

**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 JUNE 11, 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, June 11, 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 21, 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 P.E.E.R.S. Annual Juneteenth Celebration

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 the Snow and Ice Removal Assessment Roll, Winter 2017-18
2. In consideration of the Land Lease Agreement for SLU-1-2016; 2101 E. Mt. Hope Avenue; Verizon cell tower at Crego Park
3. In consideration of the Noise Ordinance Waiver; Department of Public Service to allow for work on Saturdays from 8:00 a.m. to 5:00 p.m. for the periods June 16, 2018, through November 24, 2018, and April 20, 2019, through November 23, 2019 to complete the Combined Sewer Overflow project in the Sub-area 034C Project, Martin Luther King, Jr. Blvd. and W. Mt. Hope Avenue

XIII. COUNCIL CONSIDERATION OF LEGISLATIVE MATTERS

A. REFERRAL OF PUBLIC HEARINGS

B. CONSENT AGENDA

1. BY COUNCIL MEMBERS DUNBAR, GARZA, HUSSAIN, JACKSON, SPADAFORÉ, SPITZLEY, WASHINGTON, WOOD
 - a. Tribute; in recognition of P.E.E.R.S. Annual Juneteenth Celebration
2. BY THE COMMITTEE ON DEVELOPMENT AND PLANNING
 - a. Confirmation of Appointment; James Tischler as the City of Lansing Member on the Local Development Finance Authority for a term to expire June 30, 2020
3. BY THE COMMITTEE ON GENERAL SERVICES
 - a. Confirmation of Appointment; Cara Nader as a Business Owner Member of the Downtown Lansing, Inc. Board for a term to expire June 30, 2020
 - b. Claim Disposition; Claim #1545, James Fawaz for red tag fees at 5625 Kaynorth for \$945.00
 - c. Transfer ownership of a Class C & SDM license from 320 E. Michigan Holdings, LLC to Bowdie's, LLC, 320 E. Michigan Avenue
 - d. Claim Disposition; Claim #1557, Jawed Razmal for trash violations at 3135 S. Pennsylvania Avenue for \$2,922
 - e. Fireworks Display License; Great Lakes Fireworks; City of Lansing Independence Day Celebration

- f. Claim Disposition; Claim #1498, IRENTINK LLC filed by Tony Felder for trash fee at property located at 6121 Coulson Ct. for \$2909.00
- g. Community Funding; Keys to Creativity; Lansing's Harmony Celebration
- h. Claim Disposition; Claim #1564, Chip Nolan for trash fees at 2026 Harding Avenue for \$4,064
- i. Community Funding; South Lansing Farmers Market
- j. Community Funding; NorthWest Initiative
- k. Community Funding; Churchill Downs
- l. Claim Disposition; Claim #1480, Kent Bowden for tag monitoring fees at 1207 N. Chestnut for \$630
- m. Claim Disposition; Claim #1541, Kent Bowden for tag monitoring fees at 1207 N. Chestnut for \$750
- n. Claim Disposition; Claim #1414, Ahsan Sumbal for Red Tag Monitoring at 1718 Inverness Avenue for \$2,502.50
- o. Claim Disposition: Claim #1530, Jayme Sutton for trash fees at 3428 Lowcroft for \$3,912

4. BY THE COMMITTEE OF THE WHOLE

- a. Creation of a Task Force to Research Gun Safety Policies & Priorities

C. RESOLUTIONS FOR ACTION

1 BY THE COMMITTEE ON DEVELOPMENT AND PLANNING

- a. Act-2-2018-A Sale of Lot 325 in Glenburne No. 5; Tax ID 23-50-40-36-407-051
- b. Act-2-2018-B Sale of Lot 324 in Glenburne No. 5; Tax ID 23-50-40-36-407-041
- c. Act-2-2018-C Sale of Lot 322 in Glenburne No 5; Tax ID 23-50-40-36-407-121
- d. Act-2-2018-D Sale of Lot 317 in Glenburne No. 5; Tax ID 23-50-4036-407-071

D. REPORTS FROM COUNCIL COMMITTEES

E. ORDINANCES FOR INTRODUCTION and Setting of Public Hearings

1. BY THE COMMITTEE ON DEVELOPMENT AND PLANNING
 - a. Z-3-2018; 1030 & Part of 1048 Pierpont Street, Rezoning from “DM-4” Residential District to “G-2” Wholesale District

F. ORDINANCES FOR PASSAGE

1. BY THE COMMITTEE ON DEVELOPMENT AND PLANNING
 - a. Z-8-2017; 3440 N East Street; Rezone from “F” Commercial to “G-2” Wholesale District
2. BY THE COMMITTEE ON PUBLIC SAFETY
 - a. 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
 - b. Amend Chapter 676, Section 676.02, of the Lansing Codified Ordinances 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
3. BY THE COMMITTEE OF THE WHOLE
 - a. 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
 - b. 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
 - c. 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

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

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

A. REPORTS FROM CITY OFFICERS, BOARDS, AND COMMISSIONS

1. Letter(s) from the City Clerk re:
 - a. Minutes of Boards, Commissions, and Authorities placed on file in the Clerk's Office
 - b. Press release about City Clerk Chris Swope offering demonstrations on the new voting equipment at community events this summer starting May 30th at the Allen Street Farmers Market.
 - c. Letter from the Lansing Board of Water and Light about Capital Improvements Plan for Fiscal Years 2019-2024 and Budget for Fiscal Year 2019
2. Letter(s) from the Mayor re:
 - a. Ordinance of the City of Lansing, Michigan, to repeal Chapter 1034, Section 1034.01 through 1034.09, to eliminate the Memorial Review Board, its duties and functions, and to cancel the process and procedure for naming or renaming public memorials contained in the ordinance
 - b. Amend Project Completion Date for Obsolete Property Rehabilitation Act Certificate 310 North Seymour Avenue
 - c. Reappointments of four individuals to various Boards and Commissions
 - d. Appointment of Jason R. Peek, as a Second Ward Member of the Medical Marihuana Commission for a term to expire December 11, 2019
 - e. Grant Funds Acceptance of Friends of Lansing Regional Trails
 - f. SRF Project Plan for Wet Weather Control Program Phase II
 - g. FY 2018 Budget Amendment
 - h. Appropriation of Public Act 302 LPD Training Allotment

B. COMMUNICATIONS AND PETITIONS, AND OTHER CITY RELATED MATTERS

1. Communication from T.J. Moore about proposed gambling ordinance
2. Affidavit Of Disclosure, Lisa Hagen, Law Department

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.



Chris Swope

Lansing City Clerk

THIS IS NOT A BILL

May 21, 2018

XXXXXX
XXX
XXX
XXXXX

From: Chris Swope, Lansing City Clerk

Subject: NOTICE OF PUBLIC HEARING Regarding Special Assessment Roll # SN18, known as Snow and Ice Removal, the violation of Chapter 1020.06(a)(b), Snow and Ice Ordinance.

Whereas, failure to comply with Chapter 1020.06(a)(b), Snow and Ice, caused the City of Lansing to remove snow or ice from sidewalks in front of and adjacent to the property described below:

Parcel Number: «Parcel_Number»
Property Address: «Address_Confirmation»
Date of Service: <<Insert Date field here>>

PROPERTY BENEFITTED: SNOW AND ICE REMOVAL

The records of the Lansing City Assessor indicate that you are the owner or a party of interest in the above named property. Per Chapter 1020.06(c)(2), the City is directed to provide you with the following information regarding the removal of snow or ice by the City:

<u>DESCRIPTION OF WORK</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
Minimum Snow Removal Cost: (First 20 minutes of removal)	1.0	\$149.00	\$149.00
Additional Snow Removal Cost: (Over 20 minutes, in 20 minute increments)	«Quantity»	\$ 70.00	\$«Addl».00
Your total estimated cost of the work is:			
<u>\$«Amount».00</u>			

Subject to confirmation of the Assessment Roll

THIS IS NOT A BILL

SEE OVER FOR MORE INFORMATION

PUBLIC HEARING INFORMATION

The City Council will hold a Public Hearing to review, prior to confirmation, said assessment roll, and consider any complaints or objections that there may be with respect to this assessment.

When: June 11, 2018 at 7:00 P.M.

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

HOW TO APPEAL

A property owner or party in interest, or his or her representative, may protest the special assessment in one of the following ways:

- Send a letter appealing the assessment to: City Clerk's Office, 9th Floor, City Hall, 124 W. Michigan Ave., Lansing, MI 48933; -or-
- Send an email appealing the assessment via email to: city.clerk@lansingmi.gov; -or-
- Appear in person at the Public Hearing and either hand deliver an appeal letter or speak at the Public Hearing (must sign in at meeting to speak).

Written appeals must be received before the close of the public hearing on June 11, 2018.

Those appealing will be encouraged to appear in person at a subsequent Public Service Committee meeting (time and date to be determined), where cases will be further considered.

Further appeal of the Special Assessment may be made to the Michigan Tax Tribunal, *if* filed within 35 days after confirmation of the special assessment roll *and* that special assessment was protested at the June 11, 2018 hearing. Visit www.michigan.gov/taxtrib for more information.

PAYMENT AND PENALTY INFORMATION

Bills will be mailed by the City Treasurer within 10 days of the Council confirmation of this roll. The City Council typically confirms an assessment roll one week after the hearing, providing there is concurrence.

The total assessment if due, must be paid within 60 days from the billing date to avoid a 5% penalty. Any unpaid special assessment or portion thereof will be included on the semi-annual property tax statement.

If you have any questions regarding this assessment, please contact the Public Service Department at (517) 483-4455.

RESOLUTION #2018-129

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

SNOW AND ICE REMOVAL ASSESSMENT ROLL WINTER 2017-18

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

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

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

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

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

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

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

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

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

SNOW ASSESSMENT ROLL (1) 2017-2018
Sorted by house number

Page 1

<u>WOID</u>	<u>PARCEL ID</u>	<u>SITE ADDRESS</u>	<u>OWNER NAME</u>	<u>OWNER ADDRESS</u>	<u>OWNER CITY</u>	<u>ST</u>	<u>ZIP</u>	<u>DATE OF SERVICE</u>	<u>SERVICE TIME</u>	<u>COST</u>
827627	33010122205261	1000 BENSCH ST	NOXON BART J	1000 BENSCH ST	LANSING	MI	48912	02/15/2018	A: 0-20 MIN	\$149.00
827629	33010122206001	1001 BENSCH ST	BRIDSON PROPERTIES L L C	PO BOX 644	HASLETT	MI	48840	02/15/2018	B: 21-40 MIN	\$219.00
827549	33010108336121	1021 HAPEMAN ST	YANG CHUEYEE	1630 CLARENCE ST	SAINT PAUL	MN	55106	02/14/2018	B: 21-40 MIN	\$219.00
827630	33010122205202	1022 BENSCH ST	FEDERAL NATIONAL MORTGAGE ASSOC	ONE SOUTH WACKER DR SUITE #1300	CHICAGO	IL	60606	02/15/2018	A: 0-20 MIN	\$149.00
827624	33010122133102	1030 S HOLMES ST	SPARTAN INTERNET PROPERTIES LLC CO	115 W ALLEGAN ST FL 8TH	LANSING	MI	48933	02/15/2018	F: 101-120 MIN	\$499.00
825596	33010122226212	1041 LATHROP ST	KISSLING JEREMIAH & ERICA M	1717 ALAN LN	LANSING	MI	48917	01/19/2018	A: 0-20 MIN	\$149.00
825535	33010127177001	1102 PACIFIC AVE	WEDGE SHARON K	1102 PACIFIC AVE	LANSING	MI	48910	01/19/2018	B: 21-40 MIN	\$219.00
825592	33010122254181	1110 LATHROP ST	VESSELS OF LIFE CHURCH OF	1110 LATHROP ST	LANSING	MI	48912	01/19/2018	A: 0-20 MIN	\$149.00
824459	33010129252111	1112 KELSEY AVE	M S H D A	4801 FREDERICA ST	OWENSBORO	KY	42301	01/18/2018	B: 21-40 MIN	\$219.00
824442	33010122253041	1113 DAKIN ST	LANSING HOUSING COMMISSION	419 CHERRY ST	LANSING	MI	48933	01/03/2018	B: 21-40 MIN	\$219.00
824441	33010122252171	1118 DAKIN ST	KHAN HINNA R AND ALI TRIMZY	2908 ORCHARD TREE LANE	TOLEDO	OH	43617	01/03/2018	B: 21-40 MIN	\$219.00
824455	33010129208101	1124 GORDON AVE	KESLER ANNE	8504 DOE PASS	LANSING	MI	48917	01/18/2018	A: 0-20 MIN	\$149.00
827637	33010122254142	1128 LATHROP ST	BRITTEN DONALD E & SHARON A	P.O. BOX 119	WESTPHALIA	MI	48894	02/15/2018	A: 0-20 MIN	\$149.00
827636	33010122276061	1133 LATHROP ST	PATTERSON MARK S	1033 DAKIN ST	LANSING	MI	48912	02/15/2018	B: 21-40 MIN	\$219.00
825617	33010122278141	1134 REGENT ST	ASSAF AHMAD	5945 YORK WAY	EAST LANSING	MI	48823	01/19/2018	A: 0-20 MIN	\$149.00
825462	33010122252101	1143 BENSCH ST	JOHNSON-PERRY SOPHIA L	1143 BENSCH ST	LANSING	MI	48912	01/19/2018	B: 21-40 MIN	\$219.00
827606	33010121258050	1145 S GRAND AVE	DW SHEETS HOUSING VI L L C	2718 COLLEGE RD	HOLT	MI	48842	02/14/2018	A: 0-20 MIN	\$149.00
825606	33010122283001	1201 LESLIE ST	KEROSON STEPHANEY & GUILD AARON	1105 N CHESTNUT ST	LANSING	MI	48906	01/19/2018	A: 0-20 MIN	\$149.00
827536	33010110181241	1217 E CESAR E. CHAVEZ AVE	SPADAFORE MICHAEL	893 WHITMAN DR	EAST LANSING	MI	48823	02/14/2018	A: 0-20 MIN	\$149.00
824341	33010122129071	1219 CLIMAX ST	BRISBO DOUGLAS G & JEAN A	303 KIJLING BOULEVARD	LANSING	MI	48912	01/03/2018	A: 0-20 MIN	\$149.00
824340	33010122129211	1222 E MALCOLM X ST	GREAT FAITH MINISTRIES INTL INC	10735 GRAND RIVER	DETROIT	MI	48204	01/03/2018	A: 0-20 MIN	\$149.00
824338	33010122129181	1230 E MALCOLM X ST	ROBINSON ASSOCIATES L L C	PO BOX 51013	KALAMAZOO	MI	49005	01/03/2018	A: 0-20 MIN	\$149.00
824343	33010122129151	1249 CLIMAX ST	WILDER RICHARD E & LORD JEAN &	13961 THORNAPPLE LANE	PERRY	MI	48872	01/03/2018	B: 21-40 MIN	\$219.00
827535	33010110183161	1251 E CESAR E. CHAVEZ AVE	INGHAM COUNTY LAND BANK	3024 TURNER ST	LANSING	MI	48906	02/14/2018	A: 0-20 MIN	\$149.00
827579	33010108256151	1315 N M L KING JR BLVD	CHRIS PFEIFER	401 N HAYFORD AVE	LANSING	MI	48912	02/14/2018	A: 0-20 MIN	\$149.00
824771	33010129251181	1325 WOODBINE AVE	VANPORTFLEET TRAVIS &	1325 WOODBINE AVE	LANSING	MI	48910	01/18/2018	A: 0-20 MIN	\$149.00
827081	33010115404211	1332 EUREKA ST	TALL COTTON L L C	PO BOX 631	HOWELL	MI	48844	02/08/2018	A: 0-20 MIN	\$149.00
827081	33010115404211	1332.5 EUREKA ST	TALL COTTON L L C	PO BOX 631	HOWELL	MI	48844	02/08/2018	A: 0-20 MIN	\$149.00
827572	33010108256181	1333 N M L KING JR BLVD	SHANE JULIA F	4112 WINDWARD DR	LANSING	MI	48911	02/14/2018	A: 0-20 MIN	\$149.00
827575	33010108256191	1335 N M L KING JR BLVD	KHARMAI NEILRANI & NANCUMAR	7860 MYERS LAKE AVE	ROCKFORD	MI	49341	02/14/2018	A: 0-20 MIN	\$149.00

SNOW ASSESSMENT ROLL (1) 2017-2018
Sorted by house number

Page 2

<u>VOID</u>	<u>PARCEL ID</u>	<u>SITE ADDRESS</u>	<u>OWNER NAME</u>	<u>OWNER ADDRESS</u>	<u>OWNER CITY</u>	<u>ST</u>	<u>ZIP</u>	<u>DATE OF SERVICE</u>	<u>SERVICE TIME</u>	<u>COST</u>
827593	33010129251061	1404 KELSEY AVE	KRIBS BARBARA J	1404 KELSEY AVE	LANSING	MI	48910	02/15/2018	A: 0-20 MIN	\$149.00
827594	33010129251051	1408 KELSEY AVE	TDL SPARTAN L L C	3745 BEEMAN RD	WILLIAMSTON	MI	48895	02/15/2018	A: 0-20 MIN	\$149.00
825482	33010129207211	1411 POXSON AVE	MCDOUGALL MAGGIE L	1411 POXSON AVE	LANSING	MI	48910	01/19/2018	A: 0-20 MIN	\$149.00
826681	33010129207211	1411 POXSON AVE	MCDOUGALL MAGGIE L	1411 POXSON AVE	LANSING	MI	48910	02/02/2018	B: 21-40 MIN	\$219.00
824485	33010129126121	1501 W MT HOPE AVE	GSD PETROLEUM L L C	9653 N GRANVILLE RD	MEQUON	WI	53097	01/18/2018	D: 61-80 MIN	\$359.00
827567	33010108206371	1523 N M L KING JR BLVD	LAND RODNEY L	6235 WINDCHARME AVE	LANSING	MI	48917	02/14/2018	A: 0-20 MIN	\$149.00
827605	33010120328161	1535 WELLINGTON RD	KUMMER ELIZABETH	1535 WELLINGTON RD	LANSING	MI	48910	02/15/2018	B: 21-40 MIN	\$219.00
826702	33010129129191	1617 COOPER AVE	HANKS STEVE-TRUST	6400 QUAIL RIDGE LANE	DIMONDALE	MI	48821	02/02/2018	A: 0-20 MIN	\$149.00
824674	33010121379121	1712 TODD AVE	KILGORE JESSICA MAY	1712 TODD AVE	LANSING	MI	48910	01/18/2018	A: 0-20 MIN	\$149.00
824381	33010109231103	1904 N LARCH ST	MBC CARLISLE L P	950 E MAIN ST/PO BOX 472	SCHUYLKILL HAVEN	PA	17972	01/05/2018	B: 21-40 MIN	\$219.00
824444	33010129202011	1905 MARION AVE	LAKEVIEW LOAN SERVICING L L C	5151 CORPORATE DR	TROY	MI	48098	01/18/2018	A: 0-20 MIN	\$149.00
827084	33010129160121	1906 HOLLY WAY	VAN BELOIS DOROTHY C &	2525 MEADOWLANE DR	LANSING	MI	48917	02/08/2018	A: 0-20 MIN	\$149.00
827293	33010129104121	1920 GORDON AVE	WILMINGTON SAVINGS FUND SOCIETY	15480 LAGUNA CANYON RD SUITE #100	IRVINE	CA	92618	02/08/2018	A: 0-20 MIN	\$149.00
827552	33010108352111	2010 OLD OAKLAND AVE	MULDER GEERT D & SONS INC	7804 FRANCIS CT	LANSING	MI	48917	02/14/2018	B: 21-40 MIN	\$219.00
827551	33010108352101	2016 OLD OAKLAND AVE	MINK PAUL	2016 OLD OAKLAND AVE	LANSING	MI	48915	02/14/2018	B: 21-40 MIN	\$219.00
827533	33010132152111	2116 MARY AVE	DUNLAP MICHAEL	PO BOX 16183	LANSING	MI	48901	02/15/2018	A: 0-20 MIN	\$149.00
827774	33010111352341	2120 E GRAND RIVER AVE	SARRACH JUSTIN D & JENNIFER A	2120 E GRAND RIVER AVE	LANSING	MI	48912	02/16/2018	D: 61-80 MIN	\$359.00
827540	33010132152101	2122 MARY AVE	BRIGHT LINE CONTRACTING L L C	1936 REORD	LANSING	MI	48910	02/15/2018	A: 0-20 MIN	\$149.00
827604	33010121258055	213 E SOUTH ST	CAGER ROBERT & CRUSOE EVA J	1215 W BARNES AVE	LANSING	MI	48910	02/14/2018	A: 0-20 MIN	\$149.00
827103	33010116452013	220 E KALAMAZOO ST	DAVENPORT COLLEGE OF BUSINESS	220 E KALAMAZOO ST	LANSING	MI	48933	02/08/2018	C: 41-60 MIN	\$289.00
825628	33010130480072	2200 W HOLMES RD	KAUR MANINDER	8305 AMARYLLIS WAY	LANSING	MI	48917	01/19/2018	B: 21-40 MIN	\$219.00
824685	33010129209151	2300 MARION AVE	DOMINGUEZ HIEDI	2300 MARION AVE	LANSING	MI	48910	01/18/2018	B: 21-40 MIN	\$219.00
827526	33010127158001	2401 LYONS AVE	TRINITY ENTERPRISE L L C	P O BOX 70093	LANSING	MI	48908	02/14/2018	B: 21-40 MIN	\$219.00
824457	33010129251121	2412 MARION AVE	MCDONALD BRIAN	4078 CARLIE CT	HUDSONVILLE	MI	49426	01/18/2018	A: 0-20 MIN	\$149.00
827095	33010129251121	2412 MARION AVE	MCDONALD BRIAN	4078 CARLIE CT	HUDSONVILLE	MI	49426	02/08/2018	A: 0-20 MIN	\$149.00
827078	33010129155161	2506 BOSTON BLVD	TYSON RONNIE & KIMBERLY M &	2506 BOSTON BLVD	LANSING	MI	48910	02/08/2018	A: 0-20 MIN	\$149.00
827087	33010129159111	2800 CHATHAM RD	GRECO MARY	2800 CHATHAM RD	LANSING	MI	48910	02/08/2018	B: 21-40 MIN	\$219.00
825566	33010128433002	2901 S CEDAR ST	SAWYERS JERRY D & JUDITH K	1440 KEYSTONE AVE	LANSING	MI	48911	01/19/2018	B: 21-40 MIN	\$219.00
824579	33010109404031	308 E CESAR E. CHAVEZ AVE	ANGIKAMIR 308-317 E GRAND RIVER LLC	3217 ANNIS RD	MASON	MI	48854	01/05/2018	A: 0-20 MIN	\$149.00

SNOW ASSESSMENT ROLL (1) 2017-2018
Sorted by house number

Page 3

<u>WOID</u>	<u>PARCEL ID</u>	<u>SITE ADDRESS</u>	<u>OWNER NAME</u>	<u>OWNER ADDRESS</u>	<u>OWNER CITY</u>	<u>ST</u>	<u>ZIP</u>	<u>DATE OF SERVICE</u>	<u>SERVICE TIME</u>	<u>COST</u>
824375	33010115254021	308 RUMSEY AVE	WELLS FARGO BANK N A	12650 INGENUITY DR	ORLANDO	FL	32826	01/05/2018	A: 0-20 MIN	\$149.00
825454	33010129477083	3232 S WASHINGTON AVE	LANPROP L L C	2740 BRONSON BLVD	KALAMAZOO	MI	49008	01/18/2018	B: 21-40 MIN	\$219.00
824756	33010104455082	325 MOSELY AVE	KINNEY MICHAEL	325 MOSELY AVE	LANSING	MI		01/05/2018	B: 21-40 MIN	\$219.00
827569	33010130379031	3318 LAWDOR RD	BODIFORD LONNIE E & MARIA	5031 RIVER RIDGE DR	LANSING	MI		02/15/2018	B: 21-40 MIN	\$219.00
827569	33010130379031	3324 LAWDOR RD	BODIFORD LONNIE E & MARIA	5031 RIVER RIDGE DR	LANSING	MI		02/15/2018	B: 21-40 MIN	\$219.00
824699	33010128181001	339 KENSINGTON RD	EMY BACHAR L L C	125 E KALAMAZOO ST	LANSING	MI	48933	01/18/2018	C: 41-60 MIN	\$289.00
827545	33010133101323	3422 LOWCROFT AVE	ABDULJABER ABDULRAHMAN F	225 E HAZEL ST	LANSING	MI	48910	02/15/2018	A: 0-20 MIN	\$149.00
827546	33010133101311	3424 LOWCROFT AVE	DEAN DONNA L & DEAN OGENE CARLA	90 DIEHL DR	MOUNT CLEMENS	MI	48043	02/15/2018	B: 21-40 MIN	\$219.00
827548	33010133102061	3437 LOWCROFT AVE	ICCF HOMES LLC	920 CHERRY ST SE	GRAND RAPIDS	MI	49506	02/15/2018	A: 0-20 MIN	\$149.00
826804	33010131307361	3621 RONALD ST	ADL CONSULTNTS LLC	16192 COASTAL HWY	LEWES	DE	19958	02/02/2018	B: 21-40 MIN	\$219.00
827738	33010133152061	3813 LOWCROFT AVE	PETERSON PAUL G	1215 N BROADWAY ST	HASTINGS	MI	49058	02/15/2018	B: 21-40 MIN	\$219.00
824443	33010121429076	408 BAKER ST	O'NEIL ENTERPRISES INC	408 BAKER ST	LANSING	MI	48910	01/18/2018	B: 21-40 MIN	\$219.00
824332	33010115377151	408 S HOLMES ST	VILLAVERDE MIGUEL & BARBARA	7991 W 8TH AVE	HIALEAH	FL	33014	01/03/2018	A: 0-20 MIN	\$149.00
824333	33010115379161	504 S HOLMES ST	VAN HOOZIER NANCY	1936 VASSAR DR	LANSING	MI	48912	01/03/2018	B: 21-40 MIN	\$219.00
827719	33010115481181	518 ALLEN ST	BYTWERK COREY & JULIE	3730 JOSEPHINE LANE	MASON	MI	48854	02/16/2018	B: 21-40 MIN	\$219.00
824368	33010128287096	528 LINCOLN AVE	SOWERS KODEEN R	905 W JOLLY RD	LANSING	MI	48910	01/18/2018	A: 0-20 MIN	\$149.00
825450	33010128352241	532 W HOLMES RD	COURTIS DEREK	532 W HOLMES RD	LANSING	MI	48910	01/18/2018	B: 21-40 MIN	\$219.00
827668	33010121431001	600 BAKER ST	GARNO CHRISTOPHER K	6677 S ST CLAIR RD	SAINT JOHNS	MI	48879	02/15/2018	A: 0-20 MIN	\$149.00
827534	33010128434001	600 DENVER AVE	MENDOZA CARLOS	600 DENVER AVE	LANSING	MI	48910	02/14/2018	B: 21-40 MIN	\$219.00
826828	33010503352463	6030 S PENNSYLVANIA AVE	RURAL INC	594 W COLUMBIA AVE	BATTLE CREEK	MI	49015	02/03/2018	F: 101-120 MIN	\$499.00
825427	33010121431130	606 BAKER ST	HOUGH KENNETH	15397 CHETWYN DR	LANSING	MI	48906	01/19/2018	A: 0-20 MIN	\$149.00
825429	33010121431125	608 BAKER ST	INGHAM COUNTY LAND BANK	3024 TURNER ST	LANSING	MI	48906	01/19/2018	A: 0-20 MIN	\$149.00
825432	33010121431120	610 BAKER ST	CORE INVESTMENT HOLDINGS L L C	610 BAKER ST	LANSING	MI	48910	01/19/2018	A: 0-20 MIN	\$149.00
827670	33010121431120	610 BAKER ST	CORE INVESTMENT HOLDINGS L L C	610 BAKER ST	LANSING	MI	48910	02/15/2018	A: 0-20 MIN	\$149.00
824643	33010504353051	610 W MILLER RD	EVANS CARLTON &	610 W MILLER RD	LANSING	MI	48911	01/18/2018	D: 61-80 MIN	\$359.00
826827	33010133479141	636 KENDON DR	TULLOCH CHERYL L	6339 BEECHFILED	LANSING	MI	48911	02/02/2018	B: 21-40 MIN	\$219.00
825519	33010109383011	726 N SEYMOUR AVE	DROSTE LINDA M	726 SEYMOUR AVE	LANSING	MI	48906	01/19/2018	A: 0-20 MIN	\$149.00
825520	33010109383001	732 N SEYMOUR AVE	MCCABE JOHN & O'BRIEN KERRIN	1320 RED LEAF LN	EAST LANSING	MI	48823	01/19/2018	B: 21-40 MIN	\$219.00
825516	33010109379121	805 N SEYMOUR AVE	SCHOEN KEVIN	1800 N GRAND RIVER	LANSING	MI	48906	01/19/2018	B: 21-40 MIN	\$219.00
825534	33010108352141	813 DURANT ST	BAKER MARY M	8824 BEARD RD	BYRON	MI		01/19/2018	A: 0-20 MIN	\$149.00
827583	33010108479311	815 DALEFORD AVE	KITE AARON	3339 WAVERLY HILLS RD	LANSING	MI	48917	02/14/2018	A: 0-20 MIN	\$149.00

SNOW ASSESSMENT ROLL (1) 2017-2018
Sorted by house number

Page 4

<u>WOID</u>	<u>PARCEL ID</u>	<u>SITE ADDRESS</u>	<u>OWNER NAME</u>	<u>OWNER ADDRESS</u>	<u>OWNER CITY</u>	<u>ST</u>	<u>ZIP</u>	<u>DATE OF SERVICE</u>	<u>SERVICE TIME</u>	<u>COST</u>
825452	33010129477082	930 W HOLMES RD	930 W HOLMES LLC	930 W HOLMES RD	LANSING	MI	48910	01/19/2018	C: 41-60 MIN	\$289.00
825532	33010121277070	BEECH ST	INGHAM COUNTY LAND BANK	3024 TURNER ST	LANSING	MI	48906	01/19/2018	A: 0-20 MIN	\$149.00
827167	33010122252122	DAKIN ST	ATTA FAHAD	1829 DELEVAN AVE	LANSING	MI	48910	02/08/2018	A: 0-20 MIN	\$149.00
825590	33010122253022	DAKIN ST	INGHAM COUNTY LAND BANK	3024 TURNER ST	LANSING	MI	48906	01/19/2018	A: 0-20 MIN	\$149.00
827603	33010121258085	E SOUTH ST	INGHAM COUNTY LAND BANK	3024 TURNER ST	LANSING	MI	48906	02/14/2018	A: 0-20 MIN	\$149.00

CITY OF LANSING
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a Public Hearing will be held on June 11, 2018 at 7:00 p.m. in the City Council Chambers, 10th Floor Lansing City Hall, 124 W. Michigan Ave., Lansing, MI for the purpose of considering:

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

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

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

LAND LEASE AGREEMENT

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

WITNESSETH

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

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

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

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

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

4. **RENTAL.**

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

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

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

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

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

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

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

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

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

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

13. **INTERFERENCE.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28. **TAXES.**

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

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

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

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

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

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

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

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

LESSOR:

THE CITY OF LANSING, a Michigan municipal corporation

By: _____

Its: _____

Date: _____, 2018

LESSEE:

NEW PAR d/b/a Verizon Wireless

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

By: _____

Its: _____

Date: _____, 2018

EXHIBIT "A"
DESCRIPTION OF PROPERTY

Legal Description of Overall Parcel

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

Parcel 1:

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

Parcel 2:

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

Parcel 3:

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

Parcel 4:

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

Parcel 5:

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

Parcel 6:

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

Parcel 7:

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

Parcel 8:

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

Legal Descriptions of Premises and Easement

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

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

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

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

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

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

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

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

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

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

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

**CITY OF LANSING
NOTICE OF PUBLIC HEARING
WAIVER OF THE NOISE ORDINANCE**

**Underground utility work and road reconstruction on Martin Luther King, Jr. Blvd.
and W. Mt. Hope Avenue**

The Lansing City Council will hold a public hearing on Monday, June 11, 2018 at 7 p.m. in the City Council Chambers, Tenth Floor, Lansing City Hall, 124 W. Michigan Ave., Lansing, Michigan for the purpose stated below:

To afford an opportunity for all residents of the City of Lansing to appear and be heard with regard to a request for a waiver of the Noise Ordinance in accordance with the provisions of Chapter 654 of the Code of Ordinances, filed by the City of Lansing Department of Public Service to allow for work on Saturdays from 8:00 AM to 5:00 PM for the periods June 16, 2018, through November 24, 2018, and April 20, 2019, through November 23, 2019 to complete the Combined Sewer Overflow project in the Sub-area 034C Project, Martin Luther King, Jr. Blvd. and W. Mt. Hope Avenue.

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

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

WHEREAS, the City of Lansing Department of Public Service will be constructing the Combined Sewer Overflow (CSO) Sub-area 034C Project during the 2018 and 2019 construction seasons; and

WHEREAS, this construction project involves underground utility construction and road reconstruction for approximately 180 acres of the City of Lansing's service area; and

WHEREAS, a tremendous amount of work must be completed by the end of each of the two construction seasons, respectively, and prior to the onset of winter; and

WHEREAS, this construction project includes underground utility work and road reconstruction on two highly traversed major streets within the City of Lansing, State Highway M-99 (i.e., Martin Luther King, Jr. Blvd.) and W. Mt. Hope Avenue; and

WHEREAS, for the period June 16, 2018, through November 24, 2018, and for the period, April 20, 2019, through November 23, 2019, the construction contractor, Hoffman Bros., Inc., has requested a waiver of the noise ordinance on Saturdays from 8:00 AM to 5:00 PM; and

WHEREAS, the City of Lansing Public Service Department recommends that the contractor be granted the requested noise waiver in order to keep the project on-schedule.

NOW THEREFORE BE IT RESOLVED that a public hearing be held on Monday, June 11, 2018, at 7:00 PM in the City of Lansing Council Chambers, 124 W. Michigan, in consideration of the request for granting a waiver of the noise ordinance on Saturdays from 8:00 AM to 5:00 PM for the periods June 16, 2018, through November 24, 2018, and April 20, 2019, through November 23, 2019.

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

WHEREAS, the oldest African American Holiday was first recognized on June 19, 1865, and is now an official state holiday in 15 states across the country. It was on June 19, 1865 that news of the Emancipation Proclamation, which President Lincoln signed on January 1, 1863, reached the slaves of Texas; and

WHEREAS, learning of their freedom, June 19, 1865 became the true Independence Day for African-Americans in the United States. The slaves immediately left the plantations, congregated in the cities, and began celebrating their freedom by praying, feasting, dancing, and singing; and

WHEREAS, this day was named “Juneteenth Day”, representing the joys of freedom and new beginnings, commemorating the end of slavery in the United States by celebration of liberty, educating the community about the heritage, and promoting positive cultural interaction; and

WHEREAS, The 25th Annual Lansing Celebration of Juneteenth and the 14th year recognition of “Juneteenth Day” as a State of Michigan holiday events begin at the Lansing City Hall Lobby on Thursday, June 14, 2018 at 5:30 p.m. and the Juneteenth Freedom Festival will continue at St. Joseph Park in Lansing on Friday, June 15, 2018 and Saturday, June 16, 2018; and

WHEREAS, a special feature at this year’s event is the African American Parade, in memory of its founder, the late Rev. Dr. Michael C Murphy, held the morning of Saturday, June 16, 2018.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council, hereby, recognizes the 25th Annual Lansing Celebration of Juneteenth and the 14th year recognition of the State of Michigan Juneteenth holiday. We extend our appreciation to the Juneteenth Committee for all of their work in continuing the founding theme, “Juneteenth, Where the Reunion Begins.” We wish you much success!

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 by the Mayor's Office and meets the qualifications as required by the City Charter; and

WHEREAS, the Committee on Development and Planning met on June 4, 2018 and 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 GENERAL SERVICES
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Mayor made the appointment of Cara Nader of 519 S. Jenison Avenue, Lansing, MI 48915 as a Business Owner Member of the Downtown Lansing, Inc. Board for a term to expire June 30, 2020; and

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

WHEREAS, the Committee on General Services met on May 22, 2018 and took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Cara Nader of 519 S. Jenison Avenue, Lansing, MI 48915 as a Business Owner Member of the Downtown Lansing, Inc. Board for a term to expire June 30, 2020.

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

WHEREAS, James Fawaz, sought to eliminate a special assessment of \$945.00 for trash and debris removal and all associated penalties and interest, on the property tax bill for 5625 Kaynorth Road, (Tax ID #33-01-05-04-427-012); and

WHEREAS, upon filing a claim to the Committee on General Services, the claim in the amount of \$945.00 was denied on May 22, 2018.

THEREFORE, BE IT RESOLVED, that the City Council, hereby, denies the claim of James Fawaz in the amount of \$945.00 for trash and debris removal and all associated penalties and interest on the property tax bill for 5625 Kaynorth Road (Tax ID #33-01-05-04-427-012).

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

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

WHEREAS, the Licensing and Enforcement Division of the Michigan Liquor Control Commission received a request to transfer ownership and include outdoor seating area for the Class C & SDM license from 320 E. Michigan Holdings, LLC to Bowdie's, LLC, 320 E. Michigan Avenue; and

WHEREAS, the Committee on General Services met on May 22, 2018 and reviewed the request with affirmative action taken.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council, hereby, approves the request to transfer ownership and include outdoor seating area for the Class C & SDM license from 320 E. Michigan Holdings, LLC to Bowdie's, LLC; 320 E. Michigan Avenue.

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

WHEREAS, Jawed Razmal, sought to eliminate a special assessment of \$2,922.00 for trash and debris removal and all associated penalties and interest, on the property tax bill for 3135 S. Pennsylvania Avenue, (Tax ID #33-01-01-27-358-011); and

WHEREAS, upon filing a claim to the Committee on General Services, the claim in the amount of \$2,922.00 was denied on May 22, 2018.

THEREFORE, BE IT RESOLVED, that the City Council, hereby, denies the claim of Jawed Razmal in the amount of \$2,922.00 for trash and debris removal and all associated penalties and interest on the property tax bill for 3135 S Pennsylvania Avenue (Tax ID #33-01-01-27-358-011).

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

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

WHEREAS, 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 4, 2018 with a rain date of July 5, 2018.

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

WHEREAS, Iren Frenkel, sought to eliminate a special assessment of \$2,909.00 for trash and debris removal and all associated penalties and interest, on the property tax bill for 6121 Coulson, (Tax ID #33-01-05-09-202-011); and

WHEREAS, upon filing a claim to the Committee on General Services, the claim in the amount of \$2,909.00.00 was denied on May 22, 2018.

THEREFORE, BE IT RESOLVED, that the City Council, hereby, denies the claim of Iren Frenkel in the amount of \$2,909.00 for trash and debris removal and all associated penalties and interest on the property tax bill for 6121 Coulson (Tax ID #33-01-05-09-202-011).

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

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

WHEREAS, Keys to Creativity requested \$500.00 to defray costs associated with facility rental for their “Lansing Harmony Celebration” to be held on September 8, 2018; and

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

WHEREAS, the Committee on General Services met on June 5, 2018, reviewed the request and approved \$1,000.00.

THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby approves an allocation from Community Funding Account to Keys to Creativity in the amount of \$1,000.00 to defray costs associated with facility rental for their “Lansing Harmony Celebration” to be held on September 8, 2018.

BE IT FURTHER RESOLVED that the Mayor and the Finance Department shall process this request by charging \$1,000.00 to the Council Community Promotion Account – 101.112101.741289.0.

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

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

WHEREAS, M & T Bank, sought to eliminate a special assessment of \$4,064.00 for trash and debris removal and all associated penalties and interest, on the property tax bill for 2026 Harding Avenue, (Tax ID #33-01-01-27-132-071); and

WHEREAS, upon filing a claim to the Committee on General Services, the claim in the amount of \$4,064.00 was denied on May 22, 2018.

THEREFORE, BE IT RESOLVED, that the City Council, hereby, denies the claim of M & T Bank in the amount of \$4,064.00 for trash and debris removal and all associated penalties and interest on the property tax bill for 2026 Harding Avenue (Tax ID #33-01-01-27-132-071).

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

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

WHEREAS, South Lansing Farmers Market (SLFM) requested \$250.00 to defray costs for City rental equipment associated with their event, "Kids Day at SLFM" to be held August 2, 2018; and

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

WHEREAS, the Committee on General Services met on June 5, 2018, reviewed the request and approved \$250.00.

THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby approves an allocation from Community Funding Account to South Lansing Farmers Market (SLFM) in the amount of \$250.00 to defray costs associated with City rental equipment for their event "Kids Day at SLFM" to be held on August 2, 2018.

BE IT FURTHER RESOLVED that the Mayor and the Finance Department shall process this request by charging \$250.00 to the Council Community Promotion Account – 101.112101.741289.0.

BE IT RESOLVED that NorthWest Lansing Healthy Communities Initiative, d/b/a NorthWest Initiative shall submit a written analysis of the event, including information regarding the number of attendees, a detailed account as to contributors, funds received, expended and residual funds to the Lansing City Council within 60 days after the event.

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

WHEREAS, NorthWest Lansing Healthy Communities Initiative, d/b/a NorthWest Initiative requested \$500.00 to defray costs associated with program activities for their “Cooking With Kids Camp” and “Neighborhood Family Festival” to be held August 13th - 16th, and August 18th, 2018; and

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

WHEREAS, the Committee on General Services met on June 5, 2018, reviewed the request and approved \$700.00.

THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby approves an allocation from Community Funding Account to NorthWest Lansing Healthy Communities Initiative, d/b/a NorthWest Initiative in the amount of \$700.00 to defray costs associated with program activities for their “Cooking with Kids Camp” and “Neighborhood Family Festival” to be held on August 13th – 16th, and August 18, 2018.

BE IT FURTHER RESOLVED that the Mayor and the Finance Department shall process this request by charging \$700.00 to the Council Community Promotion Account – 101.112101.741289.0.

BE IT RESOLVED that NorthWest Lansing Healthy Communities Initiative, d/b/a NorthWest Initiative shall submit a written analysis of the event, including information regarding the number of attendees, a detailed account as to contributors, funds received, expended and residual funds to the Lansing City Council within 60 days after the event.

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

WHEREAS, Churchill Downs Community Association requested \$250.00 to defray costs for City rental equipment associated with their event, "CDCA Annual Picnic" to be held June 19, 2018; and

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

WHEREAS, the Committee on General Services met on June 5, 2018, reviewed the request and approved \$250.00.

THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby approves an allocation from Community Funding Account to Churchill Downs Community Association in the amount of \$250.00 to defray costs associated with City rental equipment for their event "CDCA Annual Picnic" to be held on June 19, 2018.

BE IT FURTHER RESOLVED that the Mayor and the Finance Department shall process this request by charging \$250.00 to the Council Community Promotion Account – 101.112101.741289.0.

BE IT RESOLVED that NorthWest Lansing Healthy Communities Initiative, d/b/a NorthWest Initiative shall submit a written analysis of the event, including information regarding the number of attendees, a detailed account as to contributors, funds received, expended and residual funds to the Lansing City Council within 60 days after the event.

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

WHEREAS, Rev. Kent T. Bowden, sought to eliminate a special assessment of \$630.00 for tag monitoring fees and all associated penalties and interest on the property tax bill for 1207 N. Chestnut (Tax ID #33-01-01-09-302-111); and

WHEREAS, upon filing a claim to the Committee on General Services, the claim in the amount of \$630.00 was denied on June 5, 2018.

THEREFORE, BE IT RESOLVED, that the City Council, hereby, denies the claim of Rev. Kent T. Bowden in the amount of \$630.00 for tag monitoring fees and all associated penalties and interest on the property tax bill for 1207 N. Chestnut (Tax ID #33-01-01-09-302-111).

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

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

WHEREAS, Rev. Kent T. Bowden, sought to eliminate a special assessment of \$750.00 for tag monitoring fees and all associated penalties and interest on the property tax bill for 1207 N. Chestnut (Tax ID #33-01-01-09-302-111); and

WHEREAS, upon filing a claim to the Committee on General Services, the claim in the amount of \$750.00 was denied on June 5, 2018.

THEREFORE, BE IT RESOLVED, that the City Council, hereby, denies the claim of Rev. Kent T. Bowden in the amount of \$750.00 for tag monitoring fees and all associated penalties and interest on the property tax bill for 1207 N. Chestnut (Tax ID #33-01-01-09-302-111).

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

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

WHEREAS, Race Petroleum LLC, Ahsan Sumbal sought to eliminate a special assessment of \$2,502.50 for tag monitoring and all associated penalties and interest, on the property tax bill for 1718 Inverness Avenue, Lansing (Tax ID #33-01-01-17-180-042); and

WHEREAS, upon filing a claim to the Committee on General Services, the claim in the amount of \$2,502.50 was denied on June 5, 2018.

THEREFORE, BE IT RESOLVED, that the City Council, hereby, denies the claim of Race Petroleum LLC, Ahsan Sumbal in the amount of \$2,502.50 for tag monitoring and all associated penalties and interest on the property tax bill for 1718 Inverness Avenue, Lansing (Tax ID #33-01-01-17-180-042).

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

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

WHEREAS, Jayne Sutton sought to eliminate a special assessment of \$3,912.00 for trash removal and all associated penalties and interest, on the property tax bill for 3428 Lowcroft, Lansing (Tax ID #33-01-01-33-101-301); and

WHEREAS, upon filing a claim to the Committee on General Services, the claim in the amount of \$3,912.00 was denied on June 5, 2018.

THEREFORE, BE IT RESOLVED, that the City Council, hereby, denied the claim of Jayne Sutton in the amount of \$3,912.00 for trash removal and all associated penalties and interest on the property tax bill for 3428 Lowcroft, Lansing (Tax ID #33-01-01-33-101-301).

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

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

WHEREAS, the prevalence of gun violence and the increasing frequency of mass shootings presents a rising threat to the safety and wellbeing of people in Lansing and throughout the United States; and

WHEREAS, these mounting dangers are acute symptoms of the growing pervasiveness of easy access to guns, including weapons of war; and

WHEREAS, data suggests that guns are used to commit crimes ten times more often than they are used in self-defense; and

WHEREAS, gun attacks are five times more likely to result in death than attacks with any other weapons; and

WHEREAS, guns attacks result in suicides, murders, fatal accidents, or fatal domestic violence situations; and

WHEREAS; two thirds of homicides are committed using a gun; and

WHEREAS; it has been estimated that the medical, legal, and societal costs of gun violence has cost the American economy over \$100 billion dollars per year; and

WHEREAS Congress and the Michigan Legislature has refused to pass any sensible gun legislation that is supported by a majority of Americans and gun owners.

THEREFORE LET IT BE RESOLVED that the Lansing City Council urges State and Federal leaders to implement policies to reduce gun violence, fund research into the effects of gun violence and gun safety technology, increase mental health services, teach children communication and conflict resolution skills in school, enforce existing laws, expand resources to expand background checks and strengthen gun laws to protect citizens in Lansing, Michigan and the United States.

BE IT FURTHER RESOLVED that the City Council Committee on Public Safety will work with the Mayor's office to form a task force designed to research gun safety policies, priorities and ordinances that can be implemented at the local level.

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-A, 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-B, 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-C, 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-D, 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.

INTRODUCTION OF ORDINANCE

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.

DRAFT

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, July 9, 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

DRAFT

ORDINANCE # _____

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

The City of Lansing ordains:

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

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

Case Number: Z-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 thirty (30) days from the date this notice of adoption is published in a newspaper of general circulation.

THIS PAGE LEFT BLANK

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

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

Address: 3440 N. East Street

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

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

Section 3. This ordinance was duly adopted by the Lansing City Council on May 14, 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.

PASSAGE OF ORDINANCE

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.

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

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

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO 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: _____

PASSAGE OF ORDINANCE

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.

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

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

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO AMEND 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: _____

PASSAGE OF ORDINANCE

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.

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

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

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO AMEND 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: _____

PASSAGE OF ORDINANCE

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.

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

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

☐ ADOPTED

☐ FAILED

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.

14
15 Approved as to form:

16
17
18 _____
19 City Attorney
20

Dated: _____

PASSAGE OF ORDINANCE

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.

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

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

☐ ADOPTED

☐ FAILED

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO 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: _____

THIS PAGE LEFT BLANK



Chris Swope
Lansing City Clerk

June 8, 2018

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

Dear Councilmembers:

The Minutes from the Meetings of the following Boards, Commissions, and Authorities of the City of Lansing were placed on file in the City Clerk's Office and are available for review in the City Clerk's Office and at the following website:
<http://lansingmi.gov/AgendaCenter>

BOARD NAME

DATE OF MEETING

Medical Marihuana Commision

April 20, 2018

Historic District Commission

April 9, 2018
March 12, 2018

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

Sincerely,

A handwritten signature in black ink that reads "Chris Swope".

Chris Swope, CMC, CMMC
Lansing City Clerk

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

www.lansingmi.gov/clerk □ clerk@lansingmi.gov



Chris Swope

Lansing City Clerk

For Immediate Release
May 23, 2018

Media Contact:
Chris Swope 517-230-1566

Lansing Clerk's Office will provide Opportunities this Summer for the Public to try out New Voting Equipment and Register to Vote at Community Events

LANSING, MI – Lansing City Clerk Chris Swope will offer hands-on voting equipment demonstrations at community events throughout the summer, starting May 30th at the Allen Street Farmers Market.

Attendees will be able to try out the new voting equipment, register to vote, complete absentee voter applications and have their election questions answered. To make the ballot more family friendly, individuals of any age can vote on their favorite local mascot, and ice cream flavor.

"This is an important year for the State of Michigan and Lansing, as we have Gubernatorial, Secretary of State, Attorney General, Congressional, and a variety of local elections. We want to encourage more participation in our electoral process," said Clerk Swope. "In order to do so, the residents of Lansing must register to vote, and know their voting rights. We at the City Clerk's Office are coming to your neighborhoods to make that process as convenient as possible for you."

Voting Equipment Demonstrations Schedule:

Date	Event	Time	Location	Address
05/30	Allen Street Farmers Market	2 p.m. – 7 p.m.	Allen Neighborhood Center	1611 East Kalamazoo.
06/02	Be a Tourist in Your Own Town	12 p.m. – 3 p.m.	Downtown Library Branch	401 South Capitol
06/02	Voting Demonstration	2 p.m. – 4 p.m.	Antioch Church of Lansing	5430 South Washington
06/05	Voting Demonstration	10 a.m. -12 p.m.	Cedar Place Apartments	201 W. Jolly Road
06/06	Voting Demonstration	11 a.m. – 1 p.m.	South Washington Office Complex	2500 South Washington
06/07	South Lansing Farmers Market	3 p.m. – 7 p.m.	St. Casimir's Parking Lot	800 West Barnes

In addition to Voting Equipment Demonstrations, the Lansing Clerk's Office's orange tent will be popping up at community events this summer registering voters. The following dates are confirmed. July 9th is the voter registration deadline for the Primary Election.

Voting Registration Tent Schedule:

Date	Event	Time	Location
5/25 – 5/27	Cristo Rey Fiesta	Fri 4-7pm, Sat 1-5 pm, Sun 1-3pm	Cristo Rey Church
6/9	Mayors Riverwalk	9 a.m.-11 a.m.	Potter Park
6/13/	Concerts in the Park	7 p.m.-9 p.m	Turner-Dodge House Lawn
6/16	PrideFest	12 p.m.- 7 p.m.	Old Town
6/16	Lansing BeerFest	4 p.m. -9 p.m.	Reo Town
6/16	Juneteenth Celebration	10 a.m. – 3 p.m.	St. Joseph Park
6/20	Concerts in the Park	7pm-9pm	Risdale Park
6/20	Twilight Run	6 p.m.-8p.m.	River Trail, 200 Museum Dr.
6/27	Concerts in the Park	7 p.m.-9 p.m.	Ferris Park
7/4	Fourth of July Parade	10 a.m. – 12 p.m.	Capital Lawn
7/11	Concerts in the Park	7 p.m. -9 p.m.	Frances Park
7/18	Concerts in the Park	7 p.m. -9 p.m.	Fulton Park
7/25	Concerts in the Park	7 p.m. -9 p.m.	Moore's Park
8/1	Concerts in the Park	7 p.m. – 9 p.m.	Sycamore Park
6/20	Concerts in the Park	7pm-9pm	Risdale Park
6/20	Twilight Run	6 p.m.-8p.m.	River Trail, 200 Museum Dr.
6/27	Concerts in the Park	7 p.m.-9 p.m.	Ferris Park

The Clerk's Office could not attend all of these community events without the support of individual volunteers and volunteers from organizations like the Lansing Area League of Women Voters, A. Philip Randolph Institute and the Labor Council for Latin American Advancement.

###



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

Electronic Delivery

May 30, 2018

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

RE: Budget for Fiscal Year Ending June 30, 2019
Capital Forecast for Fiscal Years 2019-2024

Dear Mr. Swope:

In accordance with provisions of the Lansing City Charter, Article 5, Chapter 2, Section 5-203.5, and Section 5-203.6, a copy of the Lansing Board of Water and Light Budget for Fiscal Year ending June 30, 2019, and a copy of the Lansing Board of Water and Light Capital Improvements Plan for Fiscal Years 2019-2024 are attached for filing with your office.

The Board of Commissioners adopted the Budget and accepted the Capital Forecast for Fiscal Years 2019-2024 at a regular board meeting held May 22, 2018.

Respectfully submitted,

M. Denise Griffin
Corporate Secretary

PDF Attachment

Electronic Copy:

Dick Peffley, General Manager
Heather Shawa, Chief Financial Officer
Andy Schor, Mayor City of Lansing, MI
LBWL Commissioners
Lansing City Council President, Carol Wood, and Councilmembers

FY 2019 Income Statement by Utility

FY 2019 Income Statement	Electric	Water	Steam	Chilled Water	Total
Sales (MWh, ccf, Mlb, ton-hrs)	2,696,761,053	8,938,944	708,206	10,985	
Operating Revenue					
Residential	\$ 84,066,561	\$ 17,118,280	\$ 15,186	\$ -	\$ 101,200,027
Commercial	\$ 144,344,826	\$ 14,499,529	\$ 7,076,801	\$ 6,008,148	\$ 171,929,304
Industrial	\$ 41,025,826	\$ 2,207,253	\$ 3,173,342	\$ -	\$ 46,406,421
Wholesale	\$ 23,369,766	\$ 3,816,954	\$ -	\$ -	\$ 27,186,719
Other	\$ 12,098,013	\$ 6,321,381	\$ 1,270,459	\$ -	\$ 19,689,854
Total Operating Revenue	\$ 304,904,991	\$ 43,963,398	\$ 11,535,789	\$ 6,008,148	\$ 366,412,325
Operating Expenses					
Fuel and Purchased Power	\$ (99,490,673)	\$ (5,817,949)	\$ (4,190,244)	\$ -	\$ (109,498,866)
Depreciation	\$ (35,109,707)	\$ (7,747,189)	\$ (3,046,797)	\$ (1,530,175)	\$ (47,433,868)
Other Operating Expenses	\$ (123,880,597)	\$ (26,840,705)	\$ (3,604,596)	\$ (2,393,294)	\$ (156,719,192)
Total Operating Expenses	\$ (258,480,978)	\$ (40,405,842)	\$ (10,841,637)	\$ (3,923,469)	\$ (313,651,927)
Total Operating Income	\$ 46,424,013	\$ 3,557,555	\$ 694,152	\$ 2,084,679	\$ 52,760,399
Non Operating Income/(Expenses)					
Return on Equity to City	\$ (18,064,492)	\$ (2,596,104)	\$ (687,989)	\$ (360,489)	\$ (21,709,074)
Interest Expense	\$ (15,920,741)	\$ (2,297,098)	\$ (2,168,255)	\$ (610,635)	\$ (20,996,729)
Other Non Operating Income/(Expenses)	\$ 7,714,721	\$ 1,831,162	\$ 297,280	\$ 203,280	\$ 10,046,444
Total Non Operating Income/(Expenses)	\$ (26,270,512)	\$ (3,062,040)	\$ (2,558,963)	\$ (767,844)	\$ (32,659,359)
Total Net Income/(Loss)	\$ 20,153,501	\$ 495,515	\$ (1,864,812)	\$ 1,316,835	\$ 20,101,039
Approved Rate Increase - Effective 02/01/2019	3.0%	7.5%	7.5%	0.0%	
Return on Assets	4.92%	0.79%	-0.06%	7.02%	3.52%
Target Return on Assets	4.75%	4.75%	4.75%	4.75%	4.75%

FY 2019 Consolidated Cash Flow

Consolidated Cash Flow	FY 2019
Beginning Cash (O&M & Receiving Fund)	\$ 80,000,000
Net Income	\$ 20,101,039
Depreciation and Loss on Disposal of Assets	\$ 48,521,197
DB and VEBA	\$ (3,152,199)
Borrowing	\$ 415,297,459
Withdrawal from Reserve for Future Construction	\$ 4,000,000
Commodity Cost Adjustment	\$ (275,722)
Withdrawal from Bond Construction	\$ -
Environmental	\$ 25,153
Gas Pipeline	\$ (32,155,000)
Total Sources of Cash	\$ 452,361,928
Principal Payments on Bonds	\$ (6,820,000)
Principal Payments on Other Debt (CSO)	\$ (644,654)
Capital Expenditures (Excluding New NGCC Plant)	\$ (76,468,073)
Capital Expenditures for New NGCC Plant	\$ (113,122,831)
REP/EWR	\$ 299,849
Reserve & Designated Fund Income & Deposit	\$ (254,745,210)
Total Uses of Cash	\$ (451,500,920)
Net Cash Increase (Decrease)	\$ 861,008
Ending Cash (O&M & Receiving Fund)	\$ 80,861,008
Days Cash on Hand	160
Minimum Cash Reserve Requirement	155

FY 2019 Capital Budget Summary

Capital Budget Summary		FY 2019
Utility		
Electric	\$	32,064,391
Water	\$	10,402,000
Steam	\$	8,478,580
Chilled Water	\$	10,230
Common	\$	25,512,872
Capital Budget Excluding New NGCC Plant	\$	76,468,073
New NGCC Plant	\$	113,122,831
Total Capital Budget	\$	189,590,904
Location		
Eckert	\$	-
Erickson	\$	4,129,667
REO Plant	\$	5,758,555
T&D	\$	34,830,399
Dye/Cedar	\$	3,947,000
Chiller Plant	\$	122,000
Moore's Park	\$	1,263,580
New NGCC Plant	\$	113,122,831
Other	\$	26,416,872
Total Capital Budget	\$	189,590,904

FY 2019-2024 Capital Improvements Plan

6-Year Capital by Utility and Location	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Forecast Total
Utility							
Electric	\$ 32,064,391	\$ 24,242,093	\$ 44,684,727	\$ 37,772,928	\$ 28,482,912	\$ 41,586,739	\$ 208,833,790
Water	\$ 10,402,000	\$ 9,681,800	\$ 8,979,300	\$ 10,618,200	\$ 8,649,100	\$ 8,135,000	\$ 56,465,400
Steam	\$ 8,478,580	\$ 2,999,923	\$ 2,948,925	\$ 2,941,103	\$ 2,970,861	\$ 3,071,917	\$ 23,411,309
Chilled Water	\$ 10,230	\$ 2,212,062	\$ 2,411,513	\$ 10,952	\$ 11,204	\$ 11,204	\$ 4,667,165
Common	\$ 25,512,872	\$ 20,236,942	\$ 14,223,286	\$ 8,984,771	\$ 19,947,671	\$ 7,198,591	\$ 96,104,133
Capital Budget Excluding New NGCC Plant	\$ 76,468,073	\$ 59,372,820	\$ 73,247,751	\$ 60,327,954	\$ 60,061,748	\$ 60,003,451	\$ 389,481,797
New NGCC Plant	\$ 113,122,831	\$ 180,969,783	\$ 93,623,055	\$ -	\$ -	\$ -	\$ 387,715,669
Total Capital Budget	\$ 189,590,904	\$ 240,342,603	\$ 166,870,806	\$ 60,327,954	\$ 60,061,748	\$ 60,003,451	\$ 777,197,466
Location							
Eckert	\$ -	\$ 148,000	\$ -	\$ -	\$ -	\$ -	\$ 148,000
Erickson	\$ 4,129,667	\$ 2,069,349	\$ 772,897	\$ 861,761	\$ 702,492	\$ 33,239	\$ 8,569,405
REO Plant	\$ 5,758,555	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,758,555
T&D	\$ 34,830,399	\$ 29,669,532	\$ 50,658,661	\$ 41,865,122	\$ 37,835,485	\$ 52,606,621	\$ 247,465,820
Dye/Cedar	\$ 3,947,000	\$ 4,046,800	\$ 2,799,300	\$ 4,553,200	\$ 1,576,100	\$ 165,000	\$ 17,087,400
Chiller Plant	\$ 122,000	\$ 2,201,597	\$ 2,400,807	\$ -	\$ -	\$ -	\$ 4,724,404
Moore's Park	\$ 1,263,580	\$ 1,098,600	\$ 653,400	\$ -	\$ -	\$ -	\$ 3,015,580
New NGCC Plant	\$ 113,122,831	\$ 180,969,783	\$ 93,623,055	\$ -	\$ -	\$ -	\$ 387,715,669
Other	\$ 26,416,872	\$ 20,138,942	\$ 15,962,686	\$ 13,047,871	\$ 19,947,671	\$ 7,198,591	\$ 102,712,633
Total Capital Budget	\$ 189,590,904	\$ 240,342,603	\$ 166,870,806	\$ 60,327,954	\$ 60,061,748	\$ 60,003,451	\$ 777,197,466

DRAFT #3
May 29, 2018

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO REPEAL
CHAPTER 1034, SECTION 1034.01 THROUGH 1034.09, TO ELIMINATE THE
MEMORIAL REVIEW BOARD, ITS DUTIES AND FUNCTIONS, AND TO CANCEL THE
PROCESS AND PROCEDURE FOR NAMING OR RENAMING PUBLIC MEMORIALS
CONTAINED IN THE ORDINANCE.

THE CITY OF LANSING ORDAINS:

Section 1. That Chapter 1034, Section 1034.01-1034.09, of the Codified Ordinances of
the City of Lansing, Michigan, be and are hereby repealed in their 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 COMMITTEE ON DEVELOPMENT AND PLANNING
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

Resolution to Amend Project Completion Date for
Obsolete Property Rehabilitation Act Certificate
310 North Seymour Avenue

WHEREAS, pursuant to the Michigan Obsolete Property Rehabilitation Act, being Public Act 146 of 2000 (PA 146 of 2000), George F. Eyde Family, LLC has previously filed an application for an Obsolete Property Rehabilitation Exemption Certificate (OPRA Certificate) with the Lansing City Clerk, for an obsolete facility at 310 North Seymour Avenue, Lansing, Michigan (Obsolete Property), and

WHEREAS, the Obsolete Property is located within an Obsolete Property Rehabilitation District legally established by resolution adopted November 9th, 2015, after a public hearing was held, as provided by section 3 of PA 146 of 2000, and

WHEREAS, a public hearing was held on October 26, 2015 on the Developer's application for an OPRA Certificate, after proper notice was made, pursuant to section 4(2) of PA 146 of 2000, and

WHEREAS, the Lansing City Council approved by resolution the Developer's OPRA application on November 16, 2015 (Attachment A); and

WHEREAS, on June 7, 2016 the State Tax Commission approved the Developer's application for an OPRA Certificate (Attachment B); and

WHEREAS, the Lansing City Council approving resolution stated the rehabilitation (Project) must be completed not later than December 31, 2018 as evidenced by the issuance of a Certificate of Occupancy from the City of Lansing Building Safety Office, and

WHEREAS, the Developer has started the Project but will not be able complete the Project by December 31, 2018, and

WHEREAS, the Developer has requested the completion date be extended by one year.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council hereby approves amending the language in Item #9 of Lansing City Council RESOLUTION #2015-289 to read:

The rehabilitation must be completed not later than December 31, 2019 as evidenced by the issuance of a Certificate of Occupancy from the City of Lansing Building Safety

BE IT FURTHER RESOLVED that the City Clerk shall file a certified copy of this resolution with the State Tax Commission.

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

WHEREAS, the Mayor made the reappointments to various Boards as stated below:

Board of Public Service:

Samara E. Morgan as an At-Large Member for a term to expire June 30, 2022; and

Board of Water & Light:

Beth Graham, as a Second Ward Member for a term to expire June 30, 2022;

David Price as an At-Large Member for a term to expire June 30, 2022, and

Saginaw Street Corridor Improvement Authority:

Claire Corr, as a Member for a term to expire June 30, 2022; and

WHEREAS, the Mayor's office has verified that the nominees has been vetted and meet the qualifications as required by the City Charter; and

WHEREAS, the Committee _____ took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the reappointments to various Boards as stated below:

Board of Public Service:

Samara E. Morgan as an At-Large Member for a term to expire June 30, 2022; and

Board of Water & Light:

Beth Graham, as a Second Ward Member for a term to expire June 30, 2022;

David Price as an At-Large Member for a term to expire June 30, 2022, and

Saginaw Street Corridor Improvement Authority:

Claire Corr, as a Member for a term to expire June 30, 2022.

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

WHEREAS, the Mayor made the appointment of Jason R. Peek of 3529 Stabler St., Lansing, MI 48910 as a Second Ward Member of the Medical Marihuana Commission for a term to expire December 11, 2019; and

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

WHEREAS, the Committee _____ took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Jason R. Peek of 3529 Stabler St., Lansing, MI 48910 as a Second Ward Member of the Medical Marihuana Commission for a term to expire December 11, 2019.

RESOLUTION #2018-

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

WHEREAS, in November 2014, the Ingham County electorate approved a countywide trails and parks millage level of 50/100 (.50) of one mill to be used for the purpose of creating and maintaining a county system of recreational trails and adjacent parks trail system, which may incorporate trails or parks created by local units of government, including Lansing's River Trail, and may acquire rights of way to connect and extend existing trails; and

WHEREAS, the Ingham County Board of Commissioners Resolution #16-106 approved a second round of applications that would address new construction as identified as regional priority corridors in figure 24 of the Ingham County Trails and Parks Comprehensive Report, and special projects (including blue ways) as well as repairs, rehabilitation, and long-term maintenance projects; and

WHEREAS, the Ingham County Board of Commissioners Resolution #17-109 hereby approves entering into contracts with the City of Lansing to fund a Project Titled: Volunteer Trail Ambassador Coordinator in an amount not to exceed \$17,500.00 from the Trails and Parks Millage Fund respectively; and

WHEREAS, the Friends of Lansing Regional Trails hereby agrees to contribute \$5,000.00 additional funds toward the Volunteer Trail Ambassador Coordinator; and

WHEREAS, the Parks and Recreation Department is requesting acceptance of the Friends of Lansing Regional Trails contribution; and

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council, hereby, approves acceptance of the Friends of Lansing Regional Trails funding;

BE IT FINALLY RESOLVED, the Administration is authorized to receive the funds, create the necessary accounts, and make necessary deposits for their administration in accordance with the requirements of the grantor.

RESOLUTION #2018-xx
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the City of Lansing (City) is about to begin the second phase of its Wet Weather Control Program that will encompass and integrate the regulatory requirements of the City's Combined Sewer Overflow (CSO) Control Program, the sanitary sewer overflow (SSO) abatement requirements of Administrative Consent Order #SW02-030, and the regulatory requirements of the Municipal Separate Storm Sewer System (MS4) Program; and

WHEREAS, due to the size and cost of the overall Wet Weather Control Program, construction is being spread over multiple five-year phases; and

WHEREAS, the City intends to apply for low-interest SRF loan funding to fund construction of the water pollution control aspects of the projects in the second five-year phase; and

WHEREAS, as a requirement of the SRF Loan Program, municipalities applying for SRF loans are required to submit to the State of Michigan, Dept. of Environmental Quality, an approvable Project Plan describing the proposed sewer system improvement / environmental program projects; and

WHEREAS, this SRF Project Plan will focus on the following sewerage system projects proposed for construction in this five-year phase of the program:

- the Central Interceptor / Sycamore-Lindbergh Interceptor Rehabilitation Project;
- the CSO Subarea 034D Sewer Separation and Sanitary Sewer Rehabilitation Project;
- the CSO Subarea 034E Sewer Separation and Sanitary Sewer Rehabilitation Project; and
- the CSO Subarea 015S Sewer Separation and Sanitary Sewer Rehabilitation Project; and

WHEREAS, the estimated total project cost of these four (4) projects is \$63.5 Million; and

WHEREAS; the estimated additional monthly cost to a typical residential user for these associated SRF loans is \$7.75; and

WHEREAS, a public comment period for the draft Project Plan was available from April 30, 2018, through June 4, 2018, and a public hearing to receive public comment on the draft Project Plan was held in City Council Chambers on June 5, 2018; and

WHEREAS, all public comments received during the 30-day public comment period were considered in the development of the final Project Plan.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council formally adopts said Project Plan and agrees to implement the selected alternative.

BE IT FURTHER RESOLVED, that the City of Lansing Public Service Director, a position currently held by Andrew K. Kilpatrick, P.E., is designated as the authorized representative for all activities associated with the projects referenced above, including the submittal of said Project Plan as the first step in applying to the State of Michigan for a revolving fund loan to assist in the implementation of the selected alternative.

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

WHEREAS, adjustments are needed in the fiscal year 2017/2018 budget to allocate the budgeted vacancy factor; and

WHEREAS, medical marijuana applications have resulted in additional revenue and has required additional expenditures for application review; and

WHEREAS, Resolution 2018-026 included a budget transfer for Labor Relations from the Human Resources Department to the Mayor's Office for a full year of costs, rather than partial-year costs; and

WHEREAS, funding for the Employee's Retirement System falls below the State-defined funding threshold as established by PA 202 of 2017 and requires a corrective action plan for funding improvement; and

WHEREAS, fleet vehicles, including Code Compliance and police vehicles, are in need of replacement; and

WHEREAS, sidewalk areas and repair is a priority for the City, including tree removal and replacement; and

WHEREAS, Lansing continually strives to repair and replace playgrounds as possible with available funds for our children; and

WHEREAS, revenues are anticipated to exceed the amount budgeted for FY 2017/2018; and

WHEREAS, Downtown Lansing, Inc. has raised private revenues that can be used for increased design expenditures;

NOW, THEREFORE, BE IT RESOLVED that the following FY 2017/2018 year-end budget amendment be approved:

GENERAL FUND	Increase/ (Reduction)
<u>General Fund Revenues</u>	
Income Tax Revenue	\$ 800,000
Licenses & Permits - Medical Marijuana Application Fees	<u>85,000</u>
Change in General Fund Revenues	<u>\$ 885,000</u>
 <u>General Fund Expenditures</u>	
Mayor's Office – Personnel	\$ (60,000)
Human Resources – Personnel	60,000
City Clerk's Office – Operating	85,000
Transfer to Capital Improvement Fund (Sidewalk Repairs)	50,000
Transfer to Parks Millage Fund (Playground Equipment)	100,000
Transfer to Fleet Fund	150,000
Transfer to Fringe Benefit Fund (ERS Pension System)	<u>500,000</u>
	<u>\$ 885,000</u>
 Non-Departmental - Vacancy Factor	\$ 500,000
City Attorney's Office - Personnel (Vacancies)	(70,000)
Finance Department - Personnel (Vacancies)	(280,000)
Parks & Recreation Department - Personnel (Vacancies)	(100,000)
Human Relations and Community Services - Personnel (Vacancies)	<u>(50,000)</u>
	<u>\$ 0</u>
 Change in General Fund Expenditures	<u>\$ 885,000</u>
 DOWNTOWN LANSING, INC. FUND	
<u>DLI Fund Revenues</u>	
Miscellaneous Revenue (Design Fees)	\$ 50,000
Change in DLI Fund Revenues	<u>\$ 50,000</u>
 <u>DLI Fund Expenditures</u>	
DLI Operating	<u>\$ 50,000</u>
Change in DLI Fund Expenditures	<u>\$ 50,000</u>
 CAPITAL IMPROVEMENTS FUND	
<u>Capital Improvement Fund Revenues</u>	
Transfer from General Fund	\$ 50,000
Change in CIP Fund Revenues	<u>\$ 50,000</u>
 <u>Capital Improvements Fund Expenditures</u>	
Sidewalk Repairs	\$ 50,000
Change in CIP Fund Expenditures	<u>\$ 50,000</u>

PARKS MILLAGE FUND

Parks Millage Fund Revenues

Transfer from General Fund	<u>\$100,000</u>
Change in Parks Millage Fund Revenues	<u>\$100,000</u>

Parks Millage Fund Expenditures

Playground Equipment	<u>\$100,000</u>
Change in Parks Millage Fund Expenditures	<u>\$100,000</u>

FLEET FUND

Fleet Fund Revenues

Transfer from General Fund	<u>\$150,000</u>
Change in Fleet Fund Revenues	<u>\$150,000</u>

Fleet Fund Expenditures

Vehicles	<u>\$150,000</u>
Change in Fleet Fund Expenditures	<u>\$150,000</u>

FRINGE BENEFIT FUND

Fringe Benefit Fund Revenues

Transfer from General Fund	<u>\$500,000</u>
Change in Fringe Fund Revenues	<u>\$500,000</u>

Fringe Benefit Fund Expenditures

Additional ERS Pension Contribution	<u>\$500,000</u>
Change in Fringe Benefit Fund Expenditures	<u>\$500,000</u>

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

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, appropriates the following Public Act 302 funds received for Police Department training:

State/Federal Grants Fund
Police Officer Training – Public Act 302

\$17,724.60	State Revenue
\$17,724.60	Operations Expenses (Training – PA302)

To appropriate Public Act 302 Police training funds received from the State for sworn law enforcement officer training.

Bellini, Emma

From: Tiffinie Moore <tjurrettmoore@yahoo.com>
Sent: Wednesday, June 06, 2018 12:52 PM
To: Clerk, City; Lansing Mayor
Subject: Proposed Gambling Ordinance

Hey guess what, I could give less than a turd about a gambling ordinance that the city doesn't have money or manpower to enforce. What I would REALLY like you all to focus on is the city streets/potholes that have caused me to replace three tires on a car that is less than two years old because you aren't going to or don't have money to pay for those EITHER.

Stop the posturing over dumb crap & get to the business of handling business.

Sincerely,
T. J. Moore



CITY OF LANSING
AFFIDAVIT OF DISCLOSURE

RECEIVED

2018 JUN -8 AM 9:30

CITY CLERK

TO: CITY CLERK

DATE: 6/7/2018

I Lisa Hagen make the following disclosure under oath:
 (Name)

PLEASE CHECK THE BOX AND FILL IN THE APPROPRIATE BLANKS FOR EACH OF THE FOLLOWING ITEMS

- | | <u>Yes</u> | <u>No</u> | |
|----|-------------------------------------|-------------------------------------|--|
| 1. | ☒ | ☐ | I am an ☐ elected or ☐ appointed ☐ officer or ☒ employee of the City of Lansing holding the position of <u>Assistant City Attorney</u> in the <u>Law</u> Department |
| | ☐ | ☒ | I am an immediate family member related to an elected or appointed officer or employee of the City of Lansing named _____, holding the position of _____ in the _____ Department |
| | ☐ | ☒ | I am a Business Associate of an elected or appointed officer or employee of the City of Lansing named _____ holding the position of _____ in the _____ Department. |
| 2. | ☐ | ☒ | I may derive income or benefit directly or indirectly from the bidding of, negotiation of, solicitation of or entry into a contract with the City or from and City action detailed below. (Charter 5-505.1) |
| | ☐ | ☒ | I may have a conflict between a personal interest and the public interest, the nature of which is disclosed below. (Charter 5-505.2) [Chapter 290.04(I) of the Code of Ordinances] |
| | ☐ | ☒ | I may have a financial interest in a matter proposed to be acted upon by the City of Lansing as described below. [Chapter 290.04(I) of the Code of Ordinances] |
| | ☐ | ☒ | I make this disclosure because of a possible appearance that I may be in violation of or in conflict with the City of Lansing Ethics Ordinance as provided for in the Code of Ordinances and in the City Charter. |

3. My City of Lansing position is:
☒ Full-time ☐ Part-time (less than 25 hours/wk) ☐ Unpaid

4. PLEASE DESCRIBE IN DETAIL YOUR REASON(S) FOR SUBMITTING THIS DISCLOSURE AND EXPLAIN WHY YOU THINK A CONFLICT MAY/MAY NOT EXIST.

I have been asked to work with a Bar Examination Review company, Barbri, in the role of Attorney advisor. In this role, students studying for the bar exam who have questions on the materials - send their questions to be answered by licensed Attorneys.

I am submitting this disclosure at the request of my department head.

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

The foregoing Affidavit of Disclosure was executed on this 7 day of June, 2018.

Lisa K. Hagan
Signed

State of Michigan, County of Macomb, Acting in Ingham County

Subscribed and sworn to before me this 7th day of June, 20 18

Holly Eli
Holly Eli Notary Public/or Deputy Clerk

Macomb County, Michigan
Acting in Ingham County
My Commission Expires: 08/02/2022

ATTACHMENT TO AFFIDAVIT OF DISCLOSURE

Please provide additional information about your outside business or employment. Of special interest to the Board is how the activities of the business or employment may directly or indirectly affect the City. This disclosure is about information and is not an indication of any anticipated conflict of interest or suspected wrongdoing. Therefore, please describe for the Board what it is you actually do and be detailed and specific. You are not required to limit your disclosure only to the following questions. For each business, include in your answer such things as:

- What is the form of your business entity and what percentage do you own? I do not own the business, it is a bar review company.
0%. %
- Are you self-employed? NO.
- Who is your employer, if applicable? Barbri
- What are the things you actually do in the business? Answer questions from students studying for the bar exam.
- Who are your clients and who receives your goods or services? I do not have clients, however, Barbri enrollees pose questions online, which I answer.
- How and where are your services performed? Home, after hrs, in my free time (variable hrs depending solely on my schedule).

- How often do you do outside work? VARIES, depending on how much free time I have. Estimated 5-10 hours per month.

- Does your business or employer contract with the City? NO

- In performing your business or outside employment, do you use any City facilities or equipment? NO If so, describe: _____

- Is any of your business or employment conducted in the City? _____ If so, describe: _____

- Does your business advertisement or circulars, if any, contain any reference to the City or your City employment? NO

- Is there any additional information that you believe would assist the Board of Ethics in its review of your business or personal activities for potential conflicts of interest? NO If so, please describe: _____

In providing this additional information, the Board of Ethics asks that you give special attention to the Conflicts of Interest section of the Charter found at 5-505.1 – 5-505.3. A copy is enclosed for your convenience.