

**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 JULY 9, 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, July 9, 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 June 11 and June 25, 2018

IV. CONSIDERATION OF LATE ITEMS (Suspension of Council Rule #9 is needed to allow consideration of late items. Late items will be considered as part of the regular portion of the meeting to which they relate.)

V. TABLED ITEMS

VI. SPECIAL CEREMONIES

VII. COMMENTS BY COUNCIL MEMBERS AND CITY CLERK

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

IX. SPEAKER REGISTRATION FOR PUBLIC COMMENT ON LEGISLATIVE MATTERS

X. MAYOR'S COMMENTS

XI. SHOW CAUSE HEARINGS

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

A. SCHEDULED PUBLIC HEARINGS

1. In consideration of Z-3-2018; 1030 & Part of 1048 Pierpont Street, Rezoning from "DM-4" Residential District to "G-2" Wholesale District

2. In consideration of Act-3-2018; Sale of Lansing Board of Water and Light Substation, 1609 N. Larch
3. In consideration of Act-12-2012; Red Cedar Development, Amended and Restated Real Estate Purchase and Development Agreement, Continental/Ferguson Lansing, LLC
4. In consideration an Ordinance to eliminate the Cable Advisory Board and its duties and functions
5. In consideration an Ordinance to eliminate the permanent location of the Lansing City Market
6. In consideration an Ordinance to eliminate the Memorial Review Board, its duties and functions, and to cancel the process and procedure for naming or renaming public memorials

XIII. COUNCIL CONSIDERATION OF LEGISLATIVE MATTERS

A. REFERRAL OF PUBLIC HEARINGS

B. CONSENT AGENDA

1. BY COUNCIL MEMBERS DUNBAR, GARZA, HUSSAIN, JACKSON, SPADAFOR, SPITZLEY, WASHINGTON, WOOD
 - a. Tribute; in recognition of July 1st Youth Voter Engagement
2. BY THE COMMITTEE OF THE WHOLE
 - a. Confirmation of Appointment; Jason Peek as the Second Ward Member of the Medical Marijuana Commission for a term to expire December 11, 2019
 - b. Corridor Façade Grant Implementation Area & Requirements
 - c. No Confidence in the current composition of the Lansing Housing Commission Board of Commissioners
 - d. Correction to Resolution 2018-169; Revocation of Liquor License for Singh Pub & Grill Inc./Binni's Bar & Grill Inc., 820 W. Miller Rd.

D. REPORTS FROM COUNCIL COMMITTEES

E. ORDINANCES FOR INTRODUCTION and Setting of Public Hearings

1. BY THE COMMITTEE ON PUBLIC SAFETY

- a. An Ordinance to add gambling, gambling operations and gaming as disorderly premises; to declare any such activity or premises as a public nuisance; to provide for the forfeiture of personal property used in the conduct of such prohibited activities

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
- 2. Letter(s) from the Mayor re:
 - a. Appointment; Yanice Jackson-Long as a City of Lansing Member of the Potter Park Zoo Board for a term to expire June 30, 2021
 - b. Reappointments; six individuals to various Boards and Commissions
 - c. Appointment; Jaclyn Lillis-Warwick as an At-Large Member of the Historic District Commission for a term to expire June 30, 2021
 - d. Budget Amendment; Offender Success Program

B. COMMUNICATIONS AND PETITIONS, AND OTHER CITY RELATED MATTERS

- 1. Claim Appeal; Claim #1574, Anneli and Thang Mung for trash violation fees at 1939 Cumberland Rd for \$1374

XVI. MOTION OF EXCUSED ABSENCE

XVII. REMARKS BY COUNCIL MEMBERS

XVIII. REMARKS BY THE MAYOR OR EXECUTIVE ASSISTANT

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

XX. ADJOURNMENT



CHRIS SWOPE, CITY CLERK

Persons with disabilities who need an accommodation to fully participate in this meeting should contact the City Clerk's Office at (517) 483-4131 (TDD (517) 483-4479). 24 hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodation requests.

CITY OF LANSING
NOTICE OF PUBLIC HEARING

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

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

The Lansing City Council will hold a public hearing on Monday, July 9, 2018 at 7:00 p.m. in Council Chambers, 10th Floor, Lansing City Hall, 124 W. Michigan Avenue, Lansing, Michigan to consider **Z-3-2018**. This is a request by AMERCO Real Estate Co. to rezone the property at 1030 Pierpont Street and the west, approximately 3.1 acres of the property at 1048 Pierpont Street from “DM-4” Residential to “G-2” Wholesale District. The purpose of the rezoning is to permit the subject property to be used for a self-storage facility and a truck/trailer sharing facility with related retail uses.

For more information, please call Lansing City Council at 517-483-4177. If you are interested in this matter, please attend the public hearing or send a representative. Written comments will be accepted between 8 a.m. and 5 p.m. on City business days if received before 5 p.m., Monday, July 9, 2018 at the City Clerk’s Office, Ninth Floor, City Hall, 124 West Michigan Ave., Lansing, MI 48933 or email city.clerk@lansingmi.gov.

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

ORDINANCE # _____

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

The City of Lansing ordains:

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

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

Case Number: Z-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.

GENERAL INFORMATION

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

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

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

EXISTING LAND USE: Vacant Hotel Building/Parking Lot

EXISTING ZONING: “DM-4” Residential District

PROPOSED ZONING: “G-2” Wholesale District

PROPERTY SIZE: Irregular Shape – 4.813 acres

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

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

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

DESCRIPTION:

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

AGENCY RESPONSES

BWL:

Building Safety: No objections.

Development Office:

Fire Marshal:

Parks & Recreation: No comments.

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

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

COMPATIBILITY WITH SURROUNDING LAND USE:

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

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

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

COMPLIANCE WITH MASTER PLAN:

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

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

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

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

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

IMPACT ON VEHICULAR AND PEDESTRIAN TRAFFIC:

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

IMPACT ON PUBLIC FACILITIES:

The site is served by all necessary public facilities.

ENVIRONMENTAL IMPACT:

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

IMPACT ON FUTURE PATTERNS OF DEVELOPMENT:

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

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

SUMMARY

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

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

RECOMMENDATIONS

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

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

Respectfully Submitted,

**Susan Stachowiak
Zoning Administrator**

AS-SURVEYED PERIMETER DESCRIPTION AS REQUESTED BY CLIENT:

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

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

SUBJECT TO ANY EASEMENTS, RESTRICTIONS OR RESERVATIONS OF RECORD.

AMERCO[®]

REAL ESTATE COMPANY

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

Narrative Project Summary

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

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

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

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

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

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

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

The U-Haul Store:

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

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

Significant Policies:

- Hours of Operation:

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

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

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

Traffic Study:

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

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

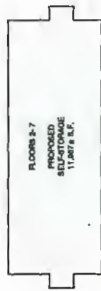
U-Haul looks forward to working with the City of Lansing as you consider the petition for re-zoning we are currently submitting.

Sincerely,

Holly Reading Keilman
AMERCO Real Estate - Planner



AERIAL

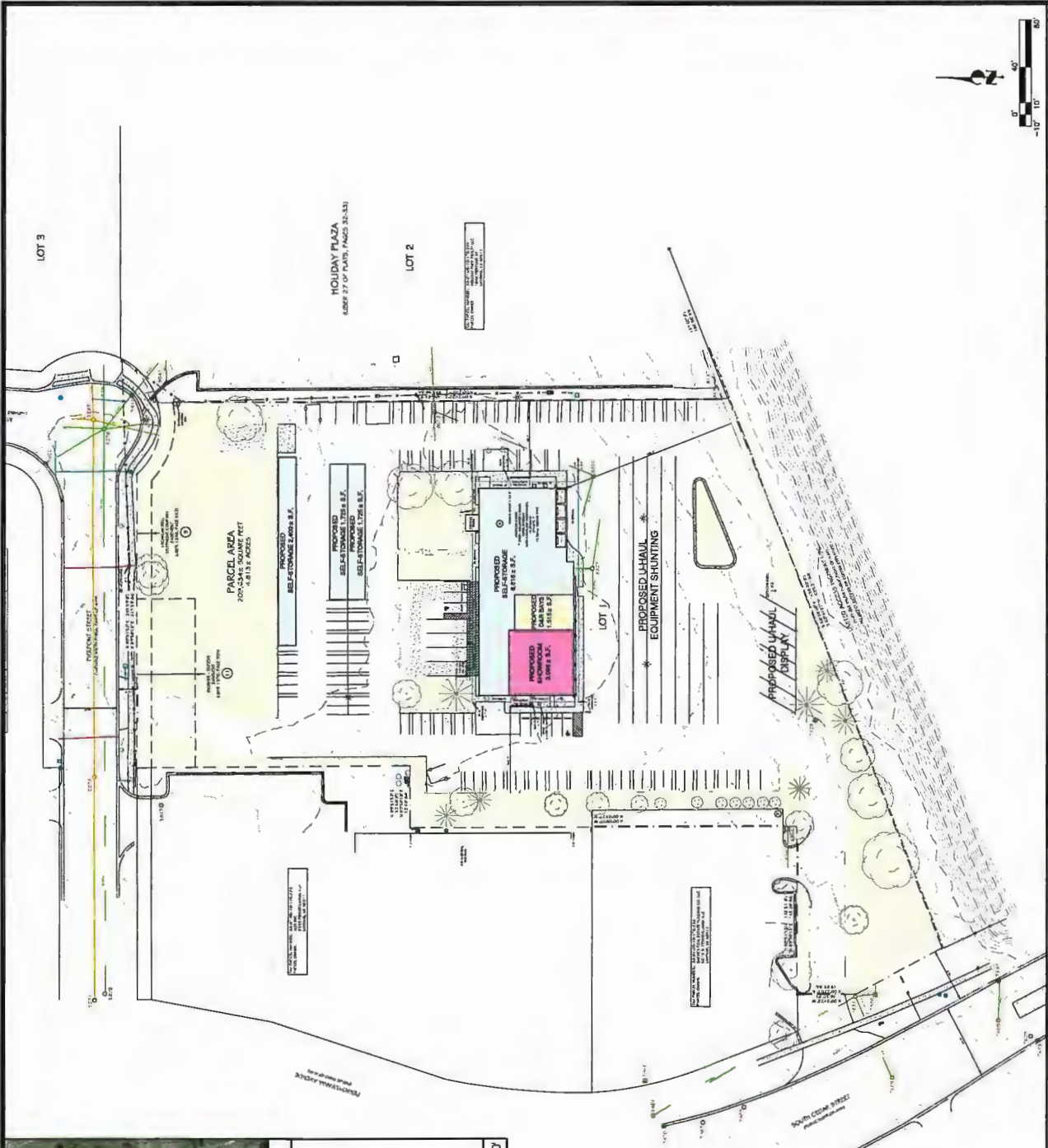


FLOORS 2-7
PROPOSED
SELF-STORAGE
11,687 S.F.

N.T.S.

FLOORS 2-7

SCALE: 1"= 40'



PRELIMINARY SITE PLAN

SHEET NO. 1		ARCHITECT: JDOE		AMERCO REAL ESTATE COMPANY 1771 SOUTH CREEK ROAD LANSING, MI 48011 P: (800) 241-4002	
REVISIONS:		PROFESSIONAL SEAL: (Seal area)		SITE ADDRESS: U-HAUL SOUTH LANSING 1000 PERCOTT DR LANSING, MI 48011	
DRAWN: JDOE CHECKED: JDOE DATE: 10/1/11		SHEET CONTENTS: PRELIMINARY SITE PLAN		751075 SP-1	

Legend

— roads_final

FEMA Flood Zones

Flood Zone

0.2 PCT ANNUAL CHANCE FLOODING (ACF)

A
AE

Tax Parcels



Legend

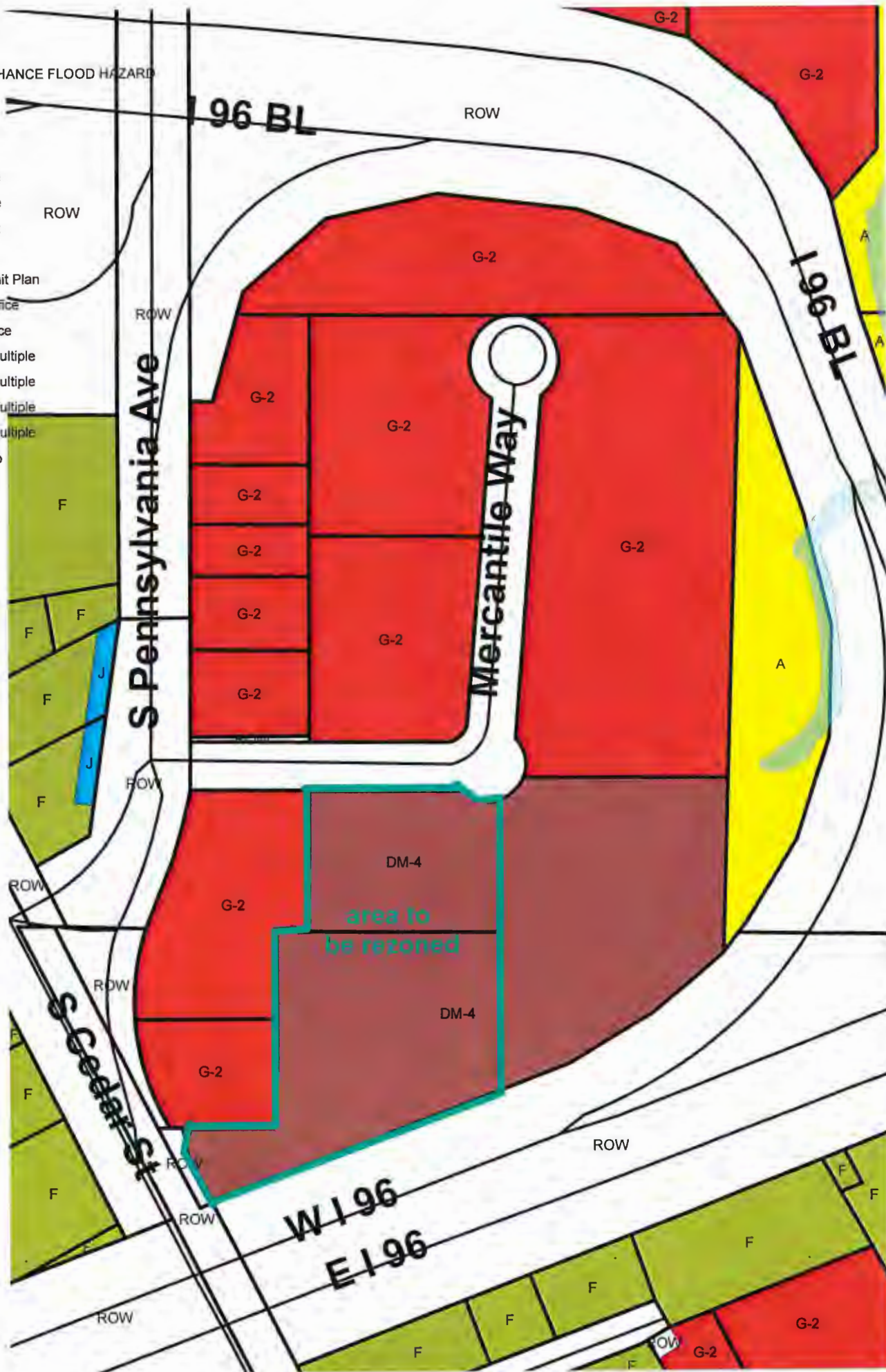
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FEMA Flood Zones

Flood Zone

0.2 PCT ANNUAL CHANCE FLOOD HAZARD

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



**CITY OF LANSING
NOTICE OF PUBLIC HEARING**

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

The Lansing City Council will hold a public hearing on Monday, July 9, 2018, at 7:00 p.m, in the City Council Chambers, 10th Floor City Hall, 124 W. Michigan Ave., Lansing, Michigan, to consider a resolution selling the parcel commonly known as 1609 N. Larch Street, Sale of Former Board of Water and Light Substation, specifically described as:

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

Details of the sale are on file with the City Clerk's Office and are available at Ninth Floor, City Hall, 124 West Michigan Ave. or www.lansingmi.gov/clerk. For more information about this sale, phone City Council Offices on City business days, Monday through Friday, between 8 a.m. and 5 p.m. at 483-4177.

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

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

STAFF REPORT

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

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

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

Because:

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

The staff still recommends approval of the proposed sale.

GENERAL INFORMATION

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

STATUS OF APPLICANT: Owner

EXISTING LAND USE: BWL Property - Substation

EXISTING ZONING: "I" Heavy Industrial District

PROPOSED ZONING: No change

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

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

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

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

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

AGENCY RESPONSES

Assessors: No response received yet.

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

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

Building Safety: No objections.

City Attorney: No response received yet.

Code Compliance: No comments.

Comcast: Clean. No plant.

Consumers Energy: No response received yet.

Development: No comment.

North Lansing
Community
Association: No response received yet.

Fire Marshal: No issues with the proposed request.

Ingham County
Drain Commission: No comments.

AT&T: No response received yet.

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

Police: This is not a police issue.

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

Trans. Engr.: No comments or requirements.

BACKGROUND:

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

ANALYSIS

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

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

LOCATION

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

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

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

CHARACTER:

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

EXTENT

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

SUMMARY

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

STAFF RECOMMENDATION

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

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

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

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

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

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

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

Resolution 2007-9-14

H. LARCH SUBSTATION TO BE DECLARED SURPLUS

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

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

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

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

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

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

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

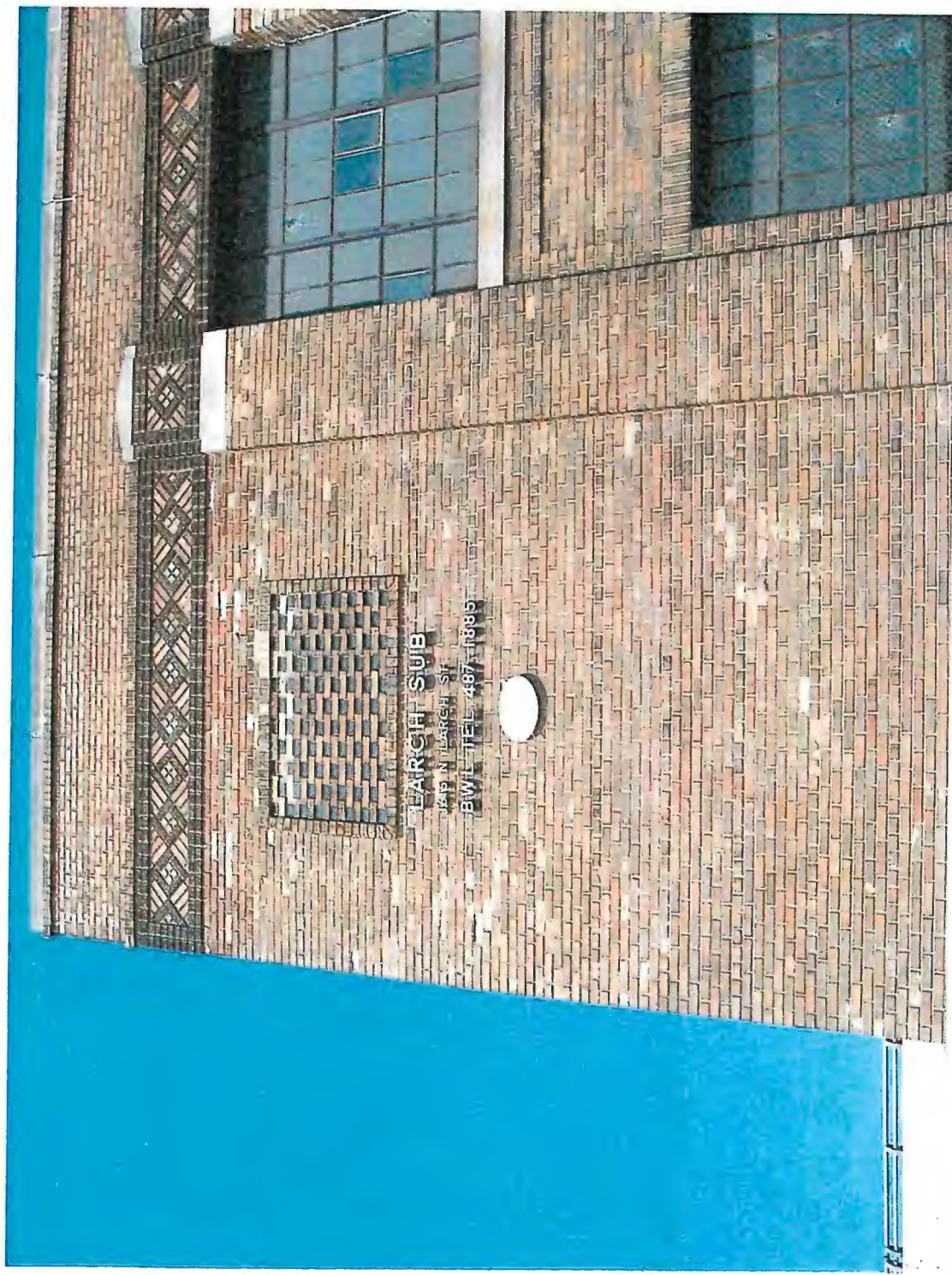
FURTHER RESOLVED, That this sale is expressly conditioned upon compliance with the Lansing City Charter or Codified Ordinances of the City of Lansing, including approval of the sale by the Lansing City Council.

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

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

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

Action: Carried unanimously.



LARCH SUITE

149 N LARCH ST

BWINGTEL 487-1885

INDUSTRIAL SERVICES



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

1609 N. Larch Street, Lansing, Michigan



PREPARED BY

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Executive Summary



EXECUTIVE SUMMARY

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

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

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

Property Information



AERIAL



M= MELLING

D= DEMMER

Property Information



AERIAL

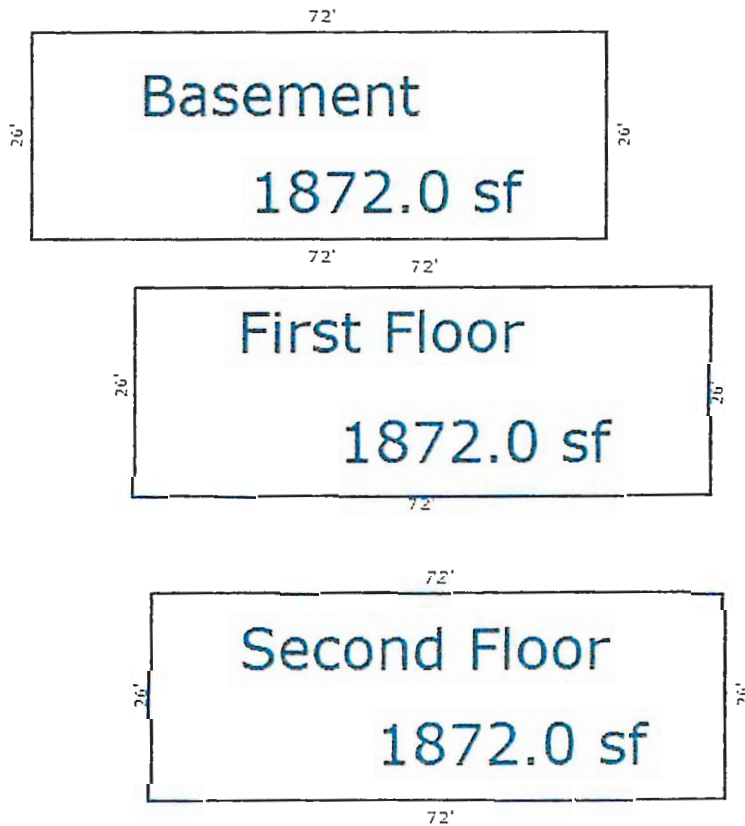


Property Information



BUILDING SKETCH

N LARCH ST

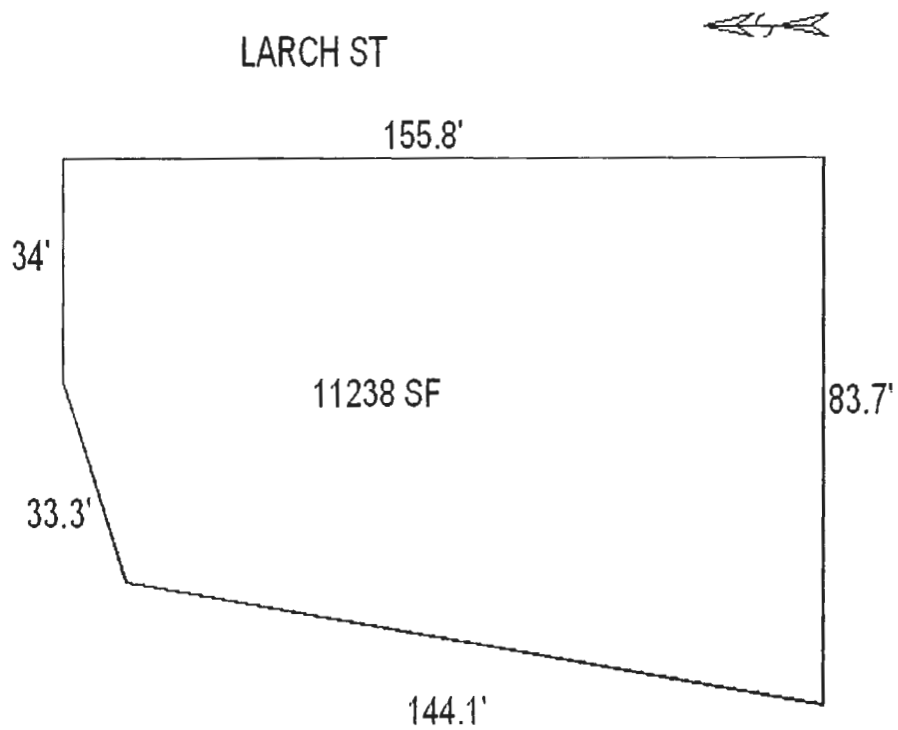


PROPERTY INFORMATION | PAGE 4



Property Information

LAND SKETCH





Property Information

VALUATION

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

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

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

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

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

Statement of Disclosure



DISCLOSURE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CITY OF LANSING
NOTICE OF PUBLIC HEARING**

Act-12-2012, Sale of Red Cedar Property

The Lansing City Council will hold a public hearing on Monday, July 9, 2018, at 7:00 p.m., in the City Council Chambers, 10th Floor City Hall, 124 W. Michigan Ave., Lansing, Michigan, to consider a resolution selling the parcel commonly known as Red Cedar Property, specifically described as:

Act-12-2012, as amended, a portion of Red Cedar Park, E. Michigan Ave., Sale of approximately 35.57 acres of land formerly operated as Red Cedar Golf Course

Details of the sale are on file with the City Clerk's Office and are available at Ninth Floor, City Hall, 124 West Michigan Ave. or www.lansingmi.gov/clerk. For more information about this sale, phone City Council Offices on City business days, Monday through Friday, between 8 a.m. and 5 p.m. at 483-4177.

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

Andy Schor
Mayor



City Hall - 9th Floor
124 W. Michigan Avenue
Lansing, MI 48933-1694
PH: 517.483.4141 – FAX: 517.483.6066
Lansing.Mayor@lansingmi.gov

OFFICE OF THE MAYOR
CITY OF LANSING, MICHIGAN

To: City Council

From: Mayor Andy Schor

Re: First Amendment to Amended and Restated Red Cedar Development Agreement

Date: June 21, 2018

Attached for your consideration is the First Amendment to the Amended and Restated Red Cedar Development Agreement that was placed on file on February 27, 2018. I am very encouraged by the recent changes offered by the developer, and excited to present them to you.

Several of the changes in the Amendment were discussed at the Committee of the Whole meeting on June 4, 2018. You asked our City Attorney to draft a document containing those changes for formal consideration. The Amendment contains those changes. However, there is a new, major advancement from the City's perspective.

Through continued discussion, the Developer has agreed to take on all bonding obligations for the project. The City's proposed 10.7 million dollar bonding for the project, which was already a significant reduction from the 2014 agreement, has been completely removed. This eliminates the City's direct financial exposure, and simplifies the overall bonding structure of the project.

Also as requested, the Amendment clarifies the language in Section 5.9 dealing the Prevailing Wage and Local Labor components. You will see that Prevailing Wage is addressed first, and Local Labor now has its own paragraph that incorporates and clarifies how the Local Labor Agreement of June 4, 2018 fits within the overall Agreement.

The City Attorney also created a redline of the Agreement on file, showing the effects of the Amendment. This is not an official document to be signed, but it is attached so that the Amendment can be more clearly understood.

AMENDED AND RESTATED REAL ESTATE PURCHASE AND DEVELOPMENT
AGREEMENT

THIS AMENDED AND RESTATED REAL ESTATE PURCHASE AND DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of the ____ day of _____, 2018, by and between the CITY OF LANSING, a Michigan municipal corporation (the "City") and CONTINENTAL/FERGUSON LANSING, LLC, a Delaware limited liability company ("Developer"). The City and Developer are individually each a "Party" and collectively the "Parties."

RECITALS

A. The City, Developer, the Lansing Economic Development Corporation ("LEDC"), the Lansing Brownfield Redevelopment Authority ("LBRA"), Joel Ferguson ("Ferguson"), and Frank Kass ("Kass") entered into that certain Real Estate Purchase and Development Agreement dated November 6, 2014 (the "November 2014 Agreement").

B. The City is a municipal corporation organized and existing under and pursuant to the Michigan Home Rule Cities Act, 1909 PA 279, as amended (M.C.L. §§ 117.1 *et seq.*), and exercising all of the powers provided for therein and pursuant to Lansing City Charter, approved August 8, 1978, and as subsequently amended.

C. Developer is a Delaware limited liability company authorized to do business in Michigan.

D. By entering into this Agreement, the City and Developer desire to amend and restate the terms of the November 2014 Agreement and, in so doing, remove LEDC, LBRA, Ferguson, and Kass as parties to the Agreement.

E. The City owns the following parcels of real property:

1. The approximately 35.57- acre parcel described on Exhibit A-1 ⁺attached hereto and made a part hereof (the "Purchase Property"), which consists of the following:
 - a. The approximately 30.77-acre parcel described on Exhibit A-1-A attached hereto and made a part hereof (the "Red Cedar Property");
 - b. The approximately 1.52-acre parcel described on Exhibit A-1-B attached hereto and made a part hereof (the "Supplemental Parcel");
 - c. The approximately 3.28-acre parcel described on Exhibit A-1-C attached hereto and made a part hereof (the "Corner Parcel"); and
2. The approximately 19.90 acre parcel described on Exhibit A-2 attached hereto and made a part hereof (the "Park Property").

F. The voters of the City, by ballot proposals on November 8, 2011, and November 6, 2012, authorized the City to sell the Red Cedar Property and the ~~Supplement~~ Supplemental Parcel.

G. Developer desires to purchase the Red Cedar Property, Supplemental Parcel, and Corner Parcel (collectively, the "Purchase Property") from the City.

H. The City desires that Developer purchase and develop the Purchase Property as a mixed-use project, including an infrastructure of roads and utilities, and construct certain improvements on the Park Property, as provided herein (the "Project").

I. On November 25, 2015, the City and Developer entered into a Real Estate Purchase Agreement (the "Sparrow Health Purchase Agreement") to sell the Corner Parcel and Supplemental Parcel to Edward R. Sparrow Hospital Association ("Sparrow Health"). The Sparrow Health Purchase Agreement, as amended, has expired and is of no further force or effect.

J. The Red Cedar Property and the Park Property are located in a floodplain and floodway and may be the subject of environmental contamination (collectively, the "Preexisting Conditions"). Because these Preexisting Conditions may inhibit and directly affect development of the Red Cedar Property and the construction of certain improvements on the Park Property, certain infrastructure improvements and remediation at additional costs will be required to address the Preexisting Conditions, as set forth in this Agreement.

K. The Purchase Property is located within the Montgomery Drainage District, which is a drainage district within the meaning M.C.L. § 280.5. The City has requested the Ingham County Drain Commissioner undertake a proposed drain project on the Montgomery Drain of the Montgomery Drainage District, and it is the expectation of the parties that any and all action taken in relation to such proposed drain project will be consistent with the Drain Code of 1956, M.C.L. §§ 280.1, *et. seq.*

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Parties agree as follows:

ARTICLE 1

SALE AND PURCHASE TERMS

1.1 SALE. Subject to the City's governing body approving this Agreement, the City agrees to sell to the Developer, and the Developer agrees to purchase from the City, the Purchase Property subject to the terms and conditions set forth herein.

1.2 PURCHASE PRICE. Developer shall pay to the City for the Purchase Property the stipulated purchase price of Two Million Two Hundred Thousand and 00/100 Dollars (\$2,200,000.00) (the "Purchase Price"), which amount shall be paid at the Closing in full by wire transfer or cashier's check of immediately available funds.

1.3 DUE DILIGENCE

1.3.1 TITLE.

(a) Developer acknowledges that it has had the opportunity to review a title commitment prepared by Fidelity National Title Insurance Company (the "Title Company") for the Red Cedar Property and Supplemental Parcel identified as Commitment No. 16-110260 (the "Commitment") and hereby accepts title to the Red Cedar Property and Supplemental Parcel subject to the matters of record, exceptions and restrictions identified therein. Subject to the removal of the right of reverter and the release of State of Michigan's subsurface rights to the Corner Parcel, Developer shall accept title to the Corner Parcel in the condition that exists as of this date. In the event the City is unable or unwilling to obtain the release of the State of Michigan subsurface rights on or before May 1, 2018, Developer agrees to accept the Corner Parcel at closing subject to said reservation.

(b) The Title Company, and the Title Policy will be issued with standard exceptions (except for any survey exception that Developer removes by providing a survey to the Title Company).

1.3.2 ACCESS. At all times prior to the Closing during the term of this Agreement, upon not less than two (2) business days prior notice to the City, Developer, its agents and representatives, shall be entitled to inspect, examine, review, consider and investigate the Purchase Property and Park Property and all matters relating thereto. If, as a result of Developer's exercise of its rights under this Section 1.3.2, any damage or physical change occurs to the Purchase Property, Park Property, or adjoining lands, then Developer shall promptly repair such damage or return such property to its original condition, at Developer's sole cost and expense, so as to return any property so damaged to substantially the same condition as existed prior to such damage or physical change and such obligation shall survive the termination or expiration of this Agreement. Developer shall furnish evidence of liability insurance of Developer and Developer's contractors in amounts reasonably acceptable to the City prior to entry on the Purchase Property or Park Property.

1.4 CONDITION OF PROPERTY. Except as expressly set forth in this Agreement and those required to be given under the deed, it is understood and agreed that City is not making and has not at any time made any warranties or representations of any kind or character, expressed or implied, with respect to the Purchase Property and such investigations of the Park Property, for work performed by Developer on the Park Property, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, title, zoning, tax consequences, soil conditions, subsurface conditions, latent or patent physical or environmental conditions, conditions for flooding, utilities, operating history, valuation, governmental approvals, the compliance of the property with governmental laws, the truth, accuracy or completeness of the property documents, or any other matter or thing regarding the Purchase Property or Park Property. Developer acknowledges and agrees that upon closing City shall sell and convey to Developer and Developer shall accept the Purchase Property "as is, where is, with all faults", except to the extent expressly provided otherwise in this Agreement. Developer has not relied and will not rely on, and City is not liable for or bound by, any expressed or implied warranties, guaranties, statements, representations or information pertaining to the property or relating thereto made or furnished by City or any agent representing or purporting to represent City, to whomever made or given, directly or indirectly, orally or in writing, unless specifically set forth in this Agreement. Developer represents to City that Developer has conducted, or will conduct prior to closing, such investigations of the Purchase Property and Park Property, including

but not limited to, the physical and environmental conditions thereof, as Developer deems necessary to satisfy itself as to the condition of the property and the existence or nonexistence or curative action to be taken with respect to any hazardous or toxic substances on or discharged from either property, and will rely solely upon same and not upon any information provided by or on behalf of City or its agents or employees with respect thereto, other than such representations, warranties and covenants of City as are expressly set forth in this Agreement in Article 4. Upon closing, Developer shall be deemed to have waived, relinquished and released City from and against any and all claims, demands, causes of action, in law or in equity (including but not limited to causes of action in tort and contract), losses, damages, liabilities, costs and expenses (including attorneys' fees and court costs) of any and every kind or character, known or unknown, which Developer might have asserted or alleged against City at any time by reason of physical conditions or violations of any applicable laws (including, without limitation, any environmental laws) relating to the Purchase Property or for work performed by Developer on the Park Property.

ARTICLE 2

CLOSING

2.1 TIME AND PLACE FOR CLOSING. The closing on the conveyance of the Purchase Property to Developer contemplated herein shall occur within ~~sixty (60)~~thirty (30) days following the satisfaction (or waiver) of all conditions precedent set forth in Section 2.4.1 and 2.4.2 (Closing). If all conditions identified in Section 2.4.1 and 2.4.2 hereof are not met or waived by ~~September-November~~ 30, 2018, this Agreement shall be deemed terminated and without any further force or effect (except for those obligations that are specifically stated in this Agreement to survive its termination), without any action required by either party. The Closing shall occur at a mutually agreeable time and date at the office of the Title Company or such other location as mutually agreed upon by the City and the Developer.

2.2 CLOSING DELIVERABLES.

2.2.1 CITY CLOSING DELIVERABLES. The City shall deliver to the Title Company, on or before the date of Closing, the following documents (collectively, the "City Closing Deliverables"):

- (a) A quit claim deed (the "**Quit Claim Deed**");
- (b) A certificate made by the City stating that the representations and warranties set forth in Article 4 are true and correct as of the date of Closing;
- (c) Duplicate counterparts to a closing statement identifying the closing costs;
- (d) Duplicate counterparts to the Parks Agreement identified in Section 5.8; and
- (e) All documents reasonably required by the Title Company to issue the Title Policy.

2.2.2 DEVELOPER CLOSING DELIVERABLES. The Developer shall deliver to the Title Company, on or before the date of Closing, the following monies and documents (collectively, the "Developer Closing Deliverables"):

(a) The Purchase Price, plus all closing costs pursuant to the terms of this Agreement, including but not limited to the City's legal fees;

(b) A certificate made by the Developer stating that the representations and warranties set forth in Article 3 are true and correct as of the date of Closing;

(c) Proof of Developer's authority and authorization to enter into this Agreement and perform Developer's obligations under this Agreement as may be reasonably required by the Title Company;

(d) Duplicate counterparts to a closing statement identifying the closing costs;

(e) Duplicate counterparts to the Parks Agreement; and

(f) All documents reasonably required by the title Company in order to issue the Title Policy.

2.3 CLOSING COSTS.

2.3.1 TAXES AND SPECIAL ASSESSMENTS. The Purchase Property will be exempt from taxation at the time of Closing. The Developer understands that the Purchase Property shall be placed on the appropriate tax rolls on the 31st day of December immediately following the sale of the Purchase Property. The Developer shall be responsible for the payment of all taxes, special assessments, and other fees which occur subsequent to the date of Closing, as well as any assessments allocated to the Purchase Property as a result of the Montgomery Drain District, regardless of the date of imposition of such assessments.

2.3.2 TITLE INSURANCE. The Developer shall pay the premium for the Title Policy, any Lender's Policy of Title Insurance, and the cost of any endorsements to either.

2.3.3 RECORDING FEES. Developer shall pay all costs associated with recording the Quit Claim Deed.

2.3.4 ESCROW FEES AND OTHER CLOSING COSTS. Developer shall be responsible for 100% of any and all escrow fees or other closings costs charged by the Title Company.

2.3.5 SURVEYS. Developer shall pay the cost of any surveys or drawings which it obtains or which may be reasonably requested by the City for the purpose of obtaining approvals related to the Project.

2.4 CONDITIONS PRECEDENT TO CLOSING.

2.4.1 Developer's obligation to Close is and shall be conditioned on the following conditions being satisfied or waived by the Developer by the applicable deadline (collectively, the "Developer Conditions Precedent"):

(a) Developer shall have obtained a joint permit from the MDEQ and the U.S. Army Corps of Engineers and necessary permits from the Ingham County Drain Commissioner for the Drainage Improvements (as defined in Section 2.4.2(n));

(b) the City shall have approved the Conceptual Drawings of the building(s) to be located on the Purchase Property;

(c) The City through its Planning and Neighborhood Development Department Site Plan Review Process shall have approved Site Plan for the Purchase Property; provided, however, that nothing herein contained constitutes a representation nor warranty that such Site Plan will be approved pursuant to the City Planning and Neighborhood Development Department Site Plan Review Process;

(d) The City shall have reviewed and approved the Park Property Riverwalk Plan and the City Lansing Park Board shall have reviewed and provided comments thereto;

(e) The City through its Planning and Neighborhood Development Department Site Plan Review Process shall have approved Site Plans for the Park Property Riverwalk; provided, however, that nothing herein contained constitutes a representation nor warranty that the Park Property Riverwalk Site Plans will be approved pursuant to the City Planning and Neighborhood Development Department Site Plan Review Process;

(f) In connection with the terms for funding the Project as set forth in Article 7, the City and LBRA shall have further approved the Brownfield Plan and Act 381 Work Plan, to be closed at a time mutually agreed upon between the City and Developer; provided, however, that nothing herein contained constitutes a representation or warranty that the Brownfield Plan or Act 381 Work Plan will be approved by the governing bodies of the City and/or LBRA;

(g) The Brownfield Plan and the Act 381 Work Plan shall have received all other necessary state and local approvals;

(h) The City shall have delivered to the Title Company the City Closing Deliverables.

(i) The City shall be in compliance with all of its obligations under this Agreement;

(j) The City of East Lansing shall have adopted a resolution or resolutions vacating the public right-of-way and properly filed the same pursuant to M.C.L. 560.257 with respect to those portions of Reniger Court and Church Street presently within the City of East Lansing limits and within the Purchase Property;

(k) The City shall have adopted a resolution vacating the public right-of-way and properly filed same pursuant to M.C.L. 560.257 with respect to the portion of Church Street within the area of the Purchase Property and within the limits of the City.

2.4.2 The City's obligation to Close on the Purchase Property is and shall be conditioned on the following conditions being satisfied or waived by the City by the applicable deadline (collectively, the "City Conditions Precedent"):

(a) The City shall have approved the Conceptual Drawings of the building(s) to be located on Purchase Property;

(b) The City through its Planning and Neighborhood Development Department Site Plan Review Process shall have approved Site Plans for the Purchase Property provided, however, that nothing herein contained constitutes a representation nor warranty that such site plans will be approved pursuant to the City Planning and Neighborhood Development Department Site Plan Review Process;

(c) The City shall have reviewed and approved the Park Property Riverwalk Plans and Specifications and the City Lansing Park Board shall have reviewed and provided comments thereto;

(d) The City through its Planning and Neighborhood Development Department Site Plan Review Process shall have approved site plans for the Park Property Riverwalk; provided, however, that nothing herein contained constitutes a representation nor warranty that the Park Property Riverwalk site plans will be approved pursuant to the City Planning and Neighborhood Development Department Site Plan Review Process;

(e) The City's approval of the Developer's Project Schedule, which shall contain at least all the project requirements set forth in Sections 5.1.1, 5.1.2, 5.1.3, and herein, and shall contain affirmative representation from the Developer that there is no known information, up to and at Closing, such that Completion of Constructions will not be completed within the timeframes set forth ("Project Schedule").

(f) Each of the representations and warranties made by Developer in Article 3 of this Agreement and elsewhere in this Agreement shall be true and correct as of the date of Closing;

(g) Developer shall have delivered to the Title Company the Developer Closing Deliverables;

(h) Developer shall be in compliance with all of its obligations under this Agreement and any other agreement required herein, and Developer, its principals, and any entities controlled by any of Developer's principals or whose obligations are guaranteed by Developer's principals shall be in compliance with all of their obligations under any other agreement with the City.

(i) In connection with the terms for funding the Project as set forth in Article 7, the City and LBRA shall have satisfied themselves that the Project will generate sufficiently capture of taxes in an amount necessary to: (i) timely make all payments required under the terms of the LBRA Bonds (as defined below) and this Agreement; (ii) enable the Developer to make all payments required pursuant to the terms of the Additional Funding (as defined below); and (iii) to distribute the tax capture in accordance with the allocations and for the purposes more particularly set forth in Article 7;

(j) In connection with the terms for funding the Project as set forth in Article 7, Developer shall have obtained the funding to pay for the Additional Funding (as defined below) in accordance with the Brownfield Plan, and provided evidence of same satisfactory to the City in its reasonable discretion, which evidence may include the depositing of the proceeds of such Additional Funding into a controlled account; and

(k) In connection with the terms for funding the Project as set forth in Article 7, the City and LBRA shall have further approved the Brownfield Plan and Act 381 Work Plan, to be closed at a time mutually agreed upon between the City and Developer; provided, however, that nothing herein contained constitutes a representation or warranty that the Brownfield Plan or Act 381 Work Plan will be approved by the governing bodies of the City and/or LBRA;

(l) The City shall have approved all documentation related to the issuance of the LBRA Bonds (as defined in Section 7.3); provided, however, that nothing herein contained constitutes a representation nor warranty that the documents related to the issuance of the LBRA Bonds will be approved by the City;

(m) The Brownfield Plan and the Act 381 Work Plan shall have received all other necessary state and local approvals;

(n) The Ingham County Drain Commissioner shall have substantially completed the Montgomery Drain District drainage design documents for the proposed Montgomery Drain District improvements (the "Drainage Improvements");

(o) Developer and City shall have agreed upon a mutually agreeable Parks Agreement as provided in Section 5.8;

(p) By ~~May-September~~ 1, 2018, Developer shall have procured and provided to the City an economic impact study prepared by Public Sector Consultants, Inc. or other such entity designated by the City.

2.4.3 In the event that any of the conditions precedent contained in Sections 2.4.1 and 2.4.2 have not been met, extinguished, waived in writing, or extended in writing, by mutual agreement, this Agreement shall be terminated upon written notice of either party to the other and this Agreement will be null and void except for obligations that are provided to expressly survive the termination or expiration of this Agreement.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF DEVELOPER

As a material inducement for execution of this Agreement by the City, Developer represents and warrants to the City as follows, as of the date hereof and as of the date of Closing:

3.1 ORGANIZATION. The Developer is duly organized under the laws of the State of Delaware and is authorized to do business in the State of Michigan.

3.2 AUTHORITY. The Developer has (i) all power and authority to enter into this Agreement and perform its covenants and obligations as set forth hereunder and (ii) entered into no agreement that would limit or restrict its right to enter into this Agreement and fulfill its obligations hereunder.

3.3 NO LITIGATION. The Developer has not received any notice of, nor is it aware of, any pending demand, cause of action, suit, administrative, civil or criminal proceeding asserted by or against Developer that would materially and adversely impair its ability to perform its covenants and obligations under this Agreement other than Christopher Jerome, et al. v. Joel Ferguson, et al., Case 1:16-cv-01116 filed in the United States District Court Western District of Michigan.

3.4 OTHER AGREEMENTS. Developer is not a party to any agreement or instrument materially and adversely affecting its present or proposed business, properties or assets, operation or condition, financial or otherwise, or relating to Montgomery drain design, assessments, reconstruction, improvements or maintenance, not disclosed to the City in writing; and Developer is not in default in the performance, observance, or fulfillment of any of the material obligations, covenants, or conditions set forth in any agreement or instrument to which it is a party.

3.5 OTHER INFORMATION. All other written information, reports, papers, and data given to the City by Developer with respect to it are accurate and correct in all material respects and substantially complete insofar as completeness may be necessary to give the City a true and accurate knowledge of the subject matter, and all projections of future results are, in Developer's opinion, reasonable.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF THE CITY

Subject to the Lansing City Council approval of this Agreement, the City (i) has the authority to enter into this Agreement and perform its covenants and obligations as set forth hereunder and (ii) has entered into no agreement that would limit or restrict the City's right to enter into this Agreement and fulfill its obligations hereunder.

ARTICLE 5

DEVELOPMENT OBLIGATIONS

5.1 DEVELOPMENT OF PROJECT. Developer shall develop the Project according to the terms and conditions of this Agreement, including the following:

5.1.1 MINIMUM PROJECT REQUIREMENTS. The Project shall, at a minimum, feature the following uses and design elements as set forth in Exhibits C-1 and C-2:

(a) A full-service hotel located on Michigan Avenue ("Full Service Hotel") of not less than five (5) stories and not less than eighty (80) feet above the grade of Michigan Avenue to contain: (i) not less than ~~130-152~~ guest rooms; (ii) meeting facilities; and (iii) at least one commercial space for a restaurant use that is connected to or otherwise residing within the same structure as the foregoing uses comprising the Full-Service Hotel;

(b) A second and separate structure, a Select Service Hotel structure of not less than five (5) stories and not less than 80 feet above the grade of Michigan Avenue to contain not less than ~~120-112~~ rooms ("Select Service Hotel");

(c) Commercial spaces for full-service restaurants, plus other general commercial and retail space (collectively, the ~~"Commercial Space"~~ "Restaurants and In-Line Retail"), not less than 40,000 square feet in the aggregate, which shall, at a minimum, be specifically located within buildings as specified by Section 5.1.3 and attached Exhibit C-1; and

(d) Market-rate housing with first floor retail (the "Multifamily Housing") targeting professionals and "empty nester" markets (the "Market Rate Non-Student Housing"), which shall be sited on the Purchase Property pursuant to this Agreement and consisting of not less than fifty-five (55) one-bedroom units and 115 two-bedroom units as depicted in Exhibit C-1 shall consist of not less than four (4) stories and not less than fifty (50) feet above the grade of Michigan Avenue. The Multifamily Housing shall consist of not less than a total of two hundred (200) units;

(d1) Active Senior Multifamily Housing (the "Active Senior Multifamily Housing") targeting the "empty nester" market, shall be sited on the Purchase Property pursuant to this Agreement and shall consist of not less than five (5) stories and not less than sixty (60) feet above the grade of Michigan Avenue. The Active Senior Multifamily Housing shall consist of not less than 98 units;

(d)

(e) Housing designed in a manner appealing to a student population (the "Student Housing"), which shall be sited exclusively in that portion of the Purchase Property that is east of the easternmost point of the portion of the Red Cedar Property as depicted in Exhibit C-1 and shall consist of at least ~~1,248~~ 1,222 beds and consisting of at least four (4) stories above grade.

(f) A boardwalk from the easternmost boundary to the westernmost boundary of the Red Cedar Property (the "Red Cedar Property Riverwalk") as depicted in Exhibit C and connected to any municipal river trail, or sidewalk network, abutting the Red Cedar

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Property, which such Red Cedar Property Riverwalk shall be designed and constructed of a quality appropriate to withstand local weather and occasional flood conditions, be compliant with any necessary MDEQ permit specifications, be ADA compliant, and be of an appearance appropriate for its location as improved, subject to the review of the Lansing Park Board and approval by the City through its Planning and Neighborhood Development Department Site Plan Review Process;

(g) A walkable pathway connecting the network of rights of way and walking paths in the Project to the Michigan State University student residence halls bounded by North Brody Road, West Brody Road, South Brody Road, and East Brody Road (the "Brody Residence Halls"); and

(h) An assisted living, skilled nursing, and memory care facility (the "Senior Village") with a height consisting of at least four (4) shall consist of not less than two (2) stories and not less than twenty-seven (27) feet above the grade of Michigan Avenue, along the Michigan Avenue frontage and not less than 112 units sited on the Corner Parcel ("Senior Housing") pursuant to the Approved Development Plans. The Senior Village shall consist of not less than 116 units.

(i) Aesthetically appealing streetscape designs.

(j) Construction of an integrated parking structure ("Integrated Parking Structure") which will be owned constructed and maintained by the Developer.

5.1.2 PARK PROPERTY RIVERWALK. Subject to review of the Lansing Park Board and approval by the City, and any other local approvals required to be obtained, prior to a Closing on the Purchase Property, the Developer shall further design and construct, at its own expense, a connected riverwalk or boardwalk along the Red Cedar River from the easternmost boundary to the westernmost boundary of the Park Property (the "Park Property Riverwalk") that is connected to the municipal river trail, or sidewalk network, abutting the Park Property, as depicted in Exhibit C-1, which such Park Property Riverwalk shall be designed and constructed in a manner that is consistent with the same standards as the Red Cedar Property Riverwalk.

5.1.3 OTHER REQUIREMENTS. Except as otherwise provided in Section 5.1.1, the Project shall further be consistent with the following uses and design elements:

(a) The main entrance to the Project ("Main Entrance") shall be sited on Michigan Avenue;

(b) All buildings with frontage on, or which otherwise feature built space that abuts, Michigan Avenue (the "Michigan Avenue Buildings") shall be primarily dedicated to commercial uses and shall be a minimum of two (2) stories pursuant to the Approved Development Plans;

(c) Those buildings behind the Michigan Avenue Buildings and on either side of the Main Entrance drive ("Main Entrance Buildings") shall dedicate the first floor to retail or restaurant and the upper floors to be residential or offices as depicted in Exhibit C-1; and,

(d) There shall be no building or other structure or improvement on, over, or within the boundary lines of any easement for public utilities described or referred to in this Agreement, the ALTA/NSPS Land Title Survey for Red Cedar Renaissance, Michigan Avenue & Clippert Street, East Lansing, Michigan prepared by LSG Engineers & Surveyors dated 10/26/2016 and identified as File No. 1062.DWG (the "ALTA Survey"), or the Quit Claim Deed, unless such construction is provided for in such easement or has been approved by the easement holder.

(e) No relocation of the Board of Water and Light substation located on the Red Cedar Property will be required because the substation is out of service and decommissioned.

5.2 DEVELOPMENT PLANS. Prior to closing, Developer shall submit to the City, Conceptual Drawings for all improvements to be constructed on or to the Purchase Property, whether public or private improvements, including landscape plans and elevations as well as the streetscape identified in Section 5.1.1(i) (the "Development Plans") and the Park Property (the "Park Property Riverwalk Plans"). Such Development Plans and the Park Property Riverwalk Plans shall incorporate those uses and design elements described in Sections 5.1.1, 5.1.2, and 5.1.3, as applicable, and shall be of sufficient completeness and detail to demonstrate that design and construction of the Project will be in accordance with this Agreement. The City's review and approval of the Development Plans for compliance with the terms of this Agreement shall be a precursor to the formal site plan review process conducted by the City Planning and Neighborhood Development Department and such approval shall not constitute approval of the Site Plan. The Park Property Riverwalk Plans shall be subject to the approval of the MDEQ and the DNR for permit approval.

5.3 REVIEW AND APPROVAL BY WRITTEN NOTICE. In the event the City approves either of the Development Plans and the Park Property Riverwalk Plans and Specifications submitted pursuant to Section 5.2, the City shall so notify Developer in a writing attaching any portion or all of the materials submitted by Developer as Development Plans (the "Development Approval Notice") or Park Property Riverwalk Plans and Specifications (the "Park Property Riverwalk Approval Notice") that the City wishes to become Exhibit B-1 ("Approved Development Plans") or Exhibit B-2 (the "Approved Park Property Riverwalk Plans and Specifications"), respectively, of this Agreement. The Approved Development Plans and the Approved Park Property Riverwalk Plans and Specifications are collectively referred to herein as the "Approved Plans and Specifications".

5.4 EFFECT OF APPROVAL NOTICES. Developer shall construct the Project in conformance with the Approved Development Plans and the Approved Park Property Plans and Specifications. Upon and by operation of the Development Approval Notice, the enclosures to such Development Approval Notice shall be deemed the Approved Development Plans, for purposes of this Agreement, and be automatically incorporated as Exhibit B-1 of this Agreement. Upon and by operation of the Park Property Riverwalk Approval Notice, the enclosures to such Park Property Riverwalk Approval Notice shall be deemed the Approved Park Property Riverwalk Plans and Specifications, for purposes of this Agreement, and be incorporated as Exhibit B-2 of this Agreement. It is the express intent and agreement of the parties that any such incorporation of the Approved Development Plans by operation of the Development Approval Notice or the Approved

Park Property Riverwalk Plans and Specifications by operation of the Park Property Riverwalk Approval Notice shall not constitute an Amendment (as defined below) for purposes of Section 11.8 of this Agreement.

5.5 PERMITS; BUILDING CODE. Prior to commencing construction, Developer shall obtain all required permits, including any necessary reviews and approvals. The Approved Development Plans, and any construction pursuant thereto, shall be in full compliance with this Agreement and the Michigan Building Code – Stille Derossett-Hale-Single State Construction Act, Act 230 of 1972, known as the “Michigan Building Code.”

5.6 UTILITY AND INFRASTRUCTURE IMPROVEMENTS. Except for the improvements undertaken by the Drain Commissioner, the Developer shall be responsible for construction, relocation and installation of any and all utilities for the Project, including connections or improvements to existing utility systems. The utilities include but are not limited to water, sanitary sewer, storm sewer and drain mains, electric, telephone or other public utility lines, owned by any public utility company. The Developer shall be responsible for construction, relocation and installation of any other infrastructure improvements including the roads. The Developer shall be responsible for any easements and permits required for any such installations without any cost to the City. The public infrastructure and any ~~GO-Bond~~TE Bond obligations shall be completed in accordance with the City’s letter of intent process, and Developer shall be responsible for the cost of an oversight consultant, selected by and hired to act on behalf of the City, the cost of which can be included in the ~~GO-Bonds~~TE Bonds.

5.7 RELOCATION OF EXISTING BUSINESSES. Until the first complete lease-up of the ~~Commercial Space~~Restaurants and In-Line Retail, or January 1, 2024, whichever is earlier, no existing retail or restaurant business operating within the boundaries of the City of Lansing or East Lansing (the “Protected Area”) will be relocated to the Purchase Property (“Relocating Tenant”) without the prior written consent of the City.

5.8 MAINTENANCE OF PARK PROPERTY RIVERWALK. Maintenance of the Park Property and Park Property Riverwalk, including lawn mowing, maintenance of signage, repairs of any broken materials and removal of trash, debris, and snow, as necessary, shall be the responsibility of the Developer, as outlined in an agreement to be entered into between Developer and the City (the “Parks Agreement”).

5.9 PREVAILING WAGE. All work performed on the Purchase Property, Park Property, and Park Property Riverwalk that is funded by the Brownfield Plan and 381 Work Plan shall be compensated at prevailing wages (the Prevailing Wage Work). ~~Developer will use its best efforts to use available and qualified local Lansing area residents and local firms within a 50-mile radius of the project, employing Michigan workers, with an emphasis on engaging women and minority owned firms or individuals.~~ In no event shall the City be responsible for the costs of the City or a third-party organization to monitor the Prevailing Wage Work compliance on the Project. Developer shall require ~~that all contracts and subcontracts for Brownfield Eligible Activities require that the parties thereto will~~its general contractor/construction manager to comply with the monitoring procedures of such third-party monitor. Evidence of compliance with ~~this Section~~the Prevailing Wage Work shall be submitted along with disbursement requests, and disbursements from the Project fund will be conditioned upon such compliance ~~with this Section~~. This

requirement shall remain in effect through Completion of ~~Construction of the entire Project~~the Prevailing Wage Work.

Developer, through subcontractors hired by its general contractor/construction manager, intends to use as much available and qualified Local Labor as possible in accordance with the Local Labor Agreement, entered into by the Parties on June 4, 2018, and appended to this Agreement as Exhibit E (the "Local Labor Agreement"). Notwithstanding anything in the Local Labor Agreement to the contrary, nothing in the Local Labor Agreement shall be interpreted to require Developer to withhold, pay or be responsible for City Income Tax for or on behalf of the general contractor/construction manager or subcontractors working on the Project. Developer's general contractor/construction manager shall require any subcontractor hired to contractually agree to comply with any City Income Tax reporting requirements. In the event of a conflict between this Section 5.9 and the Local Labor Agreement, this Section 5.9 shall control.

ARTICLE 6

CONSTRUCTION

6.1 SCHEDULE. Developer shall promptly begin and diligently prosecute to completion the construction of the Project on the Purchase Property according to this Agreement and the Approved Development Plans, the Approved Park Property Riverwalk Plans, and the Approved Project Schedule. Such construction shall commence no later than sixty (60) calendar days from the date of Closing, and thereafter proceed in accordance with and be completed by the date of completion of construction set forth in in the Project Schedule (the "Project Schedule") and attached as Exhibit D. For purposes of this Section 6.1, commencement of construction shall include the commencement of construction of Project infrastructure, including roads and utilities, and the Integrated Parking Structures, as well as environmental remediation. The Project Schedule may be amended by mutual agreement of the City and the Developer subsequent to the execution hereof.

6.2 COMPLETION. Subject to the provisions of this Agreement, Developer hereby covenants that after commencing construction in accordance with Section 6.1, it shall diligently prosecute the Project to completion, in accordance with this Agreement and the Project Schedule. For purposes of this Agreement, "Completion of Construction" means the date on which the Developer substantially completes construction of the Project in accordance with the Approved Plans and Specifications and is issued all certificates of occupancy.

6.3 PROGRESS REPORTS. Subsequent to conveyance of the Purchase Property to the Developer and until Completion of Construction, the Developer shall make quarterly written reports to the City as to the actual progress of the Developer with respect to such construction, with such reports to be provided within thirty (30) days of the applicable quarter. Upon the request of the City, Developer shall provide additional updates but in no event shall such update be due less than fifteen (15) days and no less than thirty (30) days following a request for same by the City.

6.4 CONSTRUCTION STANDARDS. All construction shall be carried out in a good and workman like manner, using first class materials, and in accordance with this Agreement and

all applicable Federal, State and local laws, ordinances, rules and regulations of governmental authorities having jurisdiction over the construction, the Developer, or the Project, and the construction shall be performed in accordance with the Approved Plans and Specifications and in accordance with this Agreement and applicable federal, state and local laws, ordinances, rules and regulations. Developer agrees to require Developer's subcontractors and other third parties to comply with the Developer's obligation under this Section 6.4. Developer and its assigns, contractors, agents, representatives and heirs (collectively, the "Development Parties") do hereby agree that once the value of permits and fees are determined and paid for on the Developer's behalf, amounts expended for such permits and fees shall not be contested or refunded to any Development Party to include, but not be limited to, plan review, building permits, trade permits, site plans, etc.

6.5 CHANGES. If the Developer desires to make any material change in the Approved Development Plans or the Approved Park Property Riverwalk Plans and Specifications after their approval by the City, the Developer shall notify the LBRA and the City of the proposed change and request their review and approval, for the purpose of determining that the proposed change accords with this Agreement and all applicable federal, state, and local laws, ordinances, rules and regulations. The City shall respond in writing within fifteen (15) business days in accordance with the City's right to approve, as set forth in this Agreement.

ARTICLE 7

FINANCIAL INCENTIVES

7.1 COOPERATION. The City shall reasonably cooperate with the Developer and the Developer shall reasonably cooperate with the City to apply for certain financial incentives to assist with the total cost relating to the conditions of the Purchase Property requiring environmental remediation and certain infrastructure improvements (the "Financial Incentives").

7.2 BROWNFIELD PLAN. Developer shall submit to the City and LBRA a Brownfield Plan and an Act 381 Work Plan (collectively, the "Plans") for the capture of property taxes and the disbursement of same pursuant to the terms of the Brownfield Redevelopment Financing Act, 1996 PA 381 (the "Brownfield Act"). If the Act 381 Work Plan is denied approval at the state level, this Agreement shall terminate and be of no further force or effect except for those obligations that survive its termination.

7.2.1 CONTENT. The Plans shall, at a minimum, provide for:

(a) A detailed cost budget for the Project, including a detailed itemized summary of costs for the "Approved Eligible Activities" within the meaning of M.C.L. § 125.2652;

(b) A capture of taxes in an amount necessary to: (i) timely make all payments required under the terms of the LBRA Bonds (as defined below); (ii) enable the Developer to make all payments required pursuant to the terms of the Additional Funding (as defined below); and (iii) to distribute the tax capture in accordance with the allocations and for the purposes more particularly set forth in Section 7.3.5; and

(c) A proposed distribution of the estimated captured property taxes, with such proposed distribution identifying with particularity a mechanism contemplating disbursements to cover payments for annual debt service on both the LBRA Bonds (as defined below) as well as the Additional Funding in accordance with the allocations and for the purposes more particularly set forth in Section 7.3.5.

7.2.2 REVIEW AND APPROVAL. The Plans shall be subject to the review and approval by the City and LBRA in their discretion, including a satisfactory review and assurance that the fair market value of the Purchase Property, after completion of the Project, will generate captured taxes sufficient to repay the LBRA Bonds and Additional Funding (as defined below), plus sufficient additional funds for distribution of the captured taxes in accordance with the allocations and for the purposes more particularly set forth in Sections 7.3.4 and 7.3.5.

7.3 BONDS.

7.3.1 Subject to verification by the City and LBRA of sufficient tax base, and any approvals required by the governing bodies of the City and/or LBRA or State of Michigan, the City will reasonably pursue the issuance of bonds by the LBRA in amounts not to exceed the following:

(a) ~~General Obligation Bonds~~ Tax Exempt Revenue Bonds in an amount not to exceed Ten Million Seven Hundred Fifteen Thousand Six Hundred Sixty-Nine and 00/100 Dollars (\$10,715,669.00) (the “~~GO Bonds~~ TE Bonds”) to be deposited into the project fund (the “~~GO Bonds~~ TE Bonds Proceeds”), which such ~~GO Bonds~~ TE Bonds are to be backed by the full faith and credit of the ~~City~~ Developer and for which the City shall have no obligations with respect to repayment thereof, the timing of deposit and disbursement to be determined by the LBRA; and

(b) Revenue Bonds in an amount determined by the bond purchaser and approved by LBRA, and subject to a letter of funding, to be supported by that portion of the Brownfield Plan’s Tax Incremental Revenues, within the meaning of the Brownfield Act, for the balance of those funds required to ~~complete the infrastructure~~ components of the Project (the “Revenue Bonds”) (together with the ~~GO Bonds~~ TE Bonds, the “LBRA Bonds”) for which the City shall have no obligations with respect to repayment thereof.

~~GO Bond~~ TE Bond Proceeds shall only be used to fund construction of public infrastructure and will be made available on a pro rata basis with the proceeds from the Revenue Bonds. These LBRA Bonds may include the costs of the City and LBRA in connection with issuance of such bonds including but not limited to the City’s bond counsel fees and expenses and the capitalized interest during construction.

7.3.2 USE OF BONDS. The proceeds of LBRA Bonds will be used only for “Approved Eligible Activities” within the meaning of M.C.L. § 125.2652. For the purposes of this Agreement, such “Approved Eligible Activities” shall specifically include environmental remediation, infrastructure (collectively, the “Work”) and capitalized interest as shall be contained in the Plans and constitute “eligible activities” within the meaning of M.C.L. § 125.2652, subject to the express understanding that the City may select which portion of the Work to fund with the

LBRA Bonds (as defined below). Draw procedures shall be established by a separate agreement with the LBRA.

7.3.3 ADDITIONAL FUNDING. Developer will be responsible for obtaining that additional funding ("Additional Funding") required for paying the cost of Approved Eligible Activities that exceeds the amount of the LBRA Bonds. The Additional Funding shall be in an amount such that the amount of the LBRA Bonds plus the Additional Funding will pay for the Approved Eligible Activities. Joel Ferguson, Frank Kass, and development entities related to Developer will provide guarantees if required by those lenders that provide such Additional Funding. Further, nothing herein contained is intended to prohibit the lender of such Additional Funding from maintaining a dual control over the Additional Funding.

7.3.4 ALLOCATION OF TAX CAPTURE. All property taxes captured (including receipts from the Ingham County Treasurer from the purchase of delinquent property taxes) pursuant to the Brownfield Plan shall be allocated between the LBRA Bonds, the Additional Funding, and such additional uses as may otherwise qualify for allocation pursuant to the as-approved Brownfield Plan and Section 7.3.5. The agreement to be entered into as required under Public Act 381 will conform to the order of priority identified in Section 7.3.5.

7.3.5 ORDER AND PRIORITY. The property taxes actually captured for such year will be distributed as specified below on an annual basis in the following order and priority, to the extent of available funds:

(a) The MEDC Brownfield Redevelopment Fund shall have first priority of reimbursement in the amount equal to three (3) mills of available captured tax revenue; then,

(b) The LBRA shall be reimbursed in the amount of two-and-one-half percent (2.5%) of the amount captured to cover administrative costs; then,

(c) The Local Site Remediation Revolving Fund (LSRRF) shall receive a deposit in the amount of two-and-one-half percent (2.5%) of available captured tax revenue; then

(d) ~~GO Bonds~~ TE Bonds, and/or the City in the event it has advanced or paid any costs money for the ~~GO Bonds~~ TE Bonds, shall be paid an amount equal to the annual debt service ~~which is structured having a not to exceed 1% inflationary adjustment for the first ten years followed by a 0% inflationary adjustment after;~~ then,

(e) ~~Commencing with the first year of tax capture, an amount equal to 20% of the maximum annual principal and interest of the GO Bonds shall be deposited into a separate account for the benefit of the City and its retained obligations ("Retained Obligation Fund") associated with the Project until such amount deposited equals the maximum annual principal and interest on the GO Bonds; then,~~ This section is intentionally left blank.

(f) ~~Notwithstanding Section 7.3.5(e), in the event a disbursement out of the Retained Obligation Fund is made, or in a prior year the tax capture did not satisfy the 20% amount identified in 7.3.5(e), then an amount shall be deposited into the Retained Obligation Fund so that it is equal to the amount the Retained Obligation Fund would otherwise have held if a~~

~~disbursement had not occurred or the prior year tax captures had satisfied the 20% amount identified in 7.3.5(e). This section is intentionally left blank.~~

(g) Revenue Bonds shall be paid in an amount not to exceed their annual debt service;

(h) Additional Funding may be paid by additional funds captured, ~~including amounts remaining in the Retained Obligation fund~~ after the full repayment of the amount owed to the MEDC Brownfield Redevelopment Fund identified in 7.3.5 (a), the LBRA administration costs identified in 7.3.5 (b), ~~the amount owed to the Local Site Remediation Revolving Fund (LSRRF) identified in 7.3.5 (c), the GO Bonds~~ TE Bonds, and the Revenue Bonds to reimburse the Developer for the costs of eligible activities identified and approved by the City and MSF in the Brownfield Plan and the Act 381 Plan not paid for by the issuance of the ~~GO Bonds~~ TE Bonds or Revenue Bonds.; then

(i) ~~Any amounts remaining in the Retained Obligation Fund on retirement of the LBRA Bonds and the Additional funding will revert to the LBRA. This section is intentionally left blank.~~

Notwithstanding the foregoing primary priority of funding, if the application of the first priority, ~~after consideration of any funds in the Retained Obligation Account,~~ leaves insufficient funds to cover the next twelve months of LBRA Bond payments, then in such event the allocation percentage shall be adjusted so that LBRA shall receive sufficient funds to make the next twelve months of principal and interest payments on the LBRA Bonds.

7.3.6 CONSTRUCTION CONTRACTS. The City shall be a party to all construction contracts for which it is contemplated that any services performed or materials supplied will be funded in full or in part by proceeds of the LBRA Bonds which contracts shall provide the City the same rights as those provided to the Developer.

7.3.7 During the period in which the LBRA Bonds are outstanding, Developer shall not enter into any transaction, lease, or any other agreement that would render the Purchase Property or any portion thereof tax-exempt or materially alter the tax capture.

7.4 OTHER INCENTIVES. The City will support Developer's application, for the state fiscal year, October 1, 2017 through September 30, 2018, a Michigan Community Revitalization Program ("MCRP") grant ("MCRP Grant") and loan ("MCRP Loan") from the Michigan Strategic Fund, with support for such MCRP Grant and MCRP Loan prioritized but not exclusive to any other projects in Lansing and support the Project as the number one priority project for the City of Lansing in connection with the MCRP grant and loan programs. Any other financial incentives as Developer may request and the City may support shall be in their sole discretion.

7.5 MEDC. Nothing in this Agreement shall be construed to require or guarantee approval by the board of the Michigan Strategic Fund on behalf of the Michigan Economic Development Corporation ("MEDC") for participation by the State of Michigan in any the local tax increment financing-based tax capture of education funds.

ARTICLE 8

DEFAULT & REMEDIES

8.1 GENERAL. If any Party hereto shall fail to perform any of its obligations under this Agreement (the "Defaulting Party"), then the other Party not in default (the "Non-Defaulting Party") shall provide notice of such failure to the Defaulting Party and afford the Defaulting Party a grace period to cure said failure as follows:

8.1.1 GRACE PERIOD SPECIFIED. Where a grace period is specifically provided for in any section of this Agreement, that specific grace period shall apply.

8.1.2 GRACE PERIOD UNSPECIFIED. Where a grace period is not specifically provided for in any other section of this Agreement, the Defaulting Party shall afford the Non-Defaulting Party a grace period of: (i) ten (10) business days to cure monetary failure; and (ii) thirty (30) days to cure any non-monetary default.

8.1.3 DEFAULT. If any failure to perform shall not have been cured by the expiration of the applicable grace period, then a "Default" shall be deemed to have occurred and the Non-Defaulting Party shall have the rights and remedies set forth in the remainder of this Article 8, and any other applicable portions of this Agreement.

8.2 DEVELOPER TERMINATION PRIOR TO CLOSING. Except as otherwise provided in this Agreement, in the event the Developer is fully compliant with all of its duties and obligations under the Agreement and the City does not Close pursuant to the terms of this Agreement, and the City does not cure pursuant to the terms of Section 8.1, then this agreement shall, at the option of the Developer, be terminated or the Developer may compel specific performance of the City's obligation under this Agreement. All deadlines for performance by Developer shall be extended by one (1) day for every day the City shall be in default of its obligations hereunder.

8.2.1 To be effective, termination shall be by written notice from the Developer to the City.

8.2.2 In the event Developer elects to terminate the agreement prior to closing or seek specific performance, the Developer shall remain financially responsible for all work performed by or on behalf of the Developer with respect to the Project or Purchase Property.

8.3 CITY TERMINATION PRIOR TO CLOSING. Except as otherwise provided in this Agreement, the City may terminate this Agreement prior to Closing, after expiration of the applicable cure period(s) provided in Section 8.1, upon the happening of any of the following: (i) the Developer assigns the Agreement, or any rights herein or in the Purchase Property except as expressly permitted herein; (ii) any transfer or attempt to transfer all or part of the Purchase Property except as expressly permitted under the terms of this Agreement; (iii) any change in more than forty percent (40%) of the membership interests of the Developer, individually or in combination with any other transfer following the date hereof, and which has not been approved

by the City; or (iv) the Developer is in default of a duty, obligation or undertaking required to be performed by Developer in this Agreement.

8.3.1 To be effective, termination shall be by written notice from the City to the Developer.

8.3.2 In the event the City terminates this Agreement, the Developer shall be financially responsible for all work performed by or on behalf of the Developer with respect to the Project or the Purchase Property prior to termination.

8.4 POST-CLOSING REMEDIES. If either Party hereto is in default of its obligations under this Agreement after expiration of the applicable cure period(s) provided in Section 8.1, then the Non-Defaulting Party may seek all rights and remedies available at law, in equity, or in this Agreement to enforce all Parties' rights and obligations under this Agreement. To the extent permitted by law, the parties agree that the jurisdiction and venue for any action brought to enforce rights or obligations under this Agreement shall be solely in the State Courts in Ingham County, Michigan, and that the applicable laws, should any choice of law arise, shall be those of the State of Michigan.

8.5 BANKRUPTCY BY DEVELOPER. If at any time prior to Completion of Construction, Developer becomes insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors, shall file a petition in bankruptcy, shall voluntarily be adjudicated insolvent or bankrupt or shall admit in writing the inability to pay debts as they mature, shall petition or apply to any tribunal for or shall consent to or shall not contest the appointment of a receiver, trustee, custodian or similar officer for Developer or for a substantial part of the assets of Developer, or shall commence any case, proceeding or other action under any bankruptcy, reorganization, arrangement, readjustment or debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, such an event shall be deemed an Event of Default as to the Developer only. Such event shall not be subject to the grace period provisions of Section 8.1.

8.6 DISSOLUTION OF DEVELOPER. Any dissolution, termination, or partial or complete liquidation of Developer prior to Completion of Construction shall be deemed an Event of Default as to the Developer only. Such event shall not be subject to the grace period provisions of Section 8.1.

8.7 FAILURE TO COMPLY WITH CONSTRUCTION SCHEDULE. The Developer agrees to complete such portions of the Project in a manner, consistent with the Project Schedule, that such portions will be placed upon the property tax rolls by the City's Assessor and generate payment of property taxes for payment of the LBRA Bonds in accordance with the Approved Brownfield Plan. In the event there is a delay in completion of such portions of the Project that result in a deficiency for payment of property taxes for repayment of the LBRA Bonds, then the Developer will upon demand from the City immediately pay such deficiency and continue to pay such deficiency until such portions of the Project have been completed and generate property taxes sufficient to pay the LBRA Bonds.

ARTICLE 9

INDEMNIFICATION

Developer agrees to indemnify and hold harmless the City, LEDC, LBRA, and Lansing Economic Area Partnership and their agents and employees (collectively, the “Indemnified Parties”, each an “Indemnified Party”) from any liabilities, obligations, losses, damages, penalties, claims, charges or expenses, including attorney's fees, that arise from any negligence or misrepresentation on the part of Developer or its agents, and on account of the Indemnified Party's reliance thereon, and any personal injury, death or property damage that are caused by the intentional acts or omissions or negligence of Developer or its duly authorized agents. In the event any action or proceeding shall be brought against an Indemnified Party by reason of any claim covered hereunder, the Indemnified Party shall have the right to resist and defend the same with counsel of its choosing, and Developer shall pay the costs of such defense. The provisions of this Section shall survive the Closing or termination of this Agreement and remain in full force and effect until the ~~City's Go Bond proceeds~~ TE Bond obligations are retired or otherwise paid in full.

ARTICLE 10

RESTRICTIONS ON ASSIGNMENT AND TRANSFER

The Developer may pledge, mortgage or grant a security interest in the Purchase Property for purpose of gaining financing necessary to enable the Developer or approved successor in interest to the Purchase Property to perform its obligations with respect to making improvements under this Agreement. The Developer may also transfer a portion of the Purchase Property to an entity controlled by related parties to the Developer or a member of the Developer, and the Developer may transfer a portion of the Purchase Property for the operation of a Hotel, Assisted Living Facility, Non-Student Housing, Student Housing, or other uses authorized by this Agreement so long as the recipient of such a transfer agrees, in its written purchase agreement with Developer, to construct and own buildings on the Purchase Property consistent with the terms of this Agreement. The Plans and Specifications for all buildings and construction on the Purchase Property shall remain subject to the terms of this Agreement. In the event of any action or transfer under this paragraph, the Developer will promptly notify the City in writing, and will continue to be responsible for keeping the transferred portion of the Purchase Property in compliance with the terms of this Agreement.

ARTICLE 11

IDENTITY OF MEMBERS

11.1 MEMBERSHIP INFORMATION. Within ten (10) days of the Effective Date, Developer will deliver to the City an organizational chart illustrating the corporate relationships among Developer and its members (each a "Member") and identifying each Member's percentage of ownership in Developer (the "Member Information Report"). After delivery of such Member Information Report until Completion of Construction, Developer shall, at least fifteen (15) days in advance of executing any instrument effecting any proposed change in the identity of the Members, provide the City with notice of any and all proposed changes whatsoever in the identity of the Members. Any transfer, individually or in combination with any other transfer following the date of the first Member Information Report, of more than Forty percent (40%) of the membership interests of the Developer shall be ineffective without the City's advance written consent. Within fifteen (15) days after the consummation of effective change in the identity of the Members, Developer shall provide the City with an updated Member Information Report.

11.2 TERM OF OBLIGATION. The obligations and prohibitions of this Section shall cease and terminate upon Completion of Construction.

ARTICLE 12

MISCELLANEOUS

12.1 AGREEMENT CONDITION PRECEDENT. No Party to this Agreement shall be obligated to undertake any duties under this Agreement unless and until: (i) the Mayor executes and delivers this Agreement pursuant to the City Council approval of this Agreement, and (ii) the Developer duly authorizes and executes, and delivers this Agreement.

12.2 EFFECT OF AGREEMENT. The City shall be obligated to perform only those undertakings expressly set forth in this Agreement. Execution of this Agreement in no way constitutes City approval of the Project or obligates the City to support or approve the Project except as expressly set forth herein.

12.3 CITY AUTHORITY. Unless expressly stated otherwise in this Agreement, where consent, authority or agreement of the City is required or requested under this Agreement or any other agreements referenced herein, such consent, authority or agreement may be negotiated and provided by the Mayor or the Mayor's designee following approval of this Agreement by the Lansing City ~~Counsel~~Council.

12.4 RELEASE. This Agreement amends and restates the November 2014 Agreement and the LEDC, LBRA, Ferguson, and Kass are no longer parties to this Agreement and are hereby released of their obligations pursuant to the November 2014 Agreement.

12.5 LEGAL FEES. Except for the City's legal fees associated with issuance of the LBRA Bond (which shall be capitalized in the LBRA Bond), following receipt thereof, the Developer shall promptly pay all invoices for the City's legal fees for services rendered on or before the date of Closing in connection with this Agreement, including legal fees incurred prior to the execution of this Agreement, and the transactions contemplated hereby ("Legal Fees"). Such invoices will be sent to the Developer and will detail the services and the hours billed. The City

Attorney shall have sole discretion on the determination of whether the contents of such invoices are appropriate.

12.6 ASSIGNMENT OF THIS AGREEMENT. Except as provided for in this Agreement, no party to this Agreement may transfer, assign or delegate to any other person or entity all or any part of its rights or obligations arising under this Agreement without the prior written consent of the other party hereto.

12.7 NOTICES. Except as otherwise provided in this Agreement, all notices, certificates or communications required by this Agreement to be given shall be sufficiently given and shall be deemed delivered when personally served or when mailed by express courier or registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties at the addresses listed below

If to the Developer, to:	Continental/Ferguson Lansing, LLC Attention Franklin E. Kass 150 E. Broad Street, Suite 200 Columbus, Ohio 43215
With a copy to:	Continental/Ferguson Lansing, LLC Attention Joel I. Ferguson 1223 Turner Street, Suite 300 Lansing, Michigan 48906
And a copy to:	REID AND REID Attention Patrick T. Reid 110 W. Michigan Avenue, Suite 750 Lansing, Michigan 48933
If to the City:	City Attorney James Smiertka 5 th Floor, City Hall Lansing, MI 48933
With a copy to:	Lansing Economic Area Partnership Attention Robert L. Trezise, Jr. 1000 S. Washington Avenue, Suite 201 Lansing, Michigan 48910
And a copy to:	Miller, Canfield, Paddock and Stone, PLC Attn: G. Alan Wallace, Esq One Michigan Avenue, Suite 900 Lansing, Michigan 48933

12.8 AMENDMENT. No amendment or modification to or of this Agreement shall be binding upon any Party hereto until such amendment or modification is reduced to writing and

executed by all Parties hereto. The City's approval of any substantive amendments to this Agreement requires approval by Lansing City Council, pursuant to its Charter and Ordinances. The determination of a substantive amendment will be made by the Lansing City Attorney. Non-substantive amendments can be made by the Mayor.

12.9 TERM. Unless earlier terminated in accordance with the terms hereof, this Agreement shall be in force through the retirement of the LBRA Bonds. Upon satisfaction of the LBRA Bonds and prior to any document being recorded evidencing the termination of this Agreement, the parties will reach a separate agreement as to continuing maintenance and any other ongoing matters related to the Project.

12.10 BINDING EFFECT. This Agreement shall be binding upon the Parties hereto and upon their respective successors and assigns.

12.11 RECORDATION. Prior to Closing, the Parties shall record a memorandum reasonably acceptable to the Parties, and shall be recorded in the Office of the Register of Deeds for Ingham County, Michigan.

12.12 SURVIVAL. The terms, conditions and provisions of this Agreement, including all representations, warranties, and covenants, shall survive its termination or delivery of the Quit Claim Deed. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to property from the City to the Developer or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

12.13 SEVERABILITY. If any clause, provision or section of this Agreement shall be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect the validity of any of the remaining clauses, provisions or sections of this Agreement.

12.14 TIME OF THE ESSENCE. Time shall be of the essence of this Agreement.

12.15 EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

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

12.17 APPLICABLE LAW. This Agreement shall be governed in all respects, whether as to validity, construction, performance and otherwise, by the laws of the State of Michigan.

12.18 BROKERS. The City warrants to the Developer that the City has not taken any action in connection with this transaction which would result in any real estate broker's fee, finder's fee, or other fee being due or payable to any party. The Developer warrants to the City that the Developer has not taken any action in connection with this transaction which would result in any real estate broker's fee, finder's fee, or other fee being due or payable to any party.

12.19 FORCE MAJEURE. No Party hereto shall be liable for the failure to perform its obligations hereunder if such failure is due to unforeseeable events beyond the Party's reasonable control and without such party's fault or negligence, including, but not limited to acts of God, acts of the public enemy, acts of the other party, fires, flood, epidemics, quarantine restriction, strikes and embargoes, or shortages of materials and delays of contractors due to such causes, but excluding any acts of the state or federal governments or their respective agencies or departments. Said failure to perform shall be excused only for the period during which the event giving rise to said failure to perform exists; provided, however, that the Party seeking relief from its obligations under this Section ~~12.19~~ shall notify the other party in writing, setting forth the event giving rise to such failure to perform, within thirty (30) days following the occurrence of such event.

12.20 JOINT DRAFTING. This Agreement shall be construed as being jointly drafted by all Parties hereto.

12.21 ENTIRE AGREEMENT. The Agreement, including all exhibits attached hereto and made a part hereof, contains all agreements between the Parties as of the Effective Date. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. This Agreement does not change, alter, or amend, the Montgomery Drain Assessment Indemnification Agreement, dated October 7, 2013, and any other indemnification agreement made for the benefit of the City prior to the date of this Agreement.

12.22 STATEMENT OF LACK OF NECESSITY. Pursuant to Lansing City 8-403 and the real property disposition ordinances promulgated thereunder, the real property to be disposed of in this Agreement or any other agreements referenced or required herein is not necessary for public purposes, as set forth in this Agreement.

12.23 ADEQUATE CONSIDERATION. The City, through its legislative and administrative branches, acknowledges that the Purchase Price is good and sufficient consideration for the Purchase Property based on the terms of this Agreement and the totality of the transaction, including, but not limited to (i) reduced public financial assistance to the Project; (ii) the need for significant infrastructure and expense to address Preexisting Conditions on the Property, (iii) significant Project investment by Developer, (iv) increase in tax revenue the City and the community receive from the redevelopment of the Purchase Property, and (v) the nature of the project as a catalyst place-making project connecting the communities of Lansing and East Lansing.

[Signature Pages Follow]

**CITY OF LANSING
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a Public Hearing will be held on Monday, July 9, 2018 at 7:00 p.m. in the City Council Chambers, 10th Floor Lansing City Hall, 124 W. Michigan Ave., Lansing, MI for the purpose of considering:

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

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

DRAFT

**DRAFT #1
APRIL 25, 2018**

ORDINANCE NO. _____

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

THE CITY OF LANSING ORDAINS:

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

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

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

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

**CITY OF LANSING
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a Public Hearing will be held on Monday, July 9, 2018 at 7:00 p.m. in the City Council Chambers, 10th Floor Lansing City Hall, 124 W. Michigan Ave., Lansing, MI for the purpose of considering:

An Ordinance of the City of Lansing, Michigan, to repeal Chapter 245, Section 245.01, of the Lansing Codified Ordinances to eliminate the permanent location of the City Market with the Riverfront Park, South of Shiawassee Street and North of the vacated Mill Street, as established in the ordinance on December 4, 2009.

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

DRAFT

DRAFT #1
MAY 30, 2018

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO REPEAL
CHAPTER 245, SECTION 245.01, TO ELIMINATE THE PERMANENT LOCATION OF
THE CITY MARKET WITHIN RIVERFRONT PARK, SOUTH OF SHIAWASSEE STREET
AND NORTH OF THE VACATED MILL STREET, AS ESTABLISHED IN THE
ORDINANCE ON DECEMBER 14, 2009.

THE CITY OF LANSING ORDAINS:

Section 1. That Chapter 245, Section 245.01, of the Codified Ordinances of the City of Lansing, Michigan, be and is hereby repealed in its entirety and shall be null and void of no effect.

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

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

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

Approved as to form:

City Attorney

Dated: _____

**CITY OF LANSING
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a Public Hearing will be held on Monday, July 9, 2018 at 7:00 p.m. in the City Council Chambers, 10th Floor Lansing City Hall, 124 W. Michigan Ave., Lansing, MI for the purpose of considering:

An Ordinance of the City of Lansing, Michigan, to 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 existing chapter and to provide a new replacement Chapter 1034 to define responsibilities under the charter and law for the naming or renaming of streets and public amenities.

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

DRAFT

**DRAFT #1
June 19, 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 EXISTING CHAPTER AND TO PROVIDE A NEW REPLACEMENT
CHAPTER 1034 TO DEFINE RESPONSIBILITIES UNDER THE CHARTER AND LAW
FOR THE NAMING OR RENAMING OF STREETS AND PUBLIC AMENITIES.

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 AND SHALL BE REPLACED WITH A NEW CHAPTER 1034 AS SET
FORTH BELOW:

1034.01. – PURPOSE

THE PURPOSE OF THIS CHAPTER 1034 IS TO DEFINE THE RESPONSIBILITIES
FOR THE NAMING OR RENAMING OF STREETS AND PUBLIC AMENITIES.

1034.02. – DEFINITIONS

(A) AS USED IN THIS CHAPTER, PUBLIC AMENITY(IES) MEANS A PUBLIC
BUILDING, PARK, GARDEN, SCULPTURE, BRIDGE, BUILDING, ROOM, BALLFIELD,
AND OTHER RELATED AMENITY, ACCESSORY, OR FACILITY WITHIN PARKS,
PUBLIC SPACES, AND PUBLIC FACILITIES, SUCH AS A BENCH, DUGOUT, MARKER,
OR EQUIPMENT.

1 1034.03. – RESPONSIBILITIES

2 (A) STREETS AND ESTABLISHED PUBLIC RIGHTS OF WAY ARE HELD FOR
3 THE PUBLIC IN TRUST. THE LANSING CITY COUNCIL IS DESIGNATED WITH THE
4 RESPONSIBILITY FOR THE NAMING OR RENAMING OF PUBLIC STREETS AND
5 PUBLIC RIGHTS OF WAY.

6 (B) THE MAYOR OF THE CITY OF LANSING IS NAMED AS MANAGER OF
7 REAL PROPERTY OF THE CITY BY THE CHARTER AND IS THEREBY DESIGNATED
8 WITH THE RESPONSIBILITY FOR THE NAMING OR RENAMING OF PUBLIC
9 AMENITIES. THIS DESIGNATION INCLUDES, BY IMPLICATION, SOLICITING
10 PRIVATE OR PUBLIC DONATIONS DIRECTED TOWARD THE CONSTRUCTION OF,
11 ENHANCEMENT TO, OR MAINTENANCE OF, PUBLIC AMENITIES.

12 (C) PRIOR TO THE NAMING OR RENAMING OF A PUBLIC STREET OR PUBLIC
13 RIGHT\OF WAY, THE PUBLIC SERVICE BOARD SHALL REVIEW THE PROPOSAL
14 AND SHALL MAKE ITS RECOMMENDATION TO THE LANSING CITY COUNCIL.
15 PRIOR TO THE NAMING OR RENAMING OF ANY PUBLIC AMENITY, THE PARK
16 BOARD SHALL REVIEW THE PROPOSAL AND SUBMIT ITS RECOMMENDATION TO
17 THE MAYOR.

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

DRAFT

**DRAFT #1
June 19, 2018**

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: _____

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, 18 to 29-year old's make up an estimated 31% of the electorate yet on average (in the United States) turnout to vote less than 50% of the time (lower than any other demographic); and

WHEREAS, young people across the United States and the state of Michigan are constantly feeling more out of touch with the political process; and

WHEREAS, Michigan was the 15th state to ratify the 26th Amendment; and

WHEREAS, activities young people can partake in to increase involvement in our nation's political processes include:

- 1.) Write a letter to a politician! Be it Governor, Senator, Representative, Mayor, or any other elected official, tell them about an issue you're passionate about.
- 2.) Call a politician who represents you and talk with them
- 3.) Join a campaign
- 5.) Talk with a friend about politics
- 6.) Learn who your representatives are
- 7.) Pledge to attend a town hall
- 8.) Talk about an issue you're passionate about
- 9.) Read a piece of political news
- 10.) Register to vote
- 11.) Apply to work for a Government Official in their office
- 12.) Work in a polling location on election day
- 13.) Work to get your neighbors more engaged in politics
- 14.) Run for office
- 15.) Sign or circulate a petition
- 16.) Learn about a political concept you're unfamiliar with
- 17.) Have a conversation with someone you ideologically disagree with on a topic

NOW, THEREFORE, the Lansing City Council hereby proclaim July 1st as Youth Voter Engagement Day in Lansing, and encourage the young people of Lansing to engage themselves in our nation's political processes on this day.

BY THE COMMITTEE OF THE WHOLE
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 of the Whole 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.

THIS ITEM NOT AVAILABLE AT TIME OF PRINT

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

WHEREAS, the Lansing Housing Commission Board of Commissioners has demonstrated a lack of transparency, a lack of cooperation and lack of communication to the Lansing City Council.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council expresses and states that it has no confidence in the current composition of the Board of the Lansing Housing Commission; and

BE IT FINALLY RESOLVED that the City Clerk shall forward this resolution of no confidence to the Mayor of the City of Lansing.

RESOLUTION NO. _____

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, Chapter 830 of the Lansing Codified Ordinances regulates liquor licenses within the City of Lansing, and;

WHEREAS, Singh Pub and Grill, 820 W. Miller, Lansing, Michigan was issued a liquor license by the Michigan Liquor Control Commission; and

WHEREAS, Binni's Bar and Grill intended to purchase the property at 820 W. Miller, Lansing, Michigan, and acquire Singh Pub and Grill's Liquor License; and

WHEREAS, Binni's Bar and Grill, 820 W. Miller, Lansing, Michigan, was previously issued a conditional liquor license by the Michigan Liquor Control Commission; and

WHEREAS, Section 830.07 provides that, "Council may recommend nonrenewal or revocation of a license, upon a determination by it that, based upon a preponderance of the evidence presented at hearing, either of the following exists: (1) A violation of any of the restrictions on licenses set forth in [Section 830.06](#); or (2) Maintenance of a nuisance upon the premises."

WHEREAS, Section 830.07 further provides for a hearing by City Council or its designated hearing officer before recommending the revocation of an already existing license; and,

WHEREAS, it is alleged that Singh Pub and Grill/Binni's Bar and Grill, has been found in violation of Section 830.07 of the Lansing Codified Ordinances by "maintenance of a nuisance upon the premises" and;

WHEREAS, Lansing Police Department Chief Michael Yankowski has indicated that Binni's Bar and Grill is an establishment generating a high number of calls for service and criminal investigations. As such, Chief Yankowski has requested that the Michigan Liquor Control Commission, and the Lansing City Council revoke Singh Pub and Grill/Binni's Bar and Grill's liquor license; and

WHEREAS, Mr. Nicholas Tate, acting as Lansing City Council's designated Hearing Officer pursuant to Resolution #2018-115, conducted a hearing on Monday, June 4, 2018, as provided by Section 830.07(a); and

WHEREAS, the licensee for Singh Pub and Grill was provided notice of the June 4, 2018 hearing; and

WHEREAS, the Licensee for Binni's Bar and Grill appeared at the revocation hearing on June 4, 2018 and was provided an opportunity to be heard; and

WHEREAS, Mr. Tate has provided a transcript of the hearing, findings of fact, and

DRAFT

recommendations to City Council, in compliance with the requirements of Section 830.07 of the Lansing Codified Ordinances.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lansing, has been fully informed of the Hearing Officer's findings of fact and proposed recommendation for revocation of Singh Pub and Grill/Binni's Bar and Grill's liquor license and/or conditional liquor license for violation of Section 830.06.

BE IT FURTHER RESOLVED, City Council of the City of Lansing, hereby affirms the Hearing Officer's proposed findings of fact and conclusion. The revocation is effective immediately.

INTRODUCTION OF ORDINANCE

Council Member Wood introduced:

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

The Ordinance is referred to the Committee on Public Safety

RESOLUTION SETTING PUBLIC HEARING BY CITY COUNCIL

RESOLVED by the City Council, City of Lansing, that a public hearing be set for Monday, July 23, 2018 at 7:00 p.m. in the City Council Chambers, 10th floor Lansing City hall, 124 W. Michigan Ave., Lansing, Mi for the purpose of considering an ordinance of the City of Lansing, Michigan, to amend Chapter 664, Section 664.04, of the Lansing codified ordinances to add gambling, gambling operations and gaming as disorderly premises; to declare any such activity or premises as a public nuisance; to provide for the forfeiture of personal property used in the conduct of such prohibited activities.

Interested Persons are invited to attend this Public Hearing

ORDINANCE NO. _____

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

THE CITY OF LANSING ORDAINS:

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

(A) DEFINITIONS.

AS USED IN THIS SECTION.

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

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

1 *REDEMPTION GAME*, EXCEPT AS PROVIDED FOR IN SECTION (B)(7), MEANS A
2 SINGLE PLAYER OR MULTIPLAYER MECHANICAL, ELECTRONIC, OR MANUAL
3 AMUSEMENT DEVICE INVOLVING A GAME, THE OBJECT OF WHICH IS THROWING,
4 ROLLING, BOWLING, SHOOTING, PLACING, PROPELLING, OR STOPPING A BALL
5 OR OTHER OBJECT INTO, UPON, OR AGAINST A HOLE OR OTHER TARGET.

6 REDEMPTION GAME DOES NOT INCLUDE ANY OF THE FOLLOWING: (A) A GAME
7 SUCH AS ROULETTE, BEANO, CARDS, DICE, WHEEL OF FORTUNE, VIDEO POKER, A
8 SLOT MACHINE, OR ANOTHER GAME IN WHICH WINNING DEPENDS PRIMARILY
9 UPON FORTUITOUS OR ACCIDENTAL CIRCUMSTANCES BEYOND THE CONTROL
10 OF THE PLAYER. OR (B) A GAME THAT INCLUDES A MECHANICAL OR PHYSICAL
11 DEVICE THAT DIRECTLY OR INDIRECTLY IMPAIRS OR THWARTS THE SKILL OF
12 THE PLAYER.

13 *CRANE GAME* MEANS AN AMUSEMENT MACHINE ACTIVATED BY THE INSERTION
14 OF A COIN BY WHICH THE PLAYER USES 1 OR MORE BUTTONS, JOYSTICKS, OR
15 SIMILAR MEANS OF CONTROL, OR A COMBINATION OF THOSE MEANS OF
16 CONTROL, TO POSITION A MECHANICAL OR ELECTROMECHANICAL CLAW, OR
17 OTHER RETRIEVAL DEVICE, OVER A PRIZE, TOY, NOVELTY, OR AN EDIBLE ITEM
18 HAVING A WHOLESALE VALUE OF NOT MORE THAN \$3.75, AND THEREBY
19 ATTEMPTS TO RETRIEVE THE PRIZE, TOY, NOVELTY, OR EDIBLE ITEM. EVERY
20 PRIZE, TOY, OR EDIBLE ITEM MUST BE RETRIEVABLE BY THE CLAW. A SLOT
21 MACHINE IS NOT CONSIDERED A CRANE GAME.

22 *GAMBLING OPERATION* MEANS THE CONDUCT OF GAMBLING GAMES

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

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

3 (B) No person shall:

4 ~~(a)~~ (1) Permit or allow any premises owned, occupied or controlled by him or her to be
5 used or occupied by persons engaged in ~~any act of illegal gambling~~ GAMBLING, A

6 GAMBLING OPERATION, OR GAMING, or in any illegal sale of intoxicating liquor;

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

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

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

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

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

(7) THIS ORDINANCE SHALL NOT APPLY TO A REDEMPTION GAME IF

ALL OF THE FOLLOWING ARE MET:

A. THE OUTCOME OF THE GAME IS DETERMINED THROUGH THE
APPLICATION OF AN ELEMENT OF SKILL BY THE PLAYER.

B. THE AWARD OF THE PRIZE IS BASED UPON THE PLAYER'S
ACHIEVING THE OBJECT OF THE GAME OR OTHERWISE UPON THE
PLAYER'S SCORE.

C. ONLY NONCASH PRIZES, TOYS, NOVELTIES, OR COUPONS OR OTHER
REPRESENTATIONS OF VALUE REDEEMABLE FOR NONCASH PRIZES,
TOYS, OR NOVELTIES ARE AWARDED. A GIFT CARD MAY BE
AWARDED UNDER THIS SUBDIVISION IF ALL OF THE FOLLOWING
APPLY:

i. THE GIFT CARD IS USABLE ONLY AT A RETAILER OR AN
AFFILIATED GROUP OF RETAILERS.

ii. THE GIFT CARD IS ISSUED IN A SPECIFIED AMOUNT.

iii. THE GIFT CARD IS REDEEMABLE ONLY FOR GOODS AND
SERVICES AVAILABLE FROM THE RETAILER OR RETAILERS
AND NOT FOR CASH.

iv. INFORMATION ON THE GIFT CARD MAY NOT BE ALTERED
WITH THE USE OF A PERSONAL IDENTIFICATION NUMBER.

D. THE WHOLESALE VALUE OF A PRIZE, TOY, OR NOVELTY AWARDED
FOR THE SUCCESSFUL SINGLE PLAY OF A GAME IS NOT MORE THAN
\$3.75.

1 E. THE REDEMPTION VALUE OF COUPONS OR OTHER
2 REPRESENTATIONS OF VALUE AWARDED FOR THE SUCCESSFUL
3 SINGLE PLAY OF A GAME DOES NOT EXCEED 15 TIMES THE AMOUNT
4 CHARGED FOR A SINGLE PLAY OF THE GAME OR A \$3.75-PER-PLAY
5 AVERAGE, WHICHEVER IS LESS. HOWEVER, PLAYERS MAY
6 ACCUMULATE COUPONS OR OTHER REPRESENTATIONS OF VALUE
7 FOR REDEMPTION FOR NONCASH PRIZES, TOYS, OR NOVELTIES OF A
8 GREATER VALUE UP TO, BUT NOT EXCEEDING, \$500.00 WHOLESALE
9 VALUE.

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

21 Section 3. All ordinances, parts of ordinances, resolutions or rules inconsistent with the
22 provisions hereof are hereby repealed.

invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof

Section 5. This ordinance shall take effect on the 30th day after enactment, unless given

Approved as to form:

City Attorney

Dated: _____



Chris Swope
Lansing City Clerk

July 6, 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

Downtown Lansing Inc.

December 8, 2016

Historic District Commission

May 14, 2018
April 9, 2018
March 12, 2018

Lansing Entertainment and Public Facilities Authority

May 22, 2018
April 24, 2018
March 27, 2018
February 27, 2018
January 23, 2018

Medical Marijuana Commission

June 15, 2018
May 18, 2018
April 20, 2018
February 16, 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,

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, 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

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

WHEREAS, the Mayor made the appointment of Yanice Jackson-Long of 534 E. Mt. Hope Avenue, Lansing, MI 48910 as a City of Lansing Member the Potter park Zoo Board for a term to expire June 30, 2021; 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 Yanice Jackson-Long of 534 E. Mt. Hope Avenue, Lansing, MI 48910 as a City of Lansing Member the Potter park Zoo Board for a term to expire June 30, 2021.

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 Review:

Tricia Spain as an At-Large Member for a term to expire June 30, 2021; and

Historical District Commission:

Curtis B. Sonnenberg as an At-Large Member for a term to expire June 30, 2021; and

Lansing Entertainment & Public Facilities Authority:

Charles Janssen as an At-Large Member for a term expiring June 30, 2021; and

Charles Mickens as an At-Large Member for a term expiring June 30, 2021; and

Park Board:

Richard Kibby as a 2nd Ward Member for a term expiring June 30, 2022; and

Planning:

Katie Alexander (Johnson) as an At-Large member for a term to expire June 30, 2022;
and

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

WHEREAS, the Committee _____ took affirmative action;

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

Board of Review:

Tricia Spain as an At-Large Member for a term to expire June 30, 2021.

Historical District Commission:

Curtis B. Sonnenberg as an At-Large Member for a term to expire June 30, 2021.

Lansing Entertainment & Public Facilities Authority:

Charles Janssen as an At-Large Member for a term expiring June 30, 2021.

Charles Mickens as an At-Large Member for a term expiring June 30, 2021.

Park Board:

Richard Kibby as a 2nd Ward Member for a term expiring June 30, 2022.

Planning:

Katie Alexander (Johnson) as an At-Large 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 Jaclyn Lillis-Warwick of 2412 Boston Blvd., Lansing, MI 48910 as an At-Large Member of the Historic District Commission for a term to expire June 30, 2021; 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 Jaclyn Lillis-Warwick of 2412 Boston Blvd., Lansing, MI 48910 as an At-Large Member of the Historic District Commission for a term to expire June 30, 2021.

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

WHEREAS, The City of Lansing's Office of Financial Empowerment was awarded a \$2,370,620.00 (\$474,124 per year), 5-year contract from the State of Michigan for Offender Success Administrative Agency Services for Region 7 of the State of Michigan, which includes Ingham, Clinton and Eaton Counties;

WHEREAS, there was a competitive bid process for the Offender Success Administrative Agency Services contract and the City of Lansing Office of Financial Empowerment submitted Quote #00024541 and Bid #007117B0011697;

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

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

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

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

WHEREAS, a Budget Adjustment Request (BAR) was submitted by the City of Lansing's Office of Financial Empowerment to increase the budget from \$474,124 per year to \$497,004, and this BAR was approved by the Michigan Department of Corrections on May 25, 2018;

NOW, THEREFORE, BE IT RESOLVED, The Lansing City Council approves acceptance of the additional \$22,880 per year in budget (\$114,400 total) for the grant period beginning October 1, 2017 and ending March 31, 2022 for the City of Lansing.

BE IT FINALLY RESOLVED, The Administration is authorized to create appropriate accounts and to make the necessary operating transfers for the expenditure and control of the balance of the grant funds.

XV B 1

Thang and Anneli Mung
1939 Cumberland Rd.
Lansing, MI 48906

July 2, 2018

Claims Review Committee
Lansing City Council
Lansing City Clerk
9th Floor, City Hall
Lansing, MI 48933

To whom it may concern:

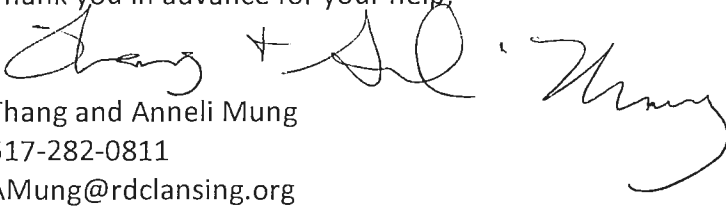
We would like to submit a request to appeal the City Attorney's decision regarding the fee of \$1376 assessed to us for a trash violation (invoice #00111445, record #E18-01759).

Enclosed please find our original claim form.

After a hearing on June 21st, the City Attorney's office graciously granted a portion of our claim - \$802 - leaving us with a fine of \$574. Unfortunately, we do not have money to pay this portion, either, so we would like to request that the entire amount of the violation be waived, in light of the facts that we were never successfully notified of the trash violation, and did our due diligence making multiple phone calls to verify that we were in compliance with our trash.

Please let us know what next steps we need to take regarding our appeal.

Thank you in advance for your help.


Thang and Anneli Mung
517-282-0811
AMung@rdclansing.org

RECEIVED
2018 JUL -3 PM 1:13
LANSING CITY CLERK



City of Lansing

OFFICE OF THE CITY ATTORNEY

Claims Review Committee Form

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

NAME: Anneli and Thang Mung DATE: 5/3/2018

MAILING ADDRESS: 1939 Cumberland Rd. EMAIL: anneli.s.mung@gmail.com

CITY: Lansing STATE: MI ZIP CODE: 48906

TELEPHONE: Home () 517-282-0811 Work () _____

Please provide the following information on the incident(s) for which you are filing a claim. WE MAY NOT BE ABLE TO PROCESS YOUR CLAIM IF YOU DO NOT PROVIDE ALL OF THE INFORMATION BELOW.

ADDRESS: 1939 Cumberland Rd. PARCEL NO. 33-01-01-05-301-081

DATE OF INCIDENT: 4/30/2018 AMOUNT YOU WERE BILLED: \$1374.00

TOTAL AMOUNT YOU ARE CONTESTING: \$1374.00

TYPE OF ASSESSMENT: Trash - Admin Fee/Trash-Contractor Charge (Invoice #00111445, record #E18-01759)

Please give a detailed description of the circumstances surrounding the incident, including why you feel the City should not have charged you this fee. You may attach additional pages or documentation to this form as needed.

Please see attached page. Thank you so much for your help.

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

We have owned this home for less than 2 years, so we are still figuring out how the trash system works. During those 2 nice days in February, I cut down some brush, tied it into bundles the same size as I have in the past, and dragged them out to the street, expecting that they would be collected on the following Monday as usual. When they weren't picked up for a couple of weeks, I called the City of Lansing trash department, and found out that yard waste collection stops during the winter months, and wouldn't resume until April. "That seems like kind of a long time", I said. "Can you send out one of your trucks specifically to pick up my bundles? I am hosting a baby shower next weekend, and would like that stuff out of my front yard." I was told that all trucks were devoted to other things during the winter months, and I would have to wait until April when yard waste collection resumed.

So, I apologized to my neighbors, and waited until the first week of April. When it wasn't picked up on the first 2 April trash days, I called the City of Lansing trash department again, reminded them of my previous phone call and that they had said to wait for April, and asked if there was any problem with the way I had tied up my bundles this time, or if there was anything at all that I needed to do to make sure that it all got picked up. The lady on the phone sounded puzzled that it hadn't been picked up, asked for my address, and said she would request to send someone out right away. When the waste was removed a week later, I thought we were all set.

Until I received a bill in the mail this afternoon. We never received mail or a phone call informing us that we were out of compliance, during my 2 phone calls with the city no one ever mentioned anything to me or suggested that it might be something I should look into, and when the yard waste was not collected in a timely manner I did all I know to do to figure out why and make sure that my bundles were in compliance. We would like to request that this charge be reversed – If we had \$1300 to pay for someone to haul these bundles of branches away, I would have done it LONG ago, before my baby shower, instead of watching them outside my house for 2 months. Now that I know the months for yard waste removal, I will be very careful not to put anything out before or after that.

Thank you in advance for your help.

RECEIVED MAY 03 2018



City of Lansing

OFFICE OF THE CITY ATTORNEY

1574

Claims Review Committee Form

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

NAME: Anneli and Thang Mung DATE: 5/3/2018
MAILING ADDRESS: 1939 Cumberland Rd. EMAIL: anneli.s.mung@gmail.com
CITY: Lansing STATE: MI ZIP CODE: 48906
TELEPHONE: Home () 517-282-0811 Work () _____

Please provide the following information on the incident(s) for which you are filing a claim. WE MAY NOT BE ABLE TO PROCESS YOUR CLAIM IF YOU DO NOT PROVIDE ALL OF THE INFORMATION BELOW.

ADDRESS: 1939 Cumberland Rd. PARCEL NO. 33-01-01-05-301-081
DATE OF INCIDENT: 4/30/2018 AMOUNT YOU WERE BILLED: \$1374.00
TOTAL AMOUNT YOU ARE CONTESTING: \$1374.00
TYPE OF ASSESSMENT: Trash - Admin Fee/Trash-Contractor Charge (Invoice #00111445, record #E18-01759)

Please give a detailed description of the circumstances surrounding the incident, including why you feel the City should not have charged you this fee. You may attach additional pages or documentation to this form as needed.

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Thank you in advance for your help.

10:00

DATE: 5/14/2018

PPN: 33-01-01-05-301-081
DATE SUBMITTED: 5/03/2018
ADDRESS OF VIOLATION: 1939 Cumberland Road
LISTED TAXPAYER OF RECORD: Mung, Anneli & Thang
OTHER TAXPAYER OF RECORD:
CLAIMANT: Mung, Anneli & Thang
CLAIMANT'S ADDRESS: 1939 Cumberland Road
Lansing, MI 48906

1574

TYPE OF ACTIONS CONTESTED: Trash Removal
VIOLATION DATE: 4/02/2018
NOTIFICATION DATE: 4/02/2018
2ND NOTICE ASSESSMENT DATE:
AMOUNT OF ASSESSMENT: \$1,374.00
CONTRACTOR NAME - INVOICE NO. - DATE: Crutcher 18-T064 4/16/2018
AMOUNT OF CLAIM: \$1,374.00

ADDITIONAL ACTIONS CONTESTED:

VIOLATION DATE:
NOTIFICATION DATE:
2ND NOTICE ASSESSMENT DATE:
AMOUNT OF ASSESSMENT:
CONTRACTOR NAME - INVOICE NO. - DATE:
AMOUNT OF CLAIM:
MEMO DATE - INVOICE NO.:

HISTORY: Trash
Violation
4/02/2018

CITATIONS IN PREVIOUS YEAR:

CLAIMANT'S CIRCUMSTANCES: See Attached

CODE OFFICER'S NOTES: This property was cited for the brush & tree limbs in the front yard on 4/02/2018 with a compliance due date of 4/09/2018. The claimant never contacted the Premise Officer regarding the notice this office sent and the contractor arrived on 4/16/2018 (14 days after the notice was sent) and removed the brush from the front yard. The Public Service Department did not remove the brush due to the brush not being bundled to the size specifications set for by the City of Lansing (see included documentation from Public Service) and in the pictures the pictures the brush does not appear to be bundled. This office recommends denial of the claim.

RECEIVED MAY 03 2018



City of Lansing

OFFICE OF THE CITY ATTORNEY

1574

Claims Review Committee Form

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

NAME: Anneli and Thang Mung DATE: 5/3/2018
MAILING ADDRESS: 1939 Cumberland Rd. EMAIL: anneli.s.mung@gmail.com
CITY: Lansing STATE: MI ZIP CODE: 48906
TELEPHONE: Home () 517-282-0811 Work () _____

Please provide the following information on the incident(s) for which you are filing a claim. WE MAY NOT BE ABLE TO PROCESS YOUR CLAIM IF YOU DO NOT PROVIDE ALL OF THE INFORMATION BELOW.

ADDRESS: 1939 Cumberland Rd. PARCEL NO. 33-01-01-05-301-081
DATE OF INCIDENT: 4/30/2018 AMOUNT YOU WERE BILLED: \$1374.00
TOTAL AMOUNT YOU ARE CONTESTING: \$1374.00
TYPE OF ASSESMENT: Trash - Admin Fee/Trash-Contractor Charge (Invoice #00111445, record #E18-01759)

Please give a detailed description of the circumstances surrounding the incident, including why you feel the City should not have charged you this fee. You may attach additional pages or documentation to this form as needed.

Please see attached page. Thank you so much for your help.

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

We have owned this home for less than 2 years, so we are still figuring out how the trash system works. During those 2 nice days in February, I cut down some brush, tied it into bundles the same size as I have in the past, and dragged them out to the street, expecting that they would be collected on the following Monday as usual. When they weren't picked up for a couple of weeks, I called the City of Lansing trash department, and found out that yard waste collection stops during the winter months, and wouldn't resume until April. "That seems like kind of a long time", I said. "Can you send out one of your trucks specifically to pick up my bundles? I am hosting a baby shower next weekend, and would like that stuff out of my front yard." I was told that all trucks were devoted to other things during the winter months, and I would have to wait until April when yard waste collection resumed.

So, I apologized to my neighbors, and waited until the first week of April. When it wasn't picked up on the first 2 April trash days, I called the City of Lansing trash department again, reminded them of my previous phone call and that they had said to wait for April, and asked if there was any problem with the way I had tied up my bundles this time, or if there was anything at all that I needed to do to make sure that it all got picked up. The lady on the phone sounded puzzled that it hadn't been picked up, asked for my address, and said she would request to send someone out right away. When the waste was removed a week later, I thought we were all set.

Until I received a bill in the mail this afternoon. We never received mail or a phone call informing us that we were out of compliance, during my 2 phone calls with the city no one ever mentioned anything to me or suggested that it might be something I should look into, and when the yard waste was not collected in a timely manner I did all I know to do to figure out why and make sure that my bundles were in compliance. We would like to request that this charge be reversed – If we had \$1300 to pay for someone to haul these bundles of branches away, I would have done it LONG ago, before my baby shower, instead of watching them outside my house for 2 months. Now that I know the months for yard waste removal, I will be very careful not to put anything out before or after that.

Thank you in advance for your help.



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

Nuisance Fee Billing Statement

Date Created: 04/24/2018
 Due Date: 05/24/2018
 Pay Invoice In Full



MUNG ANNELI & THANG
 1939 CUMBERLAND RD
 LANSING MI 48906

Inv Number: 00111445
 Parcel: 33-01-01-05-301-081
 Address: 1939 CUMBERLAND RD



Parcel: 33-01-01-05-301-081

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00111445		E18-01759	1939 CUMBERLAND RD	\$1,374.00
Fee Details:		Quantity	Description	Balance
		1.000	Trash - Admin Fee	\$ 265.00
		1109.000	Trash - Contractor Charge	\$ 1,109.00
Total Amount Due				\$ 1,374.00

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

Payment Information:

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

Appeals Process:

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

Other Information:

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

By Authority of the Lansing City Council - Ordinance Numbers 655, 676, 1060.08 and 1460.04
 Payments may be made online or in person Monday thru Friday 8:00 a.m. - 4:30 p.m., at the above address or by mail

Eric's Refuse LLC
P.O. Box 16035
Lansing, MI 48901 US
ericsrefuse@hotmail.com

INVOICE

BILL TO

Lansing Fire Department
316 N Capitol, Ste. C-1
Lansing, MI 48933-1238

INVOICE # 1781
DATE 04/22/2018

PROPERTY ADDRESS
1939 Cumberland RD

PARCEL NUMBER
33-01-01-05-301-081

ACTIVITY	QTY	RATE	AMOUNT
city:1hour 3 yards first hour and 3 cubic yards	1	175.00	175.00
city:add hours any hours after 1	3	150.00	450.00
city:add cy any after 3	22	22.00	484.00
4/16/18 25 yards Jacob Odom			

BALANCE DUE

\$1,109.00



Andy Schor, Mayor

Economic Development & Planning Code Enforcement Office

316 N. Capitol, Ste C-1, Lansing, MI 48933-1238
(517) 483-4361 FAX (517) 377-0100

TRASH AND DEBRIS CORRECTION NOTICE

MUNG ANNELI & THANG
1939 CUMBERLAND RD
LANSING, MI 48906

Violation Date: 04/02/2018
Violation Location: 1939 CUMBERLAND RD
Parcel No: 33-01-01-05-301-081
Compliance Due Date: April 09, 2018

You are hereby notified that this Office has found a violation of the City of Lansing Housing Code Section 302 EXTERIOR PROPERTY at the above referenced location.

Violation: Brush & Tree Limb debris

INSPECTOR COMMENTS: *front yard.*

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

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

Code Officer: Jacob Odom (517) 483 4378 Jacob.Odom@lansingmi.gov

"Equal Opportunity Employer"

Taxpayer's Copy



Andy Schor, Mayor

Economic Development & Planning Code Enforcement Office

316 N. Capitol, Ste C-1, Lansing, MI 48933-1238
(517) 483-4361 FAX (517) 377-0100

Trash Authorization Form

Submitted to: Eric Crutcher on 04/10/2018

TAXPAYER: MUNG ANNELI & THANG, 1939 CUMBERLAND RD LANSING, MI 48906

Location of Work:

Enf Num: E18-01759

Address: 1939 CUMBERLAND RD

Lot No:

Description:

Parcel No: 33-01-01-05-301-081

Remove Trash and Debris

Work Authorized:

Violation: Brush & Tree Limb debris

INSPECTOR COMMENTS: *front yard.*

PLUS ANY OTHER INCIDENTAL TRASH / DEBRIS ON THE PROPERTY

Authorized Time required to complete work: 2

Authorized Cubic Yards: 15

Warning Comment:

<NONE>

Submitted By: Jacob Odom (517) 483 4378

This action is authorized by the Manager of Code Compliance

Yard Waste Services

There are a variety of options for handling yard waste, including curbside pick-up or on site composting, "grasscycling," and mulching.

Curbside Collection

Leave, grass clippings, tree trimmings, and other organic yard waste materials are picked up weekly on a seasonal basis, typically between April and November. Residents may place as much material at the curbside as needed, provided it complies with the guidelines listed below:

We may be late picking up yard waste. If your yard waste isn't picked up on your collection day, please leave it at the curb so we can get it as soon as possible, typically the next day. Yard waste must be out by 7am, this message does not apply to late sets.

Option No. 1

- Place materials in paper yard waste bags.
- Paper bags are available at many local grocery and convenience stores. Bags weighing over 30 pounds will not be collected.
- Yard waste placed in plastic bags will not be accepted.

Option No. 2

- Bundle brush and tree trimmings securely with string or twine (NO wire).
- Branches must be less than 4 feet in length and 2 inches in diameter.
- Place materials at the curb on the normal collection day.

- Please do not use City of Lansing blue bags, blue carts, or private waste hauler carts for yard clippings.

Backyard Composting

We encourage Lansing residents to compost leaves, grass clippings, garden wastes and other organic material by using a backyard compost pile or bin. Through the natural process of composting, leaves and grass clippings from your yard can be transformed into a nutrient-rich substance called compost. Many communities are re-discovering the ancient art of composting and the benefit of compost for building healthy soil.

Acceptable composting materials:

- Coffee grounds
- Fruit peelings
- Garden wastes (do not add weed seeds or diseased plants)
- Grass clippings
- Leaves
- Tea leaves
- Vegetable wastes

It could take anywhere from one month to two years to make finished compost, depending on the following factors:

- Balance of "green" and "brown" materials
- How often the pile is turned or aerated
- Moisture levels
- Size of materials (the smaller the materials, the quicker they decompose)
- Type of compost bin or pile

Grasscycling

Grasscycling simply means leaving the clippings on the lawn after mowing. This returns valuable nutrients to the soil, saves the time and effort of bagging the clippings and minimizes the expense of curbside collection.

Grass clippings do not cause thatch! Clippings are about 85% water and contain a great deal of nitrogen. Thatch is the remains of woody portions of the grass plants and is often the result of over-fertilizing and excessive watering.

Mulching

Shredded leaves, grass clippings, hay, straw, pine needles and other yard materials can be



1939 Cumberland RD (1)



1939 Cumberland RD (2)





