sale of the Property. All contemporaneous or prior negotiations have been merged into this Agreement. This Agreement may be modified or amended only by written instrument signed by the parties of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of laws principles. For purposes of this Agreement, the phrase "Effective Date" shall be the last date upon which this Agreement becomes fully executed, including any counter proposals or amendments counter-signed by the opposing party.

18. ADVICE OF COUNSEL. All parties involved in a real estate transaction should seek the advice of legal counsel before entering into any agreement; to determine the marketability of title; understand possible tax consequences; to ascertain that the terms of the sale are adhered to before the transaction is closed; and to obtain advice with respect to all notices related to this Agreement. Purchaser and Seller acknowledge the importance for advice to counsel and acknowledge that Broker is not an attorney and does not provide legal advice and shall not be responsible for any loss or damage resulting from the preparation of this Agreement or any addenda thereto.

19. BROKERAGE FEE. Purchaser and Seller each acknowledge that: (i) Purchaser's real estate agent is RE/MAX Commercial Group and is acting as an agent of the Purchaser; and (ii) Seller's real estate agent is CBRE Martin and is acting as an agent of the Seller.

Seller agrees to pay the real estate broker(s) involved in this transaction a brokerage fee as specified in a commission or listing agreement, or as provided in a subsequent agreement between the parties. In the event no such agreement exists, Unless otherwise previously agreed, the parties agree that the brokerage fee will be shared between the parties' brokerage agents, split evenly and paid at closing. The parties acknowledge that other than the parties' real estate agents disclosed herein, no other real estate brokers, salespersons, or agents are involved in this transaction and the parties hereby indemnify and hold each other harmless from any and all such claims for brokerage fees.

20. DEFAULT.

- (a) **Seller's Default.** If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default or failure to perform hereunder, Purchaser may, at Purchaser's option and as its sole remedy, elect to either: (i) specifically enforce the terms hereof; or (ii) demand and be entitled to an immediate refund of the Deposit, in which case this Agreement shall terminate in full.
- (b) **Purchaser's Default.** If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Purchaser's default hereunder, Seller shall be entitled, as its sole and exclusive remedy hereunder, to receipt of the Deposit amount as full and complete liquidated damages for such default of Purchaser, the parties hereby acknowledge that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Purchaser's default of this Agreement or any duty arising in connection or relating herewith. Seller's entitlement to and receipt of the Deposit is intended not as a penalty, but as full and complete liquidated damages. The right to retain such sums as full liquidated damages is Seller's sole and exclusive remedy in the event of default or failure to perform hereunder by Purchaser, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Purchaser for any claims, injury or loss arising from or in connection with this Agreement, including without limitation: (i) for specific performance of this Agreement; or (ii) to recover any damages in excess of such liquidated damages.

21. INCENTIVES. Purchaser shall have the exclusive right to seek and obtain any federal, state or other governmental approval or quasi-governmental environmental or tax incentives, inducements, allowances or similar benefits (by way of example, and not in limitation of the foregoing, any Brownfield classification or any Brownfield tax and/or grant reimbursements) with respect to the Property, and Purchaser's right to do so shall take precedence over any such right of Seller with respect to the Property in the event such incentives, inducements, allowances or similar benefits may only be sought by one party. Seller shall reasonably cooperate and provide all necessary information and approvals to facilitate the same.

22. WAIVER. The failure to enforce any particular provision of this Agreement on any particular occasion shall not be deemed a waiver by either party of any of its rights hereunder, nor shall it be deemed to be a waiver of subsequent or continuing breaches of that provision, unless such waiver be expressed in a writing signed by the party to be bound.

23. DATE FOR PERFORMANCE. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period will be automatically extended through the close of business on the next following business day.

24. FURTHER ASSURANCES. The parties agree that they will each take such steps and execute such documents as may be reasonably required by the other party or parties to carry out the intent and purposes of this Agreement.

25. SEVERABILITY. In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

26. CUMULATIVE REMEDIES. The rights, privileges and remedies granted by Seller to Purchaser hereunder shall be deemed to be cumulative and may be exercised by Purchaser at its discretion. In the event of any conflict or apparent conflict between any such rights, privileges or remedies, Seller expressly agrees that Purchaser shall have the right to choose to enforce any or all such rights, privileges or remedies.

27. AUTHORITY. The undersigned officers of Seller and Purchaser, if an entity, hereby represent, covenant and warrant that all actions necessary by their respective Shareholders, Members, Partners, Boards of Directors, or other corporate entity authority will have been obtained and that they will have been specifically authorized to enter into this Agreement and that no additional action will be necessary by them in order to make this Agreement legally binding upon them in all respects. Purchaser and Seller covenant to provide written evidence of compliance with this Section (27) prior to or on the Closing Date.

28. SUCCESSORS AND ASSIGNS. The designation Seller and Purchaser as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

29. NOTICE OF CONTACT WITH THIRD PARTIES. During the pendency of this Agreement, Seller may discuss with, or receive the submission of proposals or offers from a third party or entity relating to the purchase of the Property. In the event Seller should receive such a proposal, Seller shall promptly notify Purchaser in writing of same and, further, advise any such third party or entity of the existence of this Agreement and, if necessary, make a copy of this Agreement available to any such third party or entity with all monetary terms, dates and conditions redacted and blocked from view.

30. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties and shall become a binding and enforceable Agreement among the parties hereto upon the full and complete execution and unconditional delivery of this Agreement by all parties hereto. No prior verbal or written Agreement shall survive the execution of this Agreement. In the event of an alteration of this Agreement, the alteration shall be in writing and shall be signed by all the parties in order for the same to be binding upon the parties.

31. RELATIONSHIP OF THE PARTIES. Nothing contained herein shall be construed or interpreted as creating a partnership or joint venture between the parties. It is understood that the relationship is of arms length and shall at all times be and remain that of Purchaser and Seller.

32. RECORDING. This Agreement shall not be recorded by either party or any of their representatives.

33. CONFIDENTIALITY. Subject to all other terms of this Agreement, each party agrees to maintain this Agreement and the information in this Agreement as confidential, and each will not disclose such information to any other person without the prior written consent of the other party. However, a party may disclose such confidential information to its legal counsel, to such party's real estate broker, salesperson, or agent, to other professional advisors or agents of the party, and as required by law or legal process.

34. COUNTERPARTS. This Agreement may be executed in counterpart originals, and facsimile or electronic signatures shall be considered as originals, each of which when duly executed and delivered shall be deemed an original and all of which when taken together shall constitute one instrument.

35. OTHER PROVISIONS. In addition to the provisions outlined above, the following additional provisions shall apply to the transaction as contemplated herein.

Purchaser's Acknowledgement of Offer:

By signing below, Purchaser acknowledges having read and received a copy of this Purchase Agreement.

For Purchaser:**Witnesses:**

By: _____

Its: _____

By: _____

Its: _____

Seller's Acceptance:

Seller accepts this Agreement on this _____ day of _____, 20____, at _____ (AM/PM) ☐ with the following conditions: _____

_____ ; or ☐ without qualification.

By signing below, Seller acknowledges having read and received a copy of this Agreement. If this Agreement is signed by Seller without any modification, the acceptance date stated herein shall be the Effective Date of the Agreement.

If additional conditions are stipulated herein, Seller gives Purchaser until the _____ of _____, 20____, at _____ (AM/PM) to provide its written acceptance of the counter conditions stated herein.

For Seller:**Witnesses:**

By: _____

Its: _____

By: _____

Its: _____

Purchaser's Acknowledgment of Seller's of Acceptance:

Purchaser acknowledges receipt of Seller's acceptance of Purchaser's offer. If the acceptance was subject to changes from Purchaser's offer, Purchaser agrees to accept those changes, with all other terms and conditions remaining unchanged. If this Agreement is signed by Purchaser without any modification, then the date stated as Purchase's Receipt of Acceptance shall then becomes the Effective Date of this Agreement.

Seller has accepted this Agreement on this _____ day of _____, 20____, at _____ (AM/PM)

For Purchaser:**Witnesses:**

By: _____

Its: _____

By: _____

Its: _____

Exhibits:

The following exhibits are attached hereto and shall become part of this Agreement by reference

Exhibit Name	Exhibit Description	Provided By (Purchase or Seller)	Attached By (Date)
Exhibit A			
Exhibit B			
Exhibit C			
Exhibit D			
Exhibit E			
Exhibit F			
Exhibit G			

F:\docs\CBOR\D-Commercial Purchase Agreement 2.doc

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

Resolved by the City Council of the City of Lansing that a public hearing be set for Monday, _____, at 7 p.m. in City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, for the purpose of approving and/or opposing:

Act-3-2018, 1609 N. Larch Street, Sale of Former Board of Water and Light Substation.

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-3-2018: 1030 & Part of 1048 Pierpont Street, Rezoning from "DM-4"
Residential District to "G-2" Wholesale District

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

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

Resolved by the City Council of the City of Lansing that a public hearing be set for Monday, _____, 2018, at 7 p.m. in City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, for the purpose of approving and/or opposing the Ordinance for rezoning:

Z-3-2018: 1030 & Part of 1048 Pierpont Street, Rezoning from "DM-4"
Residential District to "G-2" Wholesale District

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-3-2018

Parcel Number's: 33-01-05-10-176-211 & Part of 33-01-05-10-176-201

Address: 1030 & Part of 1048 Pierpont Street

Legal Descriptions: Lot 1 & the West 3.1 acres of Lot 2, Holiday Plaza Subdivision, City of Lansing, Ingham County, MI, from "DM-4" Residential 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 upon the expiration of seven (7) days from the date this notice of adoption is published in a newspaper of general circulation.

CITY OF LANSING
NOTICE OF PUBLIC HEARING

Z-3-2018, 1030 & Part of 1048 Pierpont Street

Rezoning from “DM-4 Residential District to “G-2” Wholesale District

The Lansing City Council will hold a public hearing on Monday, , 2018 at 7:00 p.m. in Council Chambers, 10th Floor, Lansing City Hall, 124 W. Michigan Avenue, Lansing, Michigan to consider **Z-3-2018**. This is a request by AMERCO Real Estate Co. to rezone the property at 1030 Pierpont Street and the west, approximately 3.1 acres of the property at 1048 Pierpont Street from “DM-4” Residential to “G-2” Wholesale District. The purpose of the rezoning is to permit the subject property to be used for a self-storage facility and a truck/trailer sharing facility with related retail uses.

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., Monday, 2018 at the City Clerk’s Office, Ninth Floor, City Hall, 124 West Michigan Ave., Lansing, MI 48933 or email city.clerk@lansingmi.gov.

Chris Swope, City Clerk

GENERAL INFORMATION

APPLICANT: AMERCO Real Estate Company
2727 N .Central Avenue, Suite 500
Phoenix, AZ 85004

OWNER: UN Michigan, LLC
2290 Science Parkway
Okemos, MI 48864

REQUESTED ACTIONS: Rezone 1030 Pierpont Street & the west, approximately 3.1 acres of the property at 1048 Pierpont Street from “DM-4” Residential district to “G-2” Wholesale district

EXISTING LAND USE: Vacant Hotel Building/Parking Lot

EXISTING ZONING: “DM-4” Residential District

PROPOSED ZONING: “G-2” Wholesale District

PROPERTY SIZE: Irregular Shape – 4.813 acres

SURROUNDING LAND USE: N: Office building
S: I-96/Commercial
E: Office building
W: Retail commercial

SURROUNDING ZONING: N: “DM-4” Residential & “G-2” Wholesale Districts
S: “F” Commercial District
E: “A” Residential District
W: “DM-4” Residential & “G-2” Wholesale Districts

MASTER PLAN: The Design Lansing Comprehensive Plan designates the subject property for “Suburban commercial” land use. Pierpont Street is designated as a local street. S. Pennsylvania Avenue is designated as a principal arterial.

DESCRIPTION:

This is a request by AMERCO Real Estate Co. to rezone the property at 1030 Pierpont Street & the west, approximately 3.1 acres of the property at 1048 Pierpont Street from “DM-4” Residential to “G-2” Wholesale District. The purpose of the rezoning is to permit the conversion of the building at this location into a self-storage facility and a truck and trailer sharing facility with related retail uses.

AGENCY RESPONSES

BWL:

Building Safety: No objections.

Development Office:

Fire Marshal:

Parks & Recreation: No comments.

Public Service: Public Service E&I has no comments regarding the rezoning request. Any redevelopment of the site would be required to meet current site plan requirements.

Traffic Engineer: No comments or requirement on the rezoning request as it applies to traffic operations. Any comments regarding modifications to the site would be handled during the site plan process.

COMPATIBILITY WITH SURROUNDING LAND USE:

The applicant is requesting a rezoning of the property at 1030 Pierpont Street & the west, approximately 3.1 acres of the property at 1048 Pierpont from "DM-4" Residential to the "G-2" Wholesale district. The purpose of the rezoning is to permit the conversion of the existing building at 1048 Pierpont, which is a multi-story, vacant motel building, to a self-storage facility and to permit the construction of additional storage buildings on the subject property.

As evidenced by the attached zoning map, the proposed rezoning will be consistent with the established zoning pattern in the area and will clearly not result in a "spot zone" since the subject property is surrounded by "G-2" Wholesale zoning to the north and west. The parcel to the east is landlocked (no road frontage), irregularly shaped and zoned "A" single family residential, thus making it unbuildable unless it were to be combined with one of the adjoining properties and rezoned to a designation that would allow for the types of uses that would be appropriate, given its location. The subject property adjoins I-96 to the south.

The 2 properties that are the subject of this request are the only properties on Mercantile Way that are not currently zoned "G-2" Wholesale. It is unclear as to why 1030 and 1048 Mercantile are zoned "DM-4" when the uses located thereon (motel, office building, parking lot) are not permitted uses in that district. The "DM-4" Residential district is a high density multiple family residential zoning designation that does not permit commercial or office uses or parking lots that do not serve a use permitted in the "DM-4" district. The "DM-4" district is not an appropriate zoning designation for the subject property as it essentially only permits apartments which would not be a desirable land use for the subject property, given the surrounding zoning and land use patterns in the area. The "G-2" Wholesale district, by contrast, allows for commercial, office and storage/warehouse uses which would be compatible with the surrounding area.

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.**”

Self-storage facilities qualify as light industrial uses, thus consistent with the suburban commercial land use category as defined and described in the master plan. Such uses should be located in areas where they are easily accessible from but not located directly on a principal arterial. Since storage facilities are not customer-oriented businesses per se and do not generate much traffic, they can result in holes of little activity, with detracts rather than contributes to the vibrancy of commercial corridors. The subject property is an ideal location for the proposed storage facility. The site is located on a secondary, non-residential street in close proximity to but not directly on S. Pennsylvania Avenue, which is a principal arterial.

IMPACT ON VEHICULAR AND PEDESTRIAN TRAFFIC:

The proposed rezoning will have no negative impacts on vehicular or pedestrian traffic. Storage facilities typically generate a very low volume of vehicular traffic and virtually no pedestrian traffic.

IMPACT ON PUBLIC FACILITIES:

The site is served by all necessary public facilities.

ENVIRONMENTAL IMPACT:

The proposed rezoning will have no negative impacts on the physical environment. The only proposed changes to the site at this time are 2 additional storage buildings in the parking lot north of the existing building. Administrative site plan review and approval will be required prior to issuance of a building permit for the new buildings, during which the site will be reviewed for compliance with all City codes and ordinances including those regulating storm water management.

IMPACT ON FUTURE PATTERNS OF DEVELOPMENT:

The applicant’s request will not be disruptive to the development pattern in the area. In fact, the proposed rezoning will actually eliminate an inappropriate zoning designation and will bring the

zoning of subject property into consistency with the surrounding zoning pattern, as described above and as depicted on the attached zoning map.

SUMMARY

This is a request by AMERCO Real Estate Co. to rezone the property at 1030 Pierpont Street & the west, approximately 3.1 acres of the property at 1048 Pierpont Street from “DM-4” Residential to “G-2” Wholesale District. The purpose of the rezoning is to permit the conversion of the building at this location into a self-storage facility and a truck and trailer sharing facility with related retail uses.

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:

Approval of Z-3-2018 to rezone the property at 1030 Pierpont Street & the west, approximately 3.1 acres of the property at 1048 Pierpont Street from “DM-4” Residential district to “G-2” Wholesale district.

Respectfully Submitted,

**Susan Stachowiak
Zoning Administrator**

AS-SURVEYED PERIMETER DESCRIPTION AS REQUESTED BY CLIENT:

LOT 1, HOLIDAY PLAZA, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 27 OF PLATS, PAGE 32, INGHAM COUNTY RECORDS, ALSO BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF SAID HOLIDAY PLAZA, ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 28 DEGREES 08 MINUTES 03 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 83.04 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 04 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 49.85 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 13 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 143.28 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 27 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 329.97 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 13 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 52.68 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 22 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 233.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF PIERPONT STREET; THENCE NORTH 89 DEGREES 58 MINUTES 13 SECONDS EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF PIERPONT STREET, A DISTANCE OF 249.59 FEET; THENCE 66.42 FEET ALONG THE ARC OF A CURVE TO THE LEFT AND THE SOUTHERLY RIGHT-OF-WAY LINE OF PIERPONT STREET, SAID CURVE HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 63 DEGREES 25 MINUTES 35 SECONDS AND A CHORD WHICH BEARS SOUTH 73 DEGREES 39 MINUTES 12 SECONDS EAST, A DISTANCE OF 63.08 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 07 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 485.98 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF LIMITED ACCESS HIGHWAY I-96; THENCE SOUTH 68 DEGREES 41 MINUTES 27 SECONDS WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF LIMITED ACCESS HIGHWAY I-96, A DISTANCE OF 639.31 FEET TO THE POINT OF BEGINNING. CONTAINING 4.813 ACRES OF LAND, MORE OR LESS.

SUBJECT TO ANY EASEMENTS, RESTRICTIONS OR RESERVATIONS OF RECORD.

AMERCO[®]

REAL ESTATE COMPANY

2727 North Central Avenue, 5-N • Phoenix, Arizona 85004
Phone: 602.263.6555 • Fax: 602.277.5824 • Email: holly_reading@uhaul.com

Narrative Project Summary

AMERCO Real Estate Company (AREC) has prepared this application package for the opportunity to receive the City of Lansing's participation and counseling in regards to rezoning the property located at 1048 Pierpont St. Lansing, MI. AREC is the wholly owned real estate subsidiary of the U-Haul System.

The proposed 4.813 acre property is located at 1048 Pierpont St. Lansing, MI. U-Haul is proposing an adaptive reuse of the existing 77696 SF building by converting it into a U-Haul Moving and Storage Facility. Our uses consist of self-storage, U-Haul truck and trailer sharing, and related retail sales. The interior of the building will be retrofitted to house self-storage units. This infill development will allow U-Haul to better serve the storage needs of the community and activate a property that is currently vacant.

The property is currently zoned DM4- Multi Family Residential. Our uses are not permitted in DM4 and require us to rezone the property to G2. The properties surrounding 1048 Pierpont St. are also zoned G2 and would fit in with the current land use plan. U-Haul is proposing to apply for the rezone to allow for our uses of self-storage, truck & trailer share and a small retail showroom. The building will be used structurally as is with the exception of imaging and signage.

Custom site design for every U-Haul store assures that the facility compliments the community it serves. Adherence to community objectives is key in order to ensure each U-Haul store is both a neighborhood asset and an economic success.

U-Haul is more of a commercial type use that serves the residential communities within a 3-5-mile radius. We feel the U-Haul would be an appropriate use for the property and there are proven benefits for allowing self-storage facilities in communities:

- Self-storage facilities are quiet
- They provide an excellent buffer between zones
- They create very little traffic
- They have little impact on utilities
- They have no impact on schools
- They provide a good tax revenue
- They provide a community service

U-Haul Moving and Storage is a convenience business. Our philosophy is to place U-Haul stores in high growth residential areas, where we fill a need for our products and services. Customers are made aware of the U-Haul store, primarily via drive-by awareness, much like that of a convenience store, restaurant or hardware store. Attractive imaging and brand name recognition bring in area residents — by our measures, those who live within a four-mile radius of the center.

The U-Haul Store:

U-Haul stores characteristically serve the do-it-yourself household customer. The U-Haul Store will be staffed with 10-15 employees, both full-time and part-time. Families will generally arrive in their own automobiles, enter the showroom and may choose from a variety of products and services offered there. When situated near public transit, approximately 50% of those families utilize alternative transportation to access U-Haul equipment and services.

- Families typically use U-Haul Self-Storage rooms to store furniture, household goods, sporting equipment, or holiday decorations. During transition periods between moves, moving to a smaller home, combining households, or clearing away clutter to prepare a home for sale, storage customers will typically rent a room for a period of two months to one year.
- U-Haul stores also provide truck and trailer sharing for household moving, either in-town or across country.
- Families who need packing supplies in advance of a move or to ship personal packages can choose from a variety of retail sales items, including cartons, tape and sustainable packing materials.
- Families who tow U-Haul trailers, boats, or recreational trailers can select, and have installed, the hitch and towing packages that best meet their needs.
- Moving and storage are synergistic businesses. Over half of our storage customers tell us they used U-Haul storage because of a household move. Customers will typically use U-Haul equipment or their personal vehicle to approach the loading area and enter the building through the singular customer access. All new U-Haul stores are designed with interior storage room access, giving the customer the added value of increased security, and the community the benefit of a more aesthetically pleasing exterior.

Significant Policies:

- Hours of Operation:

Mon. - Thurs.	7:00 a.m. to 7:00 p.m.
Fri.	7:00 a.m. to 8:00 p.m.

Sat.	7:00 a.m. to 7:00 p.m.
Sun.	9:00 a.m. to 5:00 p.m.

- All U-Haul storage customers are issued a card-swipe style identification card that must be used to gain access to their room. This is but one of many security policies which protect the customer's belongings and decrease the ability of unauthorized access to the facility.
- It is against policy for a business to be operated from a U-Haul storage room.
- Customers and community residents who wish to use the on-site dumpsters for disposing of refuse must gain permission to do so, and are assessed an additional fee.
- Items that may not be stored include: chemicals, flammables, and paints.
- U-Haul stores are protected by video surveillance.
- U-Haul stores are non-smoking facilities.
- U-Haul will provide added services and assistance to our customers with disabilities.

Traffic Study:

- U-Haul stores generate less vehicular traffic volume while still embodying an active-use site. Truck and trailer sharing and self-storage all represent dynamic transitions from one customer to another. DIY moving customers are presented with opportunities to utilize equipment and storage on a temporary basis, supporting a shared-economy, an effective economic model and an environmentally-sound way to conduct business.

USE COMPARISON					
Use	Square Feet	Traffic	Volume	Typical Hours	Days
		Weekday	Weekend		
Fast Food Restaurant	3,000 sq ft	3,161 trips	3,430 trips	18 hours - 24 hours	7
Gas Station w/ Convenience Store	2,200 sq ft	1,200 trips	2,200 trips	18 hours - 24 hours	7
Hotel	50,000 sq ft	905 trips	901 trips	24 hours	7
Casual Dining	5,000 sq ft	1,075 trips	1,258 trips	11 am - 11 pm 12 hours	7
U-Haul Center	80,000 sq ft	31 trips	53 trips	7 am - 7 pm 12 hours	7

U-Haul looks forward to working with the City of Lansing as you consider the petition for re-zoning we are currently submitting.

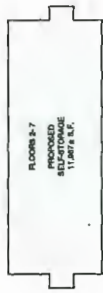
Sincerely,

Holly Reading Keilman
AMERCO Real Estate - Planner



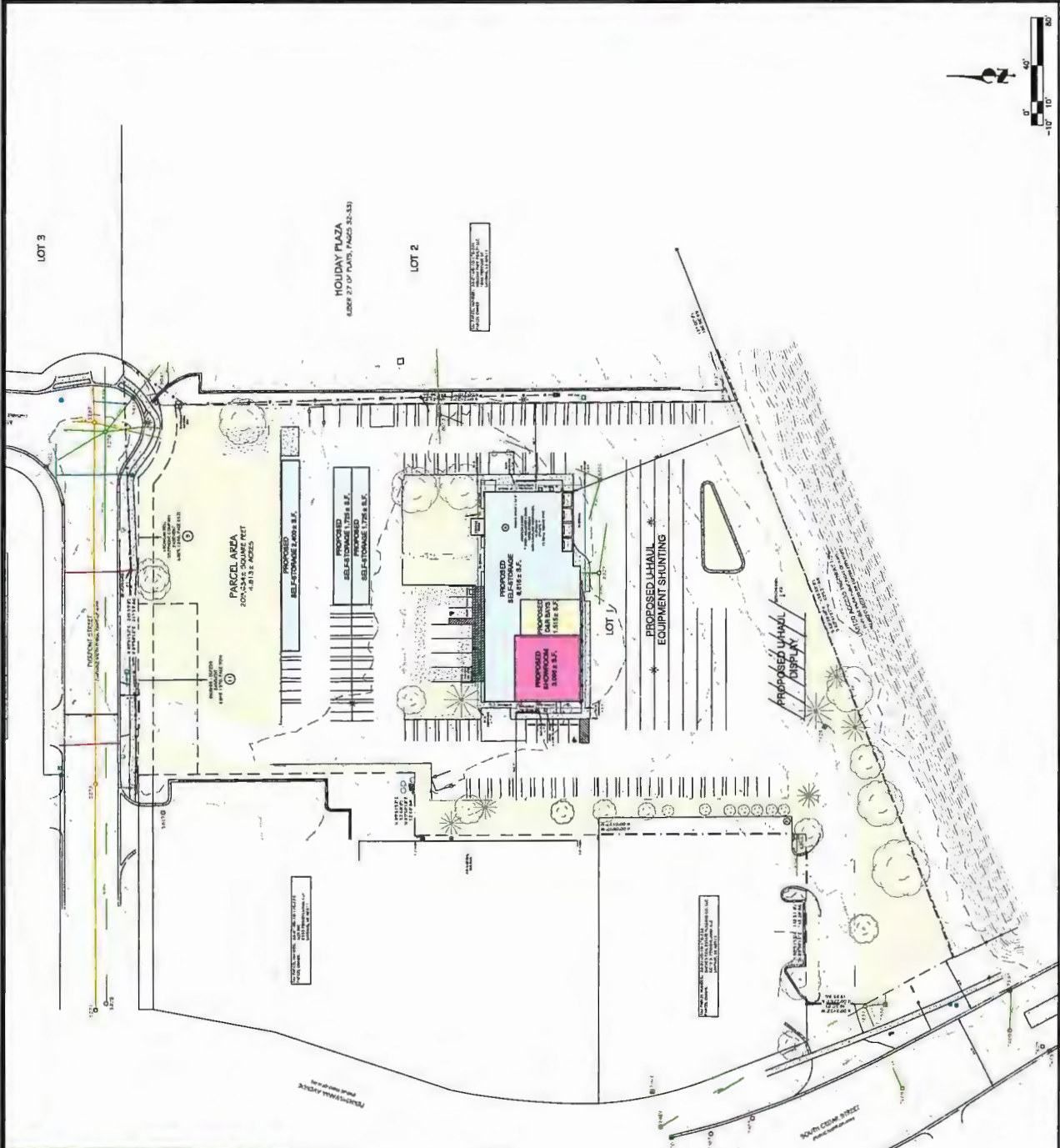
AERIAL

N.T.S



FLOORS 2-7

SCALE: 1"= 40'



SHEET TITLE:		REVISED:		1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36		37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72		73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108		109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144		145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180		181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216		217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252		253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288		289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324		325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360		361 362 363 364 365 366 367 368 369 3	
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Legend

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FEMA Flood Zones

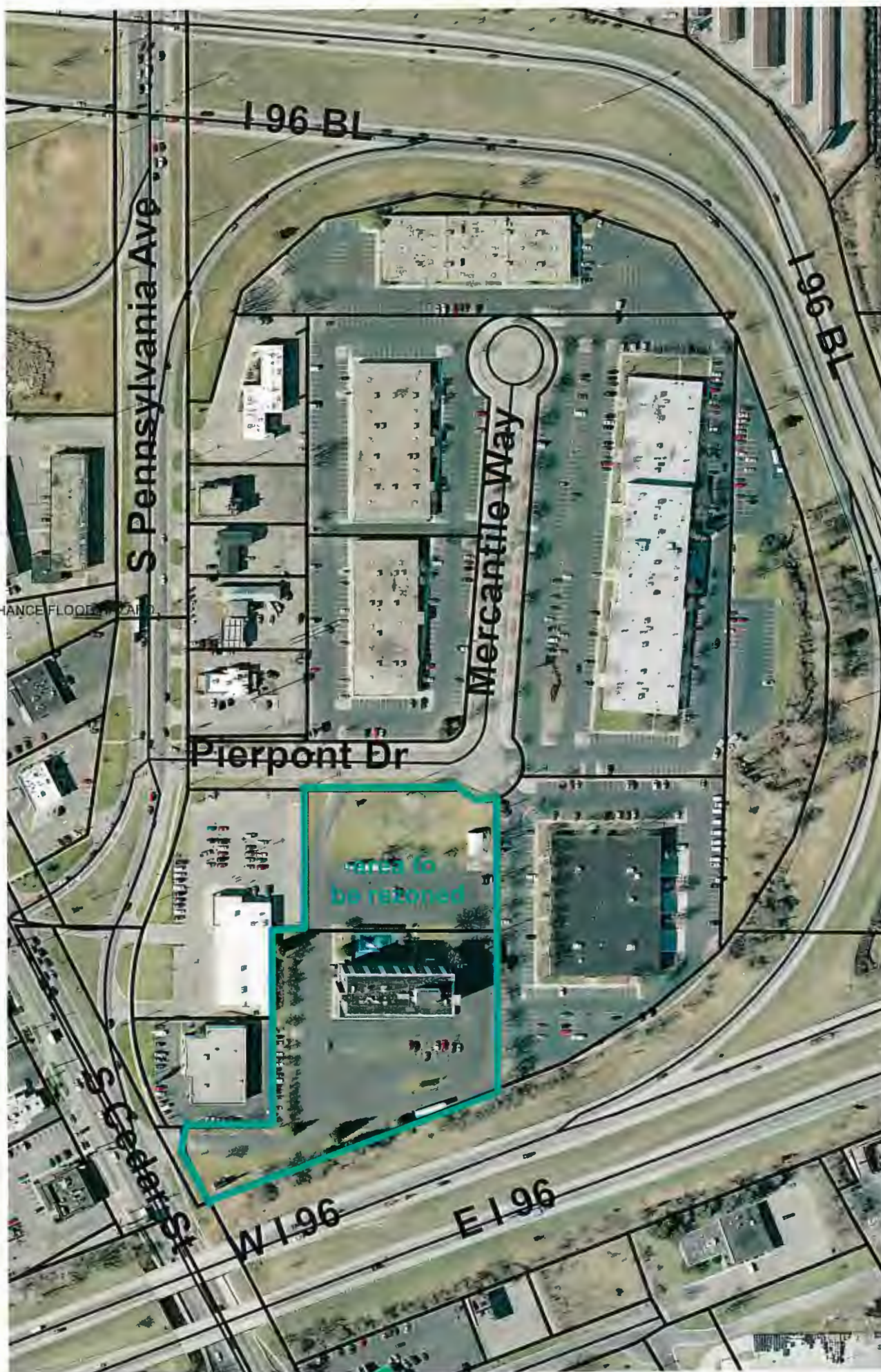
Flood Zone

0.2 PCT ANNUAL CHANCE FLOODING ZONE

A

AE

Tax Parcels



N

Legend

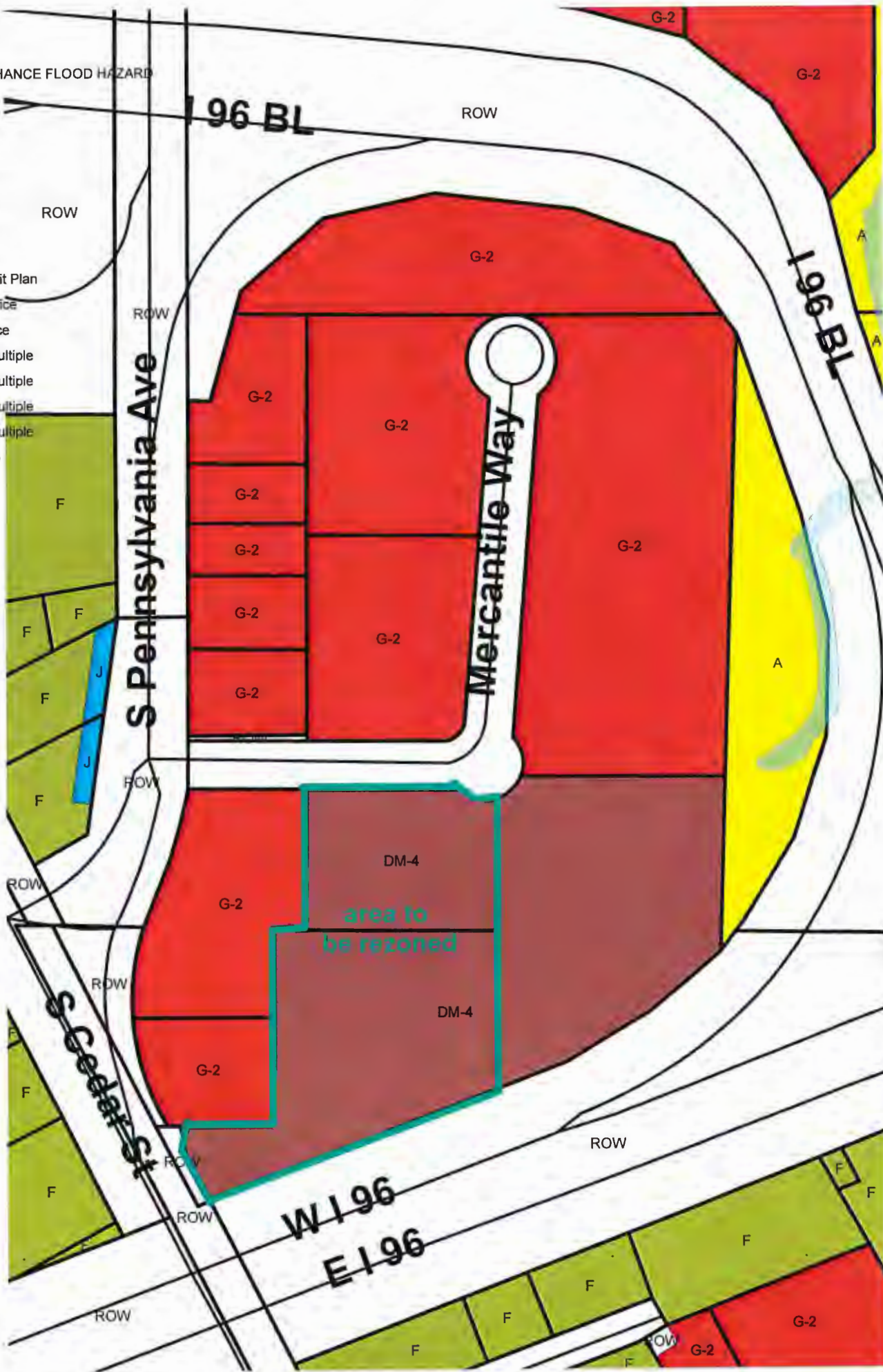
roads_final

FEMA Flood Zones

Flood Zone

0.2 PCT ANNUAL CHANCE FLOOD HAZARD

- A
- AE
- 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



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

Act-2-2018-A, Sale of PPN 23-50-40-36-407-051 - Lot 325, Glenburne No. 5 Subdivision; Delta Township; City of Lansing, Eaton County, Michigan

WHEREAS, the City of Lansing Development Office proposes to convey Lot 325, Glenburne No. 5 Subdivision, a vacant parcel located on the south side of Glenburne Blvd. to the Capital Area Housing Partnership (CAHP), a qualified 501(c)(3) housing nonprofit, for the purpose of constructing a single family home to HOME standards; and

WHEREAS, the subject parcel is rectangular in shape, measuring approximately 93' X 120'; and

WHEREAS, the City acquired this parcel due to tax foreclosure; and

WHEREAS, on May 3, 2018, the Planning Board reviewed the proposal for the sale of the subject property, along with three similar properties in the same area, and found no other public purpose for these parcels except the development of quality affordable housing; and

WHEREAS, the Planning Board voted unanimously (6-0) the proposal to convey this and the three other vacant parcels to the CAHP for the purpose of developing quality, affordable, single-family housing; and

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

NOW THEREFORE BE IT RESOLVED, the Lansing City Council hereby approves Act-2-2018, and authorizes the sale of PPN 23-50-40-36-407-051, legally described as Lot 325 Glenburne No. 5 Subdivision; Delta Township; City of Lansing, Eaton County, Michigan, to the Capital Area Housing Partnership, 1290 Deerpath Lane, East Lansing, MI 48823 for the sum of \$1.00.

BE IT FINALLY RESOLVED, that the Mayor, on behalf of the City, is hereby authorized to sign and execute all documents to complete this sale, subject to prior approval as to content and form by the City Attorney.

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

Act-2-2018-B, Sale of PPN 23-50-40-36-407-041 - Lot 324, Glenburne No. 5 Subdivision; Delta Township; City of Lansing, Eaton County, Michigan

WHEREAS, the City of Lansing Development Office proposes to convey Lot 324, Glenburne No. 5 Subdivision, a vacant parcel located on the south side of Glenburne Blvd. to the Capital Area Housing Partnership (CAHP), a qualified 501(c)(3) housing nonprofit, for the purpose of constructing a single family home to HOME standards; and

WHEREAS, the subject parcel is rectangular in shape, measuring approximately 93' X 121.45'; and

WHEREAS, the City acquired this parcel due to tax foreclosure; and

WHEREAS, on May 3, 2018, the Planning Board reviewed the proposal for the sale of the subject property, along with three similar properties in the same area, and found no other public purpose for these parcels except the development of quality affordable housing; and

WHEREAS, the Planning Board voted unanimously (6-0) the proposal to convey this and the three other vacant parcels to the CAHP for the purpose of developing quality, affordable, single-family housing; and

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

NOW THEREFORE BE IT RESOLVED, the Lansing City Council hereby approves Act-2-2018, and authorizes the sale of PPN 23-50-40-36-407-041, legally described as Lot 324 Glenburne No. 5 Subdivision; Delta Township; City of Lansing, Eaton County, Michigan, to the Capital Area Housing Partnership, 1290 Deerpath Lane, East Lansing, MI 48823 for the sum of \$1.00.

BE IT FINALLY RESOLVED, that the Mayor, on behalf of the City, is hereby authorized to sign and execute all documents to complete this sale, subject to prior approval as to content and form by the City Attorney.

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

Act-2-2018-C, Sale of PPN 23-50-40-36-407-121 - Lot 322, Glenburne No. 5 Subdivision; Delta Township; City of Lansing, Eaton County, Michigan

WHEREAS, the City of Lansing Development Office proposes to convey Lot 322, Glenburne No. 5 Subdivision, a vacant parcel located on the south side of Glenburne Blvd. to the Capital Area Housing Partnership (CAHP), a qualified 501(c)(3) housing nonprofit, for the purpose of constructing a single family home to HOME standards; and

WHEREAS, the subject parcel is rectangular in shape, measuring approximately 92.85' X 119.17'; and

WHEREAS, the City acquired this parcel due to tax foreclosure; and

WHEREAS, on May 3, 2018, the Planning Board reviewed the proposal for the sale of the subject property, along with three similar properties in the same area, and found no other public purpose for these parcels except the development of quality affordable housing; and

WHEREAS, the Planning Board voted unanimously (6-0) the proposal to convey this and the three other vacant parcels to the CAHP for the purpose of developing quality, affordable, single-family housing; and

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

NOW THEREFORE BE IT RESOLVED, the Lansing City Council hereby approves Act-2-2018, and authorizes the sale of PPN 23-50-40-36-407-121, legally described as Lot 322 Glenburne No. 5 Subdivision; Delta Township; City of Lansing, Eaton County, Michigan, to the Capital Area Housing Partnership, 1290 Deerpath Lane, East Lansing, MI 48823 for the sum of \$1.00.

BE IT FINALLY RESOLVED, that the Mayor, on behalf of the City, is hereby authorized to sign and execute all documents to complete this sale, subject to prior approval as to content and form by the City Attorney.

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

Act-2-2018-D, Sale of PPN 23-50-40-36-407-071 - Lot 317, Glenburne No. 5 Subdivision; Delta Township; City of Lansing, Eaton County, Michigan

WHEREAS, the City of Lansing Development Office proposes to convey Lot 317, Glenburne No. 5 Subdivision, a vacant parcel located on the south side of Glenburne Blvd. to the Capital Area Housing Partnership (CAHP), a qualified 501(c)(3) housing nonprofit, for the purpose of constructing a single family home to HOME standards; and

WHEREAS, the subject parcel is rectangular in shape, measuring approximately 82.98' X 120'; and

WHEREAS, the City acquired this parcel due to tax foreclosure; and

WHEREAS, on May 3, 2018, the Planning Board reviewed the proposal for the sale of the subject property, along with three similar properties in the same area, and found no other public purpose for these parcels except the development of quality affordable housing; and

WHEREAS, the Planning Board voted unanimously (6-0) the proposal to convey this and the three other vacant parcels to the CAHP for the purpose of developing quality, affordable, single-family housing; and

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

NOW THEREFORE BE IT RESOLVED, the Lansing City Council hereby approves Act-2-2018, and authorizes the sale of PPN 23-50-40-36-407-071, legally described as:
Lot 317 Glenburne No. 5 Subdivision; Delta Township; City of Lansing, Eaton County, Michigan,
to the Capital Area Housing Partnership, 1290 Deerpath Lane, East Lansing, MI 48823 for the sum of \$1.00.

BE IT FINALLY RESOLVED, that the Mayor, on behalf of the City, is hereby authorized to sign and execute all documents to complete this sale, subject to prior approval as to content and form by the City Attorney.

STAFF REPORT

PROPOSAL: The City's Development Office proposes the sale of four vacant parcels located on the south side of Glenburne to a qualified 501©(3) nonprofit for the purpose of constructing single family homes to HOME standards. The homes will then be resold to qualified low or moderate income families. This is an opportunity to infill a stable neighborhood in southwest Lansing. The City intends to provide HOME investment funds to subsidize the new builds.

PROPERTY SHAPE, SIZE, AND LOCATION: The parcels are located in the Glenburne No. 5 subdivision; Delta Township; City of Lansing, Eaton County, MI, and they have the following parcel numbers:

- 23-50-40-36-407-051; Lot 325 - 93' X 120'
- 23-50-40-36-407-041; Lot 324 - 93' X 121.45'
- 23-50-40-36-329-121; Lot 322 - 92.85' X 119.17'
- 23-50-40-36-329-071 - Lot 317 - 82.98' X 120'

EXISTING LAND USE: Vacant Land.

PROPOSED LAND USE: Single-Family Residential.

SURROUNDING LAND USE:

North: Residential.

South: Vacant land (Lansing School District property)

East: Residential.

West: Vacant, Parkland

EXISTING ZONING: "C" Residential.

SURROUNDING ZONING:

North: "A" Residential.

South: "C" Commercial.

East: "C" and "A" Residential.

West: "C" and "A" Residential

MASTER PLAN DESIGNATION: The *Design Lansing* Comprehensive Plan designates this property as Low Density Residential.

BACKGROUND

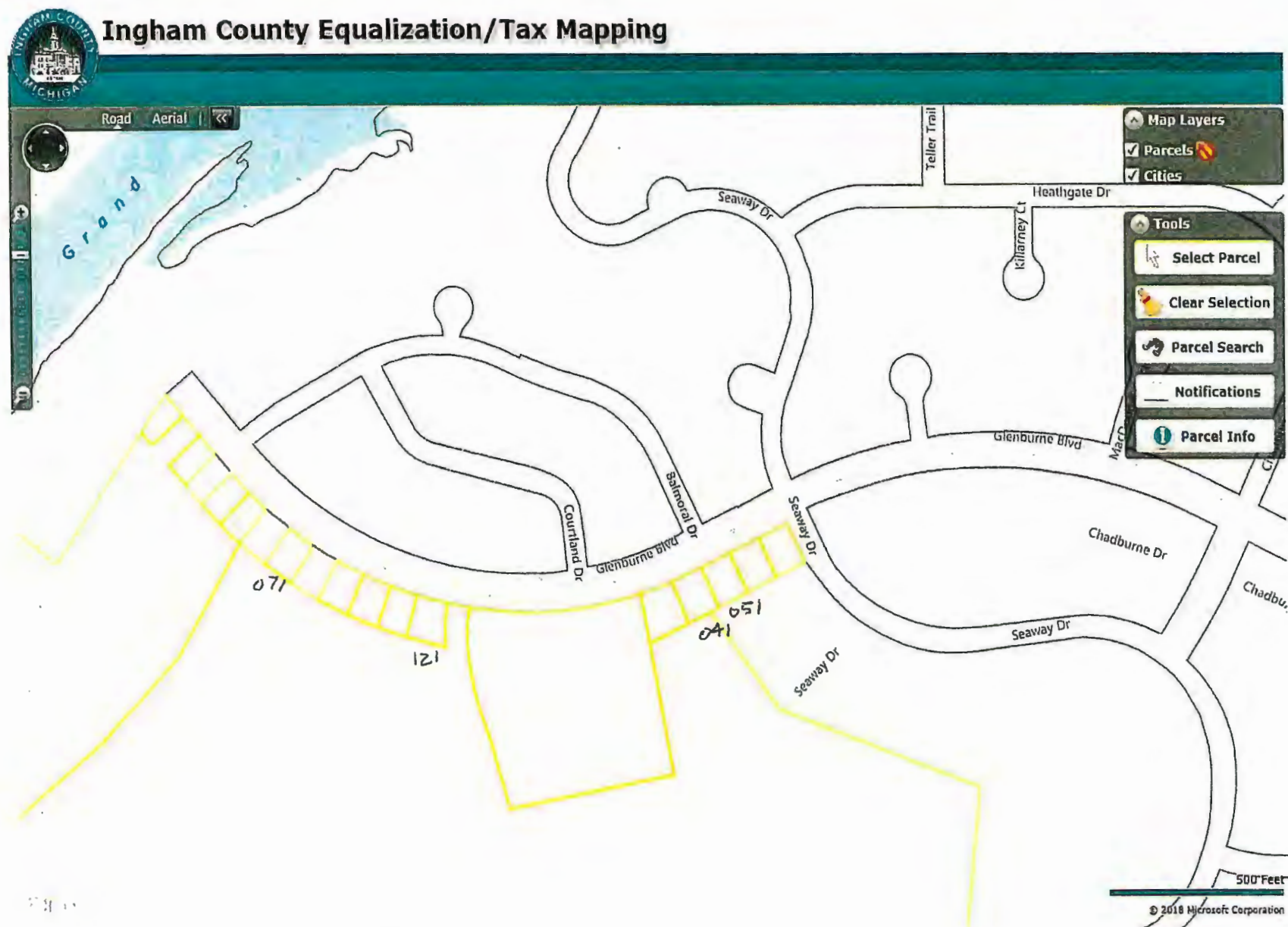
The City acquired these parcels due to tax foreclosure.

AGENCY REFERRALS:

Board of Water and Light – The BWL has a water main on Glenburne in the highlighted area. The BWL also has electric and street light utilities in this area. We do not have any wellhead protection issues, as this area is just outside of our wellhead protection area.

STAFF RECOMMENDATION

Staff recommends approval the proposal to convey these four parcels to a housing nonprofit for development of single-family residences.



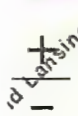


Lansing Parcel Viewer





Lansing Parcel Viewer



Find address or place



Layer List

Operational layers

Floodways

Lansing Tax Parcels

Survey Sections

Lansing Zoning

Tin Courty Imagery

Courtland Dr

Glenburne Blvd

Rivershell Ln

Sheffield Blvd

Weller Trl

Heath

Wardell Rd

River Cove Dr

Delta Twp

600ft

-84.618 42.695 Degrees

Whitelair Ln

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

BE IT RESOLVED that the Lansing City Council, hereby approves the following budget transfer for Emergency Shelter Grant Program qualified programs, including Eve Inc. \$28,000; Haven House \$11,000; Loaves and Fishes \$28,500; VOA Shelter \$44,266; Gateway Services \$21,000; Legal Services \$34,000

General Fund:

\$88,500.00 from City Match –Emergency Services	101.833730.960264.0
\$78,266.00 from ESG City Match-Child \$ Family Services	101.833720.960264.0
\$166,766.00 to Operating Trf-ESG Fund	101.966000.991264.0

ESG Fund:

\$166,766.00 from ESG Estimated Revenues	264.000000.696101.02017
\$166,766.00 to ESG-Operations	264.932666.960264.02017

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

WHEREAS, the Department of Human Relations and Community Services (HRCS) as the Collaborative Applicant for the Continuum of Care for the Lansing, East Lansing, Ingham County area, will be receiving renewal grants from the Department of Housing and Urban Development (HUD) under the 2017 Continuum of Care Homeless Assistance Programs Notice of Funding Availability (NOFA) application; and

WHEREAS, these renewal grants will help fund programs for at least the following agencies: Advent House Ministries, Child and Family Charities - Gateway Division, Greater Lansing Housing Coalition, Mid-Michigan Recovery Services, Lansing Housing Commission, Volunteers of America Michigan, One Church One Family, and the HRCS -HMIS and Planning funds, for a one-year period to support existing Continuum of Care initiatives; and

WHEREAS, the HRCS Department is to receive from HUD an amount up to \$2,501,877; and

WHEREAS, each agency shall be responsible for securing the required cash or in-kind match requirements stipulated by HUD in receiving said grants, while HRCS will continue to be responsible for securing a 25% cash and/or in-kind match for the HMIS and Planning grants;

NOW, THEREFORE, BE IT RESOLVED the City of Lansing, Michigan, accepts the terms of the grant application as stipulated by HUD and the City of Lansing does hereby specifically agree, but not by way of limitation, as follows:

1. That the administration is authorized to create appropriate accounts and transfer necessary funds to administer and monitor the grants and to appropriate such additional funds as shall be necessary to complete the project subject to the City Council transfer policies.
2. To maintain satisfactory financial accounts, documents, and records to make them available to HUD for auditing at reasonable times.
3. To implement the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreements.
4. To authorize the Mayor of the City of Lansing to be the local authorized representative to sign documents in behalf of the City of Lansing.
5. To comply with any and all terms of said HUD agreements, including all terms not specifically set forth in the foregoing portion of this resolution.

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City of Lansing

OFFICE OF THE CITY ATTORNEY

James D. Smiertka, City Attorney

April 19, 2018

Kent Bowden
4241 Lake Harbor Road
Norton Shores, MI 49441

Re: Claim – 1207 N. Chestnut

Dear Mr. & Mrs. Moore:

Please be advised that the Claims Review Committee reviewed the claim you submitted in the amount of \$630.00 and \$750 in Tag Monitoring Fees for property located at 1207 N. Chestnut, Lansing, Michigan, and denied the claim you filed with the City of Lansing.

You have the right to appeal the decision of the Claims Review Committee to the Lansing City Council. If you desire to do so, please submit your appeal in writing, within thirty (30) days of the date of this letter, to the Lansing City Clerk, 9th Floor, City Hall, Lansing, MI 48933, for placement on the Council's agenda.

If you have any questions concerning this matter, please contact this office.

Sincerely,

A handwritten signature in blue ink that reads "Venus Kumar".

Venus Kumar
Paralegal



RECEIVED JAN 25 2018

RECEIVED JAN 25 2018

City of Lansing

OFFICE OF THE CITY ATTORNEY

Claims Review Committee Form

(Commonly including: Grass, Trash, Weeds and Board-Up Violations)

1541

NAME: Rev. Kent T. Bowden DATE: Jan. 19, 2018
 MAILING ADDRESS: 4241 Lake Harbor Rd EMAIL: kbowden@yahoo.com
 CITY: Norton Shores STATE: MI ZIP CODE: 49441
 TELEPHONE: Home (231) 966-8296 (Land Line) Work (517) 862-8737 (c); (616) 822-5962

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.

*Please see attached sheets

ADDRESS: 1207 N. Chestnut St., Lansing, MI 48906 PARCEL NO. 33-01-01-09-302-111
 DATE OF INCIDENT: Billed to me on Dec 2017 AMOUNT YOU WERE BILLED for Tag Monitoring \$750.00
 TOTAL AMOUNT YOU ARE CONTESTING: Property Tax Billing \$750.00 for Tag Monitoring out of the \$395.18 tax and July Penalty \$117.67.
 TYPE OF ASSESSMENT: Tag Monitoring as per "December 2017 Property Tax Billing" Assessment
Column 5th to Last AND Last items as Assessed to "BOWDEN KENT"
 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.

Upon discovering the existence of a Tag Monitoring Fee, I inquired of Code Compliance and was told that a Tag Monitoring Fee "will be assessed every month that the property remains red tagged AND no one is actively working on the repairs to get the tag removed." Code Compliance WAS made aware that someone was "actively working on the repairs to get the tag removed BUT erroneously applied the Tag Monitoring Fee anyway. (2) Pulling the requested permits for water heater & Furnace (which were professionally installed) was made difficult, nearly impossible causing extra month to pass before the Red Tag was removed by Code Compliance Office.
(3) In Dec. 2016, when I was, for the first time, accurately informed at my proper address about Code Compliance issues at Chestnut St., Then I personally came & removed the Trash AND

A description of the claims review process is available on our website at: http://www.lansingmi.gov/attorney/Claims_review_process.jsp

over
AND ATTACHED continued

Point #3 continued: AND the trash I removed was actual evidence that someone was indeed "actively working on the repairs to get the tag removed."

④ Before I left on an extensive Missions Trip to prepare a Safe Home for girls rescued from Sexual Slavery in the Philippines I informed Code Compliance Officers of my personal work to bring the property into Compliance and asked that I Red Tag Monitoring be stopped and removed. I legitimately expected that there would be no more Tag Monitoring Fees applied. Thus, I was surprised to return in late April and to learn that they were subsequently applying Tag Monitoring Fees AND penalties while I was gone.

⑤ The Tag Monitoring, as defined by Code Compliance, proved somewhat arbitrary and certainly ineffective.

⑥ The bureaucracy involved in administering Code Compliance issues once again erred and then continued in error after the Red Tag was removed by a Code Compliance Officer who came and inspected the property and determined it to be in Compliance... which it had been, in actuality, for many months. This should have been corrected such that erroneous Fees were removed. However, when I just recently received my winter Tax Assessments in late December, 2017, then I was made aware of ~~an~~ additional \$750.00 in Tag Monitoring Fees that were being assessed to me... which I sincerely contest. They were inappropriate and somewhat arbitrary and should be removed...

⑦ As should each and all of the monthly penalties I am being assessed as I have endeavored to contest ~~my~~ these assessments through the designated Claims process... For example, the \$117.67 added onto my Dec 2017 Property Tax billing.

RECEIVED JAN 25 2018

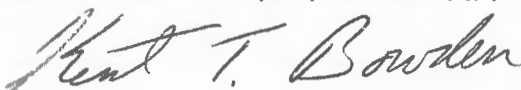
**Claim contesting Special Assessments billed on 2017 December Property Tax
Billing assessed to "BOWDEN KENT" for 1207 N. Chestnut**

Similar to Claim #1480, once I became aware of the existence of a Tag Monitoring Fee being made against me regarding my property, I inquired of Code Compliance Officers what such a fee was for and why it was being applied. I was told that a Tag Monitoring Fee ***"will be assessed every month that the property remains red tagged and no one is actively working on the repairs to get the tag removed."***

- 1) Code Compliance WAS aware that someone was *"actively working on the repairs to get the tag removed"* but erroneously applied Tag Monitoring Fees anyway.
- 2) Pulling permits for the water heater and furnace were made exceedingly awkward and difficult, nearly impossible, and ultimately questionably needful and resultantly caused unnecessary failure and needless extra months to pass before the Red Tag was removed by Code Compliance Officers.
- 3) In December 2016, when I was, for the first time, accurately informed at my proper address (508 WEST Grand River Ave., Lansing, MI 48906-4722) about Code Compliance issues at 1207 N. Chestnut St., then I personally came to that property and tended to the Trash Removal Notice AND the trash I removed was actual evidence that someone was indeed *'actively working on the repairs to get the tag removed.'*
- 4) Before I left on an extensive Missions Trip to prepare a Safe House for girls rescued from sexual slavery in the Philippines, I informed Code Compliance Officers of my personal work at Chestnut St. and asked that the Red Tag monitoring fees be stopped and removed. Since I had complied with their demands, I legitimately expected that there would be no more Tag Monitoring Fees applied. Thus, I was surprised to return in late April 2017 and to discover that they were subsequently egregiously applied while I was gone.
- 5) The Tag Monitoring, as defined by Code Compliance, proved somewhat arbitrary and certainly ineffective.
- 6) The bureaucracy involved in administrating Code Compliance issues once again erred and continued in error after the tags were removed by a Code Compliance Officer who came and inspected the property and found us to be in compliance... which we had been for many months. This ostensible 'anomaly' served to further confuse the issue leaving me to believe that Code Compliance would certainly and fairly correct and remove the erroneous fee applications. However, when I received my Winter Tax Assessments in late December 2017, then I was made aware of an additional \$750 in Tag Monitoring Fees that were being assessed to me. These I am contesting; they should all be removed as inappropriate and somewhat arbitrary.
- 7) As should each and all of the monthly penalties I am being assessed as I have proceeded to defend my claims... for example, the \$117.67 added to my December 2017 Property Tax billing.

Sincerely and Respectfully Submitted,

Rev. Kent T. Bowden (517) 862-8737 (c), (231) 766-8296 (h)



April 20, 2018

City Attorney James D. Smiertka, Attorney Tate Nicholas, Paralegal Venus Kumar, & CRC

Office of the City Attorney, City of Lansing; 5th Floor City Hall, Lansing, MI 48933

R: 1207 N. Chestnut St., Lansing, MI 48906; Property #33-01-01-09-302-111

Dear Mr. Smiertka, Mr. Nicholas, Ms. Kumar, and Attention, Claims Review Committee:

I returned home, Friday, April 20, 2018 (after unexpectedly being held up by the recent, heavily-publicized bad storms and the consequential bronchitis contracted by my wife in the aftermath) to find a letter from Assistant to the City Attorney, Venus Kumar, declaring that I would indeed have my long-awaited hearing regarding the complicated issues related to the above mentioned Chestnut St. property. To my horror, the date for **my hearing was yesterday**, April 19. I have desperately been trying to present my case regarding the code compliance notices and resultant fees (improperly, I can show) imposed on me, and **I respectfully request that I be allowed to be re-scheduled before the Claims Review Committee to present my case.**

Please consider the following:

- 1) I have come to Lansing fully prepared on three separate occasions over many months to address the details and to present my case with specificity and, on each occasion, encountered situations where the Code Compliance Office was not prepared to answer my evidentiary documents before the General Services Committee. On each occasion, after an engrossing introduction, my hearing was postponed so that the Code Compliance Office could better prepare for their responses to my claims.
- 2) At my last hearing before General Services it was decided to break my claims down into appropriate sections (conceptually and financially) which would allow the Claims Review Committee to fully consider my evidence. Attorney Tate Nicholas was directed by the Committee to broker a meeting with me and the Code Compliance Office and then to help set up the appropriate hearings in the right places. I appreciate his conscientious efforts.
- 3) At the December 29 meeting with Attorney Nicholas and Code Compliance Officer Scott Sanford it was agreed that my Claim #1421 would be granted and that Claims #1479 & 1480 would be referred to the CRC. Attorney Nicholas's January 19 email clarified this and offered a February 15 hearing date. However, as my January 22nd email to Attorney Nicholas stated, we were leaving on a Mission's Trip February 5 and would not be back until into April. It also clarified that I would not contest the \$94.50 recycling fees from Claim #1422. Attorney Nicholas's email response that same day stated, ***"I've asked Venus to pencil you in for the April meeting. Although, I will no longer be a member of the Claims Review Committee you can always contact me to ensure your dates before the CRC have been set."***
- 4) Attorney Nicholas's March 28 email honorably followed up on this agreement and graciously offered, ***"I know you've been down here a lot, I'd like to make sure your claims are heard and considered as soon as possible."***

- 5) My email response to him that same day clarified that I was not back in MI yet, and indeed that I had to unexpectedly re-route my itinerary to S. Carolina until at least mid-April. National news covered the horrible mid-April weather from the Carolinas and up to Michigan. Additionally, our church in Norton Shores, MI let us know by email that April 15 services were cancelled due to inclement weather... ice & snow. We took refuge just over the NC border for the 15th and then had to dig for additional safe housing for the 16-18. We drove back the 19th getting to MI into the morning hours of the 20th and discovered ice & snow in our driveway and 6' piles of snow many places. My January 22nd email asked, *"...then I must ask for hearings to be set in April after we return. RSVP"*
- 6) I received a call from Sherrie Boak, the City Council Office Manager, and she set up an April 24 hearing on another matter which is above the \$2,500 CRC limit that I have been endeavoring to have heard by General Services since 2016. I never heard again from Paralegal Kumar or Attorney Nicholas (both of whom have been consistently very gracious and conscientious and indeed honorable representatives of the City Attorney's Office) until I arrived in Michigan April 20 and discovered the letter from your office announcing the CRC hearing for April 19! I assumed until then that my CRC hearing, which I have been so eager to have and faithful to pursue, had not yet been scheduled!
- 7) If the CRC were not to reschedule my hearing which I missed due to 'acts of God' and ask me to Appeal to General Services, then this would fly in the face of the very directive of General Services which intended that these claims be returned to CRC to be heard.

I believe that your office desires a just and equitable settlement of these claims, as do I. To that end I respectfully request that you re-schedule me for my hearing before the CRC. I have **not** been delinquent in my efforts to seek and to assure a fair hearing. All the previous postponements have not been because I have not been there and not been fully prepared to present and to defend my case. I have! Had my hearings been completed when I had the advantage of being well prepared with copious evidence when the Code Compliance Office was less and even erroneously prepared, then I firmly believe that I would have had my claims granted. *'Justice delayed is justice denied'*, it has been said. This has taken way too long to get fairly and fully heard. Given that I am now dependent on Social Security payments, it has put me in a financial situation where I haven't even been able to pay my last two taxes on this property due to the heavy additions of these erroneously applied fines and fees.

I respectfully request that you re-schedule me for my hearing before the Claims Review Committee: Claims #1479, 1480, and 1541. It should also be noted that I have additional evidence that 'interventions' assigned and for which I have been billed related to these claims, were not actually completed, but I have never been afforded the opportunity to present and defend that argument.

Sincerely,

Rev. Kent T. Bowden, EdD (ABD)

(517) 862-8737 (cell) (231) 766-8296 (land line)

4241 Lake Harbor Rd. Norton Shores, MI 49441



City of Lansing

OFFICE OF THE CITY ATTORNEY

James D. Smiertka, City Attorney

April 5, 2018

Kent Bowden
4241 Lake Harbor Road
Norton Shores, MI 49441

Re: Claims Review Committee
Claim for: 1207 N. Chestnut

Dear Mr. Bowden:

Please be advised that your claim (#1541) for tag monitoring fees will be heard by the Claims Review Committee at **11:15 a.m. on Thursday, April 19, 2018** at the same time as your other claim for tag monitoring fees (#1480). A copy of the claim form you filed with our office is included.

Please be sure that you are either the registered Owner or the registered Taxpayer of the property. If the property is owned by an LLC or other business entity, you must provide documentation demonstrating such or the Claims Review Committee will not be able to hear your claim. You may also appoint an attorney to appear on your behalf.

You are encouraged to attend the hearing and present your claim to the committee. The committee will meet in the **City Attorney Conference Room, 5th Floor, City Hall, 124 W. Michigan Avenue**, Lansing, Michigan. If you plan to attend, please come to the City Attorney's Office on the date of the hearing and sign in at the Receptionist counter.

Thank you.

Sincerely,

A handwritten signature in blue ink that reads "Venus Kumar".

Venus Kumar
Paralegal

Enclosure

Claim No: 1541



City of Lansing

OFFICE OF THE CITY ATTORNEY

1480

Claim Form – Special Assessments

Please provide the following information so we can contact you regarding your claim.

NAME: Rev. Kent T. Bowden DATE: August 25, 2017
 MAILING ADDRESS: 4241 Lake Harbor Rd. EMAIL: kborules@yahoo.com
 CITY: Norton Shores STATE: MI ZIP CODE: 49441
 TELEPHONE: Home (231) 766-8296 Work (517) 862-8737 or (616) 822-5962

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.

* Please, see attached sheets

ADDRESS: 1207 N. Chestnut St, Lansing 48906 PARCEL NO. 33-01-01-09-302-111
 DATE OF INCIDENT: Uncertain, but seemingly from July - Dec. 6, 2016 & billed on 2017 Summer Taxes AMOUNT YOU WERE BILLED: \$3,922.38
 TOTAL AMOUNT YOU ARE CONTESTING: \$630.00 for the "Tag Monitoring" Fees
 TYPE OF ASSESMENT: "TAG MONITORING" as per Property Tax Billing "DESCRIPTION" column 2nd to last item

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.

Initially unaware of Tag Monitoring Fees. Once aware, we were in belief there was a 90 Day extension. Thereafter, since obvious work was being done as per issues listed on the July, 16, 2016 Safety Inspection Correction Notice, and we were told by Code Compliance personnel that a Tag Monitoring Fee "will be assessed every month that the property remains red tagged and no one is actively working on the repairs to get the tag removed," then we believed that Tag Monitoring Fees were a moot point. Beyond that, efforts for owners to pull permits were unsuccessful & fines came for a Licensed Pro Pooled Permits.

A description of the claims review process is available on our website at: http://www.lansingmi.gov/attorney/Claims_review_process.jsp

* Please, see attached sheets. Thank you.

August 25, 2017

Office of the City Attorney, City of Lansing; 5th Floor City Hall, Lansing, MI 48933

R: 1207 N. Chestnut St., Lansing, MI 48906; Property #33-01-01-09-302-111

To Whom It May Concern:

I just became aware of a Special Assessment of \$630.00 for 'TAG MONITORING' applied to property I own, but which I have been selling on Land Contract. I discovered this special assessment as I reviewed my Property Tax Billing for 1207 N. Chestnut St. due August 31, 2017. I respectfully request that these assessments be removed from me and my Property Tax Billing.

1st: Although I am now aware of this Code Compliance Red Tag Monitoring concept and that it relates to this property, I was never informed of it until December 22, 2016 when I discovered a \$75.00 fee added to my Winter Tax billing. At that time I inquired of Code Compliance what this was all about and was told directly by a Code Compliance Officer that *"The Tag Monitoring Fee is a fee that the City of Lansing assesses to properties that have been red tagged for more than 90 days. An officer does monitor the property monthly to check for activity and to confirm that the property is secure. The fee will be assessed every month that the property remains red tagged and no one is actively working on the repairs to get the tag removed."* Since I came down to that property in response to being properly informed about a Trash & Debris Correction Notice that was the result of work being done on the property in response to the Red Tag issues indicated, and since I personally took care of that situation with receipts from Granger Land Fill to verify that, I believed that I had shown that we, indeed, were "actively working on the repairs to get the tag removed", and therefore mitigated against the red tag being further applied to the property.

2nd: The person to whom I am selling the property, Mr. Brandon Wheaton, also lived there until it got Red Tagged due to an incident on July 16, 2016. He told me in August, and promised to witness to any who asked, that there had never been, prior to that July 16 issue, any code compliance issue and no notification of any such code compliance violation that he knew of. (I knew of none.) He contended that he had personally dealt with grass and weeds and trash himself until, and even after, the Red Tag was applied. Please note that on August 12, 2016 I personally requested of Code Compliance for an extension to the August 15, 2016 Compliance Due Date. According to your records Brandon Wheaton was in communication with you on August 15 clarifying that he was almost ready to have permits pulled to effect repairs. Unfortunately, I was unable to reach him after we visited the Code Compliance Office together in mid-August as I was helping him to get permits pulled and to address the specific issues causing the Red Tag to be applied. Because I was unable, even with enormous effort, to reach Mr. Brandon Wheaton from August through December 20, 2016 (when I received a notice about Trash to which I personally attended in order to assure compliance and to defer any fines or special assessments), I was thus unaware of any further issues about the property until then and was concerned about cold weather coming. While there at the property I presumed to enter the premises as allowed

per the Land Contract so that I could shut off the water and drain the pipes so as not to incur any freezing and resultant damage. To my surprise, I discovered that the house was warm and toasty and looked 'lived-in'. So I left the property as is and asked Code Compliance again about their Red Tag Monitoring checklist and procedures.

3rd : I was still unable to reach Mr. Wheaton until late April of 2017 when I discovered to my surprise that there were continuing Red Tag Monitoring Fees being assessed in spite of the obvious fact that work was being done on the property related to issues indicated in the notice. Furthermore, somewhere around late April when I was finally able to find Mr. Wheaton, he admitted to me that he and his Mother had been living in the property without incident in spite of the Red Tag since early December, 2016. So, I was left to ponder what exactly I was being asked to pay for when it came to this "Red Tag Monitoring Fee" that Code Compliance was saying I owed. To that end I contacted Code Compliance again, and this time heard back from Officer Driver about what that fee was to cover. Part of his April 27 answer was, "We make sure the property is secure and unoccupied." The mere fact that, unknown to me, they were living in the house during that whole time speaks against the efficacy of that fee and nullifies its application to me or the property... but that is another story that I must present in a future meeting.

4th : In an effort to get the Red Tag removed Mr. Wheaton and I visited the Code Compliance/Building Permit Office a few times and asked questions and got our facts straight and filled out a Permit Application form which we tried to submit with Fees so that we could remove the last issues related to the Red Tag... the Water Heater and Furnace. These appliances, although installed professionally by licensed contractor William Jameson, apparently did not have permits pulled, according to Lansing City records, and without regard to the fact that they had been functioning fine for 3 years. On May 27 people in the office there on Capitol Ave. refused to accept the Applications we submitted. The issue seemed to be that a) I could not pull the permits, because Mr. Wheaton was the Land Contract buyer/occupant in Building Permit's POV... but b) the building was Red Tagged and therefore could not be being occupied by Mr. Wheaton, and c) I was the one being fined because I was perceived by Code Compliance POV to be the homeowner even though I had provided them a copy of the *'Property Transfer Affidavit'* which we successfully submitted as acceptable to the Lansing City Assessor's Office on the 3rd floor of City Hall, and d) that they preferred, in spite of what the ordinances that we read seemed to say, that we get a licensed professional to pull the permits. [Again, these appliances were already installed by a licensed professional and working well for three years, so it seems that the issue really should have been only that we needed to pay for permits for what already existed and have inspections. However, this approach was deemed unacceptable.] So, in June we got another licensed professional to pull permits, but the Monitoring Fees continued in spite of the fact that we were told that once permits were pulled and accepted then the Red Tag Monitoring Fee would be stopped, because we were showing that we were in the process of resolving the issue.

5th : As we addressed in a previous hearing with the Claims Review Committee, I discovered in the process of investigating a previous Special Assessment that the city has been sending tax billings and any notices about this property to me at an incorrect address. Officer Amy Castillo and I discovered this when I asked for some clarification about Code Compliance and she read aloud to me the address to

which she would send me the requested information which she stated that she got from the City Assessor's Office. I identified it immediately to her as incorrect. Later, I learned that the city was aware since 2013 that they had the wrong address because they received communiqués sent to me back as *undeliverable*. Someone obviously made a mistake about which I was unaware. (Please, see accompanying letter from Robin Wright of the City Assessor's Office dated July 27, 2016.) In spite of efforts to clarify to the Code Compliance Office how to reach me by mail, the first Notification about 1207 Chestnut that I received at my correct address from the Code Compliance was December 6, 2016. (Since I have been traveling extensively the last few years, I have been paying my taxes on this and another Lansing property that I own by going on line to determine what I owed.)

6th: I have been a proud and loyal Lansing resident since my youth. Even when I had to travel elsewhere to earn my living, I maintained my residence here and faithfully paid my taxes and kept up my properties. In recent years I have been focused on missions and eager to sell my Lansing properties which I finally own outright. Hence, selling the house on Land Contract rather than on bank mortgage. Otherwise, I am now on Social Security and have no paying job. Please note, that when I properly received a Code Compliance Trash removal notice on this property December 22, then I attended to the issue immediately. As the property owner on record, I would want to do so; it is much cheaper to do such work myself or to have someone I hire to do so than to leave it undone and leave it to the city. I would not knowingly do such a thing!

Again, please remove from me and from my property tax billing this very expensive and grievous charge. It appears unwarranted. I was uninformed of it and partially oblivious to it until I discovered it on my Property Tax Billing for July 2017. It is my sincere desire to pay what I owe and to maintain a good relationship with the city, but this TAG MONITORING Assessment is beyond difficult, even egregious to me. Thank you.

Respectfully,

Rev. Kent T. Bowden, EdD (ABD)

P.S. Please note: the only way I knew of the Red Tag issue was because I saw it on the house door. I went in to the Code Compliance office and asked for "copies of any previous warnings, fines, or assessments levied against 1207 N. Chestnut since 2013" and they gave me only a copy of the "Safety Inspection Correction Notice – Re-inspection Required" (dated 7/16/2016) and the "TRASH AND DEBRIS CORRECTION NOTICE" (dated 09/30/2015) and the "GRASS AND WEED CORRECTION NOTICE" (DATED 09/30/2015) and the "Record E15-08758... Invoice No., 00065094" (dated 10/14/2015).



City of Lansing

OFFICE OF THE CITY ATTORNEY

James D. Smiertka, City Attorney

April 5, 2018

Kent Bowden
4241 Lake Harbor Road
Norton Shores, MI 49441

Re: Claims Review Committee
Claim for: 1207 N. Chestnut

Dear Mr. Bowden:

Please be advised that your claim is scheduled to be heard by the Claims Review Committee. The Committee is scheduled to begin hearings at **11:15 a.m. on Thursday, April 19, 2018**. A copy of the appropriate Department's recommendation is enclosed for your review.

Please be sure that you are either the registered Owner or the registered Taxpayer of the property. If the property is owned by an LLC or other business entity, you must provide documentation demonstrating such or the Claims Review Committee will not be able to hear your claim. You may also appoint an attorney to appear on your behalf.

You are encouraged to attend the hearing and present your claim to the committee. The committee will meet in the **City Attorney Conference Room, 5th Floor, City Hall, 124 W. Michigan Avenue**, Lansing, Michigan. If you plan to attend, please come to the City Attorney's Office on the date of the hearing and sign in at the Receptionist counter.

Thank you.

Sincerely,

A handwritten signature in blue ink that reads "Venus Kumar".

Venus Kumar
Paralegal

Enclosure

Claim No: 1480



City of Lansing

OFFICE OF THE CITY ATTORNEY

James D. Smiertka, City Attorney

April 19, 2018

Kent Bowden
4241 Lake Harbor Road
Norton Shores, MI 49441

Re: Claim – 1207 N. Chestnut

Dear Mr. & Mrs. Moore:

Please be advised that the Claims Review Committee reviewed the claim you submitted in the amount of \$630.00 and \$750 in Tag Monitoring Fees for property located at 1207 N. Chestnut, Lansing, Michigan, and denied the claim you filed with the City of Lansing.

You have the right to appeal the decision of the Claims Review Committee to the Lansing City Council. If you desire to do so, please submit your appeal in writing, within thirty (30) days of the date of this letter, to the Lansing City Clerk, 9th Floor, City Hall, Lansing, MI 48933, for placement on the Council's agenda.

If you have any questions concerning this matter, please contact this office.

Sincerely,

A handwritten signature in blue ink that reads "Venus Kumar".

Venus Kumar
Paralegal

April 20, 2018

City Attorney James D. Smiertka, Attorney Tate Nicholas, Paralegal Venus Kumar, & CRC

Office of the City Attorney, City of Lansing; 5th Floor City Hall, Lansing, MI 48933

R: 1207 N. Chestnut St., Lansing, MI 48906; Property #33-01-01-09-302-111

Dear Mr. Smiertka, Mr. Nicholas, Ms. Kumar, and Attention, Claims Review Committee:

I returned home, Friday, April 20, 2018 (after unexpectedly being held up by the recent, heavily-publicized bad storms and the consequential bronchitis contracted by my wife in the aftermath) to find a letter from Assistant to the City Attorney, Venus Kumar, declaring that I would indeed have my long-awaited hearing regarding the complicated issues related to the above mentioned Chestnut St. property. To my horror, the date for **my hearing was yesterday**, April 19. I have desperately been trying to present my case regarding the code compliance notices and resultant fees (improperly, I can show) imposed on me, and **I respectfully request that I be allowed to be re-scheduled before the Claims Review Committee to present my case.**

Please consider the following:

- 1) I have come to Lansing fully prepared on three separate occasions over many months to address the details and to present my case with specificity and, on each occasion, encountered situations where the Code Compliance Office was not prepared to answer my evidentiary documents before the General Services Committee. On each occasion, after an engrossing introduction, my hearing was postponed so that the Code Compliance Office could better prepare for their responses to my claims.
- 2) At my last hearing before General Services it was decided to break my claims down into appropriate sections (conceptually and financially) which would allow the Claims Review Committee to fully consider my evidence. Attorney Tate Nicholas was directed by the Committee to broker a meeting with me and the Code Compliance Office and then to help set up the appropriate hearings in the right places. I appreciate his conscientious efforts.
- 3) At the December 29 meeting with Attorney Nicholas and Code Compliance Officer Scott Sanford it was agreed that my Claim #1421 would be granted and that Claims #1479 & 1480 would be referred to the CRC. Attorney Nicholas's January 19 email clarified this and offered a February 15 hearing date. However, as my January 22nd email to Attorney Nicholas stated, we were leaving on a Mission's Trip February 5 and would not be back until into April. It also clarified that I would not contest the \$94.50 recycling fees from Claim #1422. Attorney Nicholas's email response that same day stated, ***"I've asked Venus to pencil you in for the April meeting. Although, I will no longer be a member of the Claims Review Committee you can always contact me to ensure your dates before the CRC have been set."***
- 4) Attorney Nicholas's March 28 email honorably followed up on this agreement and graciously offered, ***"I know you've been down here a lot, I'd like to make sure your claims are heard and considered as soon as possible."***

- 5) My email response to him that same day clarified that I was not back in MI yet, and indeed that I had to unexpectedly re-route my itinerary to S. Carolina until at least mid-April. National news covered the horrible mid-April weather from the Carolinas and up to Michigan. Additionally, our church in Norton Shores, MI let us know by email that April 15 services were cancelled due to inclement weather... ice & snow. We took refuge just over the NC border for the 15th and then had to dig for additional safe housing for the 16-18. We drove back the 19th getting to MI into the morning hours of the 20th and discovered ice & snow in our driveway and 6' piles of snow many places. My January 22nd email asked, *"...then I must ask for hearings to be set in April after we return. RSVP"*
- 6) I received a call from Sherrie Boak, the City Council Office Manager, and she set up an April 24 hearing on another matter which is above the \$2,500 CRC limit that I have been endeavoring to have heard by General Services since 2016. I never heard again from Paralegal Kumar or Attorney Nicholas (both of whom have been consistently very gracious and conscientious and indeed honorable representatives of the City Attorney's Office) until I arrived in Michigan April 20 and discovered the letter from your office announcing the CRC hearing for April 19! I assumed until then that my CRC hearing, which I have been so eager to have and faithful to pursue, had not yet been scheduled!
- 7) If the CRC were not to reschedule my hearing which I missed due to 'acts of God' and ask me to Appeal to General Services, then this would fly in the face of the very directive of General Services which intended that these claims be returned to CRC to be heard.

I believe that your office desires a just and equitable settlement of these claims, as do I. To that end I respectfully request that you re-schedule me for my hearing before the CRC. I have **not** been delinquent in my efforts to seek and to assure a fair hearing. All the previous postponements have not been because I have not been there and not been fully prepared to present and to defend my case. I have! Had my hearings been completed when I had the advantage of being well prepared with copious evidence when the Code Compliance Office was less and even erroneously prepared, then I firmly believe that I would have had my claims granted. *'Justice delayed is justice denied'*, it has been said. This has taken way too long to get fairly and fully heard. Given that I am now dependent on Social Security payments, it has put me in a financial situation where I haven't even been able to pay my last two taxes on this property due to the heavy additions of these erroneously applied fines and fees.

I respectfully request that you re-schedule me for my hearing before the Claims Review Committee: Claims #1479, 1480, and 1541. It should also be noted that I have additional evidence that 'interventions' assigned and for which I have been billed related to these claims, were not actually completed, but I have never been afforded the opportunity to present and defend that argument.

Sincerely,

Rev. Kent T. Bowden, EdD (ABD)

(517) 862-8737 (cell) (231) 766-8296 (land line)

4241 Lake Harbor Rd. Norton Shores, MI 49441

DATE: 9/21/17

PPN: 33-01-01-09-302-111
 DATE SUBMITTED: 8/29/2017
 ADDRESS OF VIOLATION: 1207 N. Chestnut Street
 LISTED TAXPAYER OF RECORD: Bowden, Kent
 OTHER TAXPAYER OF RECORD:
 CLAIMANT: Bowden, Kent
 CLAIMANT'S ADDRESS: 4241 Lake Harbor Road
 Norton Shores, MI 49441

1480

TYPE OF ACTIONS CONTESTED:

Tag Monitoring fee

VIOLATION DATE: 7/18/2016

NOTIFICATION DATE: 7/18/2016

2ND NOTICE ASSESSMENT DATE:AMOUNT OF ASSESSMENT: \$1567.50 starting 12/06/2016
to presentCONTRACTOR NAME - INVOICE NO. - DATE: City of Lansing Code
Enforcement

AMOUNT OF CLAIM: \$630.00

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:

Grass Violation 7/18/2017	Trash Violation (& removal) 2/10/2017
---------------------------------	--

CITATIONS IN PREVIOUS YEAR:

Trash Violation 4/18/2016	Grass Violation 5/12/2016	Failure to register 6/03/2016	Trash Violation(& removal) 7/18/2016
Red Tagged 7/18/2016	Trash Violation 12/20/2016		

CLAIMANT'S CIRCUMSTANCES:

See Attached

CODE OFFICER'S NOTES: This property has been Red Tagged since 7/18/2016, the red tag monitoring assessments started 12/06/2016 and continue to present date. No attempt has been made by the claimant to correct the outstanding repairs and have the tag removed. The claimant stated attempts to pull permits were unsuccessful however a Mechanical Permit was issued on 6/30/2017; however there have not been any inspections at this time and no requests to have any. The claimant needs to hire licensed contractors for the work due to him being a property owner not a home owner and under state law he cannot pull a building permit or trade permits unless he is licensed to do so. This office recommends denial of the claim due to no work being done on the property and all invoices were mailed to the claimant every month since December of 2016.



City of Lansing

OFFICE OF THE CITY ATTORNEY

1480

Claim Form – Special Assessments

Please provide the following information so we can contact you regarding your claim.

NAME: Rev. Kent T. Bowden DATE: August 25, 2017
 MAILING ADDRESS: 4241 Lake Harbor Rd. EMAIL: kborules@yahoo.com
 CITY: Norton Shores STATE: MI ZIP CODE: 49441
 TELEPHONE: Home (231) 766-8296 Work (517) 862-8737 or (616) 822-5962

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.

* Please, see attached sheets

ADDRESS: 1207 N. Chestnut St, Lansing 48906 PARCEL NO. 33-01-01-09-302-111
 DATE OF INCIDENT: Uncertain, but seemingly from July - Dec. 6, 2016 & AMOUNT YOU WERE BILLED: \$3,922.38
 TOTAL AMOUNT YOU ARE CONTESTING: billed on 2017 Summer Taxes \$630.00 for the "Tag Monitoring" Fees
 TYPE OF ASSESMENT: "TAG MONITORING" as per Property Tax Billing "DESCRIPTION" column 2nd to last item

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.

Initially unaware of Tag Monitoring Fees. Once aware, we were in belief that there was a 90 Day extension. Thereafter, since obvious work was being done as per issues listed on the July, 16, 2016 Safety Inspection Correction Notice, and we were told by Code Compliance personnel that a Tag Monitoring Fee "will be assessed every month that the property remains red tagged and no one is actively working on the repairs to get the tag removed," then we believed that Tag Monitoring Fees were a moot point. Beyond that, efforts for owners to pull Permits were unsuccessful & fines came after a Licensed Pro Pooled Permits

A description of the claims review process is available on our website at: http://www.lansingmi.gov/attorney/Claims_review_process.jsp

* Please, see attached sheets. Thank you.

August 25, 2017

Office of the City Attorney, City of Lansing; 5th Floor City Hall, Lansing, MI 48933

R: 1207 N. Chestnut St., Lansing, MI 48906; Property #33-01-01-09-302-111

To Whom It May Concern:

I just became aware of a Special Assessment of \$630.00 for 'TAG MONITORING' applied to property I own, but which I have been selling on Land Contract. I discovered this special assessment as I reviewed my Property Tax Billing for 1207 N. Chestnut St. due August 31, 2017. I respectfully request that these assessments be removed from me and my Property Tax Billing.

1st: Although I am now aware of this Code Compliance Red Tag Monitoring concept and that it relates to this property, I was never informed of it until December 22, 2016 when I discovered a \$75.00 fee added to my Winter Tax billing. At that time I inquired of Code Compliance what this was all about and was told directly by a Code Compliance Officer that *"The Tag Monitoring Fee is a fee that the City of Lansing assesses to properties that have been red tagged for more than 90 days. An officer does monitor the property monthly to check for activity and to confirm that the property is secure. The fee will be assessed every month that the property remains red tagged and no one is actively working on the repairs to get the tag removed."* Since I came down to that property in response to being properly informed about a Trash & Debris Correction Notice that was the result of work being done on the property in response to the Red Tag issues indicated, and since I personally took care of that situation with receipts from Granger Land Fill to verify that, I believed that I had shown that we, indeed, were "actively working on the repairs to get the tag removed", and therefore mitigated against the red tag being further applied to the property.

2nd: The person to whom I am selling the property, Mr. Brandon Wheaton, also lived there until it got Red Tagged due to an incident on July 16, 2016. He told me in August, and promised to witness to any who asked, that there had never been, prior to that July 16 issue, any code compliance issue and no notification of any such code compliance violation that he knew of. (I knew of none.) He contended that he had personally dealt with grass and weeds and trash himself until, and even after, the Red Tag was applied. Please note that on August 12, 2016 I personally requested of Code Compliance for an extension to the August 15, 2016 Compliance Due Date. According to your records Brandon Wheaton was in communication with you on August 15 clarifying that he was almost ready to have permits pulled to effect repairs. Unfortunately, I was unable to reach him after we visited the Code Compliance Office together in mid-August as I was helping him to get permits pulled and to address the specific issues causing the Red Tag to be applied. Because I was unable, even with enormous effort, to reach Mr. Brandon Wheaton from August through December 20, 2016 (when I received a notice about Trash to which I personally attended in order to assure compliance and to defer any fines or special assessments), I was thus unaware of any further issues about the property until then and was concerned about cold weather coming. While there at the property I presumed to enter the premises as allowed

per the Land Contract so that I could shut off the water and drain the pipes so as not to incur any freezing and resultant damage. To my surprise, I discovered that the house was warm and toasty and looked 'lived-in'. So I left the property as is and asked Code Compliance again about their Red Tag Monitoring checklist and procedures.

3rd : I was still unable to reach Mr. Wheaton until late April of 2017 when I discovered to my surprise that there were continuing Red Tag Monitoring Fees being assessed in spite of the obvious fact that work was being done on the property related to issues indicated in the notice. Furthermore, somewhere around late April when I was finally able to find Mr. Wheaton, he admitted to me that he and his Mother had been living in the property without incident in spite of the Red Tag since early December, 2016. So, I was left to ponder what exactly I was being asked to pay for when it came to this "Red Tag Monitoring Fee" that Code Compliance was saying I owed. To that end I contacted Code Compliance again, and this time heard back from Officer Driver about what that fee was to cover. Part of his April 27 answer was, "We make sure the property is secure and unoccupied." The mere fact that, unknown to me, they were living in the house during that whole time speaks against the efficacy of that fee and nullifies its application to me or the property... but that is another story that I must present in a future meeting.

4th : In an effort to get the Red Tag removed Mr. Wheaton and I visited the Code Compliance/Building Permit Office a few times and asked questions and got our facts straight and filled out a Permit Application form which we tried to submit with Fees so that we could remove the last issues related to the Red Tag... the Water Heater and Furnace. These appliances, although installed professionally by licensed contractor William Jameson, apparently did not have permits pulled, according to Lansing City records, and without regard to the fact that they had been functioning fine for 3 years. On May 27 people in the office there on Capitol Ave. refused to accept the Applications we submitted. The issue seemed to be that a) I could not pull the permits, because Mr. Wheaton was the Land Contract buyer/occupant in Building Permit's POV... but b) the building was Red Tagged and therefore could not be being occupied by Mr. Wheaton, and c) I was the one being fined because I was perceived by Code Compliance POV to be the homeowner even though I had provided them a copy of the '*Property Transfer Affidavit*' which we successfully submitted as acceptable to the Lansing City Assessor's Office on the 3rd floor of City Hall, and d) that they preferred, in spite of what the ordinances that we read seemed to say, that we get a licensed professional to pull the permits. [Again, these appliances were already installed by a licensed professional and working well for three years, so it seems that the issue really should have been only that we needed to pay for permits for what already existed and have inspections. However, this approach was deemed unacceptable.] So, in June we got another licensed professional to pull permits, but the Monitoring Fees continued in spite of the fact that we were told that once permits were pulled and accepted then the Red Tag Monitoring Fee would be stopped, because we were showing that we were in the process of resolving the issue.

5th : As we addressed in a previous hearing with the Claims Review Committee, I discovered in the process of investigating a previous Special Assessment that the city has been sending tax billings and any notices about this property to me at an incorrect address. Officer Amy Castillo and I discovered this when I asked for some clarification about Code Compliance and she read aloud to me the address to

which she would send me the requested information which she stated that she got from the City Assessor's Office. I identified it immediately to her as incorrect. Later, I learned that the city was aware since 2013 that they had the wrong address because they received communiqués sent to me back as *undeliverable*. Someone obviously made a mistake about which I was unaware. (Please, see accompanying letter from Robin Wright of the City Assessor's Office dated July 27, 2016.) In spite of efforts to clarify to the Code Compliance Office how to reach me by mail, the first Notification about 1207 Chestnut that I received at my correct address from the Code Compliance was December 6, 2016. (Since I have been traveling extensively the last few years, I have been paying my taxes on this and another Lansing property that I own by going on line to determine what I owed.)

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Again, please remove from me and from my property tax billing this very expensive and grievous charge. It appears unwarranted. I was uninformed of it and partially oblivious to it until I discovered it on my Property Tax Billing for July 2017. It is my sincere desire to pay what I owe and to maintain a good relationship with the city, but this TAG MONITORING Assessment is beyond difficult, even egregious to me. Thank you.

Respectfully,

Rev. Kent T. Bowden, EdD (ABD)

P.S. Please note: the only way I knew of the Red Tag issue was because I saw it on the house door. I went in to the Code Compliance office and asked for "copies of any previous warnings, fines, or assessments levied against 1207 N. Chestnut since 2013" and they gave me only a copy of the "Safety Inspection Correction Notice – Re-inspection Required" (dated 7/16/2016) and the "TRASH AND DEBRIS CORRECTION NOTICE" (dated 09/30/2015) and the "GRASS AND WEED CORRECTION NOTICE" (DATED 09/30/2015) and the "Record E15-08758... Invoice No., 00065094" (dated 10/14/2015).

CITY OF LANSING

316 N. CAPITOL SUITE C2

Lansing, MI 48933

Ph: (517) 483-4361

Fax: (517) 377-0100

Invoice No.: 00085457

Date: 12/06/2016

Record: E16-11194

BOWDEN KENT

508 W GRAND RIVER AVE

LANSING, MI 48906

TOTAL AMOUNT DUE**\$157.50**

Item Category	Item Description	Amount Due
Code Compliance Monitoring	Tag Monitoring Fee - Res	\$150.00
Code Compliance Penalty	Penalty Fee - 30 Days Overdue	\$7.50
Total Amount Due		\$157.50

CITY OF LANSING

316 N. CAPITOL SUITE C2

Lansing, MI 48933

Ph: (517) 483-4361

Fax: (517) 377-0100

Invoice No.: 00086907

Date: 01/05/2017

Record: E16-11194

BOWDEN KENT

508 W GRAND RIVER AVE

LANSING, MI 48906

TOTAL AMOUNT DUE**\$157.50**

Item Category	Item Description	Amount Due
Code Compliance Monitoring	Tag Monitoring Fee - Res	\$150.00
Code Compliance Penalty	Penalty Fee - 30 Days Overdue	\$7.50
Total Amount Due		\$157.50

CITY OF LANSING

316 N. CAPITOL SUITE C2

Lansing, MI 48933

Ph: (517) 483-4361

Fax: (517) 377-0100

Invoice No.: 00087987

Date: 02/02/2017

Record: E16-11194

BOWDEN KENT

508 W GRAND RIVER AVE

LANSING, MI 48906

TOTAL AMOUNT DUE**\$157.50**

Item Category	Item Description	Amount Due
Code Compliance Monitoring	Tag Monitoring Fee - Res	\$150.00
Code Compliance Penalty	Penalty Fee - 30 Days Overdue	\$7.50
Total Amount Due		\$157.50

CITY OF LANSING

316 N. CAPITOL SUITE C2

Lansing, MI 48933

Ph: (517) 483-4361

Fax: (517) 377-0100

Invoice No.: 00089881

Date: 03/07/2017

Record: E16-11194

BOWDEN KENT

508 W GRAND RIVER AVE

LANSING, MI 48906

TOTAL AMOUNT DUE**\$157.50**

Item Category	Item Description	Amount Due
Code Compliance Monitoring	Tag Monitoring Fee - Res	\$150.00
Code Compliance Penalty	Penalty Fee - 30 Days Overdue	\$7.50
Total Amount Due		\$157.50



Nuisance Fees
City of Lansing Treasurers Office
124 W Michigan Ave 1st Floor
Lansing, MI 48933
Ph: (517) 483-4361 Fx: (517) 377-0169

Nuisance Fee Billing Statement

Date Created: 04/06/2017

Due Date: 05/06/2017

Pay Invoice In Full



BOWDEN KENT
508 W GRAND RIVER AVE
LANSING MI 48906

Inv Number: 00091255

Parcel: 33-01-01-09-302-111

Address: 1207 N CHESTNUT ST



Parcel: 33-01-01-09-302-111

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00091255	08/01/17	E16-11194	1207 N CHESTNUT ST	\$157.50
Fee Details:				Balance
	Quantity	Description		
	1.000	Tag Monitoring Fee - Res		\$ 150.00
	1.000	Penalty Fee - 30 Days Overdue		\$ 7.50



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: 05/02/2017

Due Date: 06/01/2017

Pay Invoice In Full



BOWDEN KENT
508 W GRAND RIVER AVE
LANSING MI 48906

Inv Number: 00092849

Parcel: 33-01-01-09-302-111

Address: 1207 N CHESTNUT ST



Parcel: 33-01-01-09-302-111

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00092849	08/01/17	E16-11194	1207 N CHESTNUT ST	\$157.50
Fee Details:				Balance
	Quantity	Description		
	1.000	Tag Monitoring Fee - Res		\$ 150.00
	1.000	Penalty Fee - 30 Days Overdue		\$ 7.50



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: 06/08/2017

Due Date: 07/08/2017

Pay Invoice In Full



BOWDEN KENT
508 W GRAND RIVER AVE
LANSING MI 48906

Inv Number: 00095255

Parcel: 33-01-01-09-302-111

Address: 1207 N CHESTNUT ST



Parcel: 33-01-01-09-302-111

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00095255	08/01/17	E16-11194	1207 N CHESTNUT ST	\$157.50
Fee Details:		Quantity	Description	Balance
		1.000	Tag Monitoring Fee - Res	\$ 150.00
		1.000	Penalty Fee - 30 Days Overdue	\$ 7.50



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: 07/05/2017

Due Date: 08/04/2017

Pay Invoice In Full



BOWDEN KENT
508 W GRAND RIVER AVE
LANSING MI 48906

Inv Number: 00096573

Parcel: 33-01-01-09-302-111

Address: 1207 N CHESTNUT ST



Parcel: 33-01-01-09-302-111

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00096573	08/01/17	E16-11194	1207 N CHESTNUT ST	\$157.50
Fee Details:		Quantity	Description	Balance
		1.000	Tag Monitoring Fee - Res	\$ 150.00
		1.000	Penalty Fee - 30 Days Overdue	\$ 7.50



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: 08/04/2017
Due Date: 09/03/2017
Pay Invoice In Full



BOWDEN KENT
508 W GRAND RIVER AVE
LANSING MI 48906

Inv Number: 00098582
Parcel: 33-01-01-09-302-111
Address: 1207 N CHESTNUT ST



Parcel: 33-01-01-09-302-111

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00098582	08/01/17	E16-11194	1207 N CHESTNUT ST	\$157.50
Fee Details:		Quantity	Description	Balance
		1.000	Tag Monitoring Fee - Res	\$ 150.00
		1.000	Penalty Fee - 30 Days Overdue	\$ 7.50



Nuisance Fees
City of Lansing Treasurers Office
124 W Michigan Ave 1st Floor
Lansing, MI 48933
Ph: (517) 483-4361 Fx: (517) 377-0169

Nuisance Fee Billing Statement

Date Created: 09/08/2017
Due Date: 10/08/2017
Pay Invoice In Full



BOWDEN KENT
508 W GRAND RIVER AVE
LANSING MI 48906

Inv Number: 00100348
Parcel: 33-01-01-09-302-111
Address: 1207 N CHESTNUT ST



Parcel: 33-01-01-09-302-111

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00100348	08/01/17	E16-11194	1207 N CHESTNUT ST	\$150.00
Fee Details:		Quantity	Description	Balance
		1.000	Tag Monitoring Fee - Res	\$ 150.00

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.
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Nuisance Fee Billing Statement

Date Created: 04/06/2017
Due Date: 05/06/2017
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BOWDEN KENT
508 W GRAND RIVER AVE
LANSING MI 48906

Inv Number: 00091255
Parcel: 33-01-01-09-302-111
Address: 1207 N CHESTNUT ST



Parcel: 33-01-01-09-302-111

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00091255	08/01/17	E16-11194	1207 N CHESTNUT ST	\$157.50
Fee Details: Quantity Description				Balance
1.000 Tag Monitoring Fee - Res				\$ 150.00
1.000 Penalty Fee - 30 Days Overdue				\$ 7.50



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Nuisance Fee Billing Statement

Date Created: 05/02/2017
Due Date: 06/01/2017
Pay Invoice In Full



BOWDEN KENT
508 W GRAND RIVER AVE
LANSING MI 48906

Inv Number: 00092849
Parcel: 33-01-01-09-302-111
Address: 1207 N CHESTNUT ST



Parcel: 33-01-01-09-302-111

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00092849	08/01/17	E16-11194	1207 N CHESTNUT ST	\$157.50
Fee Details: Quantity Description				Balance
1.000 Tag Monitoring Fee - Res				\$ 150.00
1.000 Penalty Fee - 30 Days Overdue				\$ 7.50



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Nuisance Fee Billing Statement

Date Created: 06/08/2017
Due Date: 07/08/2017
Pay Invoice In Full



BOWDEN KENT
508 W GRAND RIVER AVE
LANSING MI 48906

Inv Number: 00095255
Parcel: 33-01-01-09-302-111
Address: 1207 N CHESTNUT ST



Parcel: 33-01-01-09-302-111

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00095255	08/01/17	E16-11194	1207 N CHESTNUT ST	\$157.50
Fee Details:		Quantity	Description	Balance
		1.000	Tag Monitoring Fee - Res	\$ 150.00
		1.000	Penalty Fee - 30 Days Overdue	\$ 7.50



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Nuisance Fee Billing Statement

Date Created: 07/05/2017
Due Date: 08/04/2017
Pay Invoice In Full



BOWDEN KENT
508 W GRAND RIVER AVE
LANSING MI 48906

Inv Number: 00096573
Parcel: 33-01-01-09-302-111
Address: 1207 N CHESTNUT ST



Parcel: 33-01-01-09-302-111

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00096573	08/01/17	E16-11194	1207 N CHESTNUT ST	\$157.50
Fee Details:		Quantity	Description	Balance
		1.000	Tag Monitoring Fee - Res	\$ 150.00
		1.000	Penalty Fee - 30 Days Overdue	\$ 7.50



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Nuisance Fee Billing Statement

Date Created: 08/04/2017
Due Date: 09/03/2017
Pay Invoice In Full



BOWDEN KENT
508 W GRAND RIVER AVE
LANSING MI 48906

Inv Number: 00098582
Parcel: 33-01-01-09-302-111
Address: 1207 N CHESTNUT ST



Parcel: 33-01-01-09-302-111

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00098582	08/01/17	E16-11194	1207 N CHESTNUT ST	\$157.50
Fee Details:				Balance
Quantity	Description			
1.000	Tag Monitoring Fee - Res			\$ 150.00
1.000	Penalty Fee - 30 Days Overdue			\$ 7.50



Nuisance Fees
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Lansing, MI 48933
Ph: (517) 483-4361 Fx: (517) 377-0169

Nuisance Fee Billing Statement

Date Created: 09/08/2017
Due Date: 10/08/2017
Pay Invoice In Full



BOWDEN KENT
508 W GRAND RIVER AVE
LANSING MI 48906

Inv Number: 00100348
Parcel: 33-01-01-09-302-111
Address: 1207 N CHESTNUT ST



Parcel: 33-01-01-09-302-111

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00100348	08/01/17	E16-11194	1207 N CHESTNUT ST	\$150.00
Fee Details:				Balance
Quantity	Description			
1.000	Tag Monitoring Fee - Res			\$ 150.00

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Nuisance Fee Billing Statement

Date Created: 04/06/2017

Due Date: 05/06/2017

Pay Invoice In Full



BOWDEN KENT
508 W GRAND RIVER AVE
LANSING MI 48906

Inv Number: 00091255

Parcel: 33-01-01-09-302-111

Address: 1207 N CHESTNUT ST



Parcel: 33-01-01-09-302-111

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00091255	08/01/17	E16-11194	1207 N CHESTNUT ST	\$157.50
Fee Details:		Quantity	Description	Balance
		1.000	Tag Monitoring Fee - Res	\$ 150.00
		1.000	Penalty Fee - 30 Days Overdue	\$ 7.50



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Nuisance Fee Billing Statement

Date Created: 05/02/2017

Due Date: 06/01/2017

Pay Invoice In Full



BOWDEN KENT
508 W GRAND RIVER AVE
LANSING MI 48906

Inv Number: 00092849

Parcel: 33-01-01-09-302-111

Address: 1207 N CHESTNUT ST



Parcel: 33-01-01-09-302-111

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00092849	08/01/17	E16-11194	1207 N CHESTNUT ST	\$157.50
Fee Details:		Quantity	Description	Balance
		1.000	Tag Monitoring Fee - Res	\$ 150.00
		1.000	Penalty Fee - 30 Days Overdue	\$ 7.50



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Nuisance Fee Billing Statement

Date Created: 06/08/2017
Due Date: 07/08/2017
Pay Invoice In Full



BOWDEN KENT
508 W GRAND RIVER AVE
LANSING MI 48906

Inv Number: 00095255
Parcel: 33-01-01-09-302-111
Address: 1207 N CHESTNUT ST



Parcel: 33-01-01-09-302-111

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00095255	08/01/17	E16-11194	1207 N CHESTNUT ST	\$157.50
Fee Details:				Balance
	1.000	Tag Monitoring Fee - Res		\$ 150.00
	1.000	Penalty Fee - 30 Days Overdue		\$ 7.50



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Date Created: 07/05/2017
Due Date: 08/04/2017
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BOWDEN KENT
508 W GRAND RIVER AVE
LANSING MI 48906

Inv Number: 00096573
Parcel: 33-01-01-09-302-111
Address: 1207 N CHESTNUT ST



Parcel: 33-01-01-09-302-111

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00096573	08/01/17	E16-11194	1207 N CHESTNUT ST	\$157.50
Fee Details:				Balance
	1.000	Tag Monitoring Fee - Res		\$ 150.00
	1.000	Penalty Fee - 30 Days Overdue		\$ 7.50



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Date Created: 08/04/2017
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BOWDEN KENT
508 W GRAND RIVER AVE
LANSING MI 48906

Inv Number: 00098582
Parcel: 33-01-01-09-302-111
Address: 1207 N CHESTNUT ST



Parcel: 33-01-01-09-302-111

Bill Detail

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00098582	08/01/17	E16-11194	1207 N CHESTNUT ST	\$157.50
Fee Details:		Quantity	Description	Balance
		1.000	Tag Monitoring Fee - Res	\$ 150.00
		1.000	Penalty Fee - 30 Days Overdue	\$ 7.50



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Nuisance Fee Billing Statement

Date Created: 09/08/2017
Due Date: 10/08/2017
Pay Invoice In Full



BOWDEN KENT
508 W GRAND RIVER AVE
LANSING MI 48906

Inv Number: 00100348
Parcel: 33-01-01-09-302-111
Address: 1207 N CHESTNUT ST



Parcel: 33-01-01-09-302-111

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00100348	08/01/17	E16-11194	1207 N CHESTNUT ST	\$150.00
Fee Details:		Quantity	Description	Balance
		1.000	Tag Monitoring Fee - Res	\$ 150.00

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Date Created: 04/06/2017

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BOWDEN KENT
508 W GRAND RIVER AVE
LANSING MI 48906

Inv Number: 00091255

Parcel: 33-01-01-09-302-111

Address: 1207 N CHESTNUT ST



Parcel: 33-01-01-09-302-111

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00091255	08/01/17	E16-11194	1207 N CHESTNUT ST	\$157.50
Fee Details:		Quantity	Description	Balance
		1.000	Tag Monitoring Fee - Res	\$ 150.00
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Date Created: 05/02/2017

Due Date: 06/01/2017

Pay Invoice In Full



BOWDEN KENT
508 W GRAND RIVER AVE
LANSING MI 48906

Inv Number: 00092849

Parcel: 33-01-01-09-302-111

Address: 1207 N CHESTNUT ST



Parcel: 33-01-01-09-302-111

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00092849	08/01/17	E16-11194	1207 N CHESTNUT ST	\$157.50
Fee Details:		Quantity	Description	Balance
		1.000	Tag Monitoring Fee - Res	\$ 150.00
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Date Created: 06/08/2017
Due Date: 07/08/2017
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BOWDEN KENT
508 W GRAND RIVER AVE
LANSING MI 48906

Inv Number: 00095255
Parcel: 33-01-01-09-302-111
Address: 1207 N CHESTNUT ST



Parcel: 33-01-01-09-302-111

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00095255	08/01/17	E16-11194	1207 N CHESTNUT ST	\$157.50
Fee Details:				Balance
	1.000	Tag Monitoring Fee - Res		\$ 150.00
	1.000	Penalty Fee - 30 Days Overdue		\$ 7.50



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BOWDEN KENT
508 W GRAND RIVER AVE
LANSING MI 48906

Inv Number: 00096573
Parcel: 33-01-01-09-302-111
Address: 1207 N CHESTNUT ST



Parcel: 33-01-01-09-302-111

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00096573	08/01/17	E16-11194	1207 N CHESTNUT ST	\$157.50
Fee Details:				Balance
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	1.000	Penalty Fee - 30 Days Overdue		\$ 7.50



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Date Created: 08/04/2017

Due Date: 09/03/2017

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BOWDEN KENT
508 W GRAND RIVER AVE
LANSING MI 48906

Inv Number: 00098582

Parcel: 33-01-01-09-302-111

Address: 1207 N CHESTNUT ST



Parcel: 33-01-01-09-302-111

Bill Detail

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00098582	08/01/17	E16-11194	1207 N CHESTNUT ST	\$157.50
Fee Details:		Quantity	Description	Balance
		1.000	Tag Monitoring Fee - Res	\$ 150.00
		1.000	Penalty Fee - 30 Days Overdue	\$ 7.50



Nuisance Fees
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Date Created: 09/08/2017

Due Date: 10/08/2017

Pay Invoice In Full



BOWDEN KENT
508 W GRAND RIVER AVE
LANSING MI 48906

Inv Number: 00100348

Parcel: 33-01-01-09-302-111

Address: 1207 N CHESTNUT ST



Parcel: 33-01-01-09-302-111

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00100348	08/01/17	E16-11194	1207 N CHESTNUT ST	\$150.00
Fee Details:		Quantity	Description	Balance
		1.000	Tag Monitoring Fee - Res	\$ 150.00

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Address: 1207 N CHESTNUT ST



Parcel: 33-01-01-09-302-111

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00092849	08/01/17	E16-11194	1207 N CHESTNUT ST	\$157.50
Fee Details:				Balance
	1.000	Tag Monitoring Fee - Res		\$ 150.00
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BOWDEN KENT
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LANSING MI 48906

Inv Number: 00095255
Parcel: 33-01-01-09-302-111
Address: 1207 N CHESTNUT ST



Parcel: 33-01-01-09-302-111

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00095255	08/01/17	E16-11194	1207 N CHESTNUT ST	\$157.50
Fee Details:		Quantity	Description	Balance
		1.000	Tag Monitoring Fee - Res	\$ 150.00
		1.000	Penalty Fee - 30 Days Overdue	\$ 7.50



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BOWDEN KENT
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LANSING MI 48906

Inv Number: 00096573
Parcel: 33-01-01-09-302-111
Address: 1207 N CHESTNUT ST



Parcel: 33-01-01-09-302-111

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00096573	08/01/17	E16-11194	1207 N CHESTNUT ST	\$157.50
Fee Details:		Quantity	Description	Balance
		1.000	Tag Monitoring Fee - Res	\$ 150.00
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BOWDEN KENT
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LANSING MI 48906

Inv Number: 00098582
Parcel: 33-01-01-09-302-111
Address: 1207 N CHESTNUT ST



Parcel: 33-01-01-09-302-111

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00098582	08/01/17	E16-11194	1207 N CHESTNUT ST	\$157.50
Fee Details:		Quantity	Description	Balance
		1.000	Tag Monitoring Fee - Res	\$ 150.00
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Due Date: 10/08/2017
Pay Invoice In Full



BOWDEN KENT
508 W GRAND RIVER AVE
LANSING MI 48906

Inv Number: 00100348
Parcel: 33-01-01-09-302-111
Address: 1207 N CHESTNUT ST



Parcel: 33-01-01-09-302-111

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00100348	08/01/17	E16-11194	1207 N CHESTNUT ST	\$150.00
Fee Details:		Quantity	Description	Balance
		1.000	Tag Monitoring Fee - Res	\$ 150.00

Questions regarding this invoice: Contact **CODE COMPLIANCE** at 517.483.4361

Payment Information:

- Make checks payable to: City of Lansing
- Mail payments or pay in person at:
City of Lansing Treasurers Office
124 W Michigan Ave 1st Fl
Lansing MI 48933
- In order to assure proper credit, please send the top portion of this bill along with your payment.
- Payment in full is due within 30 days from the billing date
- Any unpaid balance remains as a lien against this property and will be added to the next property tax bill.

Appeals Process:

If you intend to appeal this nuisance fee and it is attached to your tax bill, you or your agent must file a written protest with the Claims Review Committee within 30 days after the nuisance fee is placed on the July or December Tax Roll. Claims forms are available in the City Attorney's Office and the City of Lansing's web address: www.lansingmi.gov. Return completed claim to: Lansing City Attorney's Office, 124 West Michigan Ave 5th Fl, Lansing, MI 48933

Other Information:

- July property taxes are due and payable on or before August 31st. December property taxes are due and payable on or before February 14th.
- For Red Tag Monitoring Fees Only – invoices not paid within 30 days are subject to a 5% penalty which will be applied on the 31st day.

By Authority of the Lansing City Council - Ordinance Numbers 655, 676, 1060.08 and 1460.04

Payments may be made online or in person Monday thru Friday 8:00 a.m. - 4:30 p.m., at the above address or by mail



Nuisance Fees
City of Lansing Treasurers Office
124 W Michigan Ave 1st Floor
Lansing, MI 48933
Ph: (517) 483-4361 Fx: (517) 377-0169

Nuisance Fee Billing Statement

Date Created: 04/06/2017

Due Date: 05/06/2017

Pay Invoice In Full



BOWDEN KENT
508 W GRAND RIVER AVE
LANSING MI 48906

Inv Number: 00091255

Parcel: 33-01-01-09-302-111

Address: 1207 N CHESTNUT ST



Parcel: 33-01-01-09-302-111

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00091255	08/01/17	E16-11194	1207 N CHESTNUT ST	\$157.50
Fee Details:		Quantity	Description	Balance
		1.000	Tag Monitoring Fee - Res	\$ 150.00
		1.000	Penalty Fee - 30 Days Overdue	\$ 7.50



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: 05/02/2017

Due Date: 06/01/2017

Pay Invoice In Full



BOWDEN KENT
508 W GRAND RIVER AVE
LANSING MI 48906

Inv Number: 00092849

Parcel: 33-01-01-09-302-111

Address: 1207 N CHESTNUT ST



Parcel: 33-01-01-09-302-111

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00092849	08/01/17	E16-11194	1207 N CHESTNUT ST	\$157.50
Fee Details:		Quantity	Description	Balance
		1.000	Tag Monitoring Fee - Res	\$ 150.00
		1.000	Penalty Fee - 30 Days Overdue	\$ 7.50



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: 06/08/2017
Due Date: 07/08/2017
Pay Invoice In Full



BOWDEN KENT
508 W GRAND RIVER AVE
LANSING MI 48906

Inv Number: 00095255
Parcel: 33-01-01-09-302-111
Address: 1207 N CHESTNUT ST



Parcel: 33-01-01-09-302-111

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00095255	08/01/17	E16-11194	1207 N CHESTNUT ST	\$157.50
Fee Details:				Balance
	1.000	Tag Monitoring Fee - Res		\$ 150.00
	1.000	Penalty Fee - 30 Days Overdue		\$ 7.50



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: 07/05/2017
Due Date: 08/04/2017
Pay Invoice In Full



BOWDEN KENT
508 W GRAND RIVER AVE
LANSING MI 48906

Inv Number: 00096573
Parcel: 33-01-01-09-302-111
Address: 1207 N CHESTNUT ST



Parcel: 33-01-01-09-302-111

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00096573	08/01/17	E16-11194	1207 N CHESTNUT ST	\$157.50
Fee Details:				Balance
	1.000	Tag Monitoring Fee - Res		\$ 150.00
	1.000	Penalty Fee - 30 Days Overdue		\$ 7.50



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: 08/04/2017

Due Date: 09/03/2017

Pay Invoice In Full



BOWDEN KENT
508 W GRAND RIVER AVE
LANSING MI 48906

Inv Number: 00098582

Parcel: 33-01-01-09-302-111

Address: 1207 N CHESTNUT ST



Parcel: 33-01-01-09-302-111

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00098582	08/01/17	E16-11194	1207 N CHESTNUT ST	\$157.50
Fee Details:		Quantity	Description	Balance
		1.000	Tag Monitoring Fee - Res	\$ 150.00
		1.000	Penalty Fee - 30 Days Overdue	\$ 7.50



Nuisance Fees
City of Lansing Treasurers Office
124 W Michigan Ave 1st Floor
Lansing, MI 48933
Ph: (517) 483-4361 Fx: (517) 377-0169

Nuisance Fee Billing Statement

Date Created: 09/08/2017

Due Date: 10/08/2017

Pay Invoice In Full



BOWDEN KENT
508 W GRAND RIVER AVE
LANSING MI 48906

Inv Number: 00100348

Parcel: 33-01-01-09-302-111

Address: 1207 N CHESTNUT ST



Parcel: 33-01-01-09-302-111

Bill Detail

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Lansing MI 48933
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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



Mayor Virg Bernero

**Lansing Fire Department
Fire Marshal's Office
Code Enforcement Section**

316 N. Capitol Ave Lansing, MI 48933-1238
(517) 483-4361 FAX (517) 377-0100

Notice Printed: 07/18/2016

Safety Inspection Correction Notice – Re-Inspection Required

BOWDEN KENT
508 N GRAND RIVER AVE
LANSING, MI 48906-4722

Inspection Type: Safety
Inspection Date: 07/16/2016
Compliance Due Date: 08/15/2016

Warning: *Failure to comply with the requirements of this notice may result in the issuance of a Municipal Civil Infraction Violation Ticket. (Fines: \$500 per day for each violation)*

Violation Location:	1207 N CHESTNUT ST
Parcel No:	33-01-01-09-302-111

The above referenced address was found to have certain violations of the Lansing Housing and Premises Code, Chapter 107 of the Code of Ordinances. **The violations are listed below and must be corrected by the compliance due date.**

At the request of LPD a Safety Inspection was performed on this Dwelling. Due to the amount of clutter and debris in the dwelling I was not able to do a complete inspection. Please contact Officer Cameron Priest at 483- 4380 to schedule a complete inspection; all corrections must be completed before any further occupancy of the dwelling will be allowed.

Sec 704.2 Lack of operational smoke detector at ceiling or walls outside each separate sleeping area, in each room used for sleeping purposes, on each story, including basement and cellars. Note: All required smoke detectors shall have a minimum 5 year battery or be hardwired.

INSPECTOR COMMENTS: *The only smoke detector in the house is in the basement and it is not working properly.*

Sec 506.1 Waste pipe is leaking (disconnected at main stack). Sewage is spilling onto basement floor.

Sec 504.1 Water heater installed. Permit for water heater installation has not been issued and lacks inspection and approval by the City of Lansing Plumbing Inspector. You must have a licensed plumbing contractor pull a plumbing permit, check the installation, make any corrections and then; contact David Burton at 483-4367 for final approval.

INSPECTOR COMMENTS: *dated 2013*

Sec 307.1 Handrail is missing at basement stairs.

Sec 505.4 Discharge pipe from T.P. relief valve at water heater is missing.

Sec 603.1 Permit for furnace installation has not been issued and lacks inspection and approval by the City of Lansing Mechanical Inspector. You must have a licensed mechanical contractor pull a mechanical permit, check the installation, make any corrections and then; contact Brian Shields at 483-4577 for final approval.

Sec 504.1 Sewage on floor in basement. All affected areas are to be cleaned and sanitized with bleach.

SEC 305.3 Uncleanliness - Decay of surfaces within a dwelling that is likely to cause sickness or disease and render air, food or drink unwholesome or detrimental to the health of humans. All floors, walls, ceilings windows, doors, cabinets, countertops, plumbing fixtures and appliances must be cleaned and maintained in a sanitary condition.

Sec 305 Kitchen cabinet has deteriorated, damaged and/or missing drawers or doors.

Sec 308.1 Accumulation of trash - debris - combustibles - feces - soiled clothing - deteriorated furniture - deteriorated appliances throughout the dwelling, in basement, and in yard.

Sec 305.3 Wall and/or ceiling covering is loose and hanging - deteriorated and/or damaged.

INSPECTOR COMMENTS: Living room.

Sec 304.15 Front storm door is missing self-closing device and door panels.

Sec 304.15 All windows and exterior doors, including storm windows and doors, shall be weather-tight and in good repair. During the months of May through October, every opening directly from a dwelling unit to outdoor space shall have supplied screens and self-closing device, and every window or door with openings to outdoor space, used or could be used for ventilation, shall likewise be supplied with screens. All screen doors and screens shall be in good repair.

INSPECTOR COMMENTS: Missing window screens.

Sec 304.13.2 Every window, other than fixed windows, shall be easily openable and capable of being held in position by window hardware.

SEC 305 Carpet is loose / torn / deteriorated and worn-out.

Sec 305.3 Floor covering soiled - deteriorated - damaged.

SEC 305.3 Plaster / Gypsum board at ceiling / wall is damaged / loose

Sec 604.3 Outlet is loose - missing - damaged - inoperable - defective outlet is missing in bedroom. Install an outlet on a wall opposite or adjacent wall with current outlet.

Sec 605.1 Permit for electrical wiring installation has not been issued / been canceled and lacks inspection and approval by the City of Lansing, Electrical Inspector. The Building Safety Office, ph. 483-4355.

Sec 604.3 Wires are loose - hanging.

Sec 604.3 Wiring is exposed - unprotected faulty and unsafe.

Sec 604.3 Wiring is deteriorated and/or unsafe. Have a licensed contractor check the wiring, bring it up to code, and submit a copy of their report to our office.

Sec 307.1 Missing handrail at front porch.

Section 304.15 Paint or protective coating is missing and deteriorated at siding and/or trim on house.

Sec 304.2 Soffit and/or the fascia is deteriorated.

You must contact the under signed, no later than seven days before the compliance due date, to set up an appointment to meet at the structure (to verify that all corrections have been completed) or to acquire an authorized extension. Before the re-inspection you must obtain all required permits and have those repairs inspected and approved by the appropriate inspector. All violations must be corrected with approved materials and methods.

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.

If you have any questions or concerns about complying within the time indicated, you may contact at (517) 702 4751 Monday through Friday between the hours of **8-9 - AM** or **12-1 - PM**.

Officer: Amy Castillo

This does not guarantee discovery or reporting of all code violations or property defects, manifest or latent, which exist at the property inspected. The City of Lansing, its officers and employees, shall not be liable for any injury or damage, including incidental or consequential damages, claimed to be a result of any failure to discover or report code violations or property defects.

As specified by section 107 – Notices and Orders - a copy of this violation was sent to:

Registered Rental Owner: **BOWDEN KENT**, [String.Parcel Owner.AddressDisplayString], LANSING, MI 48906-4722

XV B 3

RECEIVED JAN 11 2018



City of Lansing

OFFICE OF THE CITY ATTORNEY

Claims Review Committee Form

(Commonly including: Grass, Trash, Weeds and Board-Up Violations)

NAME: Schyanna Hernandez DATE: 1/11/2018
 MAILING ADDRESS: 1400 Rosedale Rd. Lansing EMAIL: Schyanna.sh@gmail.com
 CITY: Lansing STATE: MI ZIP CODE: 48911
 TELEPHONE: Home 682 207 9826 Work 517 505 6443

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: 3100 Ingham PARCEL NO. 33 01 01 30 452 19
 DATE OF INCIDENT: 12/22/2017 AMOUNT YOU WERE BILLED: 3,939.50
 TOTAL AMOUNT YOU ARE CONTESTING: 3,939.50
 TYPE OF ASSESSMENT: Trash Removal

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, Schyanna just received ownership of the home at 3100 Ingham in Lansing, MI. I viewed the home to buy from Brandy Zinser in November. At that time there was no trash or anything outside the home. Brandy and I have been working on getting the home sold to me. We finalized ownership to me 1/11/2018. I then went to the home to find it was tagged. today 1/11/18 I found out why it was tagged. I resolved that problem today. I was unaware of any trash. Brandy was unaware

A description of the claims review process is available on our website at: http://www.lansingmi.gov/attorney/Claims_review_process.jsp

of any trash at the home. Brandy nor myself
ever received a letter in regard to this. I am a
new home owner and a single mother I can not
afford to pay these fines that I was unaware of
and never got notice of. I would like for
these fees to be taken off of the property taxes
that I am responsible to pay please. If not
please lower them some how. I really am
trying to get this resolved I am 100% trying
to comply with the City of Lansing.

Thank you for your time.

Please feel free to give me
a call anytime.

682 207 9826

~~Schyanna Hernandez~~

Schyanna Hernandez
3100 Ingham
Lansing MI 48910

From: [Sanford, Scott](#)
To: [O'Boyle, Amanda](#)
Cc: [Kumar, Venus](#); [Abood, Joseph](#); [Smierka, Jim](#)
Subject: RE: 3100 Ingham
Date: Monday, May 07, 2018 4:27:56 PM
Attachments: [image001.png](#)
[image003.png](#)

Claims Revue and General Services provide the "checks and balances" revue for what we do in our office. It is an important function as it insures that we follow the proper procedures and there is no personal animosity involved in our decision making. With that being said, the bottom line on this is that this is a claim filed by individual that didn't comply with a specific City Ordinance and the municipality (in this case the City of Lansing) had to take corrective action to abate the violation. It is written in the Ordinance that the violation follows the real property with no regard to the current or past ownership. The Taxpayer of Record at the time of the violation receives the bill and if it is not paid in the required time it is added to the taxes assessed against the real property.

There are times that a property will change hands in the middle of the process and we have ways of dealing with these issues. We also require that any closing company that is doing a residential property sale talk to only Lynne Puente in our office and their request and the response must be in writing to ensure that someone can't come back later and say they didn't know that there was an assessment on the property. We have even dealt with this on Land Bank sales, which is why they provide our office with a list of houses to be sold at auction so we can inform the County of any outstanding assessments so they can be added to the minimum bid price of each property.

The major issue that arises is with Land Contract and Quick Claim transfers of property. They normally are done between private individuals outside of a closing company. Going back several years the City Attorney's Office (Billie O'Berry, Nik Tate, Yolanda Bennet etc..) have informed myself as well as the General Services Committee that if the claimant was not the owner of the property at the time of violation, there claim is with the previous owner or company as a Title Insurance Claim or Civil Action. They are not eligible to file a claim on work that was done prior to them having any legal title to the property. If the individuals had done their due diligence prior to purchasing the property these outstanding fees would have been disclosed to them, or they would have the option of filing a claim with their title insurance. All of our bills against any property are Public Records and easily obtainable.

If this requirement is going to waived going forward we will not be able to uphold the charging of Red Tag Monitoring fees, as these properties normally sit vacant for several years and the City will be on the hook to mow the grass and clean up trash and make sure the buildings are secure with the result being the brunt of the bill being paid by the Taxpayers of Lansing. We will also be inundated with people that purchased properties from the Land Bank and other outside agencies (Go Invest Wisely etc..) filing claims to have their bills expunged.

This property is classic example of what I have been writing about. The owner received the notice and knew that a large cleanup was done on the property. Not wanting to pay the sizable bill that was coming, she Quick Claimed the property to another party for \$1.00. This new owner had to know that the bill was coming because less than 2 days after the sale she is calling to request a claim form.

This transfer of property was done privately without the use of a Title Company and the checks and balances that are provided with that system.

As I started this message, the Claimant has the right of appeal for this work. However, appeal is with the previous owner of the property. If the previous owner didn't disclose the bill then it may constitute fraud by the seller or at the least is in violation of the City of Lansing Housing Code Section 107.6. If the bill was disclosed, then the new owner was informed and under the Code, the new owner is responsible for compliance of the Code, in this case paying the bill associated with the actions that were done by our office.

I look forward to hearing from you and if necessary sitting down and discussing the ramifications that a change to this policy will have on General Fund revenue and the appeals process.

Scott Sanford

Manager Code Enforcement

Economic Development & Planning

316 N. Capitol Ave | Lansing, MI 48933

O: 517-483-6946 Fax: 517-377-0100

Scott.Sanford@lansingmi.gov

[Website](#) | [Facebook](#) | [Twitter](#)



From: O'Boyle, Amanda
Sent: Monday, May 7, 2018 3:30 PM
To: Sanford, Scott
Cc: Kumar, Venus; Abood, Joseph
Subject: 3100 Ingham

Scott,

I talked over with Joe your perspective on who, if anyone, can file a claim for something that occurred prior to change in ownership/taxpayer. OCA's understanding is that if the City is seeking payment from the new taxpayer, Ms. Hernandez, and she meets the minimum requirements to file a claim (she is the registered taxpayer and filed within the time allotted) then the City may consider

her claim. I would be happy to meet and discuss this more. If you have any examples of why this is not a good practice I can review them. Claims is a work in progress so if a meeting would help let's do that.

Thanks,

Amanda O'Boyle

Assistant City Attorney

City of Lansing – Office of the City Attorney

124 W. Michigan Ave. | Lansing, MI 48933

O: 517-483-4320 E: Amanda.O'Boyle@lansingmi.gov

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#)

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PRIVILEGED AND CONFIDENTIAL: This electronic message, together with all of its contents, contains information from the Office of the City Attorney. This information may be privileged, confidential, or otherwise protected from disclosure. The information is intended for the addressee(s) only and any unauthorized use is prohibited. Do not disclose, copy, distribute, or otherwise use this message or its contents if you are not the intended addressee(s). If you have received this message in error, notify the Office of the City Attorney immediately at 517-483-4320.

DATE: 04/09/2018

PPN: 33-01-01-30-452-191
 DATE SUBMITTED: 1/11/2018
 ADDRESS OF VIOLATION: 3100 Ingham
 LISTED TAXPAYER OF RECORD:
 OTHER TAXPAYER OF RECORD:
 CLAIMANT: Hernandez, Schyanna
 CLAIMANT'S ADDRESS: 6400 Rosdale Road
 Lansing, MI 48911

1535

TYPE OF ACTIONS CONTESTED: Trash Removal
 VIOLATION DATE: 12/07/2017
 NOTIFICATION DATE: 12/07/2017
 2ND NOTICE ASSESSMENT DATE:
 AMOUNT OF ASSESSMENT: \$3,939.50
 CONTRACTOR NAME - INVOICE NO. - DATE: Crutcher 17-T050 12/22/2017
 AMOUNT OF CLAIM:

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.:

Refer to GS = ask
 if they could
 like to consider
 the claim. They
 may wish to deny
 w/o a public hearing
 b/c the current
 owner did not own
 the property at
 the time of
 the trash removal.

HISTORY: Safety
 3/20/2018
 CITATIONS IN PREVIOUS YEAR: Failure to Register
 8/15/2017 Safety
 12/07/2017 Trash
 Violation
 12/07/2017
 CLAIMANT'S CIRCUMSTANCES: See Attached

CODE OFFICER'S NOTES: This property was cited for a trash violation on 12/07/2017 with a compliance due date of 12/14/2017. Proper notice was sent to all parties that were listed for this property at the time the violations were written. The claimant purchased the home for \$1.00 via quit claim on 1/09/2018 and was not the owner of the property at the time the violations were written or on the day the property was cleaned. All fines and fees are assessed to the property not a person the claimant should file a claim with their title company if one was used. This office recommends denial of the claim.

Autry



RECEIVED JAN 11 2018



City of Lansing

OFFICE OF THE CITY ATTORNEY

Claims Review Committee Form

(Commonly including: Grass, Trash, Weeds and Board-Up Violations)

NAME: Schyanna Hernandez DATE: 1/11/2018
MAILING ADDRESS: 16400 Rosedale Rd. Lansing EMAIL: Schyanna.sh@gmail.com
CITY: Lansing STATE: MI ZIP CODE: 48911
TELEPHONE: Home 682 207 9876 Work 517 505 6443

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: 3100 Ingham PARCEL NO. 33 01 01 80 452 19
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of any trash at the home. Brandy nor myself ever received a letter in regard to this. I am a new home owner and a single mother I can not afford to pay these fines that I was unaware of and never got notice of. I would like for these fees to be taken off of the property taxes that I am responsible to pay please if not please lower them some how. I really am trying to get this resolved I am 100% trying to comply with the City of Lansing.

Thank you for your time.

Please feel free to give me a call anytime.

682 207 9826

~~Schyanna Hernandez~~

Schyanna Hernandez
3100 Ingham
Lansing MI 48910

**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: 01/08/2018

Due Date: 02/07/2018

Pay Invoice In Full



ZINSER BRANDY

2409 E JOLLY RD APT 13

LANSING MI 48910-5720

Inv Number: 00106092

Parcel: 33-01-01-30-452-191

Address: 3100 INGHAM ST



Parcel: 33-01-01-30-452-191

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00106092		E17-11769	3100 INGHAM ST	\$3,939.50
Fee Details:		Quantity	Description	Balance
		1.000	Trash - Admin Fee	\$ 265.00
		3674.500	Trash - Contractor Charge	\$ 3,674.50
Total Amount Due				\$ 3,939.50

Questions regarding this invoice: Contact **CODE ENFORCEMENT** at 517.483.4361

Payment Information:

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 Lansing MI 48933
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By Authority of the Lansing City Council - Ordinance Numbers 655, 676, 1060.08 and 1460.04

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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 # 1373
DATE 01/02/2018

PROPERTY ADDRESS
3100 Ingham ST

PARCEL NUMBER
33-01-01-30-452-191

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:class 2 construction material after 3	47	26.00	1,222.00
city:tire tire removal	5	5.50	27.50

12/22/17
50 yards
Submitted by Greg Scrimger

BALANCE DUE

\$3,674.50



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

**ZINSER BRANDY
2409 E JOLLY RD APT 13
LANSING, MI 48910-5720**

Violation Date: 12/07/2017
Violation Location: 3100 INGHAM ST
Parcel No: 33-01-01-30-452-191
Compliance Due Date: December 14, 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: Brush & Tree Limb debris

Violation: Carpeting/Carpet Padding debris

Violation: Clothing/Cloth Products

Violation: Deteriorated furniture

Violation: Deteriorated Lumber

Violation: Deteriorated metal product

Violation: Plastic Container(s) debris

Failure to correct this violation by the Compliance Due Date shall cause this office to immediately hire a contractor to complete the cleanup. **If any other additional trash and/or debris (as defined in Section 302) is found on the premises by the contractor it will also be removed without additional notice.** The contractor's expenses plus a \$265.00 administrative services fee will be billed to you. If this bill is not paid within 30 days of the billing date, the amount will be assessed as a lien against your property. **Please be advised that, in an effort to discourage repeat offenses of this nature, the City will assess you an extra \$75.00 fee for each time there is an additional premise violation at the violation address above during this calendar year.** If you have any questions or concerns about complying within the time indicated, you may contact me Monday through Friday between the hours of 8-9 AM or 12-1 PM.

Pursuant to Section 107.2 of the IPMC, you have the right to appeal this notice of violation. In accordance with Section 106.3 any action taken by the City on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.



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TRASH AND DEBRIS CORRECTION NOTICE

**BLACKMAN MONIQUE R
3031 S WASHINGTON AVE APT E6
LANSING, MI 48910**

**Violation Date: 12/07/2017
Violation Location: 3100 INGHAM ST
Parcel No: 33-01-01-30-452-191
Compliance Due Date: December 14, 2017**

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TRASH AND DEBRIS CORRECTION NOTICE

Occupant
3100 INGHAM ST
LANSING, MI 48911

Violation Date: 12/07/2017
Violation Location: 3100 INGHAM ST
Parcel No: 33-01-01-30-452-191
Compliance Due Date: December 14, 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.

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Violation: Clothing/Cloth Products

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Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.
ZINSER BRANDY	HERNANDEZ SCHYANNA	1	01/09/2018	QC	CASH/CONV-NOT USED	2018 004721	R SMITH	0.0
SK & J PROPERTY MANAGMENT	ZINSER BRANDY	0	03/23/2012	QC	UNKNOWN	L3339-P396	R SMITH	0.0
HYATT JONATHAN & KITTLE S	BLACKMAN MONIQUE R	52,400	03/19/2009	LC	2ND SALE AFTER BANK	L3339-P396	S ROGERS	100.0
HYATT JONATHAN & KITTLE S	SK & J PROPERTY MANAGMENT	0	03/02/2009	QC	OTHER	L3338-P53	S ROGERS	0.0

Property Address	Class: RESIDENTIAL	Zoning:	Building Permit(s)	Date	Number	Status				
3100 INGHAM ST	School: LANSING			02/26/2018	PM18-0307	NEW PERMIT				
	P.R.E. 0%									
Owner's Name/Address	MAP #: P -3231 -0281									
HERNANDEZ SCHYANNA 6400 ROSEDALE LANSING MI 48911	2018 Est TCV 60,195 TCV/TFA: 75.15									
	X Improved	Vacant	Land Value Estimates for Land Table 47A.47A							
	Public Improvements		* Factors *							
			Description	Frontage	Depth	Front Depth	Rate %Adj. Reason	Value		
			B-180	70.00	184.35	1.0000 1.0264	180 100	12,932		
			70 Actual Front Feet, 0.30 Total Acres Total Est. Land Value =					12,932		
Taxpayer's Name/Address	Dirt Road									
BLACKMAN MONIQUE R 3031 S WASHINGTON AVE APT E6 LANSING MI 48910	Gravel Road									
	X	Paved Road								
	X	Storm Sewer								
	X	Sidewalk								
	X	Water								
	X	Sewer								
	X	Electric								
	X	Gas								
	X	Curb								
	X	Street Lights								
		Standard Utilities								
		Underground Utils.								
	Topography of Site									
	X	Level								
		Rolling								
		Low								
		High								
		Landsaped								
		Swamp								
		Wooded								
		Pond								
		Waterfront								
		Ravine								
		Wetland								
		Flood Plain								
	Who	When	What	Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/ Other	Taxable Value
	SER	08/15/2006	SITE ONLY	2018	6,500	23,600	30,100			28,723C
	CJB	06/01/1999	DATA ENTER	2017	6,500	23,500	30,000			28,133C
				2016	6,500	21,900	28,400			27,883C
				2015	6,500	21,300	27,800			27,800S

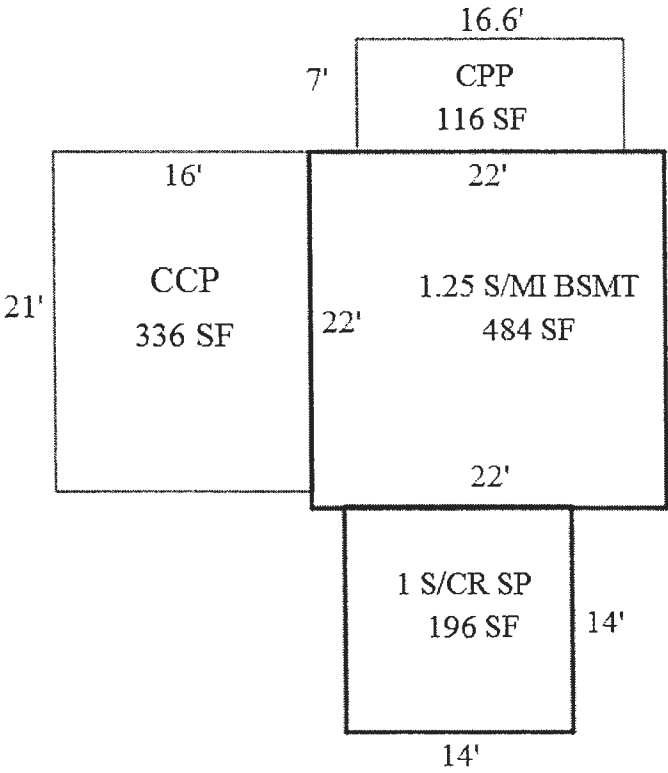


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Building Type		(3) Roof (cont.)		(11) Heating/Cooling			(15) Built-ins		(15) Fireplaces		(16) Porches/Decks		(17) Garage	
X	Single Family Mobile Home Town Home Duplex A-Frame		Eavestrough Insulation 0 Front Overhang 0 Other Overhang	Gas Wood	Oil Coal	Elec. Steam	Appliance Allow. Cook Top Dishwasher Garbage Disposal Bath Heater Vent Fan Hot Tub Unvented Hood Vented Hood Intercom Jacuzzi Tub Jacuzzi repl.Tub Oven Microwave Standard Range Self Clean Range Sauna Trash Compactor Central Vacuum Security System	Interior 1 Story Interior 2 Story 2nd/Same Stack Two Sided Exterior 1 Story Exterior 2 Story Prefab 1 Story Prefab 2 Story Heat Circulator Raised Hearth Wood Stove Direct-Vented Ga	Area 116 336	Type CPP CCP (1 Story)	Year Built: Car Capacity: Class: Exterior: Brick Ven.: Stone Ven.: Common Wall: Foundation: Finished ?: Auto. Doors: Mech. Doors: Area: % Good: Storage Area: No Conc. Floor:			
X	Wood Frame	X	Drywall Paneled	Plaster Wood T&G	X Forced Air w/o Ducts Forced Air w/ Ducts Forced Hot Water Electric Baseboard Elec. Ceil. Radiant Radiant (in-floor) Electric Wall Heat Space Heater Wall/Floor Furnace Forced Heat & Cool Heat Pump No Heating/Cooling			Class: CD Effec. Age: 52 Floor Area: 801 Total Base Cost: 52,641 Total Base New : 76,329 Total Depr Cost: 36,638 Estimated T.C.V: 47,263		CntryMult X 1.450 E.C.F. X 1.290		Bsmnt Garage: Carport Area: Roof:		
Building Style: 1 1/4 STY		Trim & Decoration												
Yr Built 1938	Remodeled 0	Ex	X	Ord										Min
Condition: Average		Lg	X	Ord										Small
Room List		(5) Floors		(12) Electric										
	Basement 1st Floor 2nd Floor Bedrooms	Kitchen: Other: Other:		0 Amps Service										
(1) Exterior		(6) Ceilings		No./Qual. of Fixtures			Stories Exterior		Foundation		Rate Bsmnt-Adj		Heat-Adj	
X	Wood/Shingle Aluminum/Vinyl Brick	X	Drywall	Ex. X Ord. Min			1.25 Story Siding		Mich Bsmnt.		75.14 -4.85		0.00	
Insulation				No. of Elec. Outlets			1 Story Siding		Crawl Space		64.79 -9.71		0.00	
(2) Windows		(7) Excavation		Many X Ave. Few			Other Additions/Adjustments		Rate		Size		Cost	
X	Many Avg. Few	X	Large Avg. Small	(13) Plumbing			(16) Porches		CPP, Standard		13.81		116	
	Wood Sash Metal Sash Vinyl Sash Double Hung Horiz. Slide Casement Double Glass Patio Doors Storms & Screens	Basement: 484 S.F. Crawl: 196 S.F. Slab: 0 S.F. Height to Joists: 0.0		1 Average Fixture(s) 3 Fixture Bath 2 Fixture Bath Softener, Auto Softener, Manual Solar Water Heat No Plumbing Extra Toilet Extra Sink Separate Shower Ceramic Tile Floor Ceramic Tile Wains Ceramic Tub Alcove Vent Fan			Phy/Ab.Phy/Func/Econ/Comb.%Good= 48/100/100/100/48.0,		Depr.Cost =		36,638			
(3) Roof		(8) Basement		(14) Water/Sewer			ECF (47A)		1.290 => TCV of Bldg: 1		=		47,263	
X	Gable Hip Flat	Gambrel Mansard Shed	Conc. Block Poured Conc. Stone Treated Wood Concrete Floor											
X	Asphalt Shingle	(9) Basement Finish												
Chimney: Vinyl		Recreation SF Living SF Walkout Doors No Floor SF												
		(10) Floor Support												
		Joists: Unsupported Len: Cntr.Sup:												
				Lump Sum Items:										

*** Information herein deemed reliable but not guaranteed***

INGHAM ST



Sketch by Apex Sketch

*** Information herein deemed reliable but not guaranteed***



OFFICE OF THE CITY ATTORNEY



MEMORANDUM

To: CHRIS SWOPE, Clerks Office

From: VENUS KUMAR, Paralegal

Subject: SPECIAL ASSESSMENTS CLAIM; Schyanna Hernandez
Date of Incident: December 22, 2017

Date: May 15, 2018

Attached is a Claim Form received by this office from Schyanna Hernandez for \$3,939.50 due to Trash violations at 3100 Ingham.

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