

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 AUGUST 13, 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, August 13, 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 July 23, 2018
- IV. CONSIDERATION OF LATE ITEMS (Suspension of Council Rule #9 is needed to allow consideration of late items. Late items will be considered as part of the regular portion of the meeting to which they relate.)
- V. TABLED ITEMS
- VI. SPECIAL CEREMONIES
 1. Tribute; in recognition of National Health Care and Ingham County Health Center
- 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
 1. In consideration of Orders to Make Safe or Demolish; 500 Leshar Place
- 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 Public Improvement III; Stabler Street Reconstruction Project
2. In consideration of an Ordinance to broaden and clarify enforcement of trash and recycling bin requirements

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 National Health Care and Ingham County Health Center
 - b. Tribute; in recognition of New Mount Calvary Baptist Church for 54 years of service
2. BY THE COMMITTEE ON DEVELOPMENT AND PLANNING
 - a. Confirmation of Appointment; Yvette Collins to the Michigan Avenue Corridor Improvement Authority for a term to expire June 30, 2021
 - b. Confirmation of Appointment; Matthew Solak as an At-Large Member of the Board of Zoning Appeals for a term to expire June 30, 2020
 - c. Setting a Public Hearing in consideration of Brownfield Plan #73; Waypoint Residential LLC, 3600 Dunckel Road
3. BY THE COMMITTEE ON GENERAL SERVICES
 - a. Claim Disposition; Claim #1574, Anneli and Thang Mung for trash violation fees at 1939 Cumberland Rd for \$1374
4. BY THE COMMITTEE ON PUBLIC SERVICES
 - a. Confirmation of Appointment; Jason Wilkes as an At-Large member of Board of Public Service for a term to expire June 30, 2019
5. BY THE COMMITTEE OF THE WHOLE

- a. Council Rule Revisions; Amend Rule 4, Appointment of Committee Members; Creation of Ad-Hoc Committees (per Council Rule #41, motion may not be considered for adoption until the next Council meeting)
 - C. RESOLUTIONS FOR ACTION
 - 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 provide further guidelines, requirements, and exemptions for lighting in areas of off-street parking
 - 2. BY THE COMMITTEE ON PUBLIC SERVICES
 - a. Post-Construction Storm Water Management Ordinance
 - F. ORDINANCES FOR PASSAGE
 - 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
 - 2. BY THE COMMITTEE OF THE WHOLE
 - a. 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
- XIV. SPEAKER REGISTRATION FOR PUBLIC COMMENT ON CITY GOVERNMENT RELATED MATTERS
- XV. REPORTS OF CITY OFFICERS, BOARDS, AND COMMISSIONS; COMMUNICATIONS AND PETITIONS; AND OTHER CITY RELATED MATTERS **(Motion that all items be considered as being read in full and that the proper referrals be made by the President)**
 - A. REPORTS FROM CITY OFFICERS, BOARDS, AND COMMISSIONS
 - 1. Letter(s) from the City Clerk re:
 - a. Minutes of Boards, Commissions, and Authorities placed on file in the Clerk's Office

- b. Micro Brewer and Small Wine Maker License; Sleepwalker Spirits and Ale, 1101 S Washington Avenue
- c. Transfer Ownership Class C, SDM, Sunday Sales (AM/PM) and Outdoor Service license to Art's Pub, LLC, from RYJT, Ltd at 809 E. Kalamazoo St
- d. Proposal by Citizen Initiative for the Annexation of Eight Parcels in Delta Charter Township to the City of Lansing
- e. Request for Recognition of Non-Profit Status; Connect 4 Kids
- f. Tri-County Office on Aging Fiscal Year 2019 Annual Implementation Plan

2. Letter(s) from the Mayor re:

- a. Sole Source Purchase; Public Service Department Engineering Division request for Michigan State University Extension Services as the vendor to provide Habitat Assessment for Endangered Special and Relation Services for work along the River Trail
- b. Adado Riverfront Park Outdoor Recreation Legacy Partnership (ORLP) Grant
- c. Issuance and Sale of General Obligation Refunding Bonds to refund the Building Authority Refunding Bond, Series 2007
- d. Issuance and Sale of Michigan Transportation Fund Bonds to reconstruct and repair City streets
- e. Issuance and Sale of 2018 Michigan Transportation Fund Bonds
- f. Grant Acceptance; 2017 Justice Assistance Grant
- g. Reappointments; Frank J. Ferro as an At-Large Member and David Keeney as the Second Ward Member of the Board of Fire Commissioners for terms to expire June 30, 2022
- h. Release of Deed Restriction, 1416 New York Ave
- i. Addition of AML Group PLC to the City Attorney's approved law firms list

B. COMMUNICATIONS AND PETITIONS, AND OTHER CITY RELATED MATTERS

- 1. Affidavit of Disclosure; Joseph McDonald, Human Relations & Community Services Department

2. Communication from the Ingham County Board of Commissioners; request for resolution to authorize submission of a Community Corrections Grant Application

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.

RESOLUTION #2018-194

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

WHEREAS, the Lansing Code Compliance Officer has declared a certain structure (dwelling) at 500 LESHHER PLACE, Parcel # 33-01-01-15-104-431, legally described as: Lot 16, Block 2, Assessor's Plat Number 7, and commonly known as 500 LESHHER PLACE to be an unsafe and dangerous building and requested the property owner be ordered to demolish or otherwise make safe the structure; and

WHEREAS, The Code Compliance Officer red tagged the said structure on 03/31/2016, and requested the property owner be ordered to demolish or otherwise make safe the structure; and

WHEREAS, on 4/20/2018, the Lansing Demolition Board held a special meeting to consider and make a recommendation on whether to declare the structure a dangerous building, as defined in the Housing Law of Michigan (MCLA 125.539) and the Lansing Housing and Premises Code (1460.09) to order the property owner to make safe or demolish the structure; and

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

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

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council hereby schedules a show cause hearing for Monday, August 13, 2018 at 7:00 p.m. in the Lansing City Council Chambers, 10th Floor City Hall, 124 W. Michigan, Lansing, Michigan in consideration of the finding and order of the Lansing Demolition Hearing Board Officer regarding the structure at 500 Leshher Place to give the owner, or the owner's agent, the opportunity to appear and show cause why the building should not be demolished or otherwise made safe; and to approve, disapprove, or modify the order of the hearing officer to demolish or make safe the subject structure.

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

CITY OF LANSING - DEMOLITION BOARD
REPORT FOR CITY COUNCIL
CASE OVERVIEW SHEET

ADDRESS:	500 Leshar Place
PARCEL NUMBER:	33-01-01-15-104-431

SHOW CAUSE HEARING DATE:	
DEMOLITION CASE FILE #:	2018-D001

LISTED TAXPAYER:	Shane, Thomas
INTERESTED PARTIES:	
SEV INFORMATION:	\$16,900.00
LAND VALUE:	\$8,179.00
BUILDING VALUE:	\$25,703.00
LOT SIZE:	

HOUSING CODE VIOLATION LTR:	3/31/2016
ORIGINAL RED TAG DATE:	3/31/2016
ZONING:	R DM-3
ESTIMATE OF REPAIRS:	\$136,740.00
PICTURES:	YES
OTHER:	

LEGAL DESCRIPTION:	LOT 16 BLOCK 2 ASSESSORS PLAT NO 7
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ORDER OF DEMOLITION BOARD

DEMOLITION BOARD MEETING DATE:	4/20/2017
ORDER:	MAKE SAFE OR DEMOLISH BY 5/24/2018
REASON/CONDITIONS:	DANGEROUS BUILDING
HEARING OFFICER:	DAVE MUYLLE

CURRENT PERMIT ACTIVITY

BUILDING:	Required, not yet pulled
ELECTRICAL:	Required, not yet pulled
MECHANICAL:	Required, not yet pulled
PLUMBING:	Required, not yet pulled
DEMOLITION:	na

CURRENT CITY COUNCIL ACTIVITY

REQUEST FOR SHOW CAUSE SENT:	
SHOW CAUSE HEARING DATE:	
PUBLIC SAFETY COMMITTEE WILL REVIEW:	

500 Leshner Place

- Original Red Tag Date

- 3/31/2016

- Submitted Into Make Safe Or Demolish Process

- 10/20/2017

- Property Vacant/Repairs Exceed Building SEV

- Property vacant more than 180 days
- Repairs exceed building SEV

- Title Information

- Thomas, Shane

500 Lesher Place

Property Value Information

- SEV
 - \$8,900 (as of 1/20/14)
- Structure
 - \$6,929 (as of 1/20/14)
- Land
 - \$10,868 (as of 1/20/14)
- Estimate of Repairs
 - \$130,075.00

500 Leshner Place.

Housing Code Correction Letters

● Code Compliance Inspection Date

● 03/31/2016

● Code Compliance Letter Written

● 03/31/2016

● Code Compliance Due Date

● 04/30/2016

500 Leshner Place.

Demolition Board Actions

- Demolition Board Show Cause Hearings
 - 2/22/2018 tabled till 3/22/2018

- Order by Demolition Board

- MS or D by 05/24/2018

- Request Sent To City Council for Show Cause Hearing

- 6/11/2018

500 Leshner Place.

City Council Actions

- Show Cause Hearing Held
- Public Safety Committee Meeting
- Resolution passed by City Council
- Extension Requested By Owner

500 Leshner Place.

General Comments

- None of the required permits have been pulled as of 06/11/18.

RECOMMENDATIONS

● FOR NEW CASES:

- Recommend time frame for MS or D. This requires a resolution be passed by City Council –
 - 60 days for regular demolitions
 - 30 days for fire-damaged demolitions
- Table case – Stays at PS Committee level for future review.

● FOR EXTENSION REQUESTS:

- Grant extension if requested. Requires new resolution be passed by City Council.
- Deny extension requested. Case will proceed in demo process and be sent out to bid for demolition.

● FOR TABLED CASES:

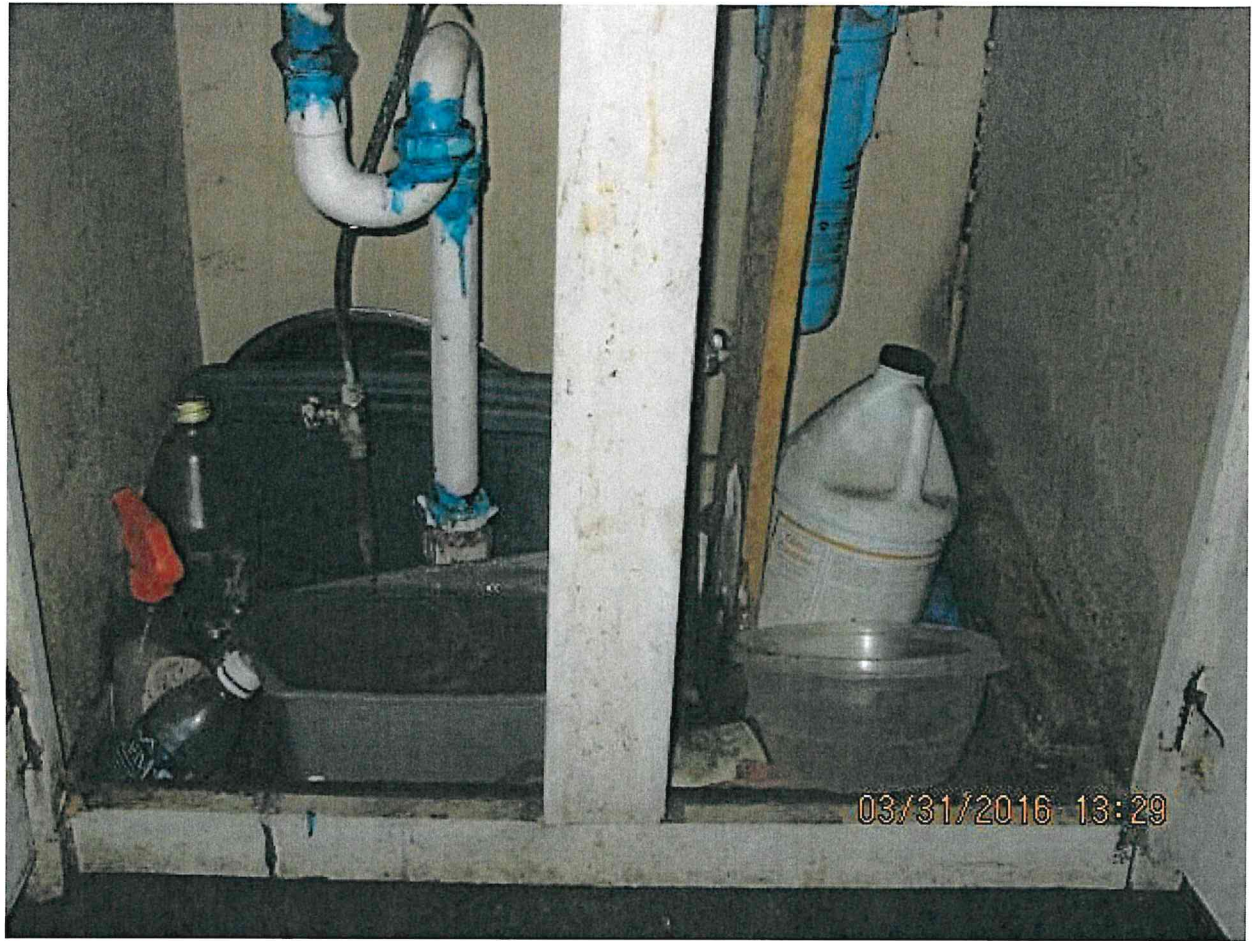
- Recommend time frame for MS or D. This requires a resolution be passed by City Council –
 - 60 days for regular demolitions
 - 30 days for fire-damaged demolitions
- Return case to table – Stays at PS Committee level for future review.

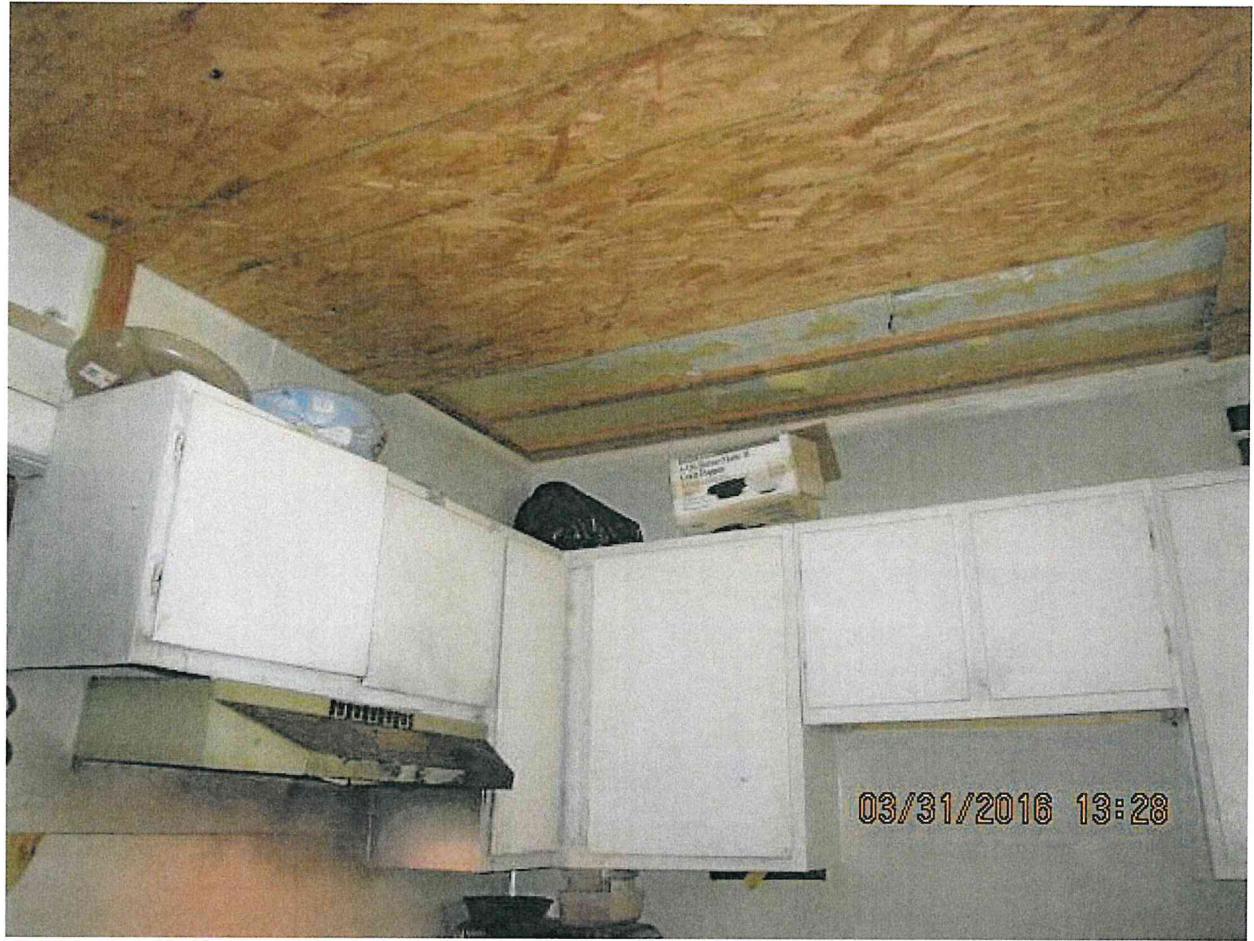




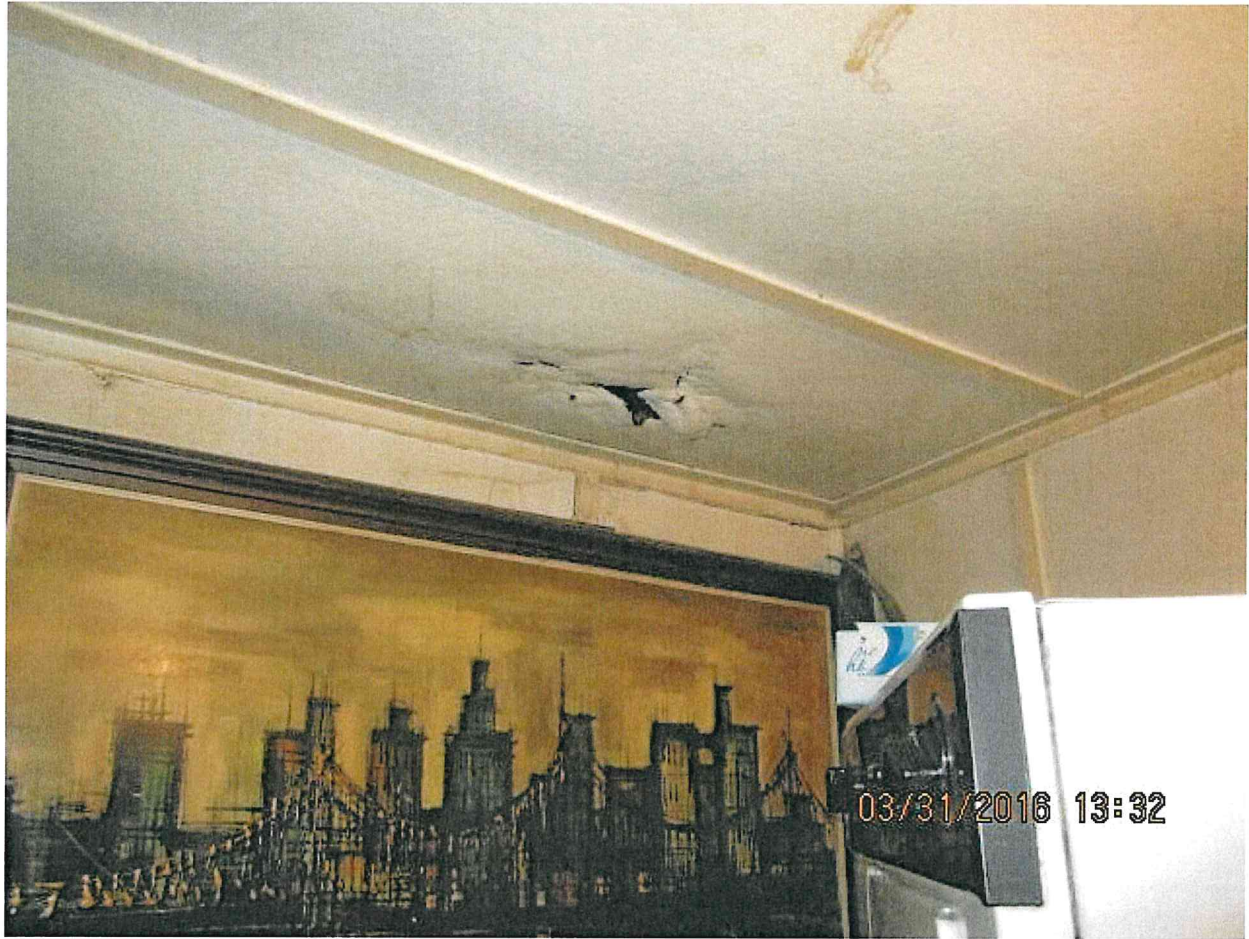


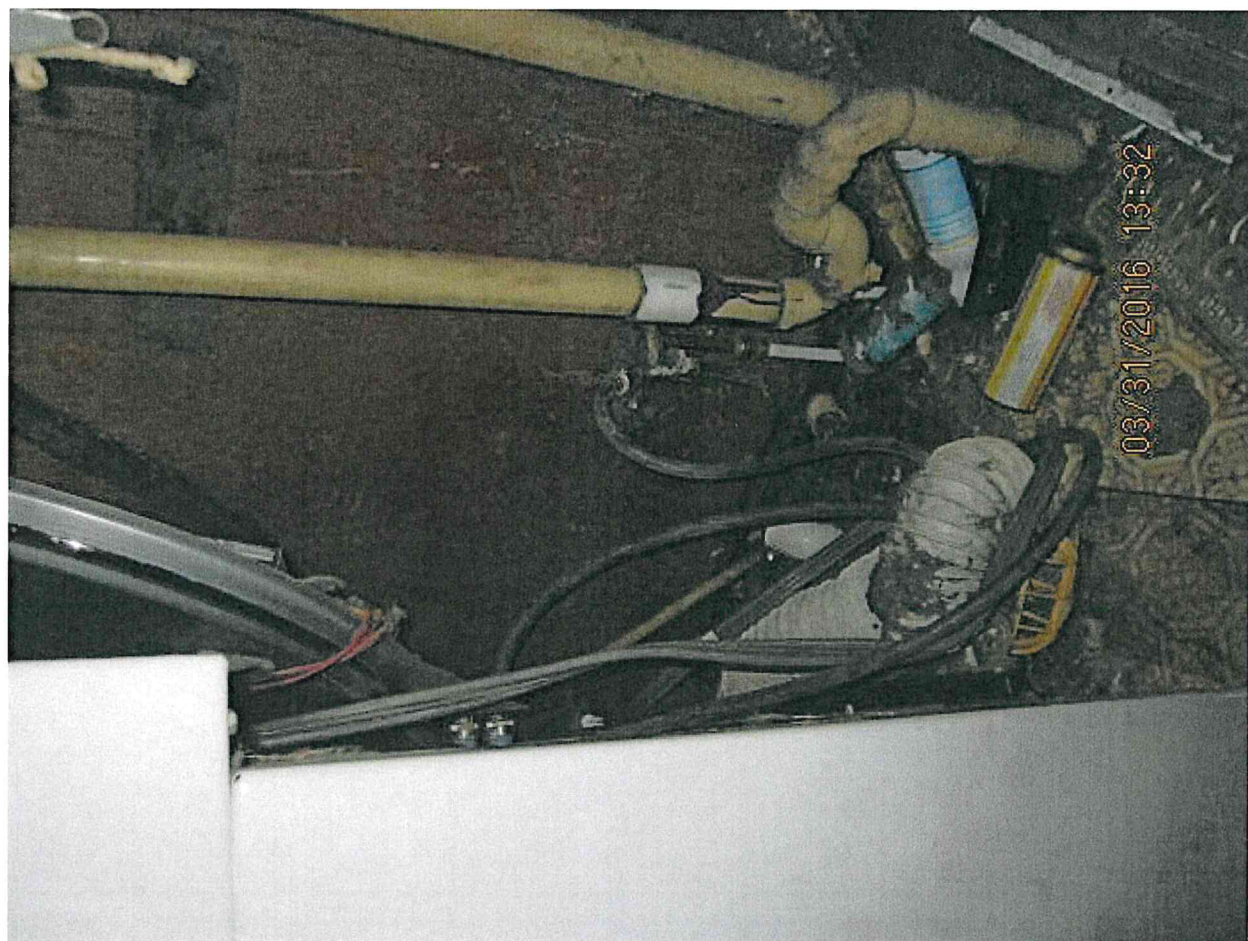








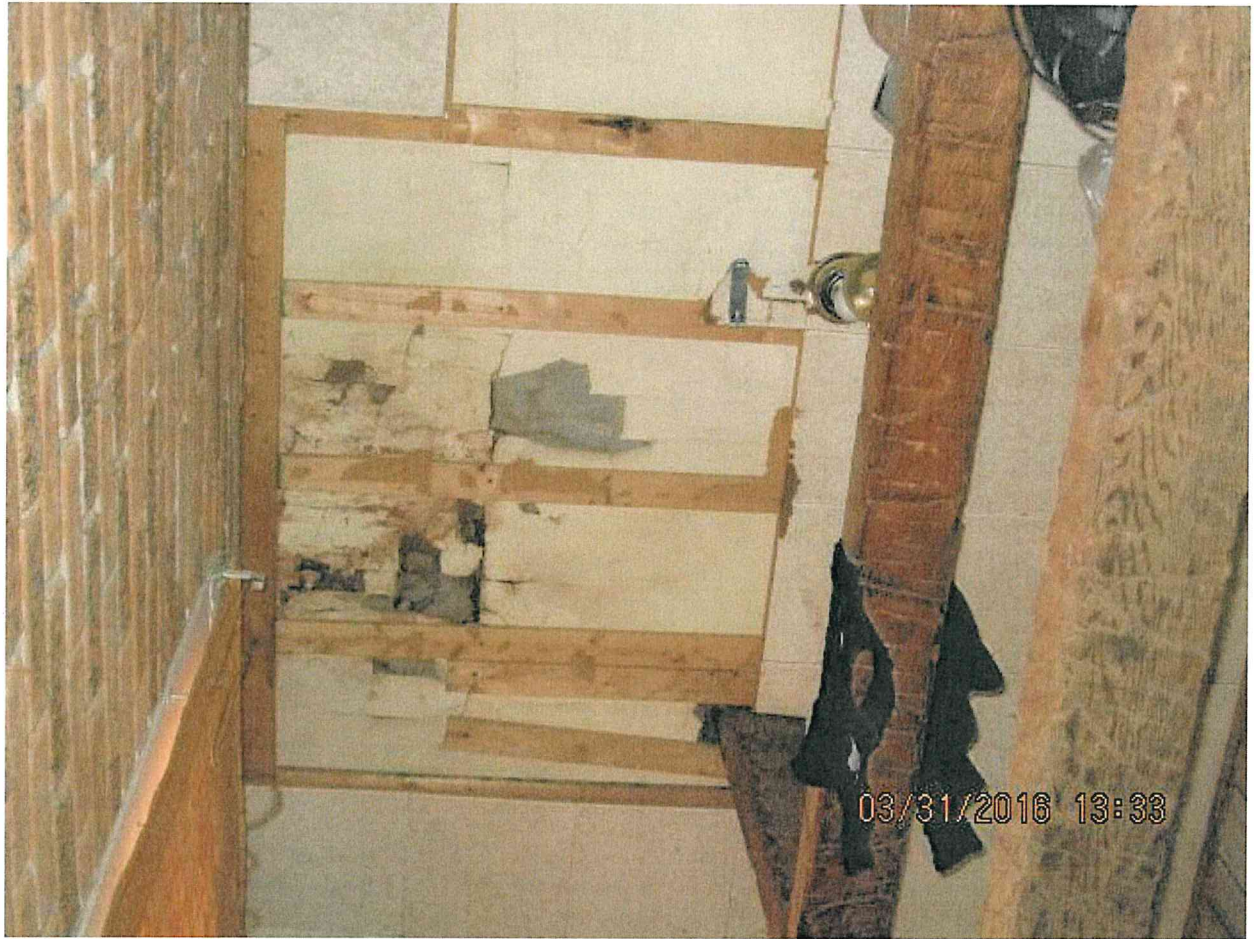


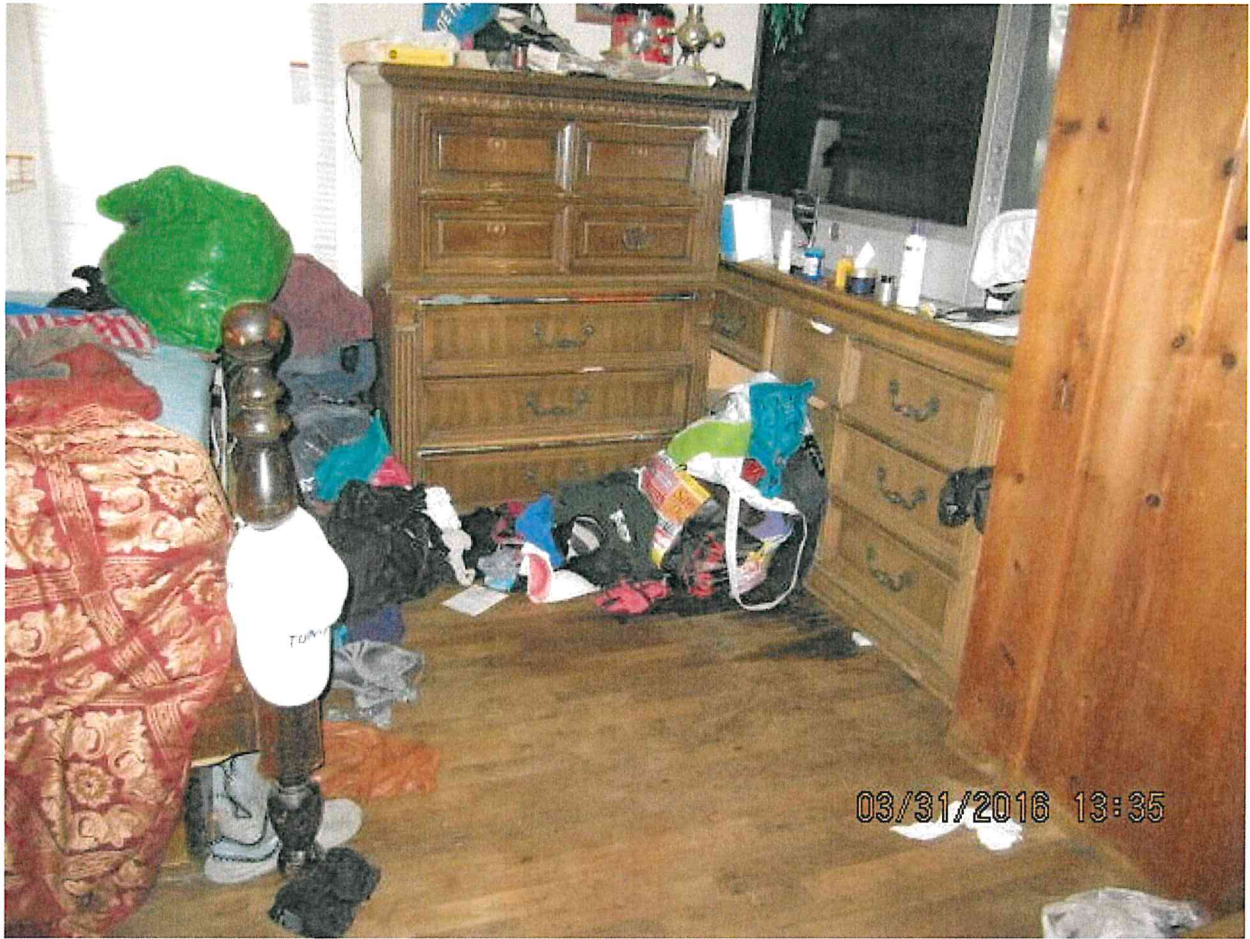


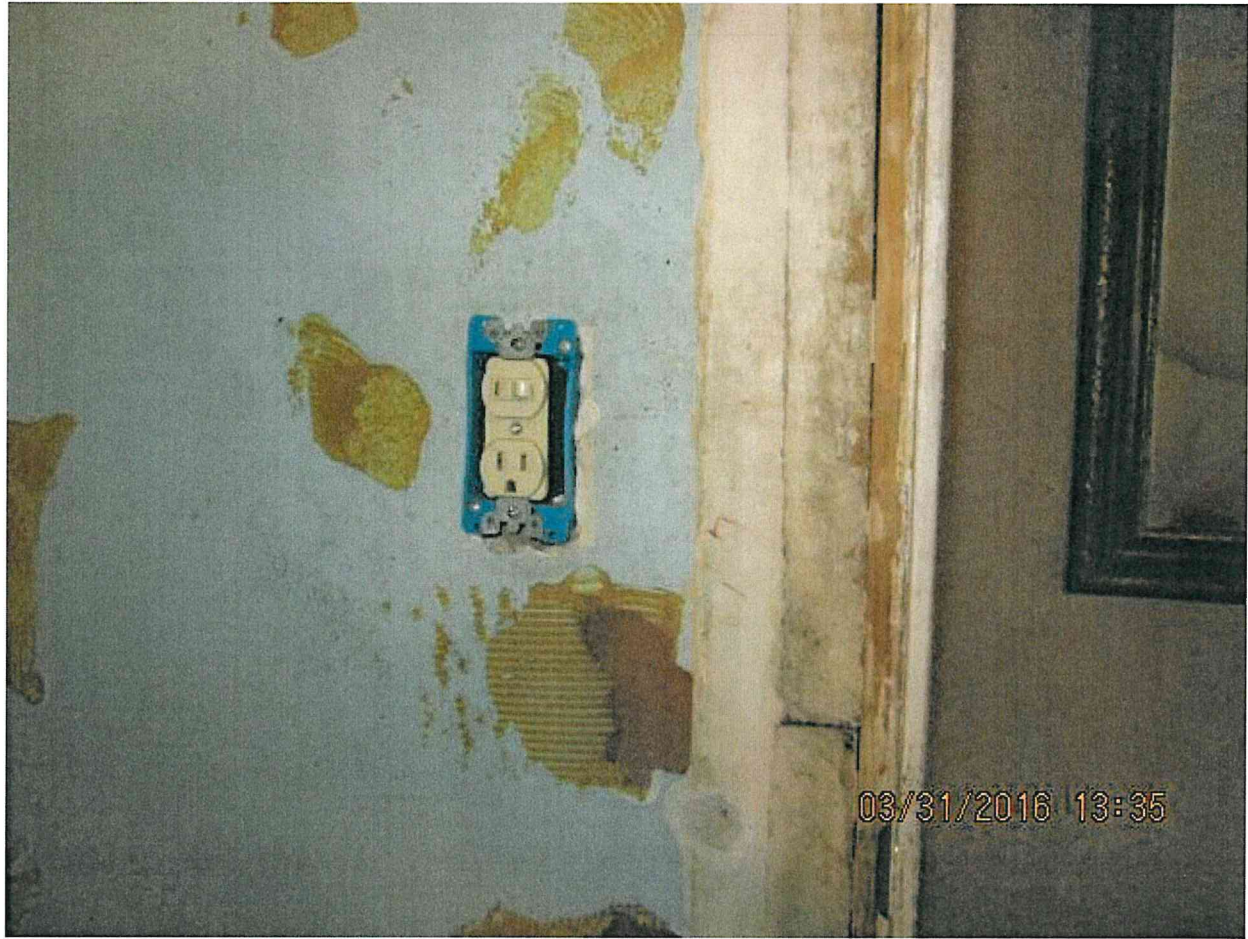


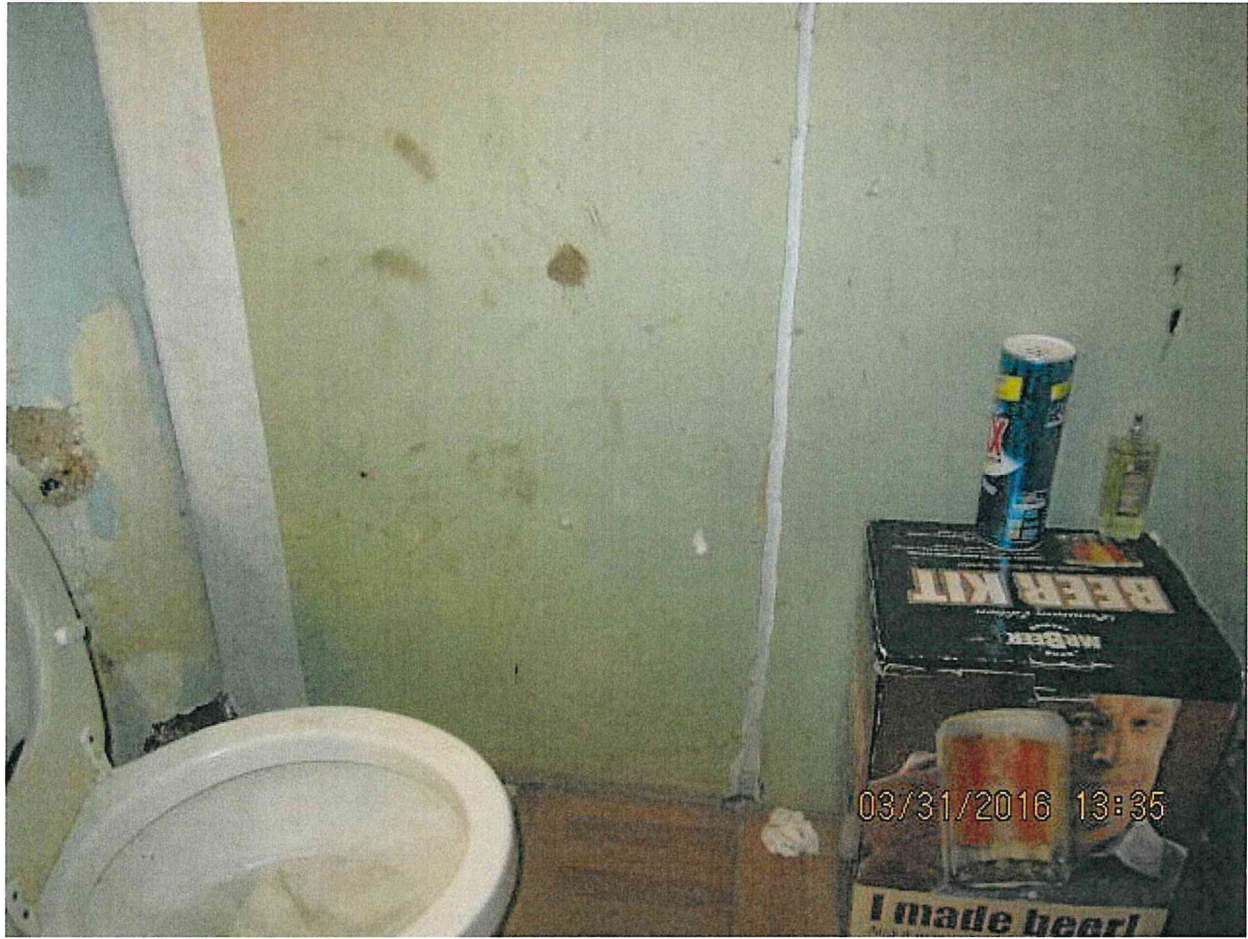








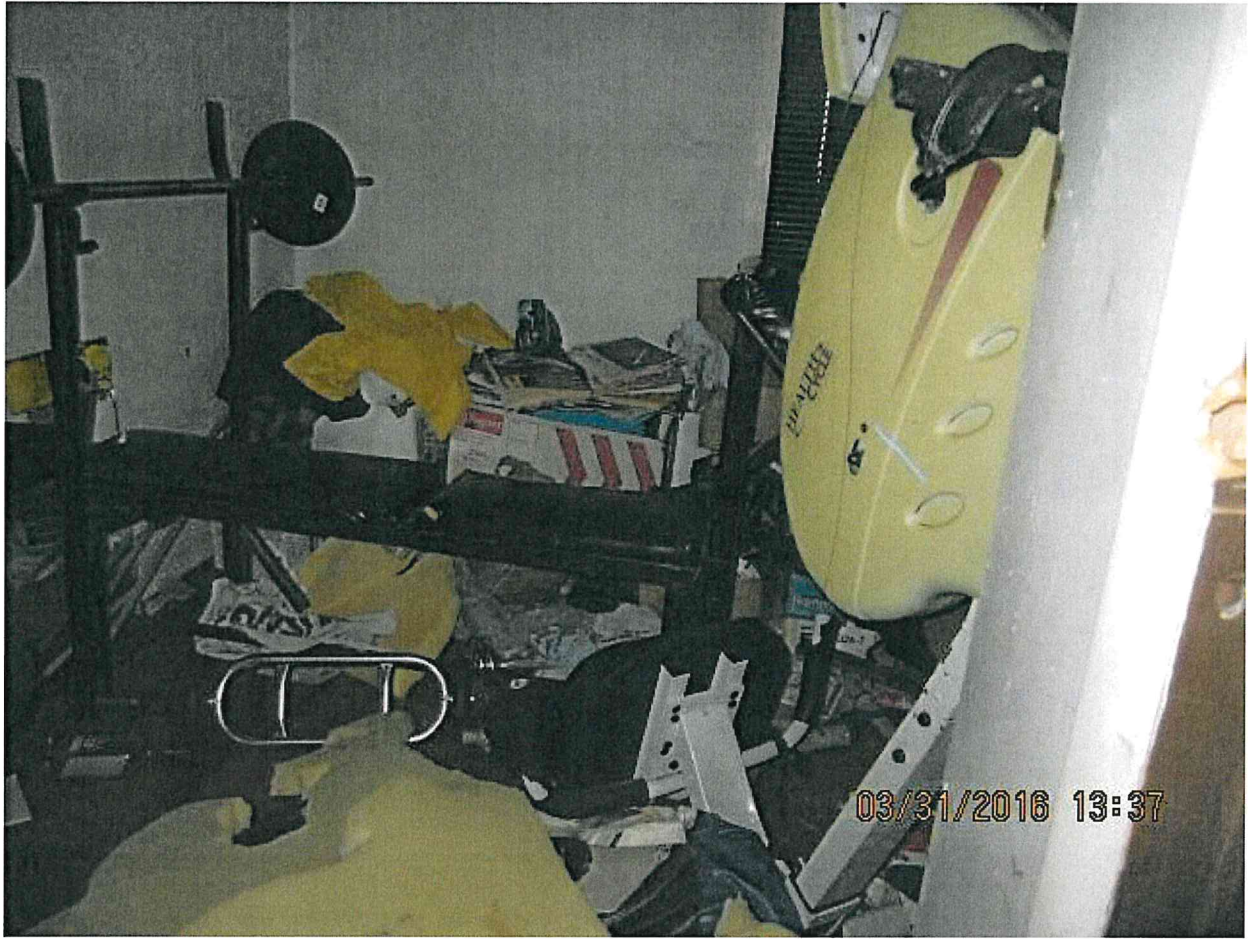


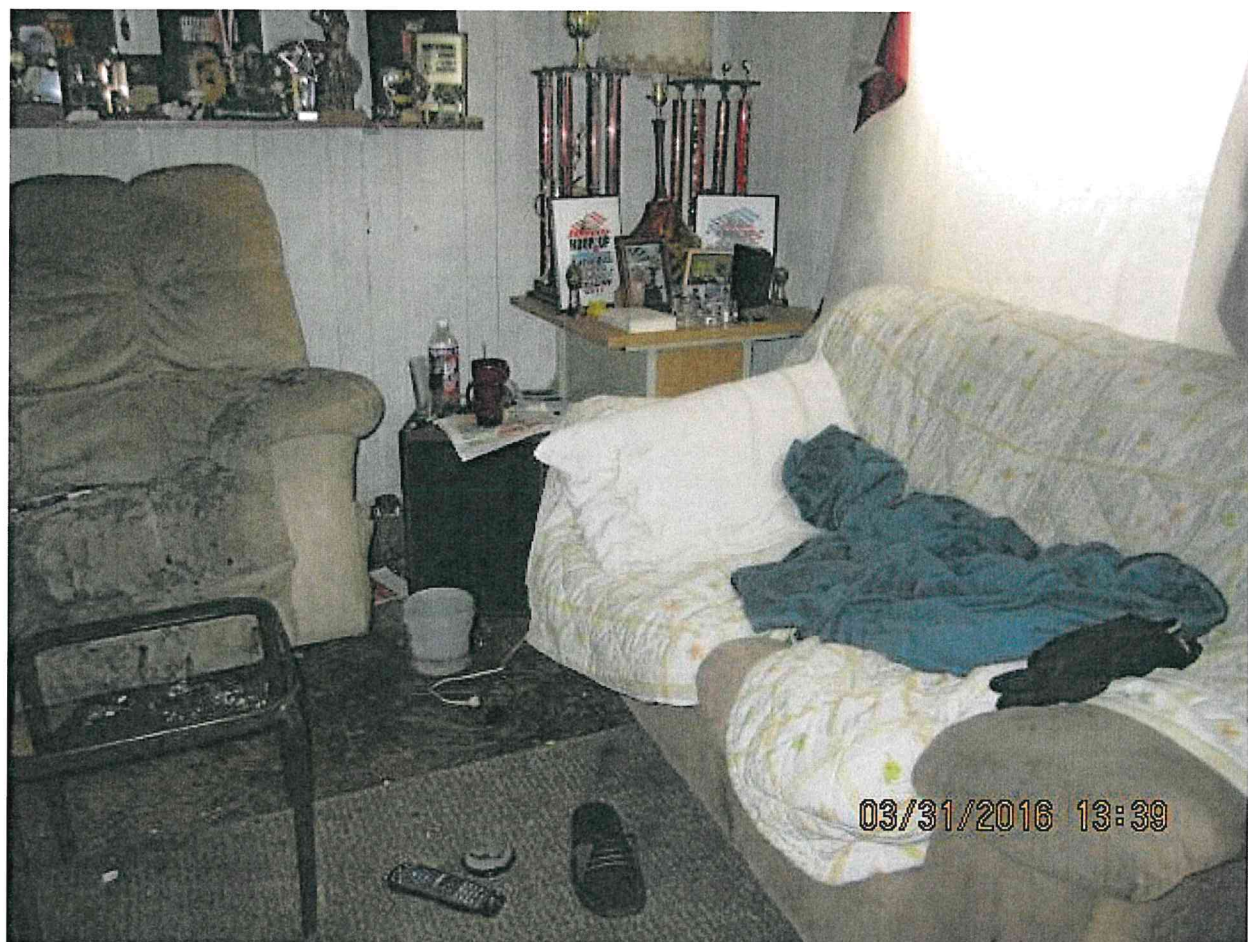




















03/31/2016 13:40





ANDY SCHOR, MAYOR

Office of the City Clerk
City of Lansing

XXXXXXXXXX
XXXX Stabler Street
Lansing, MI 48910

July 25, 2018

THIS IS NOT A BILL

FROM: Chris Swope, Lansing City Clerk

SUBJECT: NOTICE OF PUBLIC HEARING RE: Special Assessment Roll # B097, known as Stabler Street Reconstruction Project.

Whereas, it is a matter of public necessity for sidewalk replacement in front of and adjacent to the property described below:

Parcel Number: 33-01-01-28-377-191

Property Address: 3218 Stabler Street

PROPERTY BENEFITTED - SIDEWALK REPAIRS

The records of the Lansing City Assessor indicate that you are the owner or a party of interest in the above named property which exists within the project limits. By Ordinance adopted by the Lansing City Council (Chapter 1020 Section 1026.02, of the Code of Ordinance, the City is directed to provide you with the following information regarding the project:

YOUR ESTIMATED COST OF THE IMPROVEMENT IS: \$ XXXXX

Subject to confirmation of the Assessment Roll

THIS IS NOT A BILL

SEE OVER FOR MORE INFORMATION

PUBLIC HEARING INFORMATION

The City Council will hold a Public Hearing in the Council Chambers on the 10th Floor of City Hall, 124 W. Michigan Ave., Lansing, Michigan 48933 on **August 13, 2018 at 7:00 P.M.** to review, prior to confirmation, said assessment roll, and consider any complaints or objections that there may be with respect to this improvement or the assessment.

HOW TO APPEAL

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

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

Note: Written appeals must be received before the close of the public hearing August 13, 2018.

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

In addition, an appeal of the Special Assessment may be made to the Michigan Tax Tribunal, at their web site at www.michigan.gov/taxtrib/0,1607,7-187-38254_38255-131291--,00.html, if filed within thirty five days after confirmation of the special assessment roll and if the special assessment was protested at this hearing.

<u>DESCRIPTION OF IMPROVEMENTS</u>	<u>Sq. Ft</u>	<u>Rate</u>	<u>Amount</u>
4-inch sidewalk – 50% Assessment	XX	\$4.18 x .5	\$ XXXX
6-inch sidewalk – 50% Assessment	XX	\$4.84 x .5	\$ XX
4-inch sidewalk – 100% Assessment		\$4.18	
6-inch sidewalk – 100% Assessment		\$4.84	
TOTAL PROPOSED ASSESSMENT:			\$ XXXX

INSTALLMENT PAYMENTS, INTEREST AND PENALTY INFORMATION

The first installment or total assessment if due, must be paid within 90 days from the billing date to avoid a 3% penalty. Current ordinance provides for an interest rate on special assessments, when bonds are not issue for the project, to be equal to the July 1 10-year Treasury rate, applied on all special assessment rolls confirmed after July 1. As of this hearing date, the projected 10-year Treasury rate is estimated to be 2. 87%. The special assessment roll may be adjusted to reflect the applicable 10-year Treasury rate, as prescribed by City of Lansing Ordinance. The taxpayer shall have the option of extending the time for payment of the special assessment for a **term of 5 years.**

INITIAL BILLING WILL BE MAILED BY THE CITY TREASURER WITHIN 10 DAYS OF THE COUNCIL CONFIRMATION OF THIS ROLL. THE CITY COUNCIL TYPICALLY CONFIRMS AN ASSESSMENT ROLL ONE WEEK AFTER THE HEARING, PROVIDING THERE IS CONCURRENCE.

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

RESOLUTION #2018-196
BY THE COMMITTEE ON PUBLIC SERVICE
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

PUBLIC IMPROVEMENT III

WHEREAS, pursuant to the Public Improvement I/II resolution adopted by this council on March 26, 2018, the City Assessor has completed the assessment roll for sidewalk repair and construction, and furnished the following information:

PROJECT TITLE: Stabler Street Reconstruction Project

PROPERTY BENEFITED:

All lands fronting Stabler Street between Holmes Road and Willard Avenue
excepting all public streets and alleys and other land deemed not benefited; and

ENGINEER'S ESTIMATE, COST OF IMPROVEMENTS:

ASSESSMENT ROLL NO. _____	<u>CITY CONTRIBUTION</u>	<u>ASSESSABLE TO PROPERTY OWNER</u>
SIDEWALK	\$1,963.50	\$2,590.50
<u>OTHER COSTS</u>	<u>\$756,907.94</u>	<u>\$0.00</u>
TOTAL COSTS	\$758,871.44	\$2,590.50

NOW, THEREFORE, BE IT RESOLVED the Lansing City Council will hold a public hearing on Monday, August 13, 2018 at 7:00 PM, in the Council Chambers, to review, prior to confirmation, said assessment roll; and

BE IT FURTHER RESOLVED that the City Clerk and the Public Service Director are hereby requested to give due notice of this public hearing as provided by Chapter 1020, Section 1026.06(c)(1), of the Code of Ordinances by publishing a notice of a public hearing in a daily newspaper of the City, not more than twenty days and not less than ten days before such public hearing. Said notice shall include the time and place of the hearing; a description of the section or area of the City determined by Council to be within the assessment district as contained in the special assessment roll; where the special assessment roll is on file and may be examined; that any person aggrieved by the assessments as contained in the special assessment roll, or the necessity of the improvement, may file a written objection thereto which must be delivered to the City Clerk prior to the close of the hearing, or the person may appear and protest the same at the public hearing in person or by his or her representative; that the appearance and protest or written protest in the manner described is required if the person desires to appeal the amount of the assessment to the Michigan Tax Tribunal; and that any appeal to the Michigan Tax Tribunal must be taken within thirty days of the confirmation of the special

assessment roll, provided a protest was timely made.

BE IT FINALLY RESOLVED, that pursuant to the requirement of 1962 PA 162, as amended, MCL 211.741, et seq.; MSA 5.3534(1), et seq., appearance and protest at the hearing in the special assessment proceedings is required in order to appeal the amount of the special assessment to the State Tax Tribunal. An owner or party in interest, or his or her agent may appear in person at the hearing to protest the special assessment, or shall be permitted to file his or her appearance or protest by letter and his or her personal appearance shall not be required.

Funds are available for the City of Lansing's share of the project in accounts as follows:

		<u>Account Number</u>
Assessment Roll _____	\$2,590.50	Acct to be established
Local Streets – Major Maintenance	\$329,062.25	202.453601.974100.50013
LBWL Portion Unbilled	\$429,809.19	101.0.117102.0



Chris Swope, CMMC/MMC
Lansing City Clerk

I hereby certify that the foregoing is true
and is a complete copy of the action
adopted by the Lansing City Council.

17042.00 - City of Lansing / BWL, Stabler Street
Sidewalk Assessment

SIDEWALK REPAIR COSTS (Bid Price TCI)		
PAY ITEM	UNIT	UNIT PRICE
SIDEWALK, CONC, 4 INCH	SFT	\$4.18
SIDEWALK, CONC, 6 INCH	SFT	\$4.84

Parcel Number	Number	Street	50/50 SHARED 4"		50/50 SHARED 6"		100% OWNER 4"		100% OWNER 6"	
			SFT	COST	SFT	COST	SFT	COST	SFT	COST
01-28-379-101	100	W Holmes	400	\$836.00	100	\$242.00		\$0.00		\$0.00
01-28-453-061	101	E Holmes		\$0.00		\$0.00	25	\$104.50		\$0.00
01-28-379-121	3320	Stabler		\$0.00		\$0.00		\$0.00		\$0.00
01-28-377-191	3218	Stabler	50	\$104.50	50	\$121.00		\$0.00		\$0.00
01-28-332-101	101	E Hodge	50	\$104.50		\$0.00		\$0.00		\$0.00
01-28-332-011	2921	Stabler		\$0.00		\$0.00	200	\$836.00		\$0.00
01-28-328-192	2901	Stabler		\$0.00	100	\$242.00		\$0.00		\$0.00

at

TOTAL OWNER	100% CITY 4"		100% CITY 6"		TOTAL CITY	TOTAL PARCEL	
COST	SFT	COST	SFT	COST	COST	SFT	COST
\$1,078.00		\$0.00		\$0.00	\$1,078.00	500	\$2,156.00
\$104.50	25	\$104.50		\$0.00	\$104.50	50	\$209.00
\$0.00	50	\$209.00		\$0.00	\$209.00	50	\$209.00
\$225.50		\$0.00		\$0.00	\$225.50	100	\$451.00
\$104.50		\$0.00		\$0.00	\$104.50	50	\$209.00
\$836.00		\$0.00		\$0.00	\$0.00	200	\$836.00
\$242.00		\$0.00		\$0.00	\$242.00	100	\$484.00
\$2,590.50					\$1,963.50		\$4,554.00

50% Shared	X
100% City	O
100% Owner	A

Address	SFT	Thickness	Eng. Comments	CODE
100 W Holmes Rd.	400	4"	Deteriorated / Spalling	X
	100	6"	Deteriorated / Spalling	X
101 E Holmes Rd.	25	4"	Elec. Manhole	O
	25	4"	Owner Tree	A
3320 Stabler St.	50	4"	City Tree	O
3218 Stabler St.	50	4"	Grade	X
	50	6"	Grade	X
101 E Hodge Ave.	50	4"	Grade	X
2921 Stabler St.	100	4"	Owner Tree	A
	100	4"	Owner Tree	A
2901 Stabler St.	100	6"	Cracked / Deteriorated	X

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**CITY OF LANSING
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a Public Hearing will be held on Monday, August 13 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 1060, Section 1060.05, Section 1060.07, Section 1060.08 and Section 1060.99 to broaden and clarify enforcement of collection bin requirements.

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

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO AMEND THE
LANSING CODIFIED ORDINANCES BY AMENDING CHAPTER 1060, SECTION 05,
SECTION 07, SECTION 08, AND SECTION 99, TO BROADEN AND CLARIFY
ENFORCEMENT OF COLLECTION BIN REQUIREMENTS.

THE CITY OF LANSING ORDAINS:

Section 1. That Chapter 1060, Section 05, of the Codified Ordinances of the City of
Lansing, Michigan, be and is hereby amended to read as follows:

(a) Between each collection period, the owner, tenant, lessee or occupant of any property shall
provide a suitable place on the premises to store solid waste and/or recyclable materials. Solid
waste and/or recycling and/or yard waste containers shall be placed and protected so that they
cannot be easily disturbed by animals and in a place which, if possible, is not visible from the
street and away from places occupied by other persons.

(b) Solid waste and/or recycling containers and/or yard waste containers, which will be picked
up **FROM THE SIDE OF THE STREET** ~~by Public Service Department employees~~ from
residential sites of generation, shall be set out in the right-of-way (adjacent to the street) on
designated collection days, which shall be specified ~~in the rules and regulations prepared~~ by
the Public Service Director and approved by Council. The schedule shall provide **FOR A**
MAXIMUM OF one collection weekly. The solid waste and/or recycling containers shall not be
placed between the sidewalk and the curb (adjacent to the street) prior to 4:00 p.m. of the day
preceding the scheduled collection day. No later than 7:00 a.m. on the day following the
collection day, the solid waste and/or recycling containers shall be promptly removed from

1 between the right-of-way (locations adjacent to the street) by the owner, resident, tenant, lessee
2 or occupant.

3 Section 2. That Chapter 1060, Section 07, of the Codified Ordinances of the City of
4 Lansing, Michigan, be and is hereby amended to read as follows:

5 (a) The owner or occupant of a residential site of generation unit shall promptly clean up and
6 remove any scattered solid waste, rejected items, recyclable material and/or yard waste resulting
7 from the breakage or opening of any ~~City~~ collection bag, can or other container or refuse bag
8 intended for collection from the residential site of generation unit within twenty-four hours after
9 the same has been scattered.

10 (b) Within twenty-four hours after written notification by the City, the owner or occupant of a
11 residential site of generation unit shall, in accordance with this chapter, properly dispose of any
12 such scattered refuse, rejected items, any ~~City~~ collection bag (and the contents thereof), intended
13 for collection which is either broken or otherwise open, any ~~City~~ collection bag which weighs in
14 excess of thirty pounds, any ~~City~~ collection bag which contains unacceptable materials for
15 collection or any ~~City~~ collection bag which was placed on the curb in front of the residence prior
16 to 4:00 p.m. of the day preceding the collection day, or later than 7:00 a.m. of the day of
17 collection.

18 (c) Notification shall be in writing and sent by first class mail to the owner or party in interest
19 of the property on which or in front of which the violation of this chapter exists. The name and
20 address of the owner or party in interest of the residential site of generation shall be determined
21 from the last local tax assessment record for the property. Notice shall also be given to the
22 occupant of the property on which or in front of which the violation exists, by either giving a

1 copy of the notice personally to a person at the residence or by sending a copy of the notice by
2 first class mail to the "occupant," as addressee, addressed to the property, if there is a residential
3 site of generation thereon, and by posting a copy of the notice in a conspicuous place at the
4 property or on a building thereon.

5 Section 3. That Chapter 1060, Section 08, of the Codified Ordinances of the City of
6 Lansing, Michigan, be and is hereby amended to read as follows:

7 (a) *Removal or Abatement.* Any solid waste, recyclable material and/or yard waste
8 accumulated in a manner which is a public nuisance; any scattered solid waste, rejected items,
9 recyclable material and/or yard waste; broken or open ~~City~~ collection containers; yard waste
10 collection or recyclable material containers in excess of thirty pounds; ~~City or private~~ collection
11 containers containing unacceptable materials; or ~~City or private~~ collection containers placed in
12 front of a residential site of generation contrary to any collection procedure referred to in Section
13 1060.05; or any bulk item accumulated beyond the time frame identified in Section 1060.12, or
14 unacceptable bulk item or bulk item placed in front of a residential site of generation contrary to
15 collection procedures referred to in Sections 1060.14 and 1060.15, is hereby declared to be a
16 public nuisance and is subject to removal or abatement. If a violation of this chapter is not
17 corrected within seven days after notice is given in the manner provided in Section 1060.07 or
18 1060.16, respectively, then the City, through its Public Service Director or ~~a~~**Authorized CITY**
19 **OFFICIAL representative**, agent or designee, may remove or abate the nuisance.

20 (b) *Expenses.*

21 (1) The complete expense, including the administration costs to the City, incurred in the
22 removal, abatement or preparation of materials for recycling shall be the sole responsibility of

the owner or party in interest of the property on which or in front of which the condition existed, and shall be paid by the owner or party in interest in whose name the property appears on the City's latest real property tax assessment records. The expense shall be a penalty for income tax purposes.

(2) The complete expense incurred shall be a lien against the real property and shall be reported to the City Assessor, who shall assess the same against the property on which or in front of which the nuisance was located.

(3) The owner or party in interest in whose name the property appears upon the last local tax assessment records shall be notified of the amount of such cost by first class mail at the address shown on the records. If he or she fails to pay the same within thirty days after mailing, by the City Assessor, of a notice of the amount thereof, the City Assessor shall add the same to the next tax roll of the City, and such amount shall be collected in the same manner in all respects as provided by law for the collection of taxes by the City.

Section 4. That Chapter 1060, Section 99, of the Codified Ordinances of the City of Lansing, Michigan, be and is hereby amended to read as follows:

(a) Any violation of this Chapter 1060 shall be deemed to be a civil infraction pursuant to Code Chapter 203.

(b) The following schedule of civil fines payable to the Municipal Ordinance Violations Bureau for admissions of responsibility to civil infraction violation notices is established under this chapter:

First offense ~~\$20.00~~ **\$25.00**

~~First repeat~~ **SECOND** offense ~~40.00~~ **\$50.00**

4 (c) ~~ALL THE DIRECTOR OF Public Service Department personnel~~ **OR THE DIRECTOR'S**
5 **DESIGNEE** ~~are~~ is hereby named ~~designated as a~~ **Authorized City Official** to issue municipal
6 civil infraction citations or municipal civil infraction violation notices pursuant to Code Section
7 203.01.

Section 6. 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.

15

Dated: _____

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

WHEREAS, the National Health Center Week is celebrated across the country each August to increase awareness about the mission of America's Health Centers and their accomplishments; and

WHEREAS, Community Health Centers are a valuable part of their communities and have been providing primary care and supportive services for over 50 years to underserved areas and populations. Care is provided without regard to insurance status or ability to pay, and the demand for services provided is increasing; and

WHEREAS, studies have shown that Community Health Centers are 8.4% more efficient in providing Medicaid services than other providers which equates to a \$15.9 million per year savings to the Medicaid Program of Michigan; and

WHEREAS, the Ingham County Health Center (IHC) has eight (8) locations across Ingham County and serves over 24,000 patients that may be low-income, uninsured, underinsured, elderly, minority, migrant, seasonal farm workers, homeless, or who have HIV/AIDS. The IHC works in partnership with Lansing's hospital systems, the Community Mental Health Authority, Lansing School District, and various public health programs within the Health Department to accomplish its mission providing primary health care, dental services, women's healthcare, pediatric healthcare, chronic disease management, on-site lab, immunizations, nutrition counseling, health education, risk education, behavioral health, substance use disorder treatment, pharmacy services, and school-based health care; and

WHEREAS, the Community Health Centers have a positive economic benefit to the communities in which they serve by providing stable employment and job training, purchasing goods and services, and engage in capital development projects.

THEREFORE; LET IT BE RESOLVED that the Lansing City Council joins the rest of the country in celebrating National Health Center Week, August 12-18, 2018 to recognize the importance of the health care heroes who live and breathe the health center mission and exceed the call of duty to support health centers in providing quality health care for patients in the community.

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

WHEREAS, New Mount Calvary Baptist Church began August 8, 1964. It grew from former members of Friendship Baptist Church. At a prayer meeting just days after the church began Reverend Ferdinand Fritz, a former Pastor at Friendship Baptist Church agreed to serve as the Pastor; and

WHEREAS, the first official church service was held on Sunday August 16, 1964 at the YWCA on Townsend Street in Lansing, Michigan. Throughout its history the congregation has occupied three other buildings; and

WHEREAS, during the first year, twelve members were added to the Church; (8) by Baptism; (2) by Restoration; (2) by Christian Experience, also (2) babies were dedicated to the Lord. With a membership of approximately 160, New Mount Calvary Baptist Church was completely organized with 12 Auxiliaries; and

WHEREAS, throughout its history there have been three Pastors: Reverend Ferdinand S. Fritz, Reverend Columbus Clayton and Reverend Dr. Lonnie J. Chipp; and

WHEREAS, during New Mount Calvary's history, the lives of many individuals have been impacted through evangelism, discipleship, preaching, teaching, counseling and community involvement; and

NOW, THEREFORE, BE IT RESOLVED, The City of Lansing City Council wishes to recognize New Mount Calvary Baptist Church for 54 years of service to the Lord and its members. Savior Jesus Christ who said in regard to the church- "Upon this rock, I will build my church and the gates of hell shall not prevail against it". May you continue on in your journey and service for many more years to come.

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

WHEREAS, the Mayor made the appointment of Yvette Collins of 312 Midvale, Lansing, MI 48912 as a Member of the Michigan Avenue Corridor Improvement Authority for a term to expire June 30, 2021; and

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

WHEREAS, the Committee on Development & Planning met on August 6, 2018 and took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Yvette Collins of 312 Midvale, Lansing, MI 48912 as a Member of the Michigan Avenue Corridor Improvement Authority for a term to expire June 30, 2021

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

WHEREAS, the Mayor made the appointment of Matthew Solak of 1718 Rock Way, Lansing, MI 48910 as an At-Large Member of the Board of Zoning Appeals for a term to expire June 30, 2020; and

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

WHEREAS, the Committee on Development & Planning met on August 6, 2018 and took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Matthew Solak of 1718 Rock, Lansing, MI 48910 as an At-Large Member of the Board of Zoning Appeals for a term to expire June 30, 2020.

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

RESOLUTION TO SET A PUBLIC HEARING FOR
BROWNFIELD PLAN #73
3600 DUNCKEL ROAD REDEVELOPMENT PROJECT

WHEREAS, the Lansing Brownfield Redevelopment Authority has prepared and forwarded an approved Brownfield Plan pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, Public Act 381 of 1996, as amended, for property commonly referred to as 3600 Dunckel Road located in the City of Lansing; and

WHEREAS, prior to Council's action on this request, it is necessary to hold a public hearing on the Plan, to allow for any resident, taxpayer or ad valorem taxing unit the right to appear and be heard;

WHEREAS, maps, plats, and a description of the brownfield plan are available for public inspection at the Lansing Economic Area Partnership, 1000 South Washington, Suite 201, Lansing, MI 48912, and that all aspects of the brownfield plan are open for discussion at the public hearing.

NOW, THEREFORE, BE IT RESOLVED that a public hearing be held in the City Council Chambers of the City of Lansing, 10th Floor, Lansing City Hall, Lansing, Michigan, on Monday, August 27 at 7:00 p.m. on Brownfield Plan #73 – 3600 Dunckel Road Redevelopment Project under the Brownfield Redevelopment Financing Act, for property more particularly described as:

(As provided in Chicago Title Insurance Company, Commitment No. 331049134NTS, Revision No. 1, dated February 2, 2018): A parcel of land being part of Lots 1 and 2, Hospitality Motor Inns, a Subdivision being part of the Southwest $\frac{1}{4}$ of Section 36, T4N, R2W, City of Lansing, Ingham County, Michigan, as recorded in Liber 29 of Plats, Pages 9-11, Ingham County Records, being described as: Commencing at the Northwest corner of said plat, also being the Northwest corner of said Lot 1; thence S86°09'45"E along the North line of said Lot 1 a distance of 794.19 feet to the Northeasterly line of said Lot 1; thence S44°58'35"E along said Northeasterly line 256.85 feet to the point of beginning of this description; thence continuing S44°58'35"E along said Northeasterly line 4.34 feet to the East line of said Lot 1; thence S01°32'07"E along said East line and along the East line of said Lot 2 a distance of 403.52 feet; thence N86°09'54"W parallel with the South line of said Lot 1 a distance of 314.67 feet to the East line of said Lot 1; thence S01°33'04"E along the East line of said Lot 1 a distance of 124.96 feet to the Southeast corner of said Lot 1; thence N86°07'51"W along the South line of said Lot 1 a distance of 602.03 feet; thence N01°32'07"W parallel with said East line of Lot 2 a distance of 466.52 feet; thence N88°27'53"E perpendicular to said East line of Lot 2 a distance of 542.31 feet; thence S01°32'07"E parallel with said East line of Lot 2 a distance of 21.04 feet; thence

N88°27'53"E perpendicular to said East line of Lot 2 a distance of 367.31 feet to the point of beginning.

And that the City Clerk cause notice of such hearing to be published twice in a publication of general circulation, no less than 10 days or more than 40 days prior to the date of the public hearing, and that the City Clerk also cause the legislative body of each taxing unit levying ad valorem taxes on this property, to be notified of Brownfield Plan #73 – 3600 Dunckel Road Redevelopment Project and the scheduled public hearing.

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

WHEREAS, Anneli and Thang Mung, sought to eliminate a special assessment of \$1,374.00 for brush and debris removal fees, and all associated penalties and interest, on the property tax bill for 1939 Cumberland Road (Tax ID #33-01-01-05-301-081); and

WHEREAS, upon filing a claim to the Committee on General Services, the claim in the amount of \$1,374.00 was granted on August 6, 2018.

THEREFORE, BE IT RESOLVED, that the City Council, hereby, grants the claim of Anneli and Thang Mung in the amount of \$1,374.00 for brush and debris removal fees, and all associated penalties and interest on the property tax bill for 1939 Cumberland Road (Tax ID #33-01-01-058-301-081).

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

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

WHEREAS, the Mayor made the appointment of Jason Wilkes of 3218 Continental Drive, Lansing, MI 48911 as an At-Large Member of the Board of Public Service for a term to expire June 30, 2019; and

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

WHEREAS, the Public Service Committee met on July 17, 2018 and took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Jason Wilkes of 3218 Continental Drive, Lansing, MI 48911 as an At-Large Member of the Board of Public Service for a term to expire June 30, 2019

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

WHEREAS, pursuant to Rule 41 of the Lansing City Council Rules, a proposed rule revision shall be placed on the Council Agenda for Council receipt and review, but “shall not be considered for adoption sooner than the next council meeting”.

THEREFORE BE IT RESOLVED, that the City Council hereby moves to amend the City Council Rule 4 as fully set forth below.

LANSING CITY COUNCIL RULE

(Rule amendment introduced August 13, 2018 and to be considered for adoption
August 27, 2018)

Rule 4. Appointment of Committee Members; Creation of Ad-Hoc Committees.

The President shall appoint all Council Members to the standing committees, any Council Ad-Hoc Advisory Committee and SUBJECT TO CHARTER SECTION 5-103, to any outside agency. (see Section 3-102.6 of the City Charter). The President shall appoint the Chairperson and Vice-Chairperson of each standing committee and any ad-hoc advisory committee. Each standing and ad-hoc committee of City Council shall consist of ~~not more than four~~ THREE Council Members. ~~Should any such standing committee issue result in a tie vote, said issue should automatically be referred to the Committee of the Whole, and the standing committee shall be discharged of the issue.~~ The President may, at his or her discretion, create or discharge any ad-hoc advisory committees.

INTRODUCTION OF ORDINANCE

Council Member Wood introduced:

An ordinance of the City of Lansing, Michigan, to amend Chapter 1284.20 of the Lansing Codified Ordinances by providing further guidelines, requirements, and exemptions for lighting in areas of off-street parking.

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, September 24, 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 1284.20 of the Lansing Codified Ordinances by providing further guidelines, requirements, and exemptions for lighting in areas of off-street parking.

Interested Persons are invited to attend this Public Hearing

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO AMEND CHAPTER 1284.20 OF THE LANSING CODIFIED ORDINANCES BY PROVIDING FURTHER GUIDELINES, REQUIREMENTS, AND EXEMPTIONS FOR LIGHTING IN AREAS OF OFF-STREET PARKING. THE CITY OF LANSING ORDAINS:

Section 1. That Chapter 1284.20 of the Codified Ordinances of the City of Lansing, Michigan, be and is hereby amended to read as follows:

1284.20. – Lighting.

~~All lighting used to illuminate any off-street parking area shall be so installed as to be confined within and directed onto the parking area only.~~ UNLESS OTHERWISE EXEMPTED BY THIS SECTION, ALL LIGHTING MUST COMPLY WITH THE FOLLOWING STANDARDS:

(a) MINIMUM LIGHTING STANDARDS:

(1) EXTERIOR LIGHTING, IN COMPLIANCE WITH THE STANDARDS OF THIS SECTION, MUST BE PROVIDED IN ALL PARKING LOTS DESIGNED FOR THE PARKING OF MORE THAN FIVE (5) VEHICLES AND FOR ALL LOADING AND UNLOADING AREAS ON COMMERCIAL OR INDUSTRIAL SITES.

(2) ADEQUATE LIGHTING SHOULD BE PROVIDED TO COVER THE ENTIRE PARKING LOT, AND APPLICABLE LOADING AND UNLOADING AREAS. LIGHTING SHALL BE EVEN, AND “HOT” AND “COLD” SPOTS ARE TO BE AVOIDED. SUCH LIGHTING MAY NOT EXCEED THE LIMITATIONS SET FORTH IN SUB-SECTION (b), AND MUST BE PROVIDED, EVEN IF THE SITE IS NOT CURRENTLY OCCUPIED.

(b) MAXIMUM LIGHTING STANDARDS:

(1) ALL LIGHTING, INCLUDING LIGHTS VISIBLE THROUGH A WINDOW, SHALL BE FULLY SHIELDED AND DIRECTED DOWNWARD TO PREVENT OFF-SITE GLARE.

(2) THE INTENSITY OF LIGHTS SHALL NOT EXCEED 5 FOOTCANDLES WITHIN ANY SITE, EXCEPT A MAXIMUM OF 10 FOOTCANDLES IS PERMITTED WITHIN SITES USED AS GASOLINE STATIONS OR AUTOMOBILE DEALERSHIPS AS LONG AS THE LIGHT INTENSITY DOES NOT EXCEED THE ALLOWABLE INTENSITIES AT THE PROPERTY LINE.

(3) FOR SITES ABUTTING A RESIDENTIAL ZONE OR USE, THE INTENSITY OF LIGHT CANNOT EXCEED 0.5 FOOTCANDLES AT THE PROPERTY LINE.

(4) THE MAXIMUM HEIGHT OF PARKING LOT LIGHT FIXTURES SHALL BE 35 FEET.

(5) LUMINOUS-TUBE AND EXPOSED-BULB FLUORESCENT LIGHTING IS PROHIBITED AS AN ARCHITECTURAL DETAIL ON ALL BUILDINGS, E.G. ALONG THE ROOF LINE AND EAVES, AROUND WINDOWS, ETC.

(c) EXEMPTIONS.

THE FOLLOWING ARE EXEMPT FROM THE LIGHTING REQUIREMENTS OF THIS SECTION, EXCEPT THAT THE ZONING ADMINISTRATOR MAY TAKE STEPS TO ELIMINATE THE IMPACT OF LIGHTS FOR THE EXEMPTED USES WHEN DEEMED NECESSARY TO PROTECT THE HEALTH, SAFETY AND WELFARE OF THE PUBLIC:

(1) SPORTS FIELD LIGHTING, IN USE NO LATER THAN 11:00 P.M., PROVIDED SUCH LIGHTING IS LOCATED AT LEAST 1,000 FEET AWAY FROM ANY EXISTING RESIDENTIAL ZONE OR USE. OTHER SPORTS

1 FIELD LIGHTING MAY BE APPROVED BY THE PLANNING OFFICE
2 AFTER A DETERMINATION THAT COMPLIANCE WITH THE
3 STANDARDS IN THIS SECTION HAVE BEEN MET TO THE GREATEST
4 EXTENT POSSIBLE, AND THAT ALL EFFORTS POSSIBLE WERE MADE
5 TO MINIMIZE ANY NEGATIVE IMPACTS TO SURROUNDING USES.

6 (2) SHIELDED PEDESTRIAN WALKWAY LIGHTING.

7 (3) STREET LIGHTS.

8 (4) PUBLIC RECREATIONAL FACILITIES, NOT INCLUDING THE PARKING
9 LOTS FOR PUBLIC RECREATIONAL FACILITIES.

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

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

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

18
19
20
21
22
23 Approved as to form:

24
25
26
27
28 _____
City Attorney

Dated: _____

INTRODUCTION OF ORDINANCE

The Committee on Public Services introduced:

An Ordinance amending the City of Lansing, Michigan Codified Ordinances by adding a new Chapter 1219 to be entitled Post-Construction Stormwater Management Ordinance; to state the findings and purpose; to define terms; to establish procedures for submission and criteria for approval of plans and projects; to designate those responsible for plan review, processing and approvals; to require performance and maintenance guarantees and agreements; to provide for civil fines, equitable remedies and criminal sanctions and costs for violation of this ordinance, nuisance abatement, cost reimbursement to the city and establishment of liens; and to establish an effective date.

The Ordinance is read a first time by its title and referred to the Committee on Public Services

RESOLUTION SETTING PUBLIC HEARING By the Committee on Public Services

RESOLVED BY THE CITY COUNCIL, CITY OF LANSING, that a public hearing be set for Monday, August 27, 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 amending the City of Lansing, Michigan Codified Ordinances by adding a new Chapter 1219 to be entitled Post-Construction Stormwater Management Ordinance; to state the findings and purpose; to define terms; to establish procedures for submission and criteria for approval of plans and projects; to designate those responsible for plan review, processing and approvals; to require performance and maintenance guarantees and agreements; to provide for civil fines, equitable remedies and criminal sanctions and costs for violation of this ordinance, nuisance abatement, cost reimbursement to the city and establishment of liens; and to establish an effective date.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF LANSING, MICHIGAN CODIFIED ORDINANCES BY ADDING A NEW CHAPTER 1219 TO BE ENTITLED POST-CONSTRUCTION STORMWATER MANAGEMENT ORDINANCE; TO STATE THE FINDINGS AND PURPOSE; TO DEFINE TERMS; TO ESTABLISH PROCEDURES FOR SUBMISSION AND CRITERIA FOR APPROVAL OF PLANS AND PROJECTS; TO DESIGNATE THOSE RESPONSIBLE FOR PLAN REVIEW, PROCESSING AND APPROVALS; TO REQUIRE PERFORMANCE AND MAINTENANCE GUARANTEES AND AGREEMENTS; TO PROVIDE FOR CIVIL FINES, EQUITABLE REMEDIES AND CRIMINAL SANCTIONS AND COSTS FOR VIOLATION OF THIS ORDINANCE, NUISANCE ABATEMENT, COST REIMBURSEMENT TO THE CITY AND ESTABLISHMENT OF LIENS; AND TO ESTABLISH AN EFFECTIVE DATE.

THE CITY OF LANSING ORDAINS:

Section 1. That Chapter 1219 of the codified ordinances of the City of Lansing, Michigan, is added and reads follows:

TITLE: CHAPTER 1219. – POST-CONSTRUCTION STORMWATER MANAGEMENT

1219.01. – PURPOSE

(A) THE PURPOSE OF THIS ORDINANCE IS TO ESTABLISH MINIMUM STORMWATER MANAGEMENT REQUIREMENTS AND CONTROLS TO PROTECT AND SAFEGUARD THE GENERAL HEALTH, SAFETY, AND WELFARE OF THE PUBLIC RESIDING IN THE CITY OF LANSING AND THE WATERSHEDS TO WHICH IT DRAINS AND TO COMPLY

1 WITH THE CITY'S NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM
2 (NPDES) PERMIT AND OTHER APPLICABLE FEDERAL AND STATE REGULATIONS.

3 (B) THIS ORDINANCE SEEKS TO MEET THAT PURPOSE BY MINIMIZING THE
4 NEGATIVE IMPACTS OF INCREASED STORMWATER DISCHARGES FROM NEW LAND
5 DEVELOPMENT AND REDEVELOPMENT THROUGH THE FOLLOWING OBJECTIVES:

6 (1) TO MINIMIZE INCREASED STORMWATER RUNOFF RATES AND VOLUMES FROM
7 IDENTIFIED LAND DEVELOPMENT AND REDEVELOPMENT.

8 (2) TO MINIMIZE NONPOINT SOURCE POLLUTION.

9 (3) TO MINIMIZE THE DETERIORATION OF EXISTING WATERCOURSES, CULVERTS
10 AND BRIDGES, AND OTHER STRUCTURES.

11 (4) TO ENCOURAGE WATER RECHARGE WHERE GEOLOGICALLY FAVORABLE
12 CONDITIONS EXISTS.

13 (5) TO MAINTAIN THE ECOLOGICAL INTEGRITY OF STREAM CHANNELS.

14 (6) TO MINIMIZE THE NEGATIVE IMPACTS OF DEVELOPMENT ON DOWNSTREAM
15 CHANNEL STABILITY.

16 (7) TO PRESERVE AND PROTECT WATER SUPPLY FACILITIES AND WATER
17 RESOURCES BY CONTROLLING INCREASED FLOOD DISCHARGES, STREAM
18 EROSION, AND RUNOFF POLLUTION.

19 (8) TO REDUCE THE ADVERSE IMPACT OF CHANGING LAND USE ON WATER
20 BODIES AND, TO THAT END, THIS ORDINANCE ESTABLISHES MINIMUM
21 STANDARDS TO PROTECT WATER BODIES FROM DEGRADATION RESULTING FROM
22 CHANGING LAND USE WHERE STORMWATER MANAGEMENT CONTROLS ARE
23 INSUFFICIENT TO MEET WATER QUANTITY AND QUALITY GOALS.

1 (9) TO ENSURE THAT STORM DRAINS AND STORMWATER BMPS ARE ADEQUATE
2 TO ADDRESS STORMWATER MANAGEMENT NEEDS WITHIN A PROPOSED
3 DEVELOPMENT, AND FOR PROTECTING DOWNSTREAM LANDOWNERS FROM
4 FLOODING AND DEGRADATION OF WATER QUALITY. THE PROCEDURES,
5 STANDARDS, AND RECOMMENDATIONS SET FORTH IN THIS ORDINANCE AND THE
6 CITY OF LANSING’S STORMWATER MANAGEMENT POLICIES AND PROCEDURES
7 MANUAL (POLICIES MANUAL) ARE DESIGNED FOR THESE PURPOSES.

8 (10) TO ENSURE THAT ALL STORMWATER FACILITIES NECESSARY FOR A
9 PROPOSED DEVELOPMENT WILL HAVE AN APPROPRIATE GOVERNMENTAL UNIT
10 RESPONSIBLE IN PERPETUITY FOR PERFORMING MAINTENANCE OR; FOR
11 OVERSEEING THE PERFORMANCE OF MAINTENANCE BY A PRIVATE ENTITY.

12 (11) TO FACILITATE THE INTEGRATION OF STORMWATER MANAGEMENT AND
13 POLLUTION CONTROL WITH OTHER ORDINANCES, PROGRAMS, POLICIES, AND THE
14 COMPREHENSIVE PLANS OF THE CITY OF LANSING.

15 (12) TO ESTABLISH LEGAL AUTHORITY TO CARRY OUT ALL OF THE INSPECTION
16 AND MONITORING PROCEDURES NECESSARY TO ENSURE COMPLIANCE WITH
17 THIS ORDINANCE.

18
19 1219.02. – DEFINITIONS.

20 AS USED IN THIS CHAPTER:

21 *APPLICANT* MEANS ANY PERSON PROPOSING OR IMPLEMENTING THE
22 DEVELOPMENT OR REDEVELOPMENT OF LAND.

23 *BMP OR BEST MANAGEMENT PRACTICE* MEANS ANY PRACTICE, OR COMBINATION

1 OF PRACTICES AND DESIGN CRITERIA THAT COMPLY WITH THE CITY OF LANSING
2 STORMWATER MANAGEMENT DESIGN MANUAL OR EQUIVALENT PRACTICES AND
3 DESIGN CRITERIA THAT ACCOMPLISH THE PURPOSES OF THIS ORDINANCE
4 (INCLUDING, BUT NOT LIMITED TO MINIMIZING STORMWATER RUNOFF AND
5 PREVENTING THE DISCHARGE OF POLLUTANTS INTO STORMWATER) AS
6 DETERMINED BY THE CITY ENGINEER AND/OR, WHERE APPROPRIATE, THE
7 STANDARDS OF THE COUNTY DRAIN COMMISSIONER.

8 *CHANNEL* MEANS A NATURAL OR ARTIFICIAL WATERCOURSE WITH A DEFINITE
9 BED AND BANKS THAT CONDUCTS CONTINUOUSLY OR PERIODICALLY FLOWING
10 WATER.

11 *CONVEYANCE FACILITY* MEANS A STORM DRAIN, PIPE, SWALE, OR CHANNEL.

12 *DESIGN ENGINEER* MEANS THE REGISTERED PROFESSIONAL ENGINEER
13 RESPONSIBLE FOR THE DESIGN OF THE STORMWATER MANAGEMENT PLAN.

14 *DETENTION* MEANS A SYSTEM WHICH IS DESIGNED TO CAPTURE STORMWATER
15 AND RELEASE IT OVER A GIVEN PERIOD OF TIME THROUGH AN OUTLET
16 STRUCTURE AT A CONTROLLED RATE. THE GOALS OF THIS BMP ARE TO
17 CONTROL PEAK DISCHARGE RATES AND PROVIDE GRAVITY SETTLING OF
18 POLLUTANTS.

19 *DEVELOPED OR DEVELOPMENT* MEANS THE INSTALLATION OR CONSTRUCTION OF
20 IMPERVIOUS SURFACES ON A DEVELOPMENT SITE THAT REQUIRE, PURSUANT TO
21 STATE LAW OR LOCAL ORDINANCE, CITY OF LANSING APPROVAL OF A SITE PLAN,
22 SITE CONDOMINIUM, SPECIAL LAND USE, PLANNED UNIT DEVELOPMENT, LAND
23 DIVISION APPROVAL, PRIVATE ROAD APPROVAL, OR OTHER APPROVALS

1 REQUIRED FOR THE DEVELOPMENT OF LAND OR THE ERECTION OF BUILDINGS OR
2 STRUCTURES; PROVIDED, HOWEVER, THAT FOR THE PURPOSES OF THIS ARTICLE
3 ONLY, DEVELOPED OR DEVELOPMENT SHALL NOT INCLUDE THE ACTUAL
4 CONSTRUCTION OF, OR AN ADDITION, EXTENSION, OR MODIFICATION TO, AN
5 INDIVIDUAL SINGLE-FAMILY OR A TWO-FAMILY DETACHED DWELLING THAT
6 DISTURBS LESS THAN ONE ACRE.

7 *ENGINEERED SITE GRADING PLAN* MEANS A SEALED DRAWING OR PLAN AND
8 ACCOMPANYING TEXT PREPARED BY A REGISTERED ENGINEER OR LANDSCAPE
9 ARCHITECT WHICH SHOWS ALTERATIONS OF TOPOGRAPHY, ALTERATIONS OF
10 WATERCOURSES, FLOW DIRECTIONS OF STORMWATER RUNOFF, AND PROPOSED
11 STORMWATER MANAGEMENT AND MEASURES, HAVING AS ITS PURPOSE TO
12 ENSURE THAT THE OBJECTIVES OF THIS ORDINANCE ARE MET.

13 *EROSION AND SEDIMENT CONTROL PLAN* MEANS A PLAN THAT IS DESIGNED TO
14 MINIMIZE THE ACCELERATED EROSION AND SEDIMENTATION RUNOFF AT A SITE
15 DURING CONSTRUCTION.

16 *FEE IN LIEU CONTRIBUTION* MEANS A PAYMENT OF MONEY IN PLACE OF MEETING
17 ALL OR PART OF THE STORMWATER PERFORMANCE STANDARDS REQUIRED BY
18 THIS ORDINANCE.

19 *GRADING* MEANS ANY STRIPPING, EXCAVATING, FILLING, OR STOCKPILING OF
20 SOIL OR ANY COMBINATION THEREOF AND THE LAND IN ITS EXCAVATED OR
21 FILLED CONDITION.

22 *IMPERVIOUS SURFACE* MEANS SURFACE THAT DOES NOT ALLOW STORMWATER
23 RUNOFF TO SLOWLY PERCOLATE INTO THE SOIL.

1 *INFILTRATION* MEANS THE PERCOLATION OF WATER INTO THE GROUND,
2 EXPRESSED IN INCHES PER HOUR.

3 *LAND DISTURBING ACTIVITY* MEANS ANY ACTIVITY THAT CHANGES THE VOLUME
4 OR PEAK FLOW DISCHARGE OF RAINFALL RUNOFF FROM THE LAND SURFACE.
5 THIS MAY INCLUDE THE GRADING, DIGGING, CUTTING, SCRAPING, OR
6 EXCAVATING OF SOIL, PLACEMENT OF FILL MATERIALS, PAVING,
7 CONSTRUCTION, SUBSTANTIAL REMOVAL OF VEGETATION, OR ANY ACTIVITY
8 THAT BARES SOIL OR ROCK OR INVOLVES THE DIVERSION OR PIPING OF ANY
9 NATURAL OR MAN-MADE WATERCOURSE.

10 *MAINTENANCE AGREEMENT* MEANS A BINDING AGREEMENT THAT ESTABLISHES
11 THE TERMS, MEASURES, AND CONDITIONS FOR THE MAINTENANCE OF
12 STORMWATER SYSTEMS AND FACILITIES.

13 *NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) STORMWATER*
14 *DISCHARGE PERMIT* MEANS THE PERMIT ISSUED TO THE CITY OF LANSING BY THE
15 MICHIGAN DEPARTMENT OF ENVIRONMENT QUALITY FOR POINT SOURCE
16 DISCHARGES OF STORMWATER FROM MUNICIPAL SEPARATE STORM SEWER
17 SYSTEMS.

18 *NON-STRUCTURAL MEASURE* MEANS A STORMWATER CONTROL AND TREATMENT
19 TECHNIQUE THAT USES NATURAL PROCESSES, RESTORATION OR ENHANCEMENT
20 OF NATURAL SYSTEMS, OR DESIGN APPROACHES TO CONTROL RUNOFF AND/OR
21 REDUCE POLLUTANT LEVELS. SUCH MEASURES ARE USED IN LIEU OF OR TO
22 SUPPLEMENT STRUCTURAL PRACTICES ON A LAND DEVELOPMENT SITE.

23 *OFFSITE FACILITY* MEANS ALL OR PART OF A DRAINAGE SYSTEM THAT IS

LOCATED PARTIALLY OR COMPLETELY OFF THE DEVELOPMENT SITE WHICH IT SERVES.

PEAK RATE OF DISCHARGE MEANS THE MAXIMUM RATE OF STORMWATER FLOW AT A PARTICULAR LOCATION FOLLOWING A STORM EVENT, AS MEASURED AT A GIVEN POINT AND TIME IN CUBIC FEET PER SECOND (CFS).

PERMANENT STORMWATER BMP MEANS A STORMWATER BEST MANAGEMENT PRACTICE (BMP) THAT WILL BE OPERATIONAL AFTER THE CONSTRUCTION PHASE OF A PROJECT AND THAT IS DESIGNED TO BECOME A PERMANENT PART OF THE SITE FOR THE PURPOSES OF MANAGING STORMWATER RUNOFF.

PLAN MEANS WRITTEN NARRATIVES, SPECIFICATIONS, DRAWINGS, SKETCHES, WRITTEN STANDARDS, OPERATING PROCEDURES, OR ANY COMBINATION OF THESE WHICH CONTAIN INFORMATION PURSUANT TO THIS ORDINANCE.

POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN (STORMWATER PLAN) MEANS DRAWINGS AND WRITTEN INFORMATION PREPARED BY A REGISTERED ENGINEER, REGISTERED LANDSCAPE ARCHITECT, OR REGISTERED SURVEYOR WHICH DESCRIBE THE WAY IN WHICH ACCELERATED SOIL EROSION AND/OR STORMWATER FLOWS FROM A PARTICULAR SITE ARE PROPOSED TO BE CONTROLLED, BOTH DURING AND AFTER CONSTRUCTION, HAVING AS ITS PURPOSE TO ENSURE THAT THE OBJECTIVES OF THIS ORDINANCE ARE MET.

RECEIVING STREAM OR CHANNEL MEANS THE BODY OF WATER OR CONVEYANCE INTO WHICH STORMWATER RUNOFF IS DISCHARGED

RECHARGE MEANS THE REPLENISHMENT OF UNDERGROUND WATER RESERVES THROUGH PERCOLATION.

1 *REDEVELOPMENT* MEANS A CHANGE TO A PREVIOUSLY EXISTING, IMPROVED
2 PROPERTY, INCLUDING BUT NOT LIMITED TO THE DEMOLITION OR BUILDING OF
3 STRUCTURES, FILLING, GRADING, PAVING, OR EXCAVATING, BUT EXCLUDING
4 ORDINARY MAINTENANCE ACTIVITIES, REMODELING OF BUILDINGS ON THE
5 EXISTING FOOTPRINT, RESURFACING OF PAVED AREAS, AND EXTERIOR CHANGES
6 OR IMPROVEMENTS THAT DO NOT MATERIALLY INCREASE OR CONCENTRATE
7 STORMWATER RUNOFF OR CAUSE ADDITIONAL NONPOINT SOURCE POLLUTION.

8 *RESPONSIBLE PARTY* MEANS ANY INDIVIDUAL, PARTNERSHIP, CO-PARTNERSHIP,
9 FIRM, COMPANY, CORPORATION, ASSOCIATION, JOINT STOCK, COMPANY, TRUST,
10 ESTATE, GOVERNMENTAL ENTITY, OR ANY OTHER LEGAL ENTITY; OR THEIR
11 REPRESENTATIVES, AGENTS, OR ASSIGNS THAT IS NAMED ON A STORMWATER
12 MAINTENANCE AGREEMENT AS RESPONSIBLE FOR LONG-TERM OPERATION AND
13 MAINTENANCE OF ONE OR MORE STORMWATER BMPS.

14 *RETENTION* MEANS A HOLDING SYSTEM FOR STORMWATER, EITHER NATURAL OR
15 MAN-MADE, WHICH DOES NOT HAVE A DIRECT OUTLET TO ADJOINING
16 WATERCOURSES OR WETLANDS.

17 *RUNOFF* MEANS THAT PART OF PRECIPITATION, WHICH FLOWS OVER THE LAND.

18 *SEDIMENT* MEANS MINERAL OR ORGANIC PARTICULATE MATTER THAT HAS
19 BEEN REMOVED FROM ITS SITE OF ORIGIN BY THE PROCESSES OF SOIL EROSION,
20 IS IN SUSPENSION IN WATER, OR IS BEING TRANSPORTED.

21 *STORMWATER BMP* MEANS ANY FACILITY, STRUCTURE, CHANNEL, AREA,
22 PROCESS OR MEASURE WHICH SERVES TO CONTROL STORMWATER RUNOFF IN
23 ACCORDANCE WITH THE PURPOSES AND STANDARDS OF THIS ORDINANCE.

1 *STORMWATER MANAGEMENT DESIGN MANUAL* MEANS THE DOCUMENT THAT
2 PROVIDES A DETAILED EXPLANATION OF THE DESIGN CRITERIA AND SPECIFIC
3 CONSTRUCTED APPROACHES FOR ACHIEVING COMPLIANCE WITH THE CITY’S
4 POST-CONSTRUCTION STORMWATER MANAGEMENT ORDINANCE.

5 *STORMWATER MANAGEMENT POLICIES AND PROCEDURES MANUAL* MEANS THE
6 DOCUMENT THAT PROVIDES A DETAILED EXPLANATION OF THE POLICIES AND
7 PROCEDURES FOR ACHIEVING COMPLIANCE WITH THE CITY’S POST-
8 CONSTRUCTION STORMWATER MANAGEMENT ORDINANCE.

9 *STREAM BUFFER* MEANS AN AREA OF LAND AT OR NEAR A STREAMBANK,
10 WETLAND, OR WATERBODY THAT HAS INTRINSIC WATER QUALITY VALUE DUE
11 TO THE ECOLOGICAL AND BIOLOGICAL PROCESSES IT PERFORMS OR IS
12 OTHERWISE SENSITIVE TO CHANGES WHICH MAY OTHERWISE RESULT IN
13 SIGNIFICANT DEGRADATION TO WATER QUALITY.

14 *WATERCOURSE* MEANS ANY NATURAL OR MANMADE WATERWAY OR OTHER
15 BODY OF WATER HAVING REASONABLY WELL DEFINED BANKS. RIVERS,
16 STREAMS, CREEKS, BROOKS, AND CHANNELS, WHETHER CONTINUALLY OR
17 INTERMITTENTLY FLOWING, AS WELL AS LAKES AND PONDS ARE
18 WATERCOURSES FOR PURPOSES OF STORMWATER MANAGEMENT.

19 *WATERSHED* MEANS AN AREA OF LAND DRAINING TO A COMMON OUTLET
20 OTHERWISE KNOWN AS A DRAINAGE OR CATCHMENT AREA.

21 *WETLANDS* MEANS AS DEFINED BY MICHIGAN’S WETLAND STATUTE, PART 303,
22 WETLANDS PROTECTION, OF THE NATURAL RESOURCES AND ENVIRONMENTAL
23 PROTECTION ACT, 1994 PA 451, AS AMENDED.

1219.03. - APPLICABILITY

(A) THIS ORDINANCE SHALL BE APPLICABLE TO ALL LAND DEVELOPMENT (NEW DEVELOPMENT AND REDEVELOPMENT), INCLUDING BUT NOT LIMITED TO, SITE PLAN, PLOT PLAN AND PLAT APPLICATIONS AS WELL AS ANY GRADING APPLICATIONS. IN ADDITION, THIS ORDINANCE SHALL BE APPLICABLE TO PUBLIC IMPROVEMENT PROJECTS THAT DISTURB ONE (1) ACRE OR MORE.

THE CITY ENGINEER MAY WAIVE THE CHANNEL PROTECTION REQUIREMENTS, WATER QUALITY REQUIREMENTS AND/OR FLOOD CONTROL REQUIREMENTS OF SECTION 1219.08(D) OF THIS ORDINANCE FOR:

- PROJECTS THAT ARE WITHIN AREAS OF THE CITY OF LANSING'S SEWER COLLECTION SYSTEM THAT ARE SERVED BY COMBINED SEWERS; OR
- PROJECTS THAT DISTURB LESS THAN ONE (1) ACRE AND ARE NOT PART OF A LARGER COMMON PLAN OF DEVELOPMENT OR SALE THAT WOULD DISTURB ONE (1) ACRE OR MORE.

(B) THE PROCEDURES AND STANDARDS SET FORTH IN THIS POST-CONSTRUCTION STORMWATER MANAGEMENT ORDINANCE, AND THE POLICIES, PROCEDURES, AND DESIGN DATA SPECIFIED IN THE CITY OF LANSING STORMWATER MANAGEMENT POLICIES AND PROCEDURES MANUAL (POLICIES MANUAL) AND THE CITY OF LANSING STORMWATER MANAGEMENT DESIGN MANUAL (DESIGN MANUAL) PROVIDE THE MINIMUM STANDARDS TO BE ADHERED TO BY DEVELOPERS AND IN NO WAY LIMITS THE AUTHORITY OF THE CITY OF LANSING TO ADOPT OR PUBLISH AND/OR ENFORCE HIGHER STANDARDS

1 AS A CONDITION OF APPROVAL OF DEVELOPMENTS.

2 (C) NO SITE PLAN, PLOT PLAN, OR PLAT SHALL BE APPROVED UNDER PART 12 OF
3 THE CITY CODE UNTIL APPROVAL BY THE CITY ENGINEER THAT SAID
4 DEVELOPMENT OR REDEVELOPMENT MEETS ALL:

- 5 • SOIL EROSION AND SEDIMENTATION CONTROL MEASURES CONSISTENT
6 WITH THE REQUIREMENTS OF CHAPTER 1218 OF THE CITY CODE;
- 7 • REQUIREMENTS FOR AN APPROVED POST-CONSTRUCTION STORMWATER
8 MANAGEMENT PLAN (STORMWATER PLAN) AS OUTLINED IN SECTION
9 1219.07 OF THIS ORDINANCE; AND
- 10 • RELATED LAND DEVELOPMENT REGULATIONS.

11 (D) IN ORDER TO ENSURE COMPLETION OF CONSTRUCTION OF THE PERMANENT
12 STORMWATER BMPS SPECIFIED IN THE APPLICANT'S STORMWATER PLAN AS
13 OUTLINED IN SECTION 1219.07 AND 1219.08 OF THIS ORDINANCE, A COMPLETION
14 BOND MUST BE PROVIDED TO THE CITY OF LANSING IN CONJUNCTION WITH THE
15 SITE PLAN OR PLOT PLAN SUBMITTED CONSISTENT WITH PART 12 OF THE CITY
16 CODE. THE VALUE OF THE COMPLETION BOND MUST BE IN AN AMOUNT
17 EQUIVALENT TO THE VALUE OF THE PERMANENT STORMWATER BMPS SPECIFIED
18 IN THE APPROVED STORMWATER PLAN. CONSISTENT WITH SECTION 1219.10(G)
19 OF THIS ORDINANCE, THE COMPLETION BOND WILL BE RELEASED BY THE CITY
20 OF LANSING FOLLOWING FINAL VERIFICATION OF THE CONSTRUCTION BY A
21 REGISTERED PROFESSIONAL ENGINEER.

22 (E) FOR AN EXISTING STORMWATER BASIN CONSTRUCTED PRIOR TO THE
23 EFFECTIVE DATE OF THIS ORDINANCE, AN APPROVED STORMWATER PLAN MUST

1 BE SECURED PRIOR TO ANY SIGNIFICANT EXPANSION, REPAIR, OR MAINTENANCE
2 OF SAID STORMWATER BASIN.

3
4 1219.04. - EXEMPTIONS

5 (A) NOTWITHSTANDING THE REQUIREMENTS OF SECTION 1219.03, A
6 STORMWATER PLAN SHALL NOT BE REQUIRED FOR ACTIVITIES PROTECTED BY
7 THE RIGHT TO FARM ACT 93 OF 1981.

8 (B) THE INSTALLATION OR REMOVAL OF INDIVIDUAL MANUFACTURED
9 HOMES WITHIN A MANUFACTURED HOME PARK IS EXEMPTED FROM THE
10 REQUIREMENTS OF THIS ORDINANCE. THIS EXEMPTION SHALL NOT BE
11 CONSTRUED TO APPLY TO THE CONSTRUCTION, EXPANSION, OR MODIFICATION
12 OF A MANUFACTURED HOME PARK.

13 (C) PLATS THAT HAVE RECEIVED PRELIMINARY PLAT APPROVAL AND
14 OTHER DEVELOPMENTS WITH FINAL LAND USE APPROVAL PRIOR TO THE
15 EFFECTIVE DATE OF THIS ORDINANCE ARE EXEMPTED FROM THE
16 REQUIREMENTS OF THIS ORDINANCE, WHERE SUCH APPROVALS REMAIN IN
17 EFFECT.

18 (D) ANY EMERGENCY PROJECTS THAT ARE IMMEDIATELY NECESSARY FOR
19 THE PROTECTION OF LIFE, PROPERTY, OR NATURAL RESOURCES, ARE EXEMPTED
20 FROM THE REQUIREMENTS OF THIS ORDINANCE.

21 (E) LINEAR CONSTRUCTION PROJECTS, SUCH AS PIPELINE OR UTILITY LINE
22 INSTALLATION, THAT DO NOT RESULT IN THE INSTALLATION OF ANY
23 IMPERVIOUS COVER, AS DETERMINED BY THE CITY ENGINEER, ARE EXEMPTED

FROM THE REQUIREMENTS OF THIS ORDINANCE.

1219.05. - LIABILITY

ANY PERSON WHO UNDERTAKES OR CAUSES TO BE UNDERTAKEN ANY LAND DEVELOPMENT SHALL ENSURE THAT SOIL EROSION, SEDIMENTATION, INCREASED POLLUTANT LOADS AND CHANGED WATER FLOW CHARACTERISTICS RESULTING FROM THE ACTIVITY ARE CONTROLLED SO AS TO MINIMIZE POLLUTION OF RECEIVING WATERS. THE REQUIREMENTS OF THIS ORDINANCE AND OTHER APPLICABLE CITY OF LANSING ORDINANCES ARE MINIMUM STANDARDS AND A PERSON'S COMPLIANCE WITH THE SAME SHALL NOT RELIEVE SUCH PERSON FROM THE DUTY OF ENACTING ALL MEASURES NECESSARY TO MINIMIZE POLLUTION OF RECEIVING WATERS TO THE MAXIMUM EXTENT PRACTICABLE.

1219.06. - DESIGNATION OF STORMWATER AUTHORITY; POWERS AND DUTIES

(A) THE CITY ENGINEER SHALL ADMINISTER AND ENFORCE THIS ORDINANCE, AND MAY FURNISH ADDITIONAL POLICY, CRITERIA AND INFORMATION INCLUDING SPECIFICATIONS AND STANDARDS AND/OR ESTABLISHMENT OF A PERMITTING PROGRAM, FOR THE PROPER IMPLEMENTATION OF THE REQUIREMENTS OF THIS ORDINANCE AND MAY PROVIDE SUCH INFORMATION IN THE FORM OF A STORMWATER MANAGEMENT POLICIES AND PROCEDURES MANUAL AND/OR STORMWATER MANAGEMENT DESIGN MANUAL.

1 (B) THE CITY OF LANSING'S STORMWATER MANAGEMENT POLICIES AND
2 PROCEDURES MANUAL AND/OR STORMWATER MANAGEMENT DESIGN MANUAL
3 MAY BE UPDATED AND EXPANDED FROM TIME TO TIME, AT THE DISCRETION OF
4 THE CITY ENGINEER BASED ON REGULATORY REVISIONS AND/OR
5 IMPROVEMENTS IN ENGINEERING, SCIENCE, MONITORING AND LOCAL
6 MAINTENANCE EXPERIENCE.

7 (C) REPRESENTATIVES OF THE CITY ENGINEER SHALL HAVE THE RIGHT TO
8 ENTER UPON ANY LAND FOR THE PURPOSES OF MAKING AN INSPECTION OR
9 ACQUIRING INFORMATION TO DETERMINE WHETHER OR NOT THE PROPERTY
10 CONFORMS TO THE REQUIREMENTS OF THIS ORDINANCE.

11
12 1219.07. - CONTENTS OF POST-CONSTRUCTION STORMWATER MANAGEMENT
13 PLAN

14 (A) THE STORMWATER MANAGEMENT PLAN (STORMWATER PLAN) SHALL
15 UTILIZE TO THE MAXIMUM EXTENT PRACTICABLE SITE PLANNING AND DESIGN
16 TECHNIQUES THAT REDUCE RUNOFF RATES, VOLUMES, AND POLLUTANT LOADS.
17 SUCH TECHNIQUES INCLUDE, BUT ARE NOT LIMITED TO, MINIMIZATION AND/OR
18 DISCONNECTION OF IMPERVIOUS SURFACES; DEVELOPMENT DESIGN THAT
19 REDUCES THE RATE AND VOLUME OF RUNOFF; RESTORATION OR ENHANCEMENT
20 OF NATURAL AREAS SUCH AS RIPARIAN AREAS, WETLANDS, AND FORESTS; AND
21 DISTRIBUTED PRACTICES THAT INTERCEPT AND TREAT RUNOFF FROM
22 DEVELOPED AREAS.

23 (B) THE STORMWATER PLAN SHALL BE PRESENTED AS FOLLOWS:

1 (1) THROUGH PLANS, ILLUSTRATIONS, REPORTS, AND CALCULATIONS, THE
2 STORMWATER PLAN SHALL DISPLAY THE REQUIRED INFORMATION SPECIFIED IN
3 THE CITY OF LANSING STORMWATER MANAGEMENT DESIGN MANUAL (DESIGN
4 MANUAL).

5 (2) THE STORMWATER PLAN MUST BE SUFFICIENTLY DETAILED TO SPECIFY THE
6 TYPE, LOCATION, AND SIZE OF STORMWATER MANAGEMENT FACILITIES.

7 (3) IF IT IS PROPOSED TO DEVELOP A PARCEL IN TWO OR MORE PHASES, THE
8 STORMWATER PLAN SHALL BE PREPARED AND SUBMITTED FOR THE TOTAL
9 PROJECT.

10 (C) THE STORMWATER PLAN SHALL BE PREPARED BY A REGISTERED CIVIL
11 ENGINEER IN ACCORDANCE WITH THE REQUIREMENTS OUTLINED IN THE DESIGN
12 MANUAL. OTHER PERSONS AND PROFESSIONALS MAY ASSIST IN THE
13 PREPARATION OF THE PLAN. ALL PLANS SHALL BE PROPERLY SEALED.

14
15 1219.08. - STANDARDS FOR POST CONSTRUCTION STORMWATER MANAGEMENT
16 PLAN (STORMWATER PLAN) APPROVAL

17 (A) ALL DEVELOPMENTS REQUIRING A STORMWATER PLAN SHALL BE
18 DESIGNED, CONSTRUCTED, AND MAINTAINED TO PREVENT FLOODING, MINIMIZE
19 STREAM CHANNEL IMPACTS, PROTECT WATER QUALITY, AND ACHIEVE THE
20 PURPOSES OF THIS ORDINANCE, AS STATED ABOVE. THE CITY OF LANSING HAS
21 ADOPTED PERFORMANCE STANDARDS TO MEET THE OBJECTIVES OF MANAGING
22 THE QUANTITY AND QUALITY OF STORMWATER RUNOFF FROM A SITE AS
23 DESCRIBED BELOW AND IN THE CITY OF LANSING STORMWATER MANAGEMENT

DESIGN MANUAL (DESIGN MANUAL).

(B) DESIGNERS MAY SELECT ANY COMBINATION OF STORMWATER BMPS WHICH MEET THE PERFORMANCE STANDARDS PROVIDED THE SELECTIONS:

(1) COMPLY WITH THE REQUIREMENTS IDENTIFIED IN THIS ORDINANCE AND THE ASSOCIATED CITY OF LANSING STORMWATER MANAGEMENT POLICIES AND

PROCEDURES MANUAL (POLICIES MANUAL) AND DESIGN MANUAL;

(2) COMPLY WITH ALL OTHER LOCAL, COUNTY, STATE, OR FEDERAL REQUIREMENTS; AND

(3) DO NOT CONFLICT WITH THE EXISTING LOCAL STORMWATER MANAGEMENT AND WATERSHED PLANS.

(C) THE PARTICULAR FACILITIES AND MEASURES REQUIRED ON-SITE SHALL TAKE INTO CONSIDERATION THE NATURAL FEATURES, UPLAND AREAS, WETLANDS, AND WATERCOURSES ON THE SITE; THE POTENTIAL FOR ON-SITE AND OFFSITE ADVERSE STORMWATER IMPACTS, WATER POLLUTION, AND EROSION; AND THE SIZE OF THE SITE.

(D) THE FOLLOWING ON-SITE STORMWATER MANAGEMENT CONCEPTS MUST BE FOLLOWED:

(1) NATURAL TOPOGRAPHY AND SITE DRAINAGE SHALL BE PRESERVED AND SITE GRADING SHALL BE MINIMIZED TO THE MAXIMUM EXTENT REASONABLY ACHIEVABLE CONSIDERING THE NATURE OF THE DEVELOPMENT.

(2) THE PREFERRED CONVEYANCE STRATEGY IS TO TRANSPORT, WHEREVER POSSIBLE, UNTREATED AND TREATED RUNOFF IN CONVEYANCE FACILITIES OPEN TO THE ATMOSPHERE (E.G. SWALES, VEGETATED BUFFER STRIPS, ENERGY-

DISSIPATING STRUCTURES, ETC.), RATHER THAN THROUGH ENCLOSED PIPES, SO AS TO DECREASE RUNOFF VELOCITY, ALLOW FOR NATURAL INFILTRATION, ALLOW SUSPENDED SEDIMENT PARTICLES TO SETTLE, AND TO REMOVE POLLUTANTS.

(3) WATERCOURSES SHALL NOT BE DEEPENED, WIDENED, DREDGED, CLEARED OF VEGETATION, STRAIGHTENED, STABILIZED, OR OTHERWISE ALTERED WITHOUT APPLICABLE PERMITS OR APPROVALS FROM THE CITY ENGINEER, RELEVANT COUNTY AGENCIES AND THE APPLICABLE STATE OF MICHIGAN DEPARTMENT(S).

(4) THE STORMWATER PLAN AND ASSOCIATED BMPS MUST DEMONSTRATE COMPLIANCE WITH REQUIRED CHANNEL PROTECTION/VOLUME CRITERIA BY PROVIDING RETENTION AS NECESSARY TO MEET VOLUME AND PEAK FLOW LIMITS CONSISTENT WITH THE REQUIREMENTS OF THE DESIGN MANUAL. SPECIFIC DETAILS FOR ACHIEVING COMPLIANCE WITH THE VOLUME/CHANNEL PROTECTION CRITERIA ARE OUTLINED IN THE DESIGN MANUAL.

(5) THE STORMWATER PLAN AND ASSOCIATED BMPS MUST DEMONSTRATE COMPLIANCE WITH REQUIRED WATER QUALITY CRITERIA BY PROVIDING TREATMENT OF TOTAL SUSPENDED SOLIDS (TSS) OR BY PROVIDING RETENTION TO ACHIEVE THE SAME CRITERIA FOR MAXIMUM TSS CONCENTRATIONS IN THE STORMWATER DISCHARGE FROM THE SITE WITH EITHER APPROACH BEING CONSISTENT WITH THE REQUIREMENTS OF THE DESIGN MANUAL. SPECIFIC DETAILS FOR ACHIEVING COMPLIANCE WITH THE WATER QUALITY CRITERIA ARE OUTLINED IN THE DESIGN MANUAL.

1 (6) THE STORMWATER PLAN AND ASSOCIATED BMPS MUST DEMONSTRATE
2 COMPLIANCE WITH REQUIRED PEAK FLOWRATE AND FLOOD CONTROL CRITERIA
3 BY PROVIDING STORMWATER DETENTION AND/OR RETENTION CONSISTENT
4 WITH THE REQUIREMENTS OF THE DESIGN MANUAL. SPECIFIC DETAILS FOR
5 ACHIEVING COMPLIANCE WITH THE PEAK FLOWRATE AND FLOOD CONTROL
6 CRITERIA ARE OUTLINED IN THE DESIGN MANUAL.

7 (7) UNDER CERTAIN CONDITIONS, THE CITY OF LANSING, UPON
8 RECOMMENDATION BY THE CITY ENGINEER, MAY IMPOSE THE FOLLOWING
9 ADDITIONAL RESTRICTIONS ON STORMWATER DISCHARGES.

- 10 • PEAK DISCHARGE MAY BE FURTHER RESTRICTED WHEN IT CAN
11 BE SHOWN THAT A PROBABLE RISK TO DOWNSTREAM
12 STRUCTURES OR UNIQUE NATURAL AREAS EXISTS OR THAT
13 EXISTING SEVERE FLOODING PROBLEMS COULD BE FURTHER
14 AGGRAVATED.
- 15 • MEASURES SHALL BE IMPOSED TO PROTECT AGAINST GROUND
16 OR SURFACE WATER POLLUTION WHERE THE NATURE OF THE
17 SOILS OR BEDROCK UNDERLYING A STORMWATER
18 MANAGEMENT STRUCTURE CONSTITUTES SUBSTANTIAL RISK
19 OF CONTAMINATION, SUCH AS MIGHT BE THE CASE IN
20 LIMESTONE FORMATIONS. SPECIAL PROVISIONS TO BE
21 FOLLOWED IN THESE CASES WILL BE PROVIDED BY THE CITY
22 ENGINEER.

23 (E) STORMWATER “CREDITS” FOR ONSITE STORMWATER MANAGEMENT

1 MAY BE CONSIDERED IN ACCORDANCE WITH THE PROVISIONS PROVIDED IN THE
2 POLICIES MANUAL.

3 (F) STORMWATER “OFFSETS” MAY BE CONSIDERED WHERE WATER
4 QUANTITY OR WATER QUALITY BMPS REQUIRED BY THIS ORDINANCE CAN NOT
5 BE FULLY ACCOMMODATED ON-SITE IN ACCORDANCE WITH THE PROVISIONS
6 PROVIDED IN THE POLICIES MANUAL.

7
8 1219.09. - STORMWATER MANAGEMENT PLAN AND BMP CONSTRUCTION PLANS
9 SUBMISSION

10 (A) THE STORMWATER MANAGEMENT PLAN (STORMWATER PLAN) AND THE
11 ASSOCIATED, PROPOSED BMP CONSTRUCTION PLANS AND SPECIFICATIONS
12 SHALL BE SUBMITTED FOR REVIEW IN ACCORDANCE WITH THE SITE PLAN
13 SUBMITTAL REQUIREMENTS OF PART 12 OF THE CITY CODE.

14 (B) THE BMP CONSTRUCTION PLANS AND SPECIFICATIONS SHALL BE
15 PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF THIS ORDINANCE AND
16 THE CITY OF LANSING STORMWATER MANAGEMENT DESIGN MANUAL (DESIGN
17 MANUAL).

18 (C) THE BMP CONSTRUCTION PLANS AND SPECIFICATIONS SHALL BE
19 PREPARED BY A LICENSED LANDSCAPE ARCHITECT, CERTIFIED PROFESSIONAL
20 SURVEYOR, OR PROFESSIONAL ENGINEER AND MUST BE SIGNED BY THE
21 PROFESSIONAL PREPARING THE PLAN, WHO SHALL CERTIFY THAT THE DESIGN
22 OF ALL STORMWATER BMPS MEET THE REQUIREMENTS OF THIS ORDINANCE.

23 (D) NO SUBSTANTIVE CHANGES SHALL BE MADE TO AN APPROVED

1 STORMWATER PLAN WITHOUT REVIEW AND WRITTEN APPROVAL BY THE CITY
2 OF LANSING. THE ENGINEERING DIVISION MAY REQUEST ADDITIONAL DATA
3 WITH A PLAN AMENDMENT AS MAY BE NECESSARY FOR A COMPLETE REVIEW OF
4 THE STORMWATER PLAN AND BMP CONSTRUCTION PLANS AND SPECIFICATIONS
5 TO ENSURE THAT CHANGES TO THE PLAN WILL COMPLY WITH THE
6 REQUIREMENTS OF THIS ORDINANCE.

7 (E) COMPLIANCE WITH THE REQUIREMENTS OF THIS ORDINANCE DOES NOT
8 ELIMINATE THE NEED FOR THE PROPRIETOR TO OBTAIN REQUIRED PERMITS AND
9 APPROVALS FROM COUNTY AND STATE AGENCIES.

10 (F) FOR SITE CONDOMINIUMS, COMPLETE MASTER DEED DOCUMENTS
11 (INCLUDING "EXHIBITS" DRAWINGS) MUST BE SUBMITTED FOR THE CITY'S
12 REVIEW AND APPROVAL PRIOR TO RECORDING.

13
14 1219.10. - REVIEW PROCEDURES

15 (A) ALL STORMWATER MANAGEMENT PLANS AND BMP CONSTRUCTION
16 PLANS AND SPECIFICATIONS SHALL BE SUBJECT TO REVIEW AND APPROVAL BY
17 THE CITY ENGINEERING DIVISION IN ORDER TO ENSURE CONFORMANCE WITH
18 THE REQUIREMENTS OF THIS ORDINANCE AND THE ASSOCIATED CITY OF
19 LANSING STORMWATER MANAGEMENT POLICIES AND PROCEDURES MANUAL
20 AND THE CITY OF LANSING STORMWATER MANAGEMENT DESIGN MANUAL.

21 (B) UPON SUBMISSION OF A STORMWATER MANAGEMENT PLAN
22 (STORMWATER PLAN) AND BMP CONSTRUCTION PLANS AND SPECIFICATIONS, AS
23 PROVIDED HEREIN, SUCH PLAN SHALL BE REVIEWED BY THE ENGINEERING

1 DIVISION AND A WRITTEN RESPONSE PREPARED AND SUBMITTED TO THE CITY
2 OF LANSING PLANNING OFFICE. IF THE PROPOSED PLAN IS NOT SUFFICIENT AS
3 ORIGINALLY SUBMITTED, THE ENGINEERING DIVISION WILL NOTIFY THE
4 APPLICANT IN WRITING, SETTING FORTH THE REASONS FOR WITHHOLDING A
5 RECOMMENDATION FOR APPROVAL, AND WILL STATE THE CHANGES
6 NECESSARY TO OBTAIN APPROVAL. FAILURE OF THE OWNER TO ULTIMATELY
7 DEMONSTRATE THAT THE PROJECT MEETS REQUIREMENTS, AS DETERMINED BY
8 THE CITY OF LANSING, SHALL BE REASON TO DENY APPROVAL OF THE
9 STORMWATER PLAN AND BMP CONSTRUCTION PLANS AND SPECIFICATIONS.

10 (C) BEFORE APPROVAL OF THE FINAL STORMWATER BMP CONSTRUCTION
11 PLANS, COPIES OF ALL NECESSARY WETLAND, FLOODPLAIN, INLAND LAKES AND
12 STREAMS, EROSION CONTROL OR OTHER NEEDED STATE, FEDERAL, OR LOCAL
13 PERMITS RELATING TO STORMWATER MANAGEMENT HAVE BEEN PROVIDED BY
14 THE APPLICANT FOR THE CITY OF LANSING'S FILES.

15 (D) A SATISFACTORY MAINTENANCE AGREEMENT IN ACCORDANCE WITH
16 SECTION 1219.18 OF THIS ORDINANCE THAT ASSURES LONG-TERM MAINTENANCE
17 OF ALL DRAINAGE IMPROVEMENTS WILL BE IN PLACE BEFORE APPROVAL OF
18 THE STORMWATER PLAN AND BMP CONSTRUCTION PLANS AND SPECIFICATIONS.
19 DOCUMENTATION OF THE MAINTENANCE AGREEMENT WILL BE SUPPLIED TO
20 THE ENGINEERING DIVISION AND APPROVED BY THE CITY ENGINEER.

21 (E) A SOIL EROSION AND SEDIMENTATION CONTROL PERMIT SHALL NOT BE
22 ISSUED UNDER CHAPTER 1218 OF THE CITY CODE UNLESS THE DETAILED
23 STORMWATER PLAN AND BMP CONSTRUCTION PLANS AND SPECIFICATIONS

1 MEET THE STANDARDS OF THIS ORDINANCE AND THE ASSOCIATED CITY OF
2 LANSING STORMWATER MANAGEMENT POLICIES AND PROCEDURES MANUAL
3 AND THE CITY OF LANSING STORMWATER MANAGEMENT DESIGN MANUAL.

4 (F) FOR DEVELOPMENTS THAT WILL RESULT IN DISTURBANCE OF FIVE OR
5 MORE ACRES OF LAND, A COMPLETE NOTICE OF COVERAGE FOR
6 CONSTRUCTION-PHASE STORMWATER MUST BE SUBMITTED TO THE MICHIGAN
7 DEPARTMENT OF ENVIRONMENTAL QUALITY, WATER RESOURCES DIVISION, TO
8 HAVE THE DISCHARGE AUTHORIZED UNDER A NATIONAL POLLUTANT
9 DISCHARGE ELIMINATION SYSTEM PERMIT.

10 (G) THE APPLICANT WILL MAKE ARRANGEMENTS ACCEPTABLE TO THE
11 ENGINEERING DIVISION FOR INSPECTION DURING CONSTRUCTION AND FOR
12 FINAL VERIFICATION OF THE CONSTRUCTION OF ALL PERMANENT STORMWATER
13 BMPS BY A REGISTERED PROFESSIONAL ENGINEER. FOLLOWING FINAL
14 VERIFICATION OF THE CONSTRUCTION BY A REGISTERED PROFESSIONAL
15 ENGINEER, THE COMPLETION BOND REQUIRED CONSISTENT WITH SECTION
16 1219.03(D) OF THIS ORDINANCE WILL BE RELEASED BY THE CITY OF LANSING.

17 (H) ELECTRONIC FILES OF THE AS-BUILT STORM DRAINS AND STORMWATER
18 BMPS WILL BE SUBMITTED BY THE APPLICANT OR HIS/HER ENGINEER TO THE
19 ENGINEERING DIVISION ALONG WITH THE FINAL PLAN FOR EXISTING SYSTEMS,
20 OR UPON COMPLETION OF SYSTEM CONSTRUCTION FOR NEW SYSTEMS.

21 (I) COMPLETE DEVELOPMENT AGREEMENTS (INCLUDING DEED
22 RESTRICTIONS) MUST BE SUBMITTED FOR THE CITY OF LANSING REVIEW AND
23 APPROVAL PRIOR TO RECORDING.

1219.11. - REVIEW FEES

THE CITY OF LANSING CITY COUNCIL SHALL ESTABLISH APPLICATION FEES AND ESCROW REQUIREMENTS BY RESOLUTION. FEES AND ESCROW ACCOUNT PAYMENTS SHALL BE SUFFICIENT TO COVER ADMINISTRATIVE AND TECHNICAL REVIEW COSTS ANTICIPATED TO BE INCURRED BY THE CITY INCLUDING THE COSTS OF ON-SITE INSPECTIONS.

1219.12. - OFF-SITE STORMWATER MANAGEMENT

REQUIREMENTS FOR OFF-SITE STORMWATER MANAGEMENT MAY BE CONSIDERED IN ACCORDANCE WITH THE OFFSET PROVISIONS PROVIDED IN THE CITY OF LANSING STORMWATER MANAGEMENT POLICIES AND PROCEDURES MANUAL.

1219.13. - REVISION OF PLAN

IF IT BECOMES NECESSARY TO ALTER A DEVELOPMENT OR EARTH CHANGE PROPOSAL AFTER THE STORMWATER PLAN HAS BEEN APPROVED, A REVISED STORMWATER PLAN MUST BE SUBMITTED, REVIEWED, AND APPROVED IN ACCORDANCE WITH THE PROCEDURE SET FORTH ABOVE. ALL REQUIREMENTS AND STANDARDS FOR STORMWATER PLANS SHALL APPLY.

1219.14. - DRAINS UNDER THE JURISDICTION OF THE DRAIN COMMISSIONER

(A) DRAINAGE DISTRICTS WILL NOT BE ALTERED WHEN DESIGNING

1 DEVELOPMENT DRAINAGE, EXCEPT AS PROVIDED UNDER SECTION 433 OF ACT 40,
2 PUBLIC ACT 1956, AS AMENDED.

3 (B) EXISTING COUNTY DRAIN EASEMENTS WILL BE INDICATED ON THE
4 STORMWATER PLAN AS WELL AS THE FINAL STORMWATER BMP CONSTRUCTION
5 PLANS AND WILL BE DESIGNATED AS “INGHAM COUNTY DRAIN”, “EATON
6 COUNTY DRAIN”, OR THE APPROPRIATE INTER-COUNTY DRAIN AS APPLICABLE.
7 COUNTY DRAIN EASEMENTS PRIOR TO 1956 WERE NOT REQUIRED BY STATUTE
8 TO BE RECORDED IMMEDIATELY; THEREFORE, IT MAY BE NECESSARY TO CHECK
9 THE PERMANENT RECORDS OF THE DRAIN OFFICE TO SEE IF A DRAIN EASEMENT
10 IS IN EXISTENCE ON THE SUBJECT PROPERTY.

11 (C) A PERMIT WILL BE OBTAINED FROM THE APPROPRIATE DRAIN
12 COMMISSIONER’S OFFICE PRIOR TO DISCHARGING INTO, TAPPING OR CROSSING
13 ANY COUNTY OR INTER-COUNTY DRAIN. THE PERMIT MUST BE OBTAINED PRIOR
14 TO FINAL PLAN APPROVAL.

15 (D) PROPOSED RELOCATIONS OF COUNTY DRAINS WILL BE PROCESSED
16 THROUGH THE OFFICE OF THE APPROPRIATE DRAIN COMMISSIONER.
17

18 1219.15. - AS-BUILT CERTIFICATION

19 AN AS-BUILT CERTIFICATION FOR STORMWATER BMPS MUST BE PROVIDED
20 TO THE ENGINEERING DIVISION PRIOR TO FINAL APPROVAL OF THE
21 DEVELOPMENT. THE CERTIFICATION SHOULD INCLUDE ALL OF THE
22 REQUIREMENTS NOTED IN THE DESIGN MANUAL.
23

1219.16. - NOTICE OF CONSTRUCTION COMMENCEMENT

THE APPLICANT MUST NOTIFY THE CITY OF LANSING ENGINEERING DIVISION BEFORE THE COMMENCEMENT OF CONSTRUCTION. IN ADDITION, THE APPLICANT MUST NOTIFY THE CITY OF LANSING ENGINEERING DIVISION IN ADVANCE OF CONSTRUCTION OF CRITICAL COMPONENTS OF THE STORMWATER PRACTICES SHOWN ON THE APPROVED STORMWATER BMP CONSTRUCTION PLANS AND SPECIFICATIONS. THE CITY MAY, AT ITS DISCRETION, ISSUE VERBAL OR WRITTEN AUTHORIZATION TO PROCEED WITH CRITICAL CONSTRUCTION STEPS, SUCH AS INSTALLATION OF PERMANENT STORMWATER BMPS BASED ON STABILIZATION OF THE DRAINAGE AREA AND OTHER FACTORS.

1219.17. - CONSTRUCTION INSPECTIONS BY CITY OF LANSING OR ITS REPRESENTATIVES

THE CITY OF LANSING ENGINEERING DIVISION OR ITS REPRESENTATIVES MAY CONDUCT PERIODIC INSPECTIONS OF THE STORMWATER PRACTICES SHOWN ON THE APPROVED STORMWATER BMP CONSTRUCTION PLANS AND SPECIFICATIONS, AND ESPECIALLY DURING CRITICAL INSTALLATION AND STABILIZATION STEPS. ALL INSPECTIONS SHALL BE DOCUMENTED IN WRITING. THE INSPECTION SHALL DOCUMENT ANY VARIATIONS OR DISCREPANCIES FROM THE APPROVED PLAN, AND THE RESOLUTION OF SUCH ISSUES.

1219.18. - MAINTENANCE AGREEMENT

(A) PURPOSE OF MAINTENANCE AGREEMENT - THE PURPOSE OF THE

1 MAINTENANCE AGREEMENT IS TO PROVIDE THE MEANS AND ASSURANCE THAT
2 PERPETUAL, LONG-TERM MAINTENANCE OF STORMWATER BMPS SHALL BE
3 PROVIDED FOR AND UNDERTAKEN. A MAINTENANCE AGREEMENT SHALL BE
4 SUBMITTED TO THE CITY OF LANSING, FOR REVIEW BY THE CITY ENGINEER AND
5 HIS/HER DESIGNEE, AND SHALL BE SUBJECT TO APPROVAL IN CONSISTENT WITH
6 THE APPROVED STORMWATER MANAGEMENT PLAN AND BMP CONSTRUCTION
7 PLANS AND SPECIFICATIONS.

8 (B) RESPONSIBLE PARTY

9 (1) THE RESPONSIBLE PARTY NAMED IN THE RECORDED STORMWATER
10 MAINTENANCE AGREEMENT SHALL MAINTAIN IN GOOD CONDITION AND
11 PROMPTLY REPAIR AND RESTORE ALL STRUCTURAL AND NON-STRUCTURAL
12 STORMWATER BMPS AND ALL NECESSARY ACCESS ROUTES AND
13 APPURTENANCES. SUCH REPAIRS OR RESTORATION AND MAINTENANCE SHALL
14 BE IN ACCORDANCE WITH THE APPROVED STORMWATER BMP CONSTRUCTION
15 PLANS AND SPECIFICATIONS AND THE STORMWATER MAINTENANCE
16 AGREEMENT.

17 (2) THE RESPONSIBLE PARTY SHALL MAKE RECORDS OF INSTALLATION AND OF
18 ALL MAINTENANCE AND REPAIRS, AND SHALL RETAIN THE RECORDS FOR AT
19 LEAST FIVE (5) YEARS. THESE RECORDS SHALL BE MADE AVAILABLE TO THE
20 CITY OF LANSING DURING INSPECTION OF THE PRACTICE AND AT OTHER
21 REASONABLE TIMES UPON REQUEST.

22 (C) MAINTENANCE AGREEMENT PROVISIONS

23 (1) THE MAINTENANCE AGREEMENT SHALL PROVIDE FOR ROUTINE,

1 EMERGENCY, AND LONG-TERM MAINTENANCE OF ALL STORMWATER BMPS.

2 (2) THE MAINTENANCE AGREEMENT SHALL BE BINDING ON ALL SUBSEQUENT
3 OWNERS OF LAND SERVED BY THE STORMWATER BMPS AND SHALL BE
4 RECORDED IN THE OFFICE OF THE APPROPRIATE COUNTY REGISTER OF DEEDS
5 PRIOR TO THE EFFECTIVENESS OF THE APPROVAL OF THE CITY OF LANSING.

6 (3) IF IT HAS BEEN FOUND BY THE CITY OF LANSING, FOLLOWING NOTICE AND
7 AN OPPORTUNITY TO BE HEARD BY THE PROPERTY OWNER, THAT THERE HAS
8 BEEN A MATERIAL FAILURE OR REFUSAL TO UNDERTAKE MAINTENANCE AS
9 REQUIRED UNDER THIS ORDINANCE AND/OR AS REQUIRED IN THE APPROVED
10 MAINTENANCE AGREEMENT AS REQUIRED HEREUNDER, THE CITY ENGINEER
11 SHALL THEN BE AUTHORIZED, BUT NOT REQUIRED, TO HIRE AN ENTITY WITH
12 QUALIFICATIONS AND EXPERIENCE IN THE SUBJECT MATTER TO UNDERTAKE
13 THE MONITORING AND MAINTENANCE AS SO REQUIRED, IN WHICH EVENT THE
14 PROPERTY OWNER SHALL BE OBLIGATED TO ADVANCE OR REIMBURSE
15 PAYMENT (AS DETERMINED BY THE CITY OF LANSING) FOR ALL COSTS AND
16 EXPENSES ASSOCIATED WITH SUCH MONITORING AND MAINTENANCE,
17 TOGETHER WITH A REASONABLE ADMINISTRATIVE FEE. THE MAINTENANCE
18 AGREEMENT REQUIRED UNDER THIS ORDINANCE SHALL CONTAIN A PROVISION
19 SPELLING OUT THIS REQUIREMENT AND, IF THE APPLICANT OBJECTS IN ANY
20 RESPECT TO SUCH PROVISION OR THE UNDERLYING RIGHTS AND OBLIGATIONS,
21 SUCH OBJECTION SHALL BE RESOLVED PRIOR TO THE COMMENCEMENT OF
22 CONSTRUCTION OF THE PROPOSED DEVELOPMENT ON THE PROPERTY.

1 1219.19. - MAINTENANCE INSPECTIONS

2 THE CITY OF LANSING ENGINEERING DIVISION OR ITS REPRESENTATIVES
3 MAY CONDUCT PERIODIC INSPECTIONS FOR ALL STORMWATER PRACTICES
4 CONSTRUCTED AS PART OF THE APPROVED BMP CONSTRUCTION PLANS AND
5 SPECIFICATIONS. ALL INSPECTIONS WILL BE DOCUMENTED IN WRITING. THE
6 INSPECTION SHALL DOCUMENT ANY MAINTENANCE AND REPAIR NEEDS AND
7 ANY DISCREPANCIES FROM THE STORMWATER MAINTENANCE AGREEMENT.
8

9 1219.20. - STORMWATER MANAGEMENT EASEMENTS

10 (A) NECESSITY OF EASEMENTS FOR ON-SITE STORMWATER BMPS -
11 STORMWATER MANAGEMENT EASEMENTS SHALL BE PROVIDED IN A FORM
12 REQUIRED BY THE CITY OF LANSING ENGINEERING DIVISION, AND RECORDED AS
13 DIRECTED AS PART OF THE APPROVAL OF THE CITY OF LANSING TO ASSURE:

- 14 • ACCESS FOR INSPECTIONS;
15 • ACCESS TO STORMWATER BMPS FOR MAINTENANCE PURPOSES; AND
16 • PRESERVATION OF PRIMARY AND SECONDARY DRAINAGEWAYS
17 WHICH ARE NEEDED TO SERVE STORMWATER MANAGEMENT NEEDS
18 OF OTHER PROPERTIES.

19 (B) EASEMENTS FOR OFF-SITE STORMWATER BMPS - THE OWNER SHALL
20 OBTAIN EASEMENTS ASSURING ACCESS TO ALL AREAS USED FOR OFF-SITE
21 STORMWATER MANAGEMENT, INCLUDING UNDEVELOPED OR UNDISTURBED
22 LANDS.

23 (C) RECORDING OF EASEMENTS - EASEMENTS SHALL BE RECORDED WITH

1 THE APPROPRIATE COUNTY REGISTER OF DEEDS BASED ON JURISDICTION AND
2 ACCORDING TO COUNTY REQUIREMENTS.

3 (D) RECORDING PRIOR TO BUILDING PERMIT ISSUANCE - THE APPLICANT
4 MUST PROVIDE THE CITY ENGINEERING DIVISION WITH EVIDENCE OF THE
5 RECORDING OF THE EASEMENT PRIOR TO FINAL SUBDIVISION PLAT OR
6 CONDOMINIUM APPROVAL OR OTHER APPLICABLE FINAL CONSTRUCTION
7 APPROVAL.

8 (E) RIGHT-OF-ENTRY - THE EASEMENTS MUST CONTAIN A PROVISION
9 GRANTING THE CITY OF LANSING AND ITS REPRESENTATIVES THE RIGHT OF
10 ENTRY FOR THE PURPOSES OF INSPECTING ALL STORMWATER BMPS AT
11 REASONABLE TIMES AND IN A REASONABLE MANNER. THIS INCLUDES THE
12 RIGHT TO ENTER A PROPERTY WHEN THE CITY OF LANSING HAS A REASONABLE
13 BASIS TO BELIEVE THAT A VIOLATION OF THIS ORDINANCE IS OCCURRING OR
14 HAS OCCURRED AND TO ENTER WHEN NECESSARY FOR ABATEMENT OF A
15 PUBLIC NUISANCE OR CORRECTION OF A VIOLATION OF THIS ORDINANCE.

16
17 1219.21. - SEVERABILITY

18 IF ANY SECTION, CLAUSE, PROVISION OR PORTION OF THIS ORDINANCE IS
19 ADJUDGED UNCONSTITUTIONAL OR INVALID BY A COURT OF COMPETENT
20 JURISDICTION, THE REMAINDER OF THIS ORDINANCE SHALL REMAIN IN FORCE
21 AND EFFECT.

22
23 1219.22. - STOP WORK ORDER

1 WHERE THERE IS WORK IN PROGRESS THAT CAUSES OR CONSTITUTES IN
2 WHOLE OR IN PART, A VIOLATION OF ANY PROVISION OF THIS ORDINANCE, THE
3 CITY OF LANSING IS AUTHORIZED TO ISSUE A STOP WORK ORDER SO AS TO
4 PREVENT FURTHER OR CONTINUING VIOLATIONS OR ADVERSE EFFECTS. ALL
5 PERSONS TO WHOM THE STOP WORK ORDER IS DIRECTED, OR WHO ARE
6 INVOLVED IN ANY WAY WITH THE WORK OR MATTER DESCRIBED IN THE STOP
7 WORK ORDER SHALL FULLY AND PROMPTLY COMPLY THEREWITH. THE CITY OF
8 LANSING MAY ALSO UNDERTAKE OR CAUSE TO BE UNDERTAKEN, ANY
9 NECESSARY OR ADVISABLE PROTECTIVE MEASURES SO AS TO PREVENT
10 VIOLATIONS OF THIS ORDINANCE OR TO AVOID OR REDUCE THE EFFECTS OF
11 NONCOMPLIANCE HEREWITH. THE COST OF ANY SUCH PROTECTIVE MEASURES
12 SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY UPON WHICH
13 THE WORK IS BEING DONE AND THE RESPONSIBILITY OF ANY PERSON CARRYING
14 OUT OR PARTICIPATING IN THE WORK, AND SUCH COST SHALL BE A LIEN UPON
15 THE PROPERTY.

16
17 1219.23. - SANCTIONS FOR VIOLATIONS

18 (A) ANY PERSON VIOLATING ANY PROVISION OF THIS ORDINANCE SHALL BE
19 RESPONSIBLE FOR A MUNICIPAL CIVIL INFRACTION, PLUS COSTS, DAMAGES,
20 EXPENSES, AND OTHER SANCTIONS AS AUTHORIZED UNDER CHAPTER 87 OF THE
21 REVISED JUDICATURE ACT OF 1961 AND OTHER APPLICABLE LAWS, INCLUDING,
22 WITHOUT LIMITATION, EQUITABLE RELIEF; PROVIDED, HOWEVER, THAT THE
23 VIOLATION STATED IN THIS ORDINANCE SHALL BE A MISDEMEANOR. THE CITY

1 OF LANSING IS AUTHORIZED TO ISSUE MUNICIPAL CIVIL INFRACTION CITATIONS
2 TO ANY PERSON ALLEGED TO BE VIOLATING ANY PROVISION OF THIS
3 ORDINANCE. EACH DAY SUCH VIOLATION OCCURS OR CONTINUES SHALL BE
4 DEEMED A SEPARATE OFFENSE AND SHALL MAKE THE VIOLATOR LIABLE FOR
5 THE IMPOSITION OF A FINE FOR EACH DAY. THE RIGHTS AND REMEDIES
6 PROVIDED FOR IN THIS SECTION ARE CUMULATIVE AND IN ADDITION TO ANY
7 OTHER REMEDIES PROVIDED BY LAW. AN ADMISSION OR DETERMINATION OF
8 RESPONSIBILITY SHALL NOT EXEMPT THE OFFENDER FROM COMPLIANCE WITH
9 THE REQUIREMENTS OF THIS ORDINANCE.

10 (B) ANY PERSON WHO NEGLECTS OR FAILS TO COMPLY WITH A STOP WORK
11 ORDER ISSUED UNDER THIS ORDINANCE SHALL, UPON CONVICTION, BE GUILTY
12 OF A MISDEMEANOR, PUNISHABLE BY A FINE OF NOT MORE THAN \$500 OR
13 IMPRISONMENT IN THE COUNTY JAIL FOR NOT MORE THAN 90 DAYS, OR BOTH,
14 SUCH FINE AND IMPRISONMENT, AND SUCH PERSON SHALL ALSO PAY SUCH
15 COSTS AS MAY BE IMPOSED IN THE DISCRETION OF THE COURT.

16 (C) ANY PERSON WHO AIDS OR ABETS A PERSON IN A VIOLATION OF THIS
17 ORDINANCE SHALL BE SUBJECT TO THE SANCTIONS PROVIDED IN THIS SECTION.
18

19 1219.24. - FAILURE TO COMPLY; COMPLETION

20 IN ADDITION TO ANY OTHER REMEDIES, SHOULD ANY OWNER FAIL TO
21 COMPLY WITH THE PROVISIONS OF THIS ORDINANCE, THE CITY OF LANSING
22 MAY, AFTER THE GIVING OF REASONABLE NOTICE AND OPPORTUNITY FOR
23 COMPLIANCE, HAVE THE NECESSARY WORK DONE, AND THE OWNER SHALL BE

1 OBLIGATED TO PROMPTLY REIMBURSE THE CITY FOR ALL COSTS OF SUCH
2 WORK.

3
4 1219.25. - EMERGENCY MEASURES

5 WHEN EMERGENCY MEASURES ARE NECESSARY TO MODERATE A
6 NUISANCE, TO PROTECT PUBLIC SAFETY, HEALTH AND WELFARE, AND/OR TO
7 PREVENT LOSS OF LIFE, INJURY OR DAMAGE TO PROPERTY, THE CITY OF
8 LANSING IS AUTHORIZED TO CARRY OUT OR ARRANGE FOR ALL SUCH
9 EMERGENCY MEASURES. PROPERTY OWNERS SHALL BE RESPONSIBLE FOR THE
10 COST OF SUCH MEASURES MADE NECESSARY AS A RESULT OF A VIOLATION OF
11 THIS ORDINANCE, AND SHALL PROMPTLY REIMBURSE THE CITY FOR ALL SUCH
12 COSTS.

13
14 1219.26. - COST RECOVERY FOR DAMAGE TO STORM DRAIN SYSTEM

15 A DISCHARGER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY OF
16 LANSING AS THE RESULT OF CAUSING A DISCHARGE THAT PRODUCES A DEPOSIT
17 OR OBSTRUCTION, OR CAUSES DAMAGE TO, OR IMPAIRS A STORM DRAIN OR
18 RECEIVING WATERS, OR VIOLATES ANY OF THE PROVISIONS OF THIS
19 ORDINANCE. COSTS INCLUDE, BUT ARE NOT LIMITED TO, THOSE PENALTIES
20 LEVIED BY THE ENVIRONMENTAL PROTECTION AGENCY OR MICHIGAN
21 DEPARTMENT OF ENVIRONMENTAL QUALITY FOR VIOLATION OF AN NPDES
22 PERMIT, ATTORNEY FEES, AND OTHER COSTS AND EXPENSES.

1 1219.27. - COLLECTION OF COSTS; LIEN

2 COSTS INCURRED BY THE CITY OF LANSING AND EITHER OF THE DRAIN
3 COMMISSIONERS PURSUANT TO THIS ORDINANCE SHALL BE A LIEN ON THE
4 PREMISES WHICH SHALL BE ENFORCEABLE IN ACCORDANCE WITH ACT NO. 94 OF
5 THE PUBLIC ACTS OF 1933, AS AMENDED FROM TIME TO TIME. ANY SUCH
6 CHARGES WHICH ARE DELINQUENT FOR SIX (6) MONTHS OR MORE MAY BE
7 CERTIFIED ANNUALLY TO THE CITY OF LANSING TREASURER WHO SHALL ENTER
8 THE LIEN ON THE NEXT TAX ROLL AGAINST THE PREMISES AND THE COSTS
9 SHALL BE COLLECTED AND THE LIEN SHALL BE ENFORCED IN THE SAME
10 MANNER AS PROVIDED FOR IN THE COLLECTION OF TAXES ASSESSED UPON THE
11 ROLL AND THE ENFORCEMENT OF A LIEN FOR TAXES. IN ADDITION TO ANY
12 OTHER LAWFUL ENFORCEMENT METHODS, THE CITY OR THE APPROPRIATE
13 DRAIN COMMISSIONER SHALL HAVE ALL REMEDIES AUTHORIZED BY ACT NO. 94
14 OF THE PUBLIC ACTS OF 1933, AS AMENDED.

15
16 1219.28. - EFFECT OF APPROVAL ON REMEDIES

17 THE APPROVAL OR DISAPPROVAL OF ANY POST-CONSTRUCTION
18 STORMWATER MANAGEMENT PLAN SHALL NOT HAVE ANY EFFECT ON ANY
19 REMEDY OF ANY PERSON AT LAW OR IN EQUITY.

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

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

1 than the part so declared to be invalid.

2 Section 4. This ordinance shall take effect on the 30th day after enactment, unless
3 given immediate effect by city council.

4

5

Approved as to form:

6

7

City Attorney

8

Dated: _____

PASSAGE OF ORDINANCE

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.

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

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

☐ ADOPTED

☐ FAILED

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.

Section 4. 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 5. This ordinance shall take effect on the 30th day after enactment, unless given immediate effect by City Council.

Approved as to form:

City Attorney

Dated: _____

PASSAGE OF ORDINANCE

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO 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.

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

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

☐ ADOPTED

☐ FAILED

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO 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.

1034.03. – RESPONSIBILITIES

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

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

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

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: _____



Chris Swope
Lansing City Clerk

August 10, 2018

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

Dear Councilmembers:

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

BOARD NAME

DATE OF MEETING

Medical Marihuana Commission

July 26, 2018

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

Sincerely,

A handwritten signature in cursive script that reads "Chris Swope".

Chris Swope, CMC, CMMC
Lansing City Clerk

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

WHEREAS, the City of Lansing received a request from Sleepwalker Spirits and Ale for a New Micro Brewer/Small Wine Maker License for 1101 South Washington Ave., Lansing, MI 48912, Ingham County; and

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

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council, hereby, approves the request from Sleepwalker Spirits and Ale for a New Micro Brewer/Small Wine Maker License for 1101 South Washington Ave., Lansing, MI 48912, Ingham County



City of Lansing, Michigan
On-Premises Alcohol Sales Application

Business Name: Sleepwalker Spirit Band & Wine aka: Some
Business Address: 1101 S Washington Ave
City: Lansing State: MI Zip: 48910
Main Contact Number: (517) 719.7563 Secondary Contact Number: (Some)
Email Address: jeremy@drinksleepwalker.com
License(s) for which you are seeking Local Government Approval Microbrewer/Small Wine

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

Name	Position	Address
Jeremy Sprague	President	221 Orchard St. East Lansing, MI 48824

If an Individual, provide Applicant's:

Date of Birth: [Redacted] Place of Birth: Lansing
What character of business do you intend to operate? Restaurant Microbrewery

RECEIVED
2018 JUN 18 PM 1:00
LANSING CITY CLERK

When you are done with this form, please return it to:
Chris Swope, City Clerk
Lansing City Clerk's Office
Ninth Floor, City Hall, 124 W. Michigan Ave., Lansing, MI 48933-1695
clerk@lansingmi.gov

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

7.27.2012

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

If yes, what is the disposition of any such earlier application? _____

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

☒ I (we) have never been convicted of a felony and is (are) not disqualified to receive a license by reason of any item contained in this chapter or the laws of the State.

☒ I (we) will not violate any State or Federal laws or any ordinance of the City in the conduct of this business.

☒ I (we) or my (our) agent(s) do not owe any personal property taxes.

☒ The copy of the Michigan Liquor Control Commission application submitted with this application is a true copy of what I (we) intend to submit to the Michigan Liquor Control Commission.

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

Signature

Date

Subscribed and sworn to before me this

18 day of June, 2018.

Signature

Printed Name

Notary Public, Ingham County, Michigan

My Commission Expires:

Acting in the County of

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

Chris Swope, City Clerk

Lansing City Clerk's Office

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

clerk@lansingmi.gov



0507

Manufacturer & Wholesaler License & Permit Application

For more information on manufacturer and wholesaler licenses and permits, please visit the Liquor Control Commission's frequently asked questions website [by clicking this link](#).

Before you begin filling out the attached application, please review this checklist for the forms and documents you will need to submit with your completed application form.

The attached LCC-100 form will automatically calculate fees when opened using Adobe Acrobat Reader. The form's functionality may not work with third-party PDF readers. You may download a free copy of Adobe Acrobat Reader on the Adobe website: <https://get.adobe.com/reader/>

☒ Completed Manufacturer & Wholesaler License & Permit Application (attached)

☐ [Livescan Fingerprint Form](#)* (attached) **ON FILE**

☐ Inspection, License, and Permit Fees

☐ [Local Government Authorization \(Form LCC-106\)](#) - For a new Small Wine Maker, Wine Maker, Brewer, Micro Brewer, Small Distiller, Manufacturer of Brandy, or Manufacturer of Spirits license

☐ Property document (lease, deed, land contract, etc.)

☐ Purchase agreement - For the transfer of ownership of a license

Are you transferring stock or membership interest? If yes, use the [License Interest Transfer Application \(LCC-101\)](#).

If applicant is a corporation also include (pursuant to R 436.1109):

☐ [Report of Stockholders/Member/Partners \(Form LCC-301\)](#)

☐ Copy of Articles of Incorporation filed with the Corporations Division of the Department of Licensing & Regulatory Affairs

☐ Current Certificate of Good Standing from the state where incorporated and Certificate of Authority to Do Business in Michigan, if incorporated outside of Michigan.

☐ Certified copy of the minutes of a meeting of its board of directors or a statement signed by an officer of the corporation naming the persons authorized by corporate resolution to sign the application and other documents required by the Commission or [Part 3 of Form LCC-301](#).

If applicant is a limited liability company also include (pursuant to R 436.1110):

☐ [Report of Stockholders/Member/Partners \(Form LCC-301\)](#)

☐ Copy of Articles of Organization filed with the Corporations Division of the Department of Licensing & Regulatory Affairs

☐ Copy of the operating agreement or bylaws of the applicant company

☐ Current Certificate of Authority to Do Business in Michigan, if the LLC is a non-Michigan LLC.

☐ Statement signed by a manager of the limited liability company or by at least 1 member if management is reserved to the members naming the person authorized to sign the application and other documents required by the Commission or [Part 3 of Form LCC-301](#).

If applicant is a limited partnership also include (pursuant to R 436.1111):

☐ [Report of Stockholders/Member/Partners \(Form LCC-301\)](#)

☐ Copy of the partnership agreement of the applicant limited partnership

☐ Each general partner of a partnership shall sign the application, bond, and other papers filed in connection with securing a new license or transferring an existing license. This requirement may be waived by the Commission upon showing of good cause, which must be submitted in writing.

Facilities that manufacture alcoholic products in Michigan must be licensed through the Michigan Department of Agriculture and Rural Development (MDARD) in addition to licensure through the MLCC. You may contact MDARD regarding the licensing requirements for the type of establishment for which you are applying by calling, toll-free, 800-292-3939 or visiting www.michigan.gov/mdard.

*Fingerprints are required for applicants that have not been fingerprinted for MLCC licensure in the past and will hold 10% or more interest in a license or applicant entity.



Manufacturer & Wholesaler License & Permit Application

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

Part 1 - Applicant Information

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

Applicant name(s): Jeremy C Sprague		
Address to be licensed: 1101 S Washington Ave		
City: Lansing	Zip Code: 48910	
City/township/village where license will be issued: Lansing		County: Ingham
Federal Employer Identification Number (FEIN): 46-0665803		

Leave Blank - MLCC Use Only

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

Part 2 - License Transfer Information (If Applicable)

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

Current licensee(s):		
Current licensed address:		
City:	Zip Code:	
City/township/village where license is issued:		County:

Part 3 - Licenses, Permits, and Permissions

Applicants for Manufacturer & Wholesaler licenses, permits, and permissions must complete the attached Schedule A and return it with this application. Transfer the fee calculations from the Schedule A to Part 4 below.

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

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

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

Inspection Fees:	License & Permit Fees:	TOTAL FEES:
------------------	------------------------	--------------------

Schedule A - Licenses, Permits, & Permissions

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

License Type:	Base Fee:	Fee Code MLCC Use Only
☐ Brewer	\$50.00	
☒ Micro Brewer (Under 60,000 barrels annually)	\$50.00	
☐ Wine Maker	\$100.00	
☒ Small Wine Maker (Under 50,000 gallons annually)	\$25.00	
☐ Winery Tasting Room	\$100.00	
☐ Spirit Tasting Room	\$100.00	
☐ Brandy Tasting Room	\$100.00	
☐ Manufacturer of Brandy	\$100.00	
☐ Manufacturer of Mixed Spirit Drink	\$100.00	
☐ Manufacturer of Spirits	\$1,000.00	
☐ Small Distiller (Under 60,000 gallons annually)	\$100.00	
☐ Outstate Seller of Beer	\$1,000.00	
☐ Outstate Seller of Wine	\$300.00	
☐ Outstate Seller of Mixed Spirit Drink	\$300.00	
☐ Wholesaler	\$300.00	
For delivery vehicle decal fees please use Report of Delivery Vehicles form (LCC-351) .		
☐ Warehouser	\$50.00	
☐ Industrial Manufacturer	\$10.00	
☐ Seller of Alcohol	\$10.00	
☐ Limited Alcohol Buyer	\$10.00	
☐ Consumer Sampling Event License	No charge	

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

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

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

Permits:	Base Fee:	Fee Code MLCC Use Only
☒ Sunday Sales Permit (AM)	\$160.00	
☒ Sunday Sales Permit (PM)		
☐ Catering Permit	\$100.00	
☐ Beer and Wine Tasting Permit	No Charge	
☒ Outdoor Service	No Charge	
☒ Entertainment Permit	No Charge	
☐ Dance Permit	No Charge	
☐ Topless Activity Permit	No Charge	
☐ Living Quarters	No Charge	
☐ Specific Purpose Permit (list activity below): Days/Hours requested: _____		
☐ Extended Hours Permit (check type below): ☐ Dance ☐ Entertainment	No Charge	
Days/Hours requested: _____		
☐ Off-premise Storage	No charge	
☐ Direct Connection(s)	No charge	

Inspection, License, Permit, & Permission Fee Calculation

Number of Licenses: _____ x \$70.00 Inspection Fee

Total Inspection Fee(s): _____

Total License Fee(s): _____

Total Permit Fee(s): _____

TOTAL FEES DUE: _____

Make checks payable to **State of Michigan**

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

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

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

Name: Jeremy C Sprague			
Home address: 221 Orchard ST			
City: East Lansing		State: MI	Zip Code: 48823
Business Phone: 517-719-7563	Cell Phone: 517-719-7563	Email: jeremy@drinksleepwalker.com	
Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If Yes , please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write "chain" below. Pursuant to MCL 436.1603, a manufacturer licensee may hold interest in another manufacturer licensee, but not a wholesaler or retailer licensee; a wholesaler licensee <u>may not</u> hold interest in another wholesaler licensee or a manufacturer or retailer licensee. ☒ Yes ☐ No 46-0665803			
Do you hold 10% or more interest in the applicant entity? ☒ Yes ☐ No			
If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed " Livescan Fingerprint Background Request " with your application.			

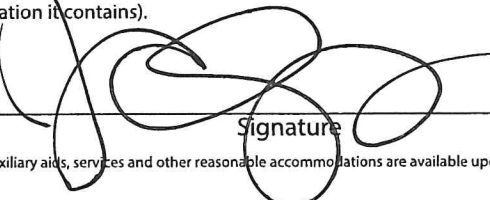
Part 5b - Personal Information (Individuals) - Must be at least 21 years of age, pursuant to administrative rule R 436.1105(1)(a).

Date of Birth: [REDACTED]	Social Security Number: [REDACTED]	Driver's License Number: [REDACTED]
Are you a citizen of the United States of America? ☒ Yes ☐ No		
If applying for a Wholesaler license, have you resided in Michigan for the past year, as required by MCL 436.1601(1)? ☒ Yes ☐ No		
Have you ever legally changed your name? ☐ Yes ☒ No		
If you answered "yes", please list your prior name(s) (including maiden):		
Spouse's full name (if currently married): N/A		
Spouse's date of birth: N/A	Is your spouse a citizen of the United States of America? ☐ Yes ☐ No	
Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan? ☐ Yes ☐ No		
Does your spouse hold a retail, manufacturer, or wholesaler license issued by the MLCC? ☐ Yes ☐ No		
Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes , list below (attach additional pages if necessary): ☒ Yes ☐ No		
Date	City/State	Charge
Fall 1989	East Lansing	Minor in Possession of Alcohol
Disposition		
No Arrest/Paid Fine		
Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes , list below (attach additional pages if necessary): ☐ Yes ☐ No		
Date	City/State	Charge
Disposition		

Part 5c - Signature

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


Print Name


Signature

June 18, 2018

Date



Andy Schor, Mayor

Department of Economic Development and Planning

316 N. Capitol Ave., Suite C-1
Lansing, MI 48933-1238
Phone: 517-483-4355 Fax: 517-377-0169
Brian McGrain, Director
www.LansingMi.gov

Date: June 11, 2018

PZE Process Number: PCPR18-0044

Address: 1101 S WASHINGTON AVE

Project Scope of Work: Build out of existing space for Brewery with small Kitchen, two new bathrooms, storage, brew area, and seating.

Review Notes: Approved

Review Type:

Electrical

Comments

1. Revisions - An electrical permit shall be acquired by a State-licensed electrical contractor registered with the City of Lansing. [Tag 0029] 1101 S washington-004
2. Revisions - All electrical work shall be installed in compliance with the 2014 National Electric Code (NEC) [Tag 0030] 1101 S washington-004
3. Revisions - All electrical work is subject to field review [Tag 0031] 1101 S washington-004
4. Revisions - Openings around electrical penetrations through fire resistant rated walls, partitions, floors, or ceilings shall be firestopped using approved methods to maintain the fire resistance rating per Article 300.21 2014 NEC. [Tag 0032] 1101 S washington-004
5. Revisions - Outlet boxes on opposite sides of fire resistant walls or partitions shall be separated by a horizontal distance of twenty four (24) inches per section 300.21 2014 NEC. [Tag 0033] 1101 S washington-004

Mechanical

Comments

1. Revisions - A Mechanical Permit shall be acquired by a licensed mechanical contractor with appropriate work classifications and registered with the City of Lansing.

Mechanical Work shall comply with the current edition of the Michigan Mechanical Code (MMC) and adopted Standards, Public Act 230 of 1972, Michigan Residential Code, and where applicable, the International Fuel Gas Code (IFGC), International Energy Conservation Code (IECC), Michigan Rehabilitation Code for Existing Buildings, NFPA 96, 2014 International Fire Code (IFC), and referenced sections of the electrical, plumbing, and building codes.

Work is subject to field review, inspection, and approval. [Tag 0036] 1101 S washington-001

Plumbing

Comments

1. Revisions - Grease Interceptors shall be sized according to sections 1003.2, 1003.3.4, and 1003.4.1 MPC 2015. Documentation shall be submitted giving the meals per day, type of food service (Pizza, Chinese, BBQ, etc.), with or without flatware, and maintenance schedule (30, 60, 90 day) for the grease interceptor. Maximum amount of grease allowed to be discharged to the sanitary sewer system is 400 mg/l per City Ordinance section 1046.04.

A signed letter of intent giving the cleanout schedule will be needed prior to final inspection. [Tag 0027] 1101 S washington-003

2. Revisions - Water distribution system shall be designed and pipe sizes shall be selected such that under conditions of peak demand the capacities at the fixtures supply pipe outlets shall not be less than shown in Table 604.3. The minimum flow rate and flow pressure provided to fixtures and appliances not listed in Table 604.3 shall be in accordance with manufacturer's installation instructions. [Tag 0028] 1101 S washington-003

3. Revisions - Each well of a multiple-compartment sink shall discharge independently to the waste receptor. [Tag 0034] 1101 S washington-003

4. Revisions - Piping shall not exceed 50' unless circulated. 607.2 Piping to the inlet of a water heater and piping conveying water heated by a water heater shall be insulated. 607.5 [Tag 0035] 1101 S washington-003

Building

Comments

1. Revisions - Comments contained in the previous plan review(s) remain in effect. [Tag 0026] 1101 S washington-001

Business Property Lease

This lease is entered into this **1st day of December, 2017**, by and between Superfancy Too LLC, hereunto referred to as Landlord, and Sleepwalker Spirits and Ale, hereunto referred to as Tenant.

Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant, does hereby lease to Tenant the premises located at 1101 S Washington Ave, Lansing, MI 48910, hereunto referred to as the Premises.

1. **TERM:** The Lease shall be effective as of the date of execution of this document as reflected above. The Lease shall be for a term ending **December 31, 2022** (60 months), hereunto referred to as the Term.
2. **RENT:** During the continuance of this Lease, Tenant shall pay to Landlord as rental for the Premises for the Term the sum of **One Thousand Five Hundred Dollars (\$1,500.00) per month**, in advance, upon the first day of each and every month starting three months after the Lease effective date. The first three months of the Term are provided without charge to Tenant as compensation for a prior intent to lease. The first payment will become due on **March 1st, 2018**. Tenant shall have until the tenth (10th) day of each month to pay the monthly rent payment before Tenant shall be in default.
3. **RENT SCALE:** Upon the first, second, and third anniversary of the Lease effective date, rent shall increase by 1.5% to \$1,522.50, \$1,545.34, and \$1,568.52 upon each respective anniversary. Thereafter, rent will increase at the US Department of Treasury's Annual CPI rate.
4. **LEASE:** Tenant hires the Premises for the Term and covenants to pay or cause to be paid to Landlord, at the dates and times above mentioned, the rent above reserved.
5. **NET LEASE:** Landlord shall pay the real property taxes and insurance on the building from the rental proceeds. Other than those specific costs, Landlord and Tenant intend that the rent payments required under Paragraph 2 above shall be absolutely net to Landlord so that this Lease shall yield, net to Landlord, not less than such rent payments. All costs, expenses and charges of every kind and nature relating to the Premises which may be attributable to or which may become due during the term of this Lease shall be paid by Tenant, and Landlord shall be indemnified and saved harmless by Tenant from and against the same.
6. **INSURANCE:** Landlord covenants that during the Term it will keep the building and improvements on the Premises insured against loss or damage by fire, with extended coverage, and that it shall maintain such insurance at all times during the Term in an amount equal to full replacement cost of the insurable value of said building and improvements. Such policies shall be taken out by Landlord and shall be issued in the name of Landlord and shall be issued by solvent insurance companies authorized and licensed to issue such policies in the State of Michigan. The policies shall name any mortgagee as an additional insured as to liability coverage and provide payable endorsement and standard mortgage endorsement for any mortgagee, as to property

coverage. the policies shall provide that they may not be canceled without thirty (30) days notice to any mortgagee. The policies shall remain at all times in the possession of Landlord. Landlord agrees to pay the premiums as they accrue and, if not so paid, Tenant may, at its option, pay such premiums, and deduct those payments from future rent due.

7. **TAXES:** Landlord agrees to pay all real estate taxes or special assessments due and payable during the Term or any renewal or extension thereof, which are levied by any governmental authority having jurisdiction over the Premises, and to submit receipts to Tenant upon request as evidence of payment thereof. In case Landlord should fail to pay any tax hereinabove mentioned before the same becomes delinquent because of such non-payment, Tenant may pay the same, together with all penalties accrued thereunder. If Tenant pays any such taxes, Landlord agrees to credit Tenant, on the next ensuing rent day, the amount so paid by Tenant.
8. **AUTOMATIC LEASE RENEWAL AND HOLDING OVER:** After the initial Term, provided Tenant is not in default under this Lease, this Lease shall rollover annually and automatically renew for successive twelve (12) month periods, unless cancelled by either party more than thirty (30) days prior to the annual renewal date.
9. **DEFAULT OTHER THAN RENT:** If Tenant shall default in any payment or expenditure other than rent required to be paid or expended by Tenant under the terms of this Lease, Landlord may, at its option, make such payment or expenditure, in which event the amount thereof shall be payable as rental to the Landlord by Tenant on the next ensuing rent day, together with interest at the rate of ten percent (10%) per annum from the date of such payment or expenditure by Landlord and, on default in such payment, Landlord shall have the same remedies as on default in the payment of rent.
10. **DEFAULT IN RENT:** In the event Tenant fails to pay any rental obligations on or before the tenth (10th) of each month or, with respect to non-rental payments defaults, shall fail to perform any of the other covenants of this Lease, and shall fail to rectify the same within fifteen (15) days after written notice of such default has been given to Tenant, Landlord shall have the right to re-enter the Premises through lawful means and to remove Tenant from the Premises, with or without terminating this Lease, at the exclusive option of Landlord (see paragraph 28). In the event Landlord recovers possession of the Premises as a result of Tenant's default and does not elect to terminate this Lease, Landlord shall have the right from time to time to make such repairs to the Premises as shall be determined necessary by Landlord and shall have the right to re-let the same upon such terms and conditions as Landlord, in its sole discretion, deems advisable without interference by Tenant. Upon such re-letting, all rentals received by Landlord shall be applied first to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such re-letting, including brokerage fees and attorney fees, and the costs of alterations and repairs; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied to the payment of future rent as the same shall become due and payable hereunder. If such rentals received from such re-letting during any month are less than rentals payable for that

month by Tenant hereunder, plus expenditures of Landlord incurred due to Tenant's default, including, but not limited to, brokerage fees, attorney fees, alterations and repairs, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and be paid monthly. No such re-entry or taking possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination hereof be declared by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, Landlord may at any time thereafter elect to terminate this Lease for any previous breach.

- 11. PAYMENTS OF RENT:** All payments of rent or other sums to be made to Landlord shall be made at such place as Landlord shall from time to time designate, in writing, and every payment required to be made by Tenant under this Lease shall be made without deduction or set-off.
- 12. ASSIGNMENT:** The Tenant covenants not to assign or transfer this Lease, or mortgage the same, or sublet the Premises, or any part of the Premises, without the written consent of the Landlord, and, to the extent required by law, the Michigan Liquor Control Commission. Any assignment, transfer, mortgage or subletting in violation of the terms of this Lease without said written consent shall give Landlord the right to terminate this Lease and to re-enter and repossess the Premises.
- 13. BANKRUPTCY AND INSOLVENCY:** The Tenant agrees that if the estate created hereby shall be taken in execution, or by other process of law, or if Tenant shall be declared bankrupt or insolvent according to law, or if any receiver should be appointed for the business and property of Tenant, or if any assignment shall be made of Tenant's property for the benefit of creditors, then, and in such event, this Lease may be canceled at the option of Landlord.
- 14. RIGHT TO MORTGAGE:** Landlord at all times reserves the right to subject and subordinate this Lease to the lien of any mortgage or mortgages now or hereafter placed upon the Landlord's interest in the Premises and on the land and buildings of which the Premises are a part or upon any buildings hereafter placed upon the land of which the Premises form a part. Notwithstanding the foregoing, at the request of Tenant, Landlord shall obtain from the holders of all existing mortgages or prior leases an agreement in writing providing that Tenant's possession of the Premises shall not be disturbed provided Tenant is not in default under this Lease. Subject to the foregoing, Tenant covenants and agrees to execute and deliver, upon demand, such further instrument or instruments subordinating this Lease to the lien of any such mortgage or mortgages as shall be desired by Landlord, and any mortgagees or proposed mortgagees, and hereby irrevocably appoints Landlord the attorney-in-fact of Tenant to execute and deliver any such instrument or instruments for and in the name of Tenant provided said mortgagee agrees to recognize the rights of Tenant under this Lease.
- 15. USE AND OCCUPANCY:** During the Term, the Premises shall be used and occupied for a licensed bar/restaurant/brewery business and for no other purpose or purposes without the written consent of Landlord, and that Tenant will not use the Premises for any purpose in violation of any law, municipal ordinance or regulation, and that on any

breach of this agreement Landlord may, at its option, immediately terminate this Lease and re-enter and repossess the Premises.

- 16. FIRE:** If the Premises or improvements on the Premises become damaged or destroyed, in whole or in part, by fire or other casualty during the Term, Landlord will repair and restore the same to good tenable condition with reasonable dispatch. The rent herein provided for shall abate entirely in case the entire Premises are untenable, and pro rata for the portion rendered untenable in case a part only is untenable, until the same shall be restored to a tenable condition; provided, however, that if Tenant shall fail to adjust its own insurance or to remove their damaged goods, wares, equipment or property within a reasonable time, and as a result thereof the repairing and restoring is delayed, there shall be no abatement of rental during the period of such resulting delay. There shall be no abatement of rental if such fire or other cause damaging or destroying the Premises shall result from the negligence or willful act of the Tenant, its agents or employees. If Tenant shall use any part of the Premises for storage during the period of repair, a reasonable charge shall be made therefore against Tenant. Notwithstanding anything to the contrary in this paragraph, if the Premises, or the building of which they are a part, shall be destroyed to the extent of more than one-half the value thereof, Landlord may, at its option, terminate this Lease, without liability, forthwith by a written notice to Tenant. Landlord and Tenant forever release and discharge each other for any loss or damage to their respective property caused by fire, wind, theft, vandalism, malicious mischief, or other such casualties as are generally covered under extended coverage insurance whether or not such loss or damage is covered by insurance, and whether or not such loss or damage was caused by the negligent acts or omission of Landlord or Tenant or their respective agents or employees. No insurance carrier or underwriter shall have any right of subrogation against Landlord or Tenant by reason of any such loss of damage, and all policies of insurance obtained by Landlord or Tenant upon their respective properties insuring against such loss or damage shall contain provisions permitting the releases and anti-subrogation provisions herein provided.
- 17. TENANT TO INDEMNIFY:** Tenant agrees to indemnify and hold harmless Landlord from any liability for damages to any person or property in, on or about the Premises from any cause whatsoever. Tenant will procure and keep in effect during the term hereof liability insurance for the benefit of Landlord in the amount of One Million Dollars (\$1,000,000). Tenant shall deliver said policy to Landlord, and upon Tenant's failure to do so, Landlord may, at its option, obtain such insurance, and the cost thereof shall be paid as additional rent due and payable upon the next ensuing rent day.
- 18. GENERAL REPAIRS AND ALTERATIONS:** During the continuation of this Lease, Tenant shall, at its own expense, keep the premises and all non-trade fixtures in good repair, and at the expiration of the term, yield and deliver up the same in like condition as when taken, reasonable use and wear thereof and damage by the elements excepted. The Tenant shall not make any alterations, additions or improvements to the Premises without Landlord's written consent, and all alterations, additions or improvements made by either of the parties hereto upon the Premises, except moveable office furniture and trade fixtures put in at the expense of Tenant, shall be the property of Landlord and shall

remain upon and be surrendered with the Premises at the termination of this Lease without molestation or injury. If Tenant fails to make such repairs, Landlord may do so and Tenant shall pay to Landlord on the next ensuing rent day, the cost thereof, together with interest thereon at the rate of ten percent (10%) per annum from the date of such payment by Landlord to the date of repayment by Tenant.

19. REQUIRED REPAIRS AND ALTERATIONS: Notwithstanding any other provision of this Lease, from and after the Commencement Date, any repairs, replacements, capital improvements, additions or alterations to the Premises or any of its systems (e.g., plumbing, electrical, mechanical) structural or non-structural, which become necessary or are required by any law, statute, ordinance, rule, regulation or governmental authority or insurance carrier, including, without limitation, OSHA, shall be the obligation of Tenant.

20. EMINENT DOMAIN: If the whole Premises shall be taken by any public authority under the power of eminent domain, then the Term shall cease as of the day of possession shall be taken by such public authority and the rent shall be paid up to that day with a proportionate refund by Landlord of such rent as may have been paid in advance. If less than all of the Premises shall be so taken, Tenant shall have the right either to cancel this Lease and declare the same null and void or to continue in the possession of the remainder of the same under the terms and conditions herein; provided, however, that the rent shall be reduced in proportion to the amount of the Premises taken. All damages awarded for such taking under the power of eminent domain, whether for a whole or a part of the Premises, shall belong to and be the property of Landlord whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Premises; provided, however, that Landlord shall not be entitled to the award made to Tenant for loss of business, depreciation to, and the cost of removal of stock and fixtures or moving expenses.

21. CARE OF PREMISES: The Tenant shall not perform any acts or carry on any practices which may injure the building or the land or property of Landlord, and shall keep the Premises under its control (including adjoining drives, streets, alleys or yards) clean and free from rubbish, dirt, snow, and ice at all times. If Tenant shall not comply with these provisions, Landlord may enter upon the Premises and have rubbish, dirt and ashes removed and the sidewalks cleaned, in which event Tenant agrees to pay, on the next ensuing rent day, all charges that Landlord shall pay for the hauling of rubbish, ashes and dirt, or cleaning walks, together with interest thereon at the rate of ten percent (10%) per annum from the date of such payment by Landlord to the date of repayment by Tenant.

22. MAINTENANCE: Tenant shall be responsible for snow removal and maintenance of landscaped areas surrounding the Premises. If Tenant fails to keep said area free from snow or fails to maintain landscaped areas, Landlord may, at its option, contract for said services and bill to Tenant the cost of said maintenance. Tenant agrees to pay, on the next ensuing rent day, all such costs incurred by Landlord, together with interest at the rate of ten percent (10%) per annum from the date of such payment by Landlord to the date of repayment by Tenant.

- 23. COMPLIANCE WITH LAWS:** The Tenant shall, at its own expense, under penalty of forfeiture and damages, promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, County and State authorities affecting the Premises hereby leased and the cleanliness, safety, occupation and use of same. Tenant will not, except in accordance with applicable law or regulations, introduce or cause to be introduced into the Premises, any material or substance that is now or in the future defined, listed or classified under any Federal, State or local law, rule, regulation, ordinance or code, relating to environmental protection or contamination or work place safety, or by the Environmental Protection Agency, the Occupational Safety and Health Administration, The National Institute of Safety and Health, the Nuclear Regulatory Commission, or any Federal, State or local agency having jurisdiction over work place safety or environmental protection or over any of their successor agencies or authorities, as a hazardous substance, hazardous waste, toxic substance, toxic waste, pollutant or contaminant, hereunto referred to collectively as Hazardous Material. If, however, Tenant introduces, or causes to be introduced, any Hazardous Material into the Premises, or if Tenant receives any notice or otherwise obtains knowledge of introduction of any Hazardous Material into the Premises, or receives any notice of the same, then Tenant will immediately notify Landlord of such occurrence.
- 24. CONDITION OF PREMISES AT TIME OF LEASE:** The Tenant acknowledges that it will examine the Premises prior to the Commencement Date and shall certify, in writing, to Landlord that Tenant is satisfied with the condition of the Premises and that Tenant will accept the Premises in its then present condition, "as-is, where-is".
- 25. GAS, WATER, HEAT, ELECTRICITY:** The Tenant will pay all charges made against the Premises for all utilities including without limitation gas, heat, electricity, water, and alarm systems during the continuance of this Lease as the same shall become due. If Tenant shall fail to pay any such charges, Landlord may, at its option, pay such charges and Tenant shall pay to Landlord, on the next ensuing rent day, all such charges paid by Landlord, together with interest at the rate of ten percent (10%) per annum from the date of such payment by Landlord to the date of repayment by Tenant.
- 26. ADVERTISING DISPLAY:** All signs and advertising displayed in and about the Premises shall be such only as advertise the business carried on upon the Premises, except at the written consent of the Landlord.
- 27. ACCESS TO PREMISES AND REQUIRED REPAIRS:** Upon reasonable notice to Tenant, Landlord shall have the right to enter upon the Premises at reasonable hours as agreed upon by the parties for the purpose of inspecting the same. If Landlord deems any repairs necessary, it may demand that Tenant make the same, and if Tenant refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch, Landlord may make or cause to be made such repairs and shall not be responsible to Tenant for any loss or damage that may accrue to its stock or business by reason thereof. If Landlord makes or causes to be made such repairs, Tenant agrees that it will forthwith on demand pay to Landlord the cost thereof with interest at the rate of ten percent (10%) per annum. If Tenant shall make default in such payment, Landlord shall have the remedies provided in paragraph 10 hereof.

- 28. RE-ENTRY:** In case any rent shall be due and unpaid, or if default be made in any of the covenants herein contained, or if the Premises shall be deserted or vacated, then it shall be lawful for Landlord to re-enter into and repossess the Premises and require Tenant and each and every occupant to remove and put out. In the event Landlord shall obtain possession of the Premises by re-entry, summary proceedings or otherwise, Tenant hereby agrees to pay to Landlord the expense incurred in obtaining possession of the Premises, and also all expenses and commissions which may be paid in and about the letting of the same, and all other damages.
- 29. EARLY TERMINATION:** In the event that both parties come to a mutual agreement to terminate this Lease, Tenant's liability to pay rent shall continue until premises are re-rented. Tenant shall also pay Landlord all expenses and damages resulting there from, including the cost of advertisement plus any other costs incurred in re-renting the premises.
- 30. QUIET ENJOYMENT:** The Landlord covenants that Tenant, on payment of all of the required rental and performing all of the covenants of Tenant in this Lease, shall and may peacefully and quietly have, hold, and enjoy the Premises for the term stated above.
- 31. REMEDIES NOT EXCLUSIVE:** It is agreed that each and every of the rights, remedies and benefits provided by this Lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.
- 32. WAIVER:** One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a further breach of the same covenant or condition. Failure to strictly enforce any provision of this lease, by either the Landlord or the Tenant, does not constitute acceptance of a change in its terms. Landlord and Tenant are still obligated to perform as indicated in this lease.
- 33. NOTICES:** Whenever under this Lease a provision is made for any notice of any kind, it shall be deemed sufficient notice and service thereof if such notice to Tenant is in writing addressed to Tenant at its last known Post Office address or at the Premises and deposited in the mail with postage prepaid, and if such notice to Landlord is in writing addressed to the last known Post Office address of Landlord and deposited in the mail with postage prepaid. Notice need be sent only to one Tenant or Landlord where Tenant or Landlord is more than one person.
- 34. CONSTRUCTION:** It is agreed that in this Lease the word "he" shall be used as synonymous with the words "she," "it" and "they," and the word "his" synonymous with the words "her," "its" and "their".
- 35. ASSIGNS AND SUCCESSORS IN INTEREST:** The covenants, conditions and agreements made and entered into by the parties hereto are declared binding on their respective heirs, successors, representatives and assigns.
- 36. CONSENT:** Wherever the consent or approval of Landlord is required, it will not be unreasonably withheld.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written. Each person who signs it acknowledges, by their signature, that they have read, now understand, and voluntarily agree to the Agreement.

LANDLORD:

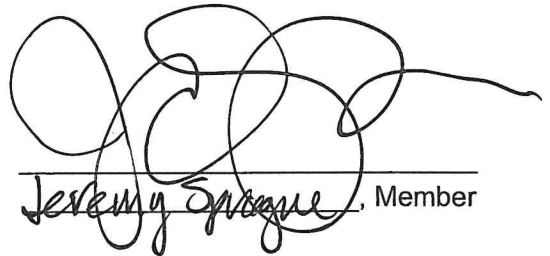
Superfancy Too, LLC

A handwritten signature in black ink, appearing to be 'A. Walilko'.

Andrej Walilko, Member

TENANT:

Sleepwalker Spirits and Ale

A handwritten signature in black ink, appearing to be 'Jeremy Sprague', written over a horizontal line.

Member

DRAWING INDEX

001	TITLE SHEET, COVER PLAN, PROJECT INFORMATION, DRAWING INDEX,
A-1.1	TITLE SHEET, COVER PLAN, PROJECT INFORMATION, DRAWING INDEX, FIRST LEVEL PLAN, PLAN NOTES, SECOND LEVEL PLAN, INTERIOR WALL SECTION, ROOM FINISH NOTES, ROOM FINISH SCHEDULE, DOOR SCHEDULE, WINDOW SCHEDULE, DOOR TYPES, FRAME TYPES, HANGING AND MOUNTING HEIGHTS
F-1.1	PLUMBING DETAILS, FIRST LEVEL, PLUMBING PLAN, FIRST LEVEL, SANITARY PLAN, TOILET ROOM DETAILS
E-1.1	ELECTRICAL PLAN, FUTURE LEASED, GENERAL ELECTRICAL PLAN, NOTES
	NOTE: HVAC LAYOUTS TO BE PROVIDED BY THE HVAC CONTRACTORS AND ARE NOT A PART OF THIS PLAN SET.

The drawings listed above have been prepared under the supervision of Skip Corbin and constitute the full set of drawings that are the responsibility of Colwell Architecture, Inc.

SEAL AND SIGNATURE OF
DESIGN PROFESSIONAL OF
THIS PLAN SET

DAWOOD ARCHITECTURAL, INC.
1810 BOWWOOD DRIVE

402-T, MI 40342
PUB 517444 5573

CODE AUTHORITIES HAVING JURISDICTION

ZONING	Planning and Zoning Department	PERMITS SECTION
LOCAL AGENCY	Cop of hearing Building #11-06-048	MAY 2019
ACCESSIBILITY	Cop of hearing Building #11-06-048	2019 Michigan Building Code, Chapter 11
MECHANICAL CODE	Cop of #11-06-048 Building Department	Michigan International Code 2018
FLEUWINGH CODE	Cop of hearing Building #11-06-048	Michigan Plumbing Code 2018
ELECTRICAL CODE	Cop of #11-06-048 Building Department	NBC 2017 (State of Michigan Electrical Code)
FIRE ALARMS & FIRE PROTECTION	Cop of #11-06-048 Fire Administration	MFC 2015 (replaced by State 2018) as referenced in MFC 2015
HEALTH DEPARTMENT (see hearing)	Inquiries Only Request	

OTHER AUTHORITIES HAVING JURISDICTION

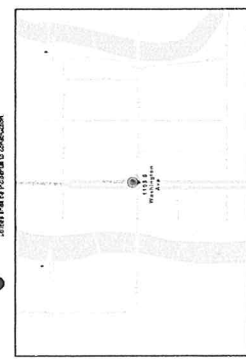
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ELECTRIC	1971: 122-1026 Creative Services Executive Services	1971: 122-1026 Creative Services Executive Services
GAS	1971: 122-1026 Creative Services Executive Services	1971: 122-1026 Creative Services Executive Services
STORM SEWERS	1971: 122-1026 Creative Services Executive Services	1971: 122-1026 Creative Services Executive Services
SANITARY SEWERS	1971: 122-1026 Creative Services Executive Services	1971: 122-1026 Creative Services Executive Services
ROADWAY	1971: 122-1026 Creative Services Executive Services	1971: 122-1026 Creative Services Executive Services

GENERAL BUILDING REQUIREMENTS

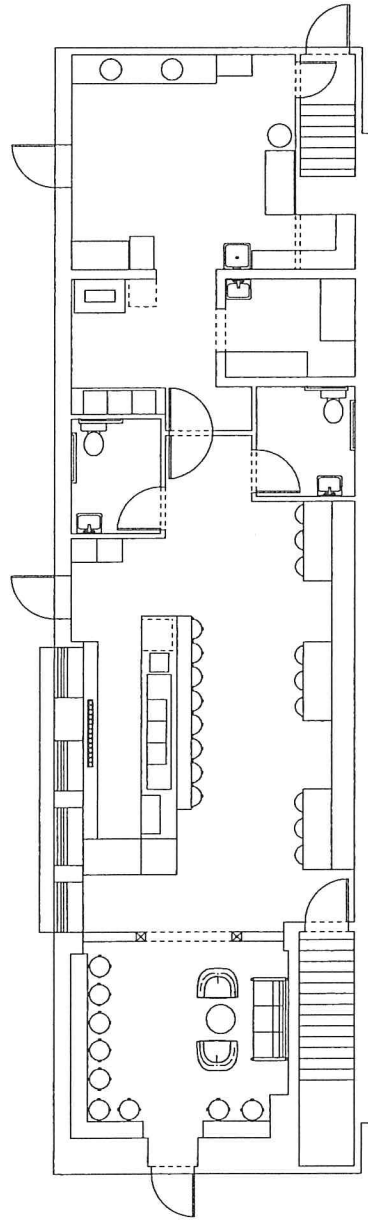
1. Use Group A2
2. Generation Type: DD and Five Brothers

UTILITY WARNING

**3 MORE DAYS
STORES YOU DO
CALL MIBS @
800-424-1111
(TOLL FREE)**



 NORTH



PROPOSED FIRST LEVEL PLAN
SCALE 1/4" = 1'-0"

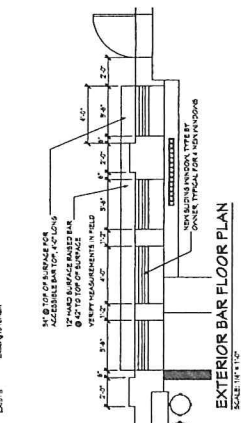
[illegible]

ROOM FINISH NOTES

- Provide non-slip matting and backing for toilet room floors and walls.

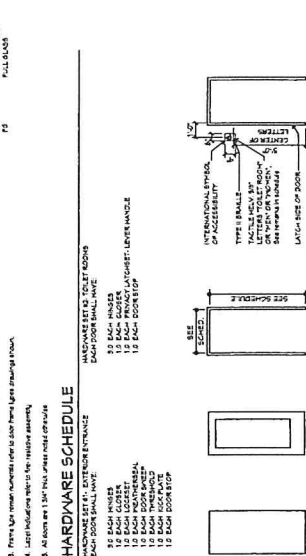
ABBREVIATIONS LEGEND

- | | Digital dual, parties |
|-----|-----------------------|
| CNT | |
| PT | |
| CNP | |
| P | Votable candidate |



EXTERIOR BAR FLOOR PLAN

SCALE: 1/4" = 1'-0"



FRAME TYPES

- SCALE: 1:10" = 1'-0"

DOOR SIGNAGE

SCALE: 1/4" = 1'-0"

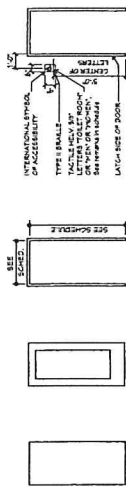
DOOR & FRAME SCHEDULE										
DOOR					FRAME					FINISHES
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218	30X8	P	AL	1						
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310	30X8	P	AL	1						
311	30X8	P	AL	1						
312	30X8	P	AL	1						
313	30X8	P	AL							

DOOR SCHEDULING NOTES:

1. The first two digits of the door code refers to the door width in feet and inches. The second two digits refer to the door height.
2. The first two digits of the door code refers to the door width in feet and inches. (i.e. 2040 represents 2'-0" x 4'-0" high door).
3. Door type column letter refers to door type drawings shown.
4. Frame type column numbers refer to door frame types drawings shown.

ABBREVIATIONS:

- | Abbreviations: | |
|----------------|-----------------|
| CA | SOLID CORE WOOD |
| AL | ALUMINUM |
| MT | METAL |

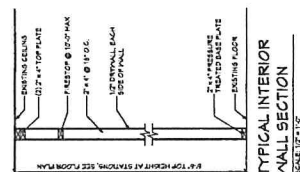


FRAME TYPES

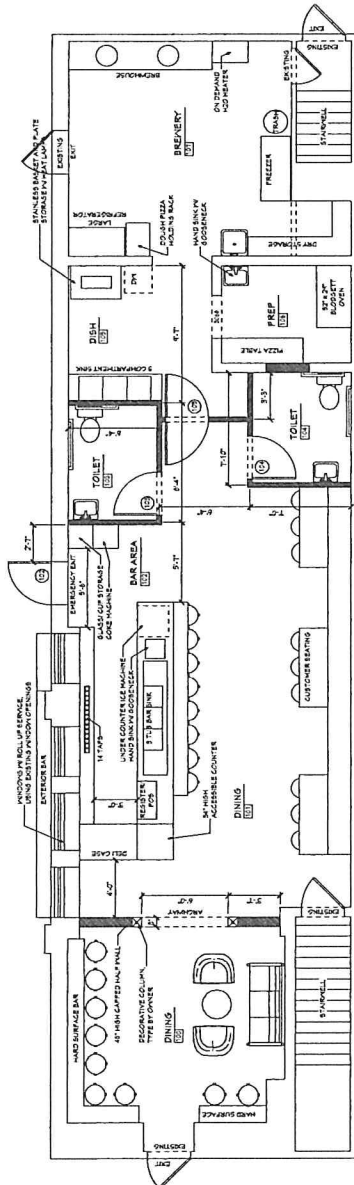
- SCALE: 1:10" = 1'-0"

DOOR SIGNAGE

SCALE: 1/4" = 1'-0"



TYPICAL INTERIOR

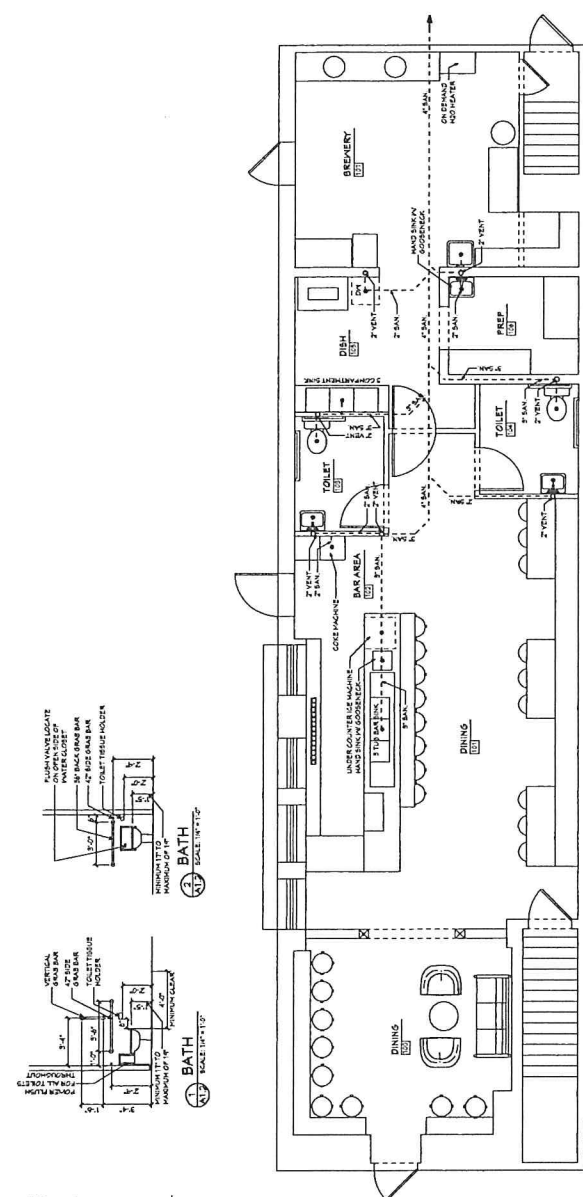
WALL SEC
SCALE: 1/2" = 1'-0"

PROPOSED FIRST LEVEL PLAN

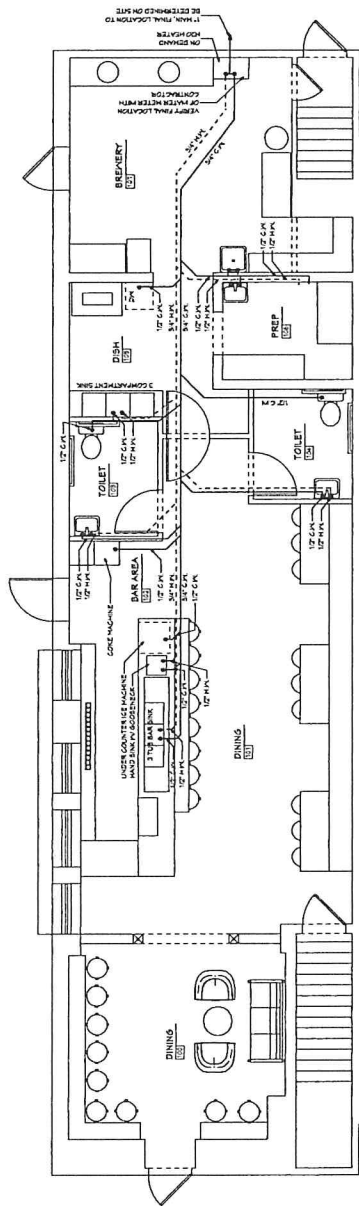
NO. 11 - 10011 - 10012

GENERAL DEMOLITION NOTES

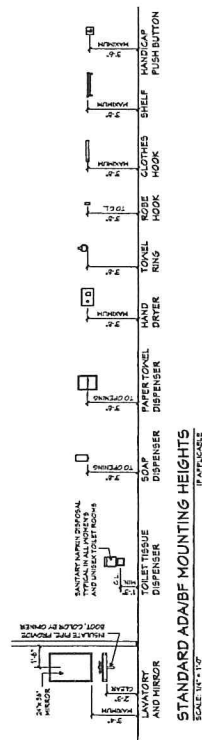
1. Coordinate all evacuation with individual houses.



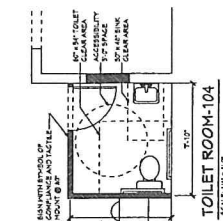
FIRST LEVEL PLAN: SANITARY



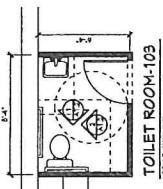
FIRST LEVEL PLAN: PLUMBING



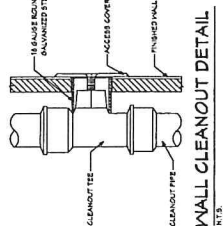
STANDARD ADA/BF MOUNTING HEIGHTS



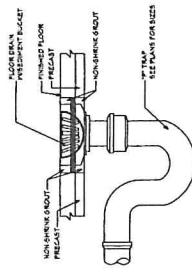
TOILET ROOM-104



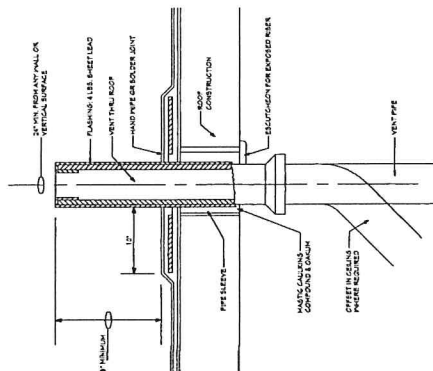
TOILET ROOM-103



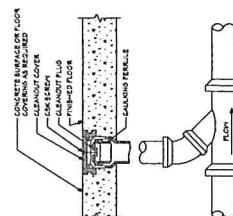
WALL CLEANOUT DETAIL



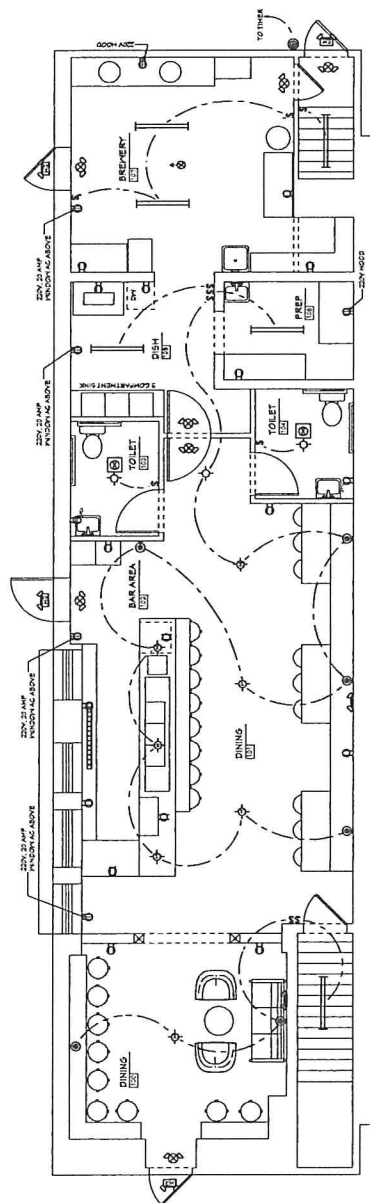
FLOOR DRAIN DETAIL



VENT THRU ROOF DETAIL



FLOOR CLEANOUT-FINISHED ROOMS



FIRST LEVEL PLAN: ELECTRICAL

SCALE: 1/4" = 1'-0"

GENERAL ELECTRICAL

- [illegible]

NOTES AND SPECIFICATIONS

										
LIGHT FIXTURE	HANGING LIGHT FIXTURE	SWITCH	OUTLET	GROUND FAULT INTERRUPTER	EMERGENCY EXIT LIGHT	EMERGENCY EGRESS LIGHT	EMERGENCY FLOOD LIGHT	EXTERIOR FLOOD LIGHT	ILLUMINATED EXIT SIGN	EXHAUST FAN

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

WHEREAS, the Licensing and Enforcement Division of the Michigan Liquor Control Commission received a request to Class C, SDM, Sunday Sales (AM/PM) and Outdoor Service license to Art's Pub, LLC, from RYJT, Ltd at 809 E. Kalamazoo Street; and

WHEREAS, the Committee on General Services reviewed the request with affirmative action taken;

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council, hereby, approves the request to transfer ownership Class C, SDM, Sunday Sales (AM/PM) and Outdoor Service license to Art's Pub, LLC, from RYJT, Ltd at 809 E. Kalamazoo St



City of Lansing, Michigan
On-Premises Alcohol Sales Application

Business Name: ART'S PUB, LLC dba ART'S PUB
Business Address: 809 E. KALAMAZOO STREET
City: LANSING State: MI Zip: 48912
Main Contact Number: (517) 719-6404 Secondary Contact Number: (517) 927-8114
Email Address: thomasmodern@aol.com
License(s) for which you are seeking Local Government Approval CLASS C LICENSE;
SDM LICENSE; SUNDAY SALES (AM/PM); OUTDOOR SERVICE

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

(LIMITED LIABILITY COMPANY) ART'S PUB, LLC

Name	Position	Address	Age
<u>DONN W. THOMAS</u>	<u>MEMBER (50%)</u>	<u>6636 S. KREPPS ROAD</u> <u>ST. JOHNS, MI 48879</u>	
<u>SEPRIC L. ANDAS II</u>	<u>MEMBER (50%)</u>	<u>6110 E. LONGVIEW DRIVE</u> <u>EAST LANSING, MI 48823</u>	

If an Individual, provide Applicant's:

Date of Birth: _____

Place of Birth: _____

What character of business do you intend to operate? OPERATE A BAR/RESTAURANT
WITH OUTDOOR SERVICE

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

JUNE 15, 2017 (ARTICLES OF ORGANIZATION)

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

Chris Swope, City Clerk

Lansing City Clerk's Office

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

Phone: 517-483-4131

Fax: 517-377-0068

City.clerk@lansingmi.gov

lansingmi.gov/clerk

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

If yes, what is the disposition of any such earlier application? _____

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

☒ I (we) have never been convicted of a felony and is (are) not disqualified to receive a license by reason of any item contained in this chapter or the laws of the State.

☒ I (we) will not violate any State or Federal laws or any ordinance of the City in the conduct of this business.

☒ I (we) or my (our) agent(s) do not owe any personal property taxes.

☒ The copy of the Michigan Liquor Control Commission application submitted with this application is a true copy of what I (we) intend to submit to the Michigan Liquor Control Commission.

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

Signature

Date

Subscribed and sworn to before me this

27TH day of DECEMBER, 2017.

Signature

Printed Name

Notary Public, INGHAM County, Michigan

My Commission Expires: 12/2/2023

Acting in the County of EATON

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

Chris Swope, City Clerk

Lansing City Clerk's Office

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

Phone: 517-483-4131

Fax: 517-377-0068

City.clerk@lansingmi.gov

lansingmi.gov/clerk



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

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

Retail License & Permit Application

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

Part 1 - Applicant Information

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

Applicant name(s): Art's Pub, LLC	
Address to be licensed: 809 E. Kalamazoo Street	
City: Lansing	Zip Code: 48912
City/township/village where license will be issued: Lansing	County: Ingham
Federal Employer Identification Number (FEIN): 82-1876144	

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

Leave Blank - MLCC Use Only

Part 2 - License Transfer Information (If Applicable)

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

Current licensee(s): RYJT, Ltd. (By Gene Court, court appointed receiver)	
Current licensed address: 809 E. Kalamazoo Street	
City: Lansing	Zip Code: 48912
City/township/village where license is issued: Lansing	County: Ingham

Part 3 - Licenses, Permits, and Permissions

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

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

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

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

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

Inspection Fees:	\$140.00	License & Permit Fees:	\$882.50	TOTAL FEES:	\$1,022.50
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Schedule A - Licenses, Permits, & Permissions

Applicant name: Art's Pub, LLC

Off Premises License Type:

New Transfer

Base Fee:

Fee Code
MLCC Use
Only

- ☐ ☒ SDM License \$100.00 4034
- ☐ ☐ SDD License \$150.00
- ☐ ☐ Resort SDD License Upon Licensure/\$150.00

Off Premises Permits:

Base Fee:

- ☒ Sunday Sales Permit (AM)* \$160.00 4033
- ☒ Sunday Sales Permit (PM)** \$22.50 4032
(Held with SDD License)
- ☐ Catering Permit \$100.00
- ☐ Secondary Location Permit - Complete Form LCC-201
- ☐ Beer and Wine Tasting Permit No charge
- ☐ Living Quarters Permit No charge

On/Off Premises Permission Type:

Base Fee:

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

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

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

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

Inspection, License, Permit, & Permission Fee Calculation

Number of Licenses: 2 x \$70.00 Inspection Fee

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

Total License Fee(s): \$700.00

Total Permit Fee(s): \$182.50

TOTAL FEES DUE: \$1,022.50

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

Make checks payable to **State of Michigan**

On Premises License Type:

New Transfer

Base Fee:

Fee Code
MLCC Use
Only

- ☐ ☐ B-Hotel License \$600.00

Number of guest rooms: _____

- ☐ ☐ A-Hotel License \$250.00

Number of guest rooms: _____

- ☐ ☒ Class C License \$600.00 4034

- ☐ ☐ Tavern License \$250.00

- ☐ ☐ Resort License Upon Licensure

- ☐ ☐ Redevelopment License Upon Licensure

- ☐ ☐ Brewpub License \$100.00

- ☐ ☐ G-1 License \$1,000.00

- ☐ ☐ G-2 License \$500.00

- ☐ ☐ Aircraft License \$600.00

- ☐ ☐ Watercraft License \$100.00

- ☐ ☐ Train License \$100.00

- ☐ ☐ Continuing Care Retirement Center License \$600.00

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

B-Hotel or Class C Licenses Only:

- ☐ ☐ Additional Bar(s)

Number of Additional Bars: _____

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

On Premises Permits:

Base Fee:

- ☐ Sunday Sales Permit (AM)* \$160.00
- ☐ Sunday Sales Permit (PM)** 15%**
- ☐ Catering Permit \$100.00
- ☐ Banquet Facility Permit - Complete Form LCC-200

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

- ☒ Outdoor Service No charge

- ☐ Dance Permit No charge

- ☐ Entertainment Permit No charge

- ☐ Extended Hours Permit: No charge

☐ Dance ☐ Entertainment Days/Hours: _____

- ☐ Specific Purpose Permit: No charge

Activity requested: _____

Days/Hours requested: _____

- ☐ Living Quarters Permit No charge

- ☐ Topless Activity Permit No charge

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

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

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

Name: Sedric L. Audas II		
Home address: 6110 East Longview Drive		
City: East Lansing	State: MI	Zip Code: 48823
Business Phone: (517) 347-4646	Cell Phone: (517) 927-8114	Email: sedricaudas@yahoo.com
Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If Yes, please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write "chain" below. Pursuant to MCL 436.1603, a retailer licensee <u>may not</u> hold interest in a manufacturer or wholesaler licensee. ☒ Yes ☐ No		
1) D Coy, LLC; ID#239317; 2) 210 S. Washington, LLC; ID #245856		
Do you hold 10% or more interest in the applicant entity? ☒ Yes ☐ No		
If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed " <u>Livescan Fingerprint Background Request</u> " with your application.		

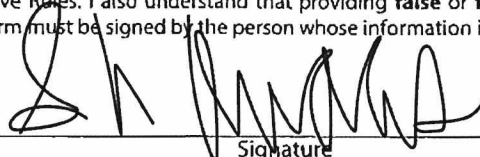
Part 5b - Personal Information (Individuals)

Date of Birth: [REDACTED]	Social Security Number: [REDACTED]	Driver's License Number: [REDACTED]
Are you a citizen of the United States of America? ☒ Yes ☐ No		
Have you ever legally changed your name? ☐ Yes ☒ No		
If you answered "yes", please list your prior name(s) (including maiden):		
Spouse's full name (if currently married): Nancy Ellen Mesko		
Spouse's date of birth: 2/2/1966	Is your spouse a citizen of the United States of America? ☒ Yes ☐ No	
Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan? ☐ Yes ☒ No		
Does your spouse hold a retail, manufacturer, or wholesaler license issued by the MLCC? ☐ Yes ☒ No		
Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary): ☐ Yes ☒ No		
Date	City/State	Charge
Disposition		
Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary): ☐ Yes ☒ No		
Date	City/State	Charge
Disposition		

Part 5c - Signature

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

Sedric L. Audas II



10/9/2017

Print Name

Signature

Date

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

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

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

Name: Donn W. Thomas		
Home address: 6636 S. Krepps Road		
City: St. Johns	State: MI	Zip Code: 48879
Business Phone:	Cell Phone: (517) 719-6404	Email: thomasmodern@aol.com
Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If Yes , please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write "chain" below. Pursuant to MCL 436.1603, a retailer licensee <u>may not</u> hold interest in a manufacturer or wholesaler licensee. ☒ Yes ☐ No		
1) D Coy, LLC; ID#239317; 2) 210 S. Washington, LLC; ID #245856		
Do you hold 10% or more interest in the applicant entity? ☒ Yes ☐ No		
If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed "Livescan Fingerprint Background Request" with your application.		

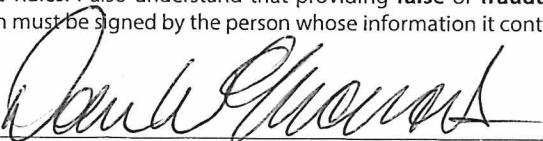
Part 5b - Personal Information (Individuals)

Date of Birth: [REDACTED]	Social Security Number: [REDACTED]	Driver's License Number: [REDACTED]	
Are you a citizen of the United States of America? ☒ Yes ☐ No			
Have you ever legally changed your name? ☐ Yes ☒ No			
If you answered "yes", please list your prior name(s) (including maiden):			
Spouse's full name (if currently married): Lisa Marie Thomas			
Spouse's date of birth: 1/3/1970	Is your spouse a citizen of the United States of America? ☒ Yes ☐ No		
Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan? ☐ Yes ☒ No			
Does your spouse hold a retail, manufacturer, or wholesaler license issued by the MLCC? ☐ Yes ☒ No			
Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes , list below (attach additional pages if necessary): ☐ Yes ☒ No			
Date	City/State	Charge	Disposition
Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes , list below (attach additional pages if necessary): ☐ Yes ☒ No			
Date	City/State	Charge	Disposition

Part 5c - Signature

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

Donn W. Thomas



10/9/2017

Print Name

Signature

Date

Part 6 - Contact Information

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

What is your preferred method of contact?			☐ Phone	☐ Mail	☒ Email	☐ Fax
What is your preferred method for receiving a Commission Order?			☐ Mail	☒ Email	☐ Fax	
Contact name: Sedric L. Audas II			Relationship: Applicant's Member			
Mailing address: 6110 East Longview Drive, East Lansing, MI 48823						
Phone: (517) 927-8114		Fax number:		Email: sedricaudas@yahoo.com		

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

Attorney name: Lawrence P. Schweitzer			Member Number: P-36412		
Attorney address: Lawrence P. Schweitzer, PLC, 7402 Westshire Drive, Suite 125, Lansing, MI 48917					
Phone: (517) 853-1604		Fax number:		Email: lps@lpschweitzer.com	
Would you prefer that we contact your attorney for all licensing matters related to this application?					☒ Yes ☐ No
Would you prefer any notices or closing packages be sent directly to your attorney?					☒ Yes ☐ No

Part 8 - Signature of Applicant

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

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

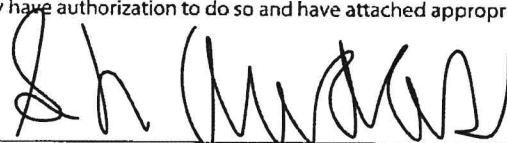
Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application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

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

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

Art's Pub, LLC; By: Sedric L. Audas II, Member

Print Name of Applicant & Title



Signature of Applicant

10/9/2017

Date

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



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

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

Report of Stockholders, Members, or Partners

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

Part 1 - Licensee Information

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

Licensee name(s): Art's Pub, LLC	
Address: 6636 S. Krepps Road	
City: St. Johns, MI	Zip Code: 48879

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

Name and address of all stockholders:	No. of Shares Issued:	Date Issued/Acquired:
Name and address of Corporate Officers and Directors, pursuant to administrative rule R 436.1109:		

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

Name and address of all members:	Percent % Issued:	Date Issued/Acquired:
Sedric L. Audas II; 6110 East Longview Drive, East Lansing, MI 48823	50	July 1, 2017
Donn W. Thomas; 6636 S. Krepps Road, St. Johns, MI 48879	50	July 1, 2017
Name and address of Managers and Assignees, pursuant to administrative rule R 436.1110:		



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

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

Report of Stockholders, Members, or Partners

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

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

Name and address of all partners:	Percent % Issued:	Date Issued/Acquired:
Name and address of Managers, pursuant to administrative rule R 436.1111:		

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

Name & Title: Sedric L. Audas II, Member

Name & Title: Donn W. Thomas, Member

Name & Title: _____

Name & Title: _____

Name & Title: _____

Part 4 - Signature of Applicant or Licensee

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

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

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

Art's Pub, LLC; By Sedric L. Audas II, Member

Print Name of Applicant or Licensee & Title

Signature of Applicant or Licensee

10/9/2017

Date

Please return this completed form to:
Michigan Liquor Control Commission

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

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

Fax to: 517-763-0059

CITY OF LANSING

Receipt: 2368

03/19/18

CITY CLERK

124 W MICHIGAN AVENUE 9TH FLOOR

Cashier: MZuchowski

Received Of: 809 E. KALAMAZOO, LLC.

The sum of: 1,450.00

523	LIQUOR LICENSE		1,450.00
		Total	1,450.00
	CHECKS	106	1,450.00

Signed: _____



Chris Swope
Lansing City Clerk

August 10, 2018

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

Dear President Wood and Council Members:

Pursuant to MCL 42.32, I have received an order from the Eaton County Clerk which states that she has validated a petition which requires a proposal be put forth to the voters of City of Lansing for the November 6th Election to approve or deny the annexation of eight parcels of land from Delta Township.

According to the proposal, included on the next page, the parcels and the described land are contiguous with the City of Lansing and generally located west of Waverly Road and north of Jolly Road.

As stated in Michigan law, a majority of voters in Lansing will have to vote for the proposal for the annexation to occur. Additionally, a majority of voters in the property proposed to be annexed will have to vote for the proposal for the annexation to occur.

Attached is the ballot language that will appear on the November ballot and a map of the parcels.

Sincerely,

Chris Swope, CMMC/MMC
Lansing City Clerk

A PROPOSAL FOR THE ANNEXATION OF CERTAIN TERRITORY IN THE CHARTER TOWNSHIP OF DELTA, EATON COUNTY, MICHIGAN TO THE CITY OF LANSING, EATON AND INGHAM COUNTIES, MICHIGAN

Shall the following listed parcels and described land, which is contiguous with the City of Lansing and generally located West of Waverly Road and North of Jolly Highway within Delta Charter Township, be annexed from Delta Charter Township to the City of Lansing, such that this land will thereafter be included within the jurisdiction of the City of Lansing?

Parcels to be Annexed:

Tax Parcel No. 040-036-400-236-00, 11907 W. Jolly Hwy.; Tax Parcel No. 040-036-400-320-00, 5058 S Waverly Rd; Tax Parcel No. 040-036-400-310-00, 5050 S Waverly Rd; Tax Parcel No. 040-036-400-300-00, 5030 S Waverly Rd; Tax Parcel No. 040-036-400-297-00, 4902 S Waverly Rd; Tax Parcel No. 040-036-400-270-00, 4880 S Waverly Rd; Tax Parcel No. 040-036-400-260-00, 4848 S Waverly Rd; Tax Parcel No. 040-036-400-250-00, 4820 S Waverly Rd.

Legal Description of Property to be Annexed:

A parcel of land situated in the State of Michigan, County of Eaton, Township of Delta (Township 4 North, Range 3 West), Section 36, residing entirely within the Southeast One-quarter of said Section 36, further described as follows: Beginning at the Southeast corner of Section 36, said point being a steel bar and cap #25837 as recorded in liber 1989, page 165 of corners, Eaton County records; Thence North 89°41 ' 32" West, 580.80 feet along the south line of Section 36 (said line being a straight line between the said Southeast corner and a steel bar and cap # 47942 at the South 1/ 4 Corner of Section 36 as recorded in liber 2546, page 1102 of corners, Eaton County records); Thence North 00°06' 38" East, 825.00 feet parallel with the east line of said Section 36 (said east line being a straight line between the said Southeast corner of Section 36 and a steel bar and cap # 47942 at the East 1/ 4 Corner of Section 36, as recorded in liber 2546, page 1117 of corners, Eaton County records); Thence South 89°41 ' 32" East, 580. 80 feet parallel with the said south line of Section 36, to the east line of said Section 36; Thence South 00°06' 38" West, 825.00 feet along said east line to the point of beginning. This description contains 479157. 16 square feet, 10.9999 acres, more or less.

A "YES" VOTE MEANS THE PROPERTY WILL BE ANNEXED.

A "NO" VOTE MEANS THE PROPERTY WILL NOT BE ANNEXED.

YES ☐

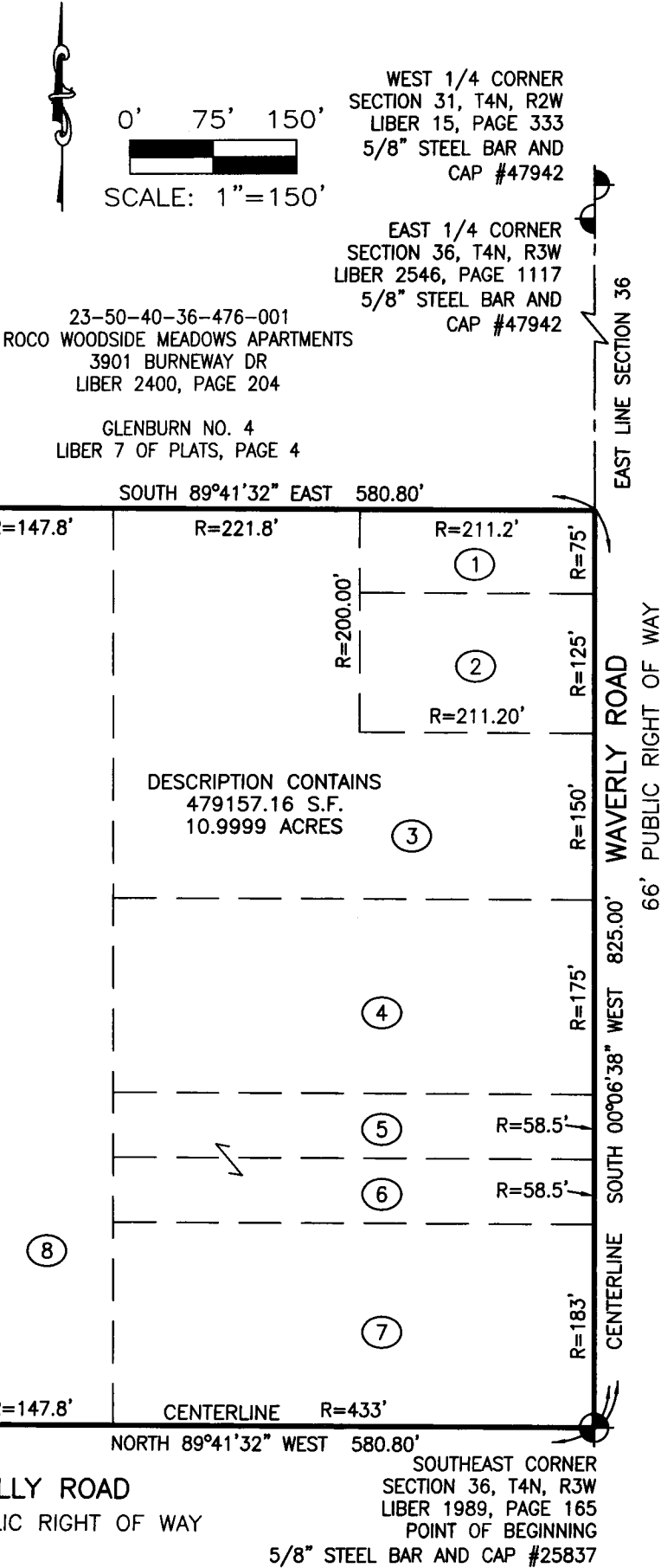
NO ☐

PREPARED FOR:
 Craig DeVoogd

DESCRIPTION DIAGRAM
 A PART OF THE SOUTHEAST 1/4 OF
 SECTION 36, T.4N, R.3W, DELTA
 TOWNSHIP, EATON COUNTY, MICHIGAN.

NOTES

- THIS DRAWING IS NOT A CERTIFIED SURVEY BUT IS COMPILED FROM EXISTING FIELD SURVEY DATA. THE DRAWING DOES NOT COMPLY WITH MCL 54.211-54.213.
- THE DESCRIPTION IS BASED ON RECORD DESCRIPTIONS AND FIELD OBSERVATIONS OF THE SECTION CORNER MONUMENTS. NO MONUMENTATION WAS SET FOR THIS DESCRIPTION.
- SEE SHEET 2 OF 2 FOR THE DESCRIPTION
- NOT ALL EASEMENTS OF PUBLIC RECORD MAY BE SHOWN.
- NOT ALL IMPROVEMENTS MAY BE SHOWN.
- ALL DISTANCES ARE IN FEET AN DECIMALS THEREOF.



- LEGEND:**
- = SECTION CORNER
 - = DISTANCE NOT TO SCALE
 - = RECORDED

BEARING BASE
 BEARINGS ARE BASED ON THE SOUTH LINE
 OF SECTION 36 OBSERVED AS BEARING
 NORTH 89°41'32" WEST.

GEODETIC DESIGNS INCORPORATED
 2300 N. GRAND RIVER AVE.
 LANSING, MI 48906
 PHONE: (517) 908-0008
 FAX: (517) 908-0009
 www.geodeticdesigns.com



REVISION DATE:	JUNE 4, 2018
FIELD:	— DRAWN BY: RW
DATE:	APRIL 12, 2018
FILE:	S043-2018
SHEET	1 OF 2

PREPARED FOR:
Craig DeVoogd

DESCRIPTION DIAGRAM
A PART OF THE SOUTHEAST 1/4 OF
SECTION 36, T.4N, R.3W, DELTA
TOWNSHIP, EATON COUNTY, MICHIGAN.

DESCRIPTION

A parcel of land situated in the State of Michigan, County of Eaton, Township of Delta (Township 4 North, Range 3 West), Section 36, residing entirely within the Southeast one-quarter of said Section 36, further described as follows:

Beginning at the Southeast corner of Section 36, said point being a steel bar and cap #25837 as recorded in liber 1989, page 165 of corners, Eaton County records;

Thence North 89°41'32" West, 580.80 feet along the south line of Section 36 (said line being a straight line between the said Southeast corner and a steel bar and cap #47942 at the South 1/4 Corner of Section 36 as recorded in liber 2546, page 1102 of corners, Eaton County records);

Thence North 00°06'38" East, 825.00 feet parallel with the east line of said Section 36 (said east line being a straight line between the said Southeast corner of Section 36 and a steel bar and cap #47942 at the East 1/4 Corner of Section 36, as recorded in liber 2546, page 1117 of corners, Eaton County records);

Thence South 89°41'32" East, 580.80 feet parallel with the said south line of Section 36, to the east line of said Section 36;

Thence South 00°06'38" West, 825.00 feet along said east line to the point of beginning.

This description contains 479157.16 square feet, 10.9999 acres, more or less.

OWNER INFORMATION

- | | |
|---|--|
| ① PID: 040-036-400-250-00
4820 S WAVERLY RD
LIBER 1985, PAGE 662
MATHION INC | ⑥ PID: 040-036-400-310-00
SURJIT LLC
5050 S WAVERLY RD
LIBER 2029, PAGE 360 |
| ② PID: 040-036-400-260-00
SINGH, NIRMAL / KAUR, GURDEEP
4848 S WAVERLY RD
LIBER 2144, PAGE 515 | ⑦ PID: 040-036-400-320-00
JOLLY ROAD INVESEMENTS LLC
5058 S WAVERLY RD
LIBER 1934, PAGE 1009 |
| ③ PID: 040-036-400-270-00
DEVOOGD, CRAIG
4880 S WAVERLY RD
LIBER 2540, PAGE 450 | ⑧ PID: 040-036-400-236-00
MURRAY, DANIEL / SARAH
11907 JOLLY HWY
LIBER 2509, PAGE 26 |
| ④ PID: 040-036-400-297-00
DISCOVER GROUP LLC
4902 S WAVERLY RD
LIBER 2384, PAGE 1183 | ⑨ PID: 040-036-400-220-00
MCCOMB, TOM & VANANTWERP, JASON
V/L W JOLLY HWY
LIBER 1909, PAGE 0459 |
| ⑤ PID: 040-036-400-300-00
SURJIT LLC
5030 S WAVERLY RD
LIBER 2461, PAGE 841 | |



Gilbert M Barish

GEODETIC DESIGNS INCORPORATED
2300 N. GRAND RIVER AVE.
LANSING, MI 48906
PHONE: (517) 908-0008
FAX: (517) 908-0009
www.geodeticdesigns.com



REVISION DATE:	JUNE 4, 2018
FIELD:	- DRAWN BY: RW
DATE:	APRIL 12, 2018
FILE:	S043-2018
SHEET	2 OF 2

BY THE <<COMMITTEES>>
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, <<Applicant Name>> has requested a resolution of recognition as a Local Nonprofit Organization operating in the City of Lansing for the purpose of obtaining a charitable gaming license pursuant to MCL 432.103 (9); and

WHEREAS, the City Attorney has reported that, based on a review of the documentation submitted, the applicant qualifies as a Local Nonprofit Organization;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, recognizes the <<Applicant Name>> as a Local Nonprofit Organization operating in the City of Lansing for the purpose of obtaining a charitable gaming license.

BE IT FURTHER RESOLVED the City Clerk is requested to provide a copy of this resolution to the <<Applicant Name>> of <<Street Address 1>> <<City>>, MI <<Zip Code>>.



City of Lansing, Michigan
Application for Request for Non-Profit Status in the City of Lansing

Organization Name (As Incorporated): Connect 4 Kids

Address: 124 Michigan Avenue, 4th Floor

City: Lansing State: MI Zip: 48933

Contact Person: Joan Jackson Johnson

Main Contact Number: (313) 483-4482 Secondary Contact Number: (517) 256-5989

Email Address: Joan.JacksonJohnson@lansingmi.gov

Please include the following with your application:

- a. A copy of your 501(c)3 Designation
- b. A copy of your Articles of Incorporation
- c. A copy of your Bylaws
 - ☐ Includes in bylaws a dissolution provision a plan to distribute all the remaining assets to ensure that
 - 1. All financial and contractual obligations are fulfilled and that
 - 2. Remaining assets are distributed only to one or more similar nonprofit, tax exempt organizations and/or institutions
- d. Non-refundable application fee of \$100.00 or fee waiver request*

*CK # 1443
\$100*

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


Signature Joan Jackson Johnson

8-7-18
Date

*Fee waiver request

I hereby certify that the assets of this non-profit organization are less than \$2,500 and I request the fee be waived. The fee would cause an extreme hardship because:

Signature

Date

Please submitted completed application and attached documents, please return it to:

Chris Swope, City Clerk

Lansing City Clerk's Office

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

City.clerk@lansingmi.gov 517-483-4131

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **APR 07 2016**

CONNECT 4 KIDS
C/O JOAN JACKSON JOHNSON
124 W MICHIGAN AVE 4TH FL
LANSING, MI 48933-1689

Employer Identification Number:
81-0837751
DLN:
17053062444006
Contact Person:
SARA S REPENNING ID# 31797
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
December 15, 2015
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

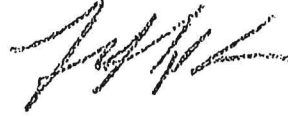
For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

CONNECT 4 KIDS

-2-

Sincerely,

A handwritten signature in dark ink, appearing to read 'J. Cooper', with several horizontal strokes extending to the right.

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

Letter 947

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

Date Received

DEC 15 2015

ADJUSTED PURSUANT TO *Small*
TELEPHONE AUTHORIZATION

FILED

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

DEC 15 2015

ADMINISTRATOR
CORPORATIONS DIVISION

EFFECTIVE DATE:

Name

Dr. Joan Jackson Johnson

Address

124 West Michigan Ave, 4th Floor

City

Lansing

State

Michigan

ZIP Code

48933

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

71735L**ARTICLES OF INCORPORATION****For use by Domestic Nonprofit Corporations**

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is:

Connect 4 Kids

ARTICLE II

The purpose or purposes for which the corporation is formed are:

Helping our communities' kids connect to stronger, healthier lives. *(see attached)*

This corporation is organized exclusively for charitable purposes, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501 (c) (3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE III

1. The corporation is formed upon a nonstock basis.
(Stock or Nonstock)

2. If formed on a stock basis, the total number of shares the corporation has authority to issue is

n/a

If the shares are or are to be divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences and limitations of the shares of each class to the extent that the designations, numbers, relative rights, preferences, and limitations have been determined are as follows:

\$120.00 cc/Indk 209404

ARTICLE III (cont.)

3. a. If formed on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")
none
- b. The description and value of its personal property assets are: (if none, insert "none")
none
- c. The corporation is to be financed under the following general plan:
The corporation will be funded through the general methods of grants, appeals, general fundraising in accordance with our mission.
- d. The corporation is formed on a Directorship basis.
(Membership or Directorship)

ARTICLE IV

1. The name of the resident agent at the registered office is:
Joan Jackson Johnson, Ph.D.
2. The address of its registered office in Michigan is:
124 West Michigan Ave. , 4th Floor Lansing , Michigan 48933
(Street Address) (City) (ZIP Code)
3. The mailing address of the registered office in Michigan if different than above:
_____, Michigan _____
(Street Address or PO Box) (City) (ZIP Code)

ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name

Residence or Business Address

Joan Jackson Johnson, Ph.D. 124 West Michigan Ave. , 4th Floor, Lansing, Michigan 48933

CONNECT 4 KIDS

Article II:

Helping our communities' kids connect to services including but not limited to; educational resources, medical and health care, food assistance and other essential items enabling them to live stronger, healthier lives

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

Article 6. Non-Discrimination Policy

this corporation shall not discriminate against any individual(s) for reasons of race, color, creed, disability, ethnicity, hearing status, national origin, religion, sex, or sexual orientation.

Article 7. Dissolution and Disposition of Corporate Assets

Upon dissolution of the corporation, the Board of Directors shall, after paying or making provision for payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes of the corporation in such a manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law, as the Board of Directors shall determine. Any of such assets not so disposed of shall be disposed of by the Circuit Court of Ingham County, Michigan, if the principal office of the corporation is located in said county at the time of dissolution of the said corporation, or by the Circuit Court (or equivalent thereof) of the county in which the principal office of the corporation is then located, exclusively, for such purposes or to such organization or organizations, as the said Court shall determine, which are organized and operated exclusively for such purposes.

Article 8. Statement of Purpose prohibitions

(i) No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered to the corporation and to make payments and distributions in furtherance of the purposes set forth herein;

(ii) No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office except as authorized under the Internal Revenue Code of 1954, as amended;

(iii) The corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under 501(c)(3) of the Internal Revenue Code of 1954, as amended (or the corresponding provision of any future United States Internal Revenue law).

I, (We), the incorporator(s) sign my (our) name(s) this 14th day of December, 2015



**By-laws
of
CONNECT 4 KIDS**

**Article 1
Name**

Section 1. Corporate Name

The name of this corporation is CONNECT 4 KIDS (the "Corporation").

**Article 2
Offices**

Section 1. Principal Office

The principal executive office and the principal office for the transaction of the business of the Corporation may be established at any place or places within the State of Michigan by resolution of the Board of Directors.

**Article 3
Membership**

Section 1. Members

The Corporation is a directorship and shall have no members.

**Article 4
Directors**

Section 1. General Powers

The business, property and affairs of the corporation shall be managed by the Board of Directors.

Section 2. Number of Directors

The Board of Directory shall consist of not less than **four (4)** positions, nor more than **Eleven (11)** positions.

Section 3. Term

Each director of the Corporation shall hold office for a term of three (3) years unless such term is ended due to the director's death, resignation, or removal.

Section 4. Term Limit

A director may not serve more than two (2) consecutive terms, as defined in section 3. An individual who has served two consecutive terms may be reappointed as a director, so long as he or she has not been a board member for a period of one year prior to his or her reappointment.

Section 5. Removal

Directors may be removed without cause by a simple majority of Directors then in office.

Section 6. Resignations

A director may resign at any time by providing written notice to the Corporation. The resignation will be effective on receipt of the notice or at a later time designated in the notice. The successor shall be appointed as provided in Article 4, section 7 of the bylaws.

Section 7. Appointment to fill Vacancies

If a vacancy is created by any event, a majority of the remaining directors then in office may appoint a new director.

Section 8. Meetings; Meetings by Telephone

Regular meetings of the Board of Directors may be held at any place within the State of Michigan that has been designated by resolution of the Board.

Special meetings of the Board shall be held at any place that has been designated in the notice of the meeting. Special Meetings may be called by the Executive Director (if one is hired), or any two directors. There shall be 3 days' notice given for Special Meetings.

If consents are given, they shall be filed with the minutes of the meeting.

Any meeting, regular or special, may be held by conference telephone or similar communication equipment, so long as all directors participating in the meeting can hear one another, and all such directors shall be deemed to be present in person at such meeting.

Section 9. Statement of Purpose

Neither the business to be transacted at, nor the purpose of any regular or special meeting of the board need be specified in the notice for that meeting.

Section 10. Time Requirements

Notices sent by first class mail shall be deposited into a United States mail box at least (4) four days before the time set for the meeting. Notices given by personal delivery, telephone, voice messaging systems or other system or technology designed to record and communicate messages, facsimile, or telegraph shall be delivered, telephoned, or tele copied, at least 48 hours before the time set for the meeting.

Section 11. Notice Contents

The notice shall state the time and place for the meeting.

Section 12. Quorum

A majority of the authorized number of directors shall constitute a quorum for the transaction of business. Every act taken or decision made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors.

Section 13. Waiver of Notice

The attendance of a director at a board meeting shall constitute a waiver of notice of the meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. In addition, the director may submit a signed waiver of that shall constitute a waiver of notice of the meeting.

Section 14. Consent to Corporate Actions

Any action required or permitted to be taken pursuant to authorization of the board may be taken without a meeting if, before or after the action, all directors' consent to the action in writing. Written consents shall be filed with the minutes of the board's proceeding.

Section 15. Consent to Corporate Actions via Silence

The board may take action without a meeting via electronic mail (email) sent to the email addresses of all directors on file with the corporation, so long as no action shall be taken without seventy-two (72) hours' notice of the proposed action. A director's failure to respond to a written request for board action sent via email shall be deemed an assent to the particular action so long as the email request for action clearly requests a response to the written action within seventy-two (72) hours.

Section 16. Nonliability of Directors

The directors shall not be personally liable for the debts, liabilities, or other obligations of the corporation.

Section 17. Indemnification by Corporation of Directors and Officers

The directors and officers of the corporation shall be indemnified by the corporation to the fullest extent permissible under the laws of this state.

Section 18. Insurance for Corporate Agents

Except as may be otherwise provided under provisions of law, the board of directors may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the corporation (including a director, officer, employee, or other agent of the corporation) against liabilities asserted against or incurred by the agent in such capacity

or arising out of the agent's status as such, whether or not the corporation would have the power to indemnify the agent against such liability under the articles of incorporation, these bylaws, or provisions of law.

Article 5 Officers

Section 1. Designation of Officers

The officers of the corporation shall be a president, a vice president, a secretary, and a treasurer. The corporation may also have a chairperson of the board, one or more vice presidents, assistant secretaries, assistant treasurers, and other such officers with such titles as may be determined from time to time by the Board of Directors.

Section 2. Qualifications

Any director may serve as officer of this corporation.

Section 3. Election and Term of Office

Officers shall be elected by the Board of Directors, at any time, and each officer shall hold office until he or she resigns or is removed or is otherwise disqualified to serve, or until his or her successor shall be elected and qualified, whichever occurs first.

Section 4. Removal and Resignation

Any officer may be removed, either with or without cause, by the Board of Directors, at any time. Any officer may resign at any time by giving written notice to the Board of Directors or to the president or secretary of the corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified in the notice, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The above provisions of this section shall be superseded by any conflicting terms of a contract which has been approved or ratified by the Board of Directors relating to the employment of any officer of the corporation.

Section 5. Vacancies

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise of any officer shall be filled by the Board of Directors. In the event of a vacancy in any office other than that of president, such vacancy may be filled temporarily by appointment by the president until such time as the board fills the vacancy. Vacancies occurring in offices of officers appointed at the discretion of the board may or may not be filled as the board shall determine.

Section 6. Duties of President

The president shall be the chief executive officer of the corporation and shall, subject to the control of the Board of Directors, supervise and control the affairs of the corporation and the activities of the officers. He or she shall perform all duties incident to his or her office and such other duties as may be required by law, by the articles of incorporation, or by these bylaws, or which may be prescribed from time to time by the Board of Directors. Unless another person is specifically appointed as chairperson of the Board of Directors, the president shall preside at all meetings of the Board of Directors. Except as otherwise expressly provided by law, by the articles of incorporation, or by these bylaws, he or she shall, in the name of the corporation, execute such deeds, mortgages, bonds, contracts, checks, or other instruments which may from time to time be authorized by the Board of Directors.

Section 7. Duties of Vice President

In the absence of the president, or in the event of his or her inability or refusal to act, the vice president shall perform all the duties of the president, and when so acting shall have all the powers of, and be subject to all the restrictions on, the president. The vice president shall have other powers and perform such other duties as may be prescribed by law, by the articles of incorporation, or by these bylaws, or as may be prescribed by the Board of Directors.

Section 8. Duties of Secretary

The secretary shall:

Certify and keep at the principal office of the corporation the original, or a copy, of these bylaws as amended or otherwise altered to date.

Keep at the principal office of the corporation or at such other place as the board may determine, a book of minutes of all meetings of the directors, and, if applicable, meetings of committees of directors, recording the time and place of holding, whether regular or special, how called, how notice was given, the names of those present or represented at the meeting, and the proceedings thereof.

Ensure that the minutes of meetings of the corporation, any written consents approving action taken without a meeting, and any supporting documents pertaining to meetings, minutes, and consents shall be contemporaneously recorded in the corporate records of this corporation. "Contemporaneously" in this context means that the minutes, consents, and supporting documents shall be recorded in the records of this corporation by the later of (1) the next meeting of the board, committee, membership, or other body for which the minutes, consents, or supporting documents are being recorded, or (2) sixty (60) days after the date of the meeting or written consent.

See that all notices are duly given in accordance with the provisions of these bylaws or as required by law.

Be custodian of the records and of the seal of the corporation and affix the seal, as authorized by law or the provisions of these bylaws, to duly executed documents of the corporation.

Exhibit at all reasonable times to any director of the corporation, or to his or her agent or attorney, on request therefor, the bylaws, and the minutes of the proceedings of the directors of the corporation.

In general, perform all duties incident to the office of secretary and such other duties as may be required by law, by the articles of incorporation, or by these bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

Section 9. Duties of Treasurer

The treasurer shall:

Have charge and custody of, and be responsible for, all funds and securities of the corporation, and deposit all such funds in the name of the corporation in such banks, trust companies, or other depositories as shall be selected by the Board of Directors.

Receive, and give receipt for, monies due and payable to the corporation from any source whatsoever.

Disburse, or cause to be disbursed, the funds of the corporation as may be directed by the Board of Directors, taking proper vouchers for such disbursements.

Keep and maintain adequate and correct accounts of the corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains, and losses.

Exhibit at all reasonable times the books of account and financial records to any director of the corporation, or to his or her agent or attorney, on request therefor.

Render to the president and directors, whenever requested, an account of any or all of his or her transactions as treasurer and of the financial condition of the corporation.

Prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports.

In general, perform all duties incident to the office of treasurer and such other duties as may be required by law, by the articles of incorporation of the corporation, or by these bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

Section 10. Compensation

The salaries of the officers, if any, shall be fixed from time to time by resolution of the Board of Directors. In all cases, any salaries received by officers of this corporation shall be reasonable and given in return for services actually rendered to or for the corporation. All officer salaries shall be approved in advance in accordance with this corporation's conflict of interest policy, as set forth in Article 6 of these bylaws.

Article 6 Committees

Section 1. Executive Committee

The Board of Directors may, by a majority vote of its members, designate an Executive Committee consisting of three (3) board members and may delegate to such committee the powers and authority of the board in the management of the business and affairs of the corporation, to the extent permitted, and, except as may otherwise be provided, by provisions of law.

By a majority vote of its members, the board may at any time revoke or modify any or all of the executive committee authority so delegated, increase or decrease but not below two (2) the number of the members of the executive committee, and fill vacancies on the Executive Committee from the members of the board. The executive committee shall keep regular minutes of its proceedings, cause them to be filed with the corporate records, and report the same to the board from time to time as the board may require.

Section 2. Other Committees

The corporation shall have such other committees as may from time to time be designated by resolution of the Board of Directors. These committees may consist of persons who are not also members of the board and shall act in an advisory capacity to the board.

Article 7 Execution of Instruments, Deposits, and Funds

Section 1. Execution of Instruments

The Board of Directors, except as otherwise provided in these bylaws, may by resolution authorize any officer or agent of the corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent, or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

Section 2. Checks and Notes

Except as otherwise specifically determined by resolution of the Board of Directors, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the corporation shall be

signed by the treasurer and countersigned by the president of corporation.

Section 3. Deposits

All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4. Gifts, Donations, Contributions, Bequests

The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest, or devise for the nonprofit purposes of this corporation.

Article 8 Corporate Records, Reports, and Seal

Section 1. Maintenance of Corporate Records

The corporation shall keep at its principal office:

- a. Minutes of all meetings of directors, committees of the board, and, if this corporation has members, of all meetings of members, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof;
- b. Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains, and losses;
- c. A copy of the corporation's articles of incorporation and bylaws as amended to date, which shall be open to inspection by the members, if any, of the corporation at all reasonable times during office hours.

Section 2. Corporate Seal

The Board of Directors may adopt, use, and at will alter, a corporate seal. Such seal shall be kept at the principal office of the corporation. Failure to affix the seal to corporate instruments, however, shall not affect the validity of any such instrument.

Section 3. Directors' Inspection Rights

Every director shall have the absolute right at any reasonable time to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the corporation and shall have such other rights to inspect the books, records and

properties of this corporation as may be required under the articles of incorporation, other provisions of these bylaws, and provisions of law.

Section 4. Right to Copy and Make Extracts

Any inspection under the provisions of this article may be made in person or by agent or attorney and the right to inspection shall include the right to copy and make extracts.

Section 5. Periodic Report

The board shall cause any annual or periodic report required under law to be prepared and delivered to an office of this state or to the members, if any, of this corporation, to be so prepared and delivered within the time limits set by law.

Article 9

IRC 501(c)(3) Tax Exemption Provisions

Section 1. Limitations on Activities

No substantial part of the activities of this corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation (except as otherwise provided by Section 501(h) of the Internal Revenue Code), and this corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for public office.

Notwithstanding any other provisions of these bylaws, this corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(e)(3) of the Internal Revenue Code, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

Section 2. Prohibition Against Private Inurement

No part of the net earnings of this corporation shall inure to the benefit of, or be distributable to, its members, directors or trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of this corporation

Section 3. Distribution of Assets

Upon the dissolution of this corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation, shall be distributed for one or more exempt purposes within the meaning of Section 501 (c) (3) of the Internal Revenue Code or shall be distributed to the federal government, or to a state or local government, for a public purpose. Such distribution shall be made in accordance with all applicable provisions of the laws of this state.

Article 10 Conflict of Interest and Compensation Approval Policies

Section 1. Purpose of Conflict of Interest Policy

The purpose of this conflict of interest policy is to protect this tax-exempt corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the corporation or any "disqualified person" as defined in Section 4958(I)(1) of the Internal Revenue Code and as amplified by Section 53.4958-3 of the IRS Regulations and which might result in a possible "excess benefit transaction" as defined in Section 4958(c)(I)(A) of the Internal Revenue Code and as amplified by Section 53.4958 of the IRS Regulations. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Section 2. Definitions

- a. **Interested Person.** Any director, principal officer, member of a committee with governing board delegated powers, or any other person who is a "disqualified person" as defined in Section 4958(f)(1) of the Internal Revenue Code and as amplified by Section 53.4958-3 of the IRS Regulations, who has a direct or indirect financial interest, as defined below, is an interested person.
- b. **Financial Interest.** A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
 1. An ownership or investment interest in any entity with which the corporation has a transaction or arrangement;
 2. A compensation arrangement with the corporation or with any entity or individual with which the corporation has a transaction or arrangement; or
 3. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Section 3, paragraph B, a person who is a financial interest may have a conflict of interest

only if the appropriate governing board or committee decides that a conflict of interest exists.

Section 3. Conflict of Interest Avoidance Procedures

- a. **Duty to Disclose.** In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.
- b. **Determining Whether a Conflict of Interest Exists.** After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.
- c. **Procedures for Addressing the Conflict of Interest.** An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

After exercising due diligence, the governing board or committee shall determine whether the corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the corporation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

- ii. **Violations of the Conflicts of Interest Policy.** If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

If, after hearing the member's response and after retaking further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Section 4. Records of Board and Board Committee Proceedings

The minutes of meetings of the governing board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Section S. Compensation Approval Policies

A voting member of the governing board who receives compensation, directly or indirectly, from the corporation for services is precluded from voting on matters pertaining to that member's compensation.

A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the corporation for services is precluded from voting on matters pertaining to that member's compensation.

No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the corporation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

When approving compensation for directors, officers and employees, contractors, and any other compensation contract or arrangement, in addition to complying with the conflict of interest requirements and policies contained in the preceding and following sections of this article as well as the preceding paragraph 1 of this section of this article, the board or a duly constituted compensation committee of the board shall also comply with the following additional requirements and procedures:

- a. the terms of compensation shall be approved by the board or compensation committee prior to the first payment of compensation;
- b. all members of the board or compensation committee who approve compensation arrangements must not have a conflict of interest with respect to the compensation arrangement as specified in IRS Regulation Section 53.4955-6(c)(iii), which generally requires that each board member or committee member approving a compensation arrangement between this organization and a "disqualified person" (as defined in Section 4955(f)(1) of the Internal Revenue Code and as amplified by Section 53.4955-3 of the IRS Regulations):
 1. is not the person who is the subject of the compensation arrangement, or a family member of such person;

2. is not in an employment relationship subject to the direction or control of the person who is the subject of the compensation arrangement;
 3. does not receive compensation or other payments subject to approval by the person who is the subject of the compensation arrangement;
 4. has no material financial interest affected by the compensation arrangement; and
 5. does not approve a transaction providing economic benefits to the person who is the subject of the compensation arrangement, who in turn has approved or will approve a transaction providing benefits to the board or committee member.
- c. the board or compensation committee shall obtain and rely upon appropriate data as to comparability prior to approving the terms of compensation. Appropriate data may include the following:
1. compensation levels paid by similarly situated organizations, both taxable and tax-exempt, for functionally comparable positions. "Similarly situated" organizations are those of a similar size, purpose, and with similar resources;
 2. the availability of similar services in the geographic area of this organization;
 3. current compensation surveys compiled by independent firms;
 4. actual written offers from similar institutions competing for the services of the person who is the subject of the compensation arrangement.

As allowed by IRS Regulation 4958-6, if this organization has average annual gross receipts (including contributions) for its three prior tax years of less than \$1 million, the board or compensation committee will have obtained and relied upon appropriate data as to comparability if it obtains and relies upon data on compensation paid by three comparable organizations in the same or similar communities for similar services.

- d. the terms of compensation and the basis for approving them shall be recorded in written minutes of the meeting of the board or compensation committee that approved the compensation. Such documentation shall include:
1. the terms of the compensation arrangement and the date it was approved;
 2. the members of the board or compensation committee who were present during debate on the transaction, those who voted on it, and the votes cast by each board or committee member
 3. the comparability data obtained and relied upon and how the data was obtained;
 4. If the board or compensation committee determines that reasonable compensation for a specific position in this organization or for providing services under any other compensation arrangement with this organization

is higher or lower than the range of comparability data obtained, the board or committee shall record in the minutes of the meeting the basis for its determination;

5. If the board or committee makes adjustments to comparability data due to geographic area or other specific conditions, these adjustments and the reasons for them shall be recorded in the minutes of the board or committee meeting;
6. any actions taken with respect to determining if a board or committee member had a conflict of interest with respect to the compensation arrangement, and if so, actions taken to make sure the member with the conflict of interest did not affect or participate in the approval of the transaction (for example, a notation in the records that after a finding of conflict of interest by a member, the member with the conflict of interest was asked to, and did, leave the meeting prior to a discussion of the compensation arrangement and a taking of the votes to approve the arrangement);
7. The minutes of board or committee meetings at which compensation arrangements are approved must be prepared before the later of the date of the next board or committee meeting or 60 days after the final actions of the board or committee are taken with respect to the approval of the compensation arrangements. The minutes must be reviewed and approved by the board and committee as reasonable, accurate, and complete within a reasonable period thereafter, normally prior to or at the next board or committee meeting following final action on the arrangement by the board or committee.

Section 6. Annual Statements

Each director, principal officer, and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- a. has received a copy of the conflicts of interest policy;
- b. has read and understands the policy;
- c. has agreed to comply with the policy; and
- d. understands the corporation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Section 7. Periodic Reviews

To ensure the corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's-length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes, and do not result in increment, impermissible private benefit, or in an excess benefit transaction.

Section 8. Use of Outside Experts

When conducting the periodic reviews as provided for in Section 7, the corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

Article 11 Amendment of Bylaws

Section 1. Amendment

Subject to the power of the members, if any, of this corporation to adopt, amend, or repeal the bylaws of this corporation and except as may otherwise be specified under provisions of law, these bylaws, or any of them, may be altered, amended, or repealed and new bylaws adopted by approval of the Board of Directors.

Article 12 Construction and Terms

If there is any conflict between the provisions of these bylaws and the articles of incorporation of this corporation, the provisions of the articles of incorporation shall govern.

Should any of the provisions or portions of these bylaws be held unenforceable or invalid for any reason, the remaining provisions and portions of these bylaws shall be unaffected by such holding.

All references in these bylaws to the articles of incorporation shall be to the articles of incorporation, articles of organization, certificate of incorporation, organizational charter, corporate charter, or other founding document of this corporation filed with an office of this state and used to establish the legal existence of this corporation.

All references in these bylaws to a section or sections of the Internal Revenue Code shall be to such sections of the Internal Revenue Code of 1986 as amended from time to time, or to corresponding provisions of any future federal tax code.

Article 13

Dissolution

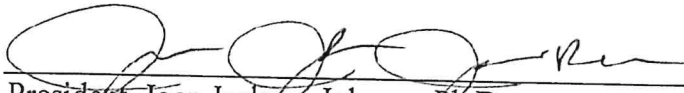
Except as otherwise provided by statute or the articles of incorporation, the nonprofit may be dissolved only with authorization of a supermajority (2/3rd) vote of the members given at a meeting called for that specific purpose.

Upon dissolution of the nonprofit, assets will be utilized to pay any and all financial and contractual obligations. Any remaining funds after payment of financial and contractual obligations shall be distributed for one or more similar tax exempt nonprofit entities within the meaning of section 501(c) (3) of the Internal Revenue Code or the corresponding section of any future federal tax code, or will be distributed to the federal government or to the state or local government, for a public purpose.

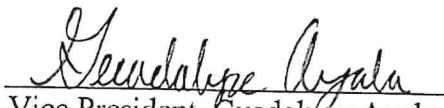
ADOPTION OF BYLAWS

We, the undersigned, are all of the initial directors or incorporators of this corporation, and we consent to, and hereby do, adopt the foregoing bylaws, consisting of sixteen (16) preceding pages, as the bylaws of this corporation.

Dated: December 23, 2015



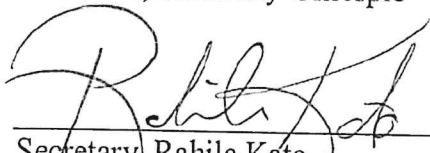
President, Joan Jackson Johnson, Ph.D.



Vice President, Guadalupe Ayala



Treasurer, Kimberly Gillespie



Secretary, Rahila Kato

OCOFC NONPROFIT HOUSING CORP
OPERATING ACCOUNT

124 W MICHIGAN AVE FL 4
LANSING, MI 48933-2500

01-11

DATE 8 Aug 18

1443

6-12/410
770

CHECK NUMBER

PAY
TO THE
ORDER OF

City of Lansing
one hundred

\$ 100.00
100 DOLLARS

PHOTO
DEPOSIT
ORDER ONLY

PNCBANK
PNC Bank, N.A. 070

FOR OFFICE

⑈001443⑈ ⑆041000124⑆ 424451616⑈

MP

Short Form**Return of Organization Exempt From Income Tax**

OMB No. 1545-1150

2017

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to www.irs.gov/Form990EZ for instructions and the latest information.**Open to Public Inspection**Department of the Treasury
Internal Revenue Service**A** For the 2017 calendar year, or tax year beginning **JANUARY**, 2017, and ending **DECEMBER**, 2017**B** Check if applicable:

- ☐ Address change
☐ Name change
☐ Initial return
☐ Final return/terminated
☐ Amended return
☐ Application pending

C Name of organization **CONNECT 4 KIDS**Number and street (or P.O. box, if mail is not delivered to street address) **124 MAIN, 4 FLOOR CITY HALL**Room/suite
124 MAIN, 4 FLOOR CITY HALL

City or town, state or province, country, and ZIP or foreign postal code

LANSING MI 48933-1689**D** Employer identification number **81-083775****E** Telephone number
517-483-4477**F** Group Exemption
Number ▶ **?****G** Accounting Method: ☒ Cash ☐ Accrual Other (specify) ▶**I** Website: ▶**H** Check ☐ if the organization is not required to attach Schedule B (Form 990, 990-EZ, or 990-PF).**J** Tax-exempt status (check only one) — ☒ 501(c)(3) ☐ 501(c) () ◀ (insert no.) ☐ 4947(a)(1) or ☐ 527**K** Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other**L** Add lines 5b, 6c, and 7b to line 9 to determine gross receipts. If gross receipts are \$200,000 or more, or if total assets

(Part II, column (B) below) are \$500,000 or more, file Form 990 instead of Form 990-EZ ▶ \$

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (see the instructions for Part I) ☒Check if the organization used Schedule O to respond to any question in this Part I ☐

Revenue	1	Contributions, gifts, grants, and similar amounts received	1	
	2	Program service revenue including government fees and contracts	2	95,385
	3	Membership dues and assessments	3	
	4	Investment income	4	
	5a	Gross amount from sale of assets other than inventory	5a	
	5b	Less: cost or other basis and sales expenses	5b	
	5c	Gain or (loss) from sale of assets other than inventory (Subtract line 5b from line 5a)	5c	
	6	Gaming and fundraising events		
	a	Gross income from gaming (attach Schedule G if greater than \$15,000)	6a	
	b	Gross income from fundraising events (not including \$ of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds \$15,000)	6b	
6c	Less: direct expenses from gaming and fundraising events	6c		
6d	Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c)	6d		
7a	Gross sales of inventory, less returns and allowances	7a		
7b	Less: cost of goods sold	7b		
7c	Gross profit or (loss) from sales of inventory (Subtract line 7b from line 7a)	7c		
8	Other revenue (describe in Schedule O)	8		
9	Total revenue. Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8 ▶	9	95,385	
Expenses	10	Grants and similar amounts paid (list in Schedule O)	10	
	11	Benefits paid to or for members	11	
	12	Salaries, other compensation, and employee benefits ☒	12	
	13	Professional fees and other payments to independent contractors ☒	13	
	14	Occupancy, rent, utilities, and maintenance	14	29,390
	15	Printing, publications, postage, and shipping	15	
	16	Other expenses (describe in Schedule O) ☒	16	
	17	Total expenses. Add lines 10 through 16 ▶	17	29,390
Net Assets	18	Excess or (deficit) for the year (Subtract line 17 from line 9)	18	65,995
	19	Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)	19	70,970
	20	Other changes in net assets or fund balances (explain in Schedule O)	20	
	21	Net assets or fund balances at end of year. Combine lines 18 through 20 ▶	21	136,965

Part II

7

22

Part III

☐

Expenses
(Required for section 501(c)(3) and 501(c)(4) organizations; optional for others.)

28

?

29

30

31

32

Part IV

☐

Part V Other Information (Note the Schedule A and personal benefit contract statement requirements in the instructions for Part V.) Check if the organization used Schedule O to respond to any question in this Part V ☐

	Yes	No
33 Did the organization engage in any significant activity not previously reported to the IRS? If "Yes," provide a detailed description of each activity in Schedule O	33	
34 Were any significant changes made to the organizing or governing documents? If "Yes," attach a conformed copy of the amended documents if they reflect a change to the organization's name. Otherwise, explain the change on Schedule O (see instructions)	34	✓
35a Did the organization have unrelated business gross income of \$1,000 or more during the year from business activities (such as those reported on lines 2, 6a, and 7a, among others)?	35a	✓
b If "Yes" to line 35a, has the organization filed a Form 990-T for the year? If "No," provide an explanation in Schedule O	35b	
c Was the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization subject to section 6033(e) notice, reporting, and proxy tax requirements during the year? If "Yes," complete Schedule C, Part III	35c	✓
36 Did the organization undergo a liquidation, dissolution, termination, or significant disposition of net assets during the year? If "Yes," complete applicable parts of Schedule N	36	✓
37a Enter amount of political expenditures, direct or indirect, as described in the instructions ▶ 37a 0.0	37a	
b Did the organization file Form 1120-POL for this year?	37b	✓
38a Did the organization borrow from, or make any loans to, any officer, director, trustee, or key employee or were any such loans made in a prior year and still outstanding at the end of the tax year covered by this return?	38a	✓
b If "Yes," complete Schedule L, Part II and enter the total amount involved	38b	
39 Section 501(c)(7) organizations. Enter:		
a Initiation fees and capital contributions included on line 9	39a	
b Gross receipts, included on line 9, for public use of club facilities	39b	
40a Section 501(c)(3) organizations. Enter amount of tax imposed on the organization during the year under: section 4911 ▶ 0 ; section 4912 ▶ 0 ; section 4955 ▶ 0		
b Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in any section 4958 excess benefit transaction during the year, or did it engage in an excess benefit transaction in a prior year that has not been reported on any of its prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I	40b	✓
c Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax imposed on organization managers or disqualified persons during the year under sections 4912, 4955, and 4958 ▶ 0		
d Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax on line 40c reimbursed by the organization ▶ 0		
e All organizations. At any time during the tax year, was the organization a party to a prohibited tax shelter transaction? If "Yes," complete Form 8886-T	40e	✓
41 List the states with which a copy of this return is filed ▶ MICHIGAN		
42a The organization's books are in care of ▶ CONNECT 4 KIDS Telephone no. ▶ 517-483-4477 Located at ▶ 124 MAIN, 4 FLOOR CITY HALL ZIP + 4 ▶ 48933-1689		
b At any time during the calendar year, did the organization have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? If "Yes," enter the name of the foreign country: ▶ See the instructions for exceptions and filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).	42b	✓
c At any time during the calendar year, did the organization maintain an office outside the United States? If "Yes," enter the name of the foreign country: ▶	42c	✓
43 Section 4947(a)(1) nonexempt charitable trusts filing Form 990-EZ in lieu of Form 1041 —Check here ☐ and enter the amount of tax-exempt interest received or accrued during the tax year ▶ 43		
44a Did the organization maintain any donor advised funds during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ	44a	✓
b Did the organization operate one or more hospital facilities during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ	44b	✓
c Did the organization receive any payments for indoor tanning services during the year?	44c	
d If "Yes" to line 44c, has the organization filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O	44d	
45a Did the organization have a controlled entity within the meaning of section 512(b)(13)?	45a	✓
b Did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," Form 990 and Schedule R may need to be completed instead of Form 990-EZ (see instructions)	45b	✓

46 Did the organization engage, directly or indirectly, in political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I

	Yes	No
46		☒

Part VI Section 501(c)(3) organizations only

All section 501(c)(3) organizations must answer questions 47–49b and 52, and complete the tables for lines 50 and 51.

Check if the organization used Schedule O to respond to any question in this Part VI ☐

47 Did the organization engage in lobbying activities or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II

	Yes	No
47		☒

48 Is the organization a school as described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E

48		☒
-----------	--	-------------------------------------

49a Did the organization make any transfers to an exempt non-charitable related organization?

49a		☒
------------	--	-------------------------------------

b If "Yes," was the related organization a section 527 organization?

49b		☒
------------	--	-------------------------------------

50 Complete this table for the organization's five highest compensated employees (other than officers, directors, trustees, and key employees) who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and title of each employee	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
N/A				

f Total number of other employees paid over \$100,000 ▶

51 Complete this table for the organization's five highest compensated independent contractors who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and business address of each independent contractor	(b) Type of service	(c) Compensation
N/A		

d Total number of other independent contractors each receiving over \$100,000 ▶

52 Did the organization complete Schedule A? **Note:** All section 501(c)(3) organizations must attach a completed Schedule A ☒ **Yes** ☐ **No**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer	Date
	<i>Joan Jackson Johnson</i> Type or print name and title	<i>Executive Director</i>

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
	Firm's name ▶	Firm's EIN ▶			
	Firm's address ▶	Phone no.			

May the IRS discuss this return with the preparer shown above? See instructions ☐ **Yes** ☐ **No**

SCHEDULE O
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ
Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.
▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2017

**Open to Public
Inspection**

Name of the organization
Connect 4 Kids

Employer identification number
810837751

The mission of Connect 4 Kids is to provide essential, critical resources and opportunities to assist at-risk children in the Metor Lansing area
to live stronger, healthier lives.

Name of the organization	Employer identification number
--------------------------	--------------------------------

Area with horizontal dashed lines for supplemental information.



Chris Swope
Lansing City Clerk

August 10, 2018

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

Dear President and Council Members:

My office has received and placed on file:

Tri-County Office on Aging Fiscal Year 2019 Annual Implementation Plan

This document is available for review at the office of the City Clerk or at <http://www.lansingmi.gov/clerk> under the heading of Documents Placed on File.

The Office has also included a draft resolution which they request City Council to consider.

Sincerely,

Chris Swope, CMC
Lansing City Clerk

RESOLUTION

Lansing City Council

July 2018

WHEREAS, the Tri-County Aging Consortium, known as Tri-County Office on Aging, produced the Fiscal Year 2019 Annual Implementation Plan as required by the Older Americans Act and the Older Michiganians Act; and

WHEREAS, Lansing City Council has reviewed the Tri-County Office on Aging's Fiscal Year 2019 Annual Implementation Plan; and now therefore, be it

RESOLVED; that the Lansing City Council approves said document as presented.

RECEIVED

2018 AUG -8 PM 3: 50

LANSING CITY CLERK

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor
FROM: Stephanie Robinson CPPB, Senior Buyer
DATE: August 7, 2018
SUBJECT: Sole Source Purchase – MSU Extension Services

Please include this Sole Source packet of information in your transmittal to Council as required by the Purchasing Ordinance Section 206.05.

In summary, the Purchasing Office processed the following Sole Source transaction:

Department: City of Lansing Public Service Department Engineering Division

Vendor: MSU Extension Services

Item Purchased: Habitat Assessment for Endangered Species and Relation Services for work along Rivertrail

Dollar Amount: Approximately up to \$ 40,000 from Ing. County Trails and Parks Millage funds

Additional information pertaining to this purchase is attached for your information.

This letter is filed in accordance with the Purchasing Ordinance Section 206.05 (a) and (b).

slr



Andy Schor, Mayor

**CITY OF LANSING
PURCHASING OFFICE**

1110 S. Pennsylvania Ave
Lansing, Michigan 48912
(517) 702-6197

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

FROM: Stephanie Robinson CPPB, Senior Buyer

DATE: August 2, 2018

SUBJECT: Sole Source Purchase -- MSU Extension Services -- Habitat Assessment-
Rivertrail

The Public Service Department Engineering Division requests that Michigan State University Extension Services be designated as a sole source consultant for Habitat Assessment for Endangered Species and Relation Services for work along the Rivertrail.

Please see the attached letter from Mitch Whisler and Andy Kilpatrick regarding the request.

Based on the attached letter we recommend issuing a sole source purchase order to MSU Extension Services in the approximate amount up to \$40,000 from Ing. County Trails and Parks Millage funds per the request of the Public Service Division. We have an initial purchase order for \$4609.96 for the start of the assessment. Copy is attached.

Attachment

Date 8-6-18

Approved [Signature] Denied _____

Andy Schor, Mayor

"Equal Opportunity Employer"



Andy Schor, Mayor

Public Service Department
Engineering Division
124 W. Michigan Avenue
7th Floor, City Hall
Lansing, Michigan 48933

MEMORANDUM

To: Andy Schor, Mayor

From: Mitchell Whisler, Assistant City Engineer

Subject: Request for Sole source Procurement for Endangered Species Study/Relocation Services

Date: July 31, 2018

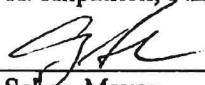
Please let this memo serve as a request for the issuance of a sole source purchase order for procurement for Endangered Species and Relocation Services required for compliance with the requirements of the National Environmental Protection Agency (NEPA) and Michigan Department of Environmental Quality. Specifically, the City intends on stabilizing various sections of failing riverbank along the City's River Trail system along the Grand and Red Cedar Rivers. As part of the State of Michigan requirements, the City must verify that the project will not adversely affect the Indiana Bat nor the Slippershell Mussel identified as potentially present near the work areas.

NEPA studies of this type are conducted mid to late summer; therefore, the Public Service Department researched local firms capable of conducting the studies and contacted them regarding their ability to do the work. Of the firms contacted, only Michigan Natural Features Inventory, an MSU Extension Service, stated they were capable of doing the majority of the study this year affording us the potential to complete some of the construction work in 2018. If we cannot secure their services this year, we would need to request quotes for a NEPA study to be conducted in the summer of 2019. This will affect our construction schedule on the projects and could result in extending the projects into 2020.

Therefore, I recommend that a sole source be issued to Michigan Natural Features Inventory staff, an MSU Extension Service for the aforementioned purposes.

The study costs will be paid using Ingham County Trails and Parks Millage funds and is anticipated to be as high as \$40,000 to relocate the mussels if needed.

Approved:  Date: 7/31/18
Andy K. Kilpatrick, P.E. - Director, Public Service Department

Approved:  Date: 8-6-18
Andy Schor, Mayor

**CITY OF LANSING**

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

TO: MICHIGAN STATE UNIVERSITY EXTENSION
ATTN KAREN L PACE
PROGRAM LDR - DIVERSITY/MULTICULTURAL ED
160 AGRICULTURE HALL
EAST LANSING, MI 48824

PHONE# (517) 432-7628 FAX#

PURCHASE ORDER

P.O. NUMBER	P085684
DATE	08/06/18
VENDOR I.D.	V000691
DELIVERY DATE	
FOB	
REQUISITION NO	PR014007

OUR PURCHASE ORDER NUMBER MUST
APPEAR ON ALL INVOICES, PACKING
LIST AND CORRESPONDENCE.

Page 1 of 1

DELIVER ITEMS TO:

PUBLIC SERVICE DEPARTMENT ENGINEERING
124 W MICHIGAN AVENUE 7TH FL
LANSING, MI 48933

SEND INVOICE TO:

PUBLIC SERVICE DEPARTMENT ENGINEERI
124 W MICHIGAN AVENUE 7TH FL
LANSING, MI 48933

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	BAT ACOUSTIC SA	2,521.8	LS	1.00	2,521.82
002	BAT ACOUSTIC SA	2,521.8	LS	1.00	2,521.82
TAX					0.00
TOTAL					5,043.64

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

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

**CITY OF LANSING**

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

TO: MICHIGAN STATE UNIVERSITY EXTENSION
ATTN KAREN L PACE
PROGRAM LDR - DIVERSITY/MULTICULTURAL ED
160 AGRICULTURE HALL
EAST LANSING, MI 48824

PHONE# (517) 432-7628 FAX#

PURCHASE ORDER

P.O. NUMBER	P085654
DATE	07/17/18
VENDOR I.D.	V000691
DELIVERY DATE	
FOB	
REQUISITION NO	PR013968
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.	

Page 1 of 1

DELIVER ITEMS TO:

PUBLIC SERVICE DEPARTMENT ENGINEERING
124 W MICHIGAN AVENUE 7TH FL
LANSING, MI 48933

SEND INVOICE TO:

PUBLIC SERVICE DEPARTMENT ENGINEERI
124 W MICHIGAN AVENUE 7TH FL
LANSING, MI 48933

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	HABITAT ASSESSMENT-MOORES	1,536.6	LS	1.00	1,536.65
002	HABITAT ASSESSMENT-GD RVR	1,536.6	LS	1.00	1,536.65
003	HABITAT ASSESSMENT-WASH AVE	1,536.6	LS	1.00	1,536.66
TAX					0.00
TOTAL					4,609.96

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

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

EXHIBIT A- STATEMENT OF WORK

Project Understanding

It is the understanding of the Michigan Natural Features Inventory (MNFI), a program of Michigan State University Extension that the City of Lansing, Michigan's Public Service Department - Engineering is seeking a professional opinion as to the presence of native mussels, Indiana bats (*Myotis sodalis*) and the Northern long-eared bat (*M. septentrionalis*) on a proposed project related to the Lansing River Trail.

The City of Lansing understands that MNFI is a scientific research unit of Michigan State University and may incorporate data collected during this assessment into MNFI's Natural Heritage Database or other databases maintained by MNFI.

Scope of Services

Native mussels

Reconnaissance surveys for native mussels (Unionidae) will be performed at four planned project sites related to the Lansing River Trail. These surveys will follow the Michigan standard mussel survey protocols detailed in "Michigan Freshwater Mussels Survey Protocols and Relocation Procedures" (Hanshue et al., see attached), i.e. timed searches at each site. The purpose of reconnaissance surveys is to determine if mussels are present at each site and assess and document habitat characteristics at each site. The presence of fresh dead mussel shells or live mussels would trigger the need for semi-quantitative mussel surveys, which are outside the scope of the proposed work. Results of reconnaissance surveys, including a Michigan Freshwater Mussel Habitat Assessment Form and a list of any mussel species found will be included in the final project report.

Reconnaissance surveys will also provide information that will help determine the scope and scale of semi-quantitative surveys, if they are necessary. Semi-quantitative surveys and SCUBA surveys would require additional personnel, time, equipment, and supplies, and are outside the scope of the proposed work. Three factors that greatly affect the amount of time and effort required to complete semi-quantitative surveys are: abundance of unionid mussels at each site, the size of the ADI and buffer zones, and whether SCUBA techniques are required. Water depth greater than approximately 0.5m necessitates the use of SCUBA. If no mussels are detected during reconnaissance surveys of a site, a semi-quantitative survey of the site is not required.

Locations of planned project sites along the River Trail include Lansing Board of Water and Light, Washington Ave, and two sites at Moores River Drive. Although the accepted window for mussel surveys in Michigan is June 1 to October 15, surveys ideally should take place during low water levels. This is especially true for sites with the potential for water depth greater than 0.5 meters. Surveys will be scheduled as early in the survey window as possible given water levels at each site. The survey area at each site includes the area of direct impact (ADI), and upstream, downstream, and lateral buffer zones. The amount of buffer area around the area of direct impact is, in part, determined by the methods used to place rip rap. If rip rap is dumped into place, an 8m buffer is called for. If rip rap is more precisely placed using an excavator with thumb, a 4m buffer is acceptable. Eight meter buffers will result in greater water depth than 4m buffers, increasing the likelihood of the need for SCUBA surveys.

Summer Bat Habitat Assessment

MNFI will conduct a summer Indiana bat and Northern long-eared habitat assessment of the project site. The assessment will be performed by qualified biologists in conformance with the U.S. Fish and Wildlife Services' Range Wide Indiana Bat Survey Guidelines for 2018. The relevant portions of the guidelines are presented as Appendix A to this agreement.

A report of the results of the native mussel surveys and summer Indiana bat and Northern long-eared bat habitat assessment will be submitted to the City of Lansing's Public Service Department. The report will meet the standards of the USFWS survey guidelines.

Compensation

This contract is a fixed-cost contract. Compensation for the project is as indicated below and will be billed quarterly on a % complete basis, i.e. based on the percentage of the scope of services that has been completed.

Task 1.

Labor

Classification

Hours

Rate

Fees

Conservation Scientist

28 \$ 108.76 \$ 3,045.28

Research Assistant

14 \$ 110.22 \$ 1,543.08

\$ -

\$ -

\$ -

\$ -

Labor Subtotal = \$ 4,588.36

Expenses

Travel

Days

Per Diem

\$ -

Miles

Rate

Mileage

40 \$ 0.54 \$ 21.60

Expenses Subtotal = \$ 21.60

Project Total = \$ 4,609.96

**SERVICES AGREEMENT WITH THE MICHIGAN NATURAL FEATURES INVENTORY AT
MICHIGAN STATE UNIVERSITY**

Thank you for your request for services from the Michigan Natural Features Inventory at Michigan State University.

1. **Purpose.** The University, through the Michigan Natural Features Inventory (MNFI), will perform the services and provide the deliverables described in Exhibit A.
2. **Payment.** You agree to pay, when you receive an invoice, according to the financial terms on Exhibit A.
3. **Confidentiality.** "Confidential Information" means any materials, written information, and data marked "Confidential" that you provide. If you provide material verbally that you want treated as confidential, you must write down that information, mark it as Confidential, and forward it to MNFI within 30 days of first sharing the information. Confidential Information does not include information in the public domain or independently known or obtained by the University. The University agrees to treat your Confidential Information with the same degree of care that it uses to protect its own confidential information, and, to the extent allowed by law, keep the Confidential Information confidential for a period of three (3) years from the termination date of this agreement.
4. **Intellectual Property.** Any intellectual property you provide to MNFI will remain your intellectual property. Any intellectual property that MNFI provides to the project will remain the intellectual property of the University. The work performed under this Agreement, including any data collection and deliverables, and any resulting intellectual property are the property of MSU. Any work produced under this Agreement is not work made for hire. MSU grants you a license to use any deliverables for your own internal use.
5. **Export Control.** You may not provide any export controlled data or materials to the University without the University agreeing in writing in advance.
6. **Termination.** Either you or the University may terminate this agreement by giving 10 days written notice to the other. You will pay all reasonable costs and non-cancelable obligations incurred by the University at the time of the termination. At your request and expense, the University will return to you or destroy all unused material provided by you.
7. **Independent Contractor.** The University is an independent contractor providing services to you. You and the University do not have the relationship of partners, joint venturers, principals or agents.
8. **Liability.** IN NO EVENT WILL THE UNIVERSITY BE RESPONSIBLE FOR ANY DAMAGES OR PENALTIES RESULTING FROM THE UNIVERSITY'S FAILURE TO PROVIDE, OR DELAY IN PROVIDING, THE SERVICES OR DELIVERABLES. IF A SERVICE OR DELIVERABLE IS FOUND, WITHIN SIX MONTHS OF INVOICE, TO BE SUBSTANTIALLY DEFECTIVE, THE UNIVERSITY WILL CORRECT THE DEFECTIVE PORTION OF THE SERVICE OR DELIVERABLE AT NO COST TO YOU. THIS IS YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT. THE SERVICES AND DELIVERABLES ARE PROVIDED "AS IS" AND UNIVERSITY EXPRESSLY DISCLAIMS ANY WARRANTIES EXISTING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, THOSE WHICH ARE EXPRESS OR IMPLIED, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL THE UNIVERSITY BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, NOR WILL THE UNIVERSITY'S AGGREGATE LIABILITY TO YOU EVER EXCEED THE AMOUNT PAID BY YOU UNDER THIS AGREEMENT.
9. **Conditions Beyond Control.** You and/or the University will be excused from the obligations of this agreement if the performance is delayed or prevented by circumstances (except financial) reasonably beyond control, including, but not limited to, by fire, lack of water, labor or materials, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, failure of carriers to transport or furnish facilities for transportation, as a result of some order, requisition or necessity of government, mechanical breakdown, plant shut down, and unavailability of raw materials.
10. **General.** This agreement is non-assignable and non-transferable. The State of Michigan's laws apply to this agreement, excluding its choice of law provisions. This agreement, with its Exhibit A, is the entire agreement between the parties and can only be modified in a written change signed by both you and the University.

**MICHIGAN NATURAL FEATURES INVENTORY
MICHIGAN STATE UNIVERSITY**

By: _____

Its: _____

Date: _____

PURCHASER

By: _____

Its: _____

Date: _____

APPENDIX A: PHASE I HABITAT ASSESSMENTS

APPENDIX A: PHASE 1 HABITAT ASSESSMENTS

Summer habitat and potential hibernacula assessments are Step 2 of Phase 1- Initial Project Screening. The information below is provided to assist applicants, consultants, and/or project proponents (hereinafter termed the "applicant") in establishing whether surveys for Indiana bats should be conducted. As a reminder, the first step for determining presence of Indiana bats at a given site is to determine whether there is any existing occurrence data available for the vicinity of the project from the local USFWS FO. This step can be conducted remotely via a desktop analysis (e.g., use of aerial photography to assess the potential presence of suitable summer habitat). The applicant is responsible for developing and providing sufficient information as to whether suitable summer Indiana bat habitat and/or potential hibernacula exist within a proposed project area. If suitable habitat is present, the applicant should calculate the amount and submit this to the USFWS FO(s) and determine the need for any presence/absence surveys (Phase 2). **NOTE:** if Indiana bats are present or assumed to be present during any phase, more detailed habitat information may be necessary to adequately assess the potential for impacts (see attached example Indiana Bat Habitat Assessment Datasheet). If no suitable habitat is present, no surveys are needed to assess risk during the summer. Habitat assessments for Indiana bats can be completed any time of year and applicants are encouraged to submit results and proposed Phase 2 study plans well in advance of the summer survey season.

PERSONNEL

Habitat assessments should be completed by individuals with a natural resource degree or equivalent work experience.

DEFINITION FOR POTENTIALLY SUITABLE INDIANA BAT SUMMER HABITAT

Suitable summer habitat for Indiana bats consists of a wide variety of forested/wooded habitats where they roost, forage, and travel and may also include some adjacent and interspersed non-forested habitats²² such as emergent wetlands and adjacent edges of agricultural fields, old fields and pastures. This includes forests and woodlots containing potential roosts (i.e., live trees and/or snags ≥ 5 inches dbh²³ (12.7 centimeter) that have exfoliating bark, cracks, crevices, and/or hollows), as well as linear features such as fencerows, riparian forests, and other wooded corridors. These wooded areas may be dense or loose aggregates of trees with variable amounts of canopy closure. Individual trees may be considered suitable habitat when they exhibit the characteristics of a potential roost tree and are located within 1,000 feet (305 meters) of other forested/wooded habitat. We recommend that project proponents or their representatives coordinate with the appropriate

²² Non-forested habitats typically should be excluded from acreages used to establish a minimum level of survey effort for Phase 2 surveys.

²³ While trees < 5 inches (< 12.7 cm) dbh that have exfoliating bark, cracks, crevices, and/or hollows may have some potential to be male Indiana bat summer roosting habitat, the USFWS does not consider early-successional, even-aged stands of trees < 5 inches dbh to be suitable roosting habitat for the purposes of this guidance. Suitable *roosting* habitat is defined as forest patches with trees of 5-inch (12.7 cm) dbh or larger. However, early successional habitat with small diameter trees may be used as foraging habitat by Indiana bats. Therefore, a project that would remove or otherwise adversely affect ≥ 20 acres of early successional habitat containing trees between 3 and 5 inches (7.6-12.7 cm) dbh would require coordination/consultation with the USFWS FO to ensure that associated impacts would not rise to the level of take. The USFWS may request P/A surveys if > 20 acres of early successional habitat were proposed for removal.

APPENDIX A: PHASE I HABITAT ASSESSMENTS

USFWS Field Office to more clearly define suitable habitat for their particular region as some differences in state/regional suitability criteria may be warranted (e.g., high-elevation areas may be excluded as suitable habitat in some states).

Examples of unsuitable habitat:

- Individual trees that are greater than 1,000 feet from forested/wooded areas;
- Trees found in highly-developed urban areas (e.g., street trees, downtown areas); and
- A pure stand of less than 3-inch dbh²⁴ trees that are not mixed with larger trees.

DEFINITION FOR POTENTIALLY SUITABLE NORTHERN LONG-EARED BAT SUMMER HABITAT

Suitable summer habitat for NLEB consists of a wide variety of forested/wooded habitats where they roost, forage, and travel and may also include some adjacent and interspersed non-forested habitats such as emergent wetlands and adjacent edges of agricultural fields, old fields and pastures. This includes forests and woodlots containing potential roosts (i.e., live trees and/or snags ≥ 3 inches dbh that have exfoliating bark, cracks, crevices, and/or cavities), as well as linear features such as fencerows, riparian forests, and other wooded corridors. These wooded areas may be dense or loose aggregates of trees with variable amounts of canopy closure. Individual trees may be considered suitable habitat when they exhibit characteristics of suitable roost trees and are within 1,000 feet of other forested/wooded habitat²⁵. NLEB has also been observed roosting in human-made structures, such as buildings, barns, bridges, and bat houses; therefore, these structures should also be considered potential summer habitat²⁶. NLEBs typically occupy their summer habitat from mid-May through mid-August each year²⁷ and the species may arrive or leave some time before or after this period.

Examples of unsuitable habitat:

- Individual trees that are greater than 1,000 feet from forested/wooded areas;
- Trees found in highly-developed urban areas (e.g., street trees, downtown areas); and
- A pure stand of less than 3-inch dbh trees that are not mixed with larger trees.

SUBMISSION OF PHASE I HABITAT ASSESSMENT & PHASE 2 AND/OR PHASE 3 STUDY PLAN (IF NEEDED)

²⁴ Suitable *roosting* habitat is defined as forest patches with trees of 5-inch (12.7 cm) dbh or larger. However, early successional habitat with small diameter trees may be used as foraging habitat by Indiana bats. Therefore, a project that would remove or otherwise adversely affect ≥ 20 acres of early successional habitat containing trees between 3 and 5 inches (7.6-12.7 cm) dbh would require coordination/consultation with the USFWS F/O to ensure that associated impacts would not rise to the level of take. The USFWS may request P/A surveys if >20 acres of early successional habitat were proposed for removal.

²⁵ This number is based on observations of bat behavior indicating that such an isolated tree (i.e., ≥ 1000 feet) would be extremely unlikely to be used as a roost. This distance has also been evaluated and vetted for use for the Indiana bat. See the "Indiana bat Section 7 and Section 10 Guidance for wind Energy Projects," question 33, found at: <http://www.fws.gov/midwest/endangered/mammals/inba/WindEnergyGuidance.html>

²⁶ Trees found in highly-developed urban areas (e.g., street trees, downtown areas) are extremely unlikely to be suitable habitat.

²⁷ Exact dates vary by location.

APPENDIX A: PHASE I HABITAT ASSESSMENTS

If a proposed project may affect (positively or negatively) Indiana bats and the conditions outlined in Step 3 a or b are not met, a habitat assessment report should be submitted to the appropriate USFWS FO(s) (and/or to the lead Federal Action Agency, such as the USACE, as appropriate) along with a draft study plan for the Phase 2 (acoustic or netting) and/or Phase 5 (potential hibernaculum) survey(s) (if suitable habitat(s) is present). Complete Phase I reports will include the following:

1. Full names and relevant titles/qualifications of individuals (e.g., John E. Smith, Biologist II, State University, B.S. Wildlife Science 2007) completing the habitat assessment and when the assessment was conducted
2. A map and latitude/longitude or UTM clearly identifying the project location (or approximate center point) and boundaries
3. A detailed project description (if available)
4. Documentation of any known/occupied spring staging, summer, fall swarming, and/or winter habitat for Indiana bats within or near the project area
5. A description of methods used during the habitat assessment
6. A summary of the assessment findings and a completed Indiana Bat Summer Habitat Assessment Datasheet (see attached below; use of this particular datasheet is optional)
7. Other information that may have a bearing on Indiana bat use of the project area (e.g., presence of fall or winter habitat [caves, crevices, fissures, or sinkholes, or abandoned mines of any kind], bridges and other non-tree potential summer roosts.)
8. A Phase I Habitat Assessment on all potential hibernacula that could be affected by the proposed project (see Appendix II for additional instructions for completing this assessment and sample datasheet), if necessary
9. Any other information requested by the local USFWS FO(s) related to the project

In addition, Phase 2 Study Plans should contain the following:

1. A statement as to which type of P/A surveys will be conducted (i.e., mist netting or acoustic surveys) and how the proposed survey level of effort (i.e., total # of net nights or detector nights) was calculated/determined;
2. A map depicting the proposed number of survey sites (mist netting or acoustic) and their tentative distribution throughout the project area;
3. A tentative list of surveyors names and copies of relevant federal permits (if required in the project State);
4. A tentative survey schedule (e.g., start date, duration, end date);
5. For mist netting surveys with planned Phase 4 radio-tracking – the approximate number and distribution of transmitters (e.g., prioritization of sex/age, maximum number per site)

APPENDIX A: PHASE I HABITAT ASSESSMENTS

and a request that bats targeted for tracking may be held for up to 45 minutes²⁸ to allow for application of transmitters; and

6. For acoustic surveys - information on which specific program(s) will be used and what level of acoustic analyses will be conducted.

If potential hibernacula are identified, then Phase 5 Study Plans should contain the following:

1. A completed USFWS Project Proposal Form (see Appendix H);
2. A map depicting all identified potential hibernacula identified and their tentative distribution throughout the project area;
3. A written justification if an entrance(s) survey is proposed instead of an internal survey;
4. A written justification if mist-nets are proposed instead of harp traps; and
5. For surveys of entrances that are inter-connected and unfeasible to survey on the same night, a proposed modified method to complete the survey (see Phase 2, #5 in Appendix H).

²⁸ Current standard federal Section 10 bat permit conditions require prior written approval from the Field Supervisor in the USFWS FO(s) if capture times may exceed 30 minutes.

APPENDIX A: PHASE I HABITAT ASSESSMENTS

INDIANA BAT HABITAT ASSESSMENT DATASHEET

Project Name: _____ Date: _____
 Township/Range/Section: _____
 Lat/Long/UTM Zone: _____ Surveyor: _____

Brief Project Description

Project Area

	Total Acres	Forest Acres		Open Acres
Project				
Proposed Tree Removal (ac)	Completely cleared	Partially cleared (will leave trees)	Preserve acres- no clearing	

Vegetation Cover Types

Pre-Project	Post-Project

Landscape within 5 mile radius

Flight corridors to other forested areas?

Describe Adjacent Properties (e.g. forested, grassland, commercial or residential development, water sources)

Proximity to Public Land

What is the distance (mi.) from the project area to forested public lands (e.g., national or state forests, national or state parks, conservation areas, wildlife management areas)?

APPENDIX A: PHASE I HABITAT ASSESSMENTS

Use additional sheets to assess discrete habitat types at multiple sites in a project area
Include a map depicting locations of sample sites if assessing discrete habitats at multiple sites in a project area
A single sheet can be used for multiple sample sites if habitat is the same

Sample Site Description	
Sample Site No.(s):	

Water Resources at Sample Site			
Stream Type (# and length)	Ephemeral	Intermittent	Perennial
Ponds/Pools (# and size)	Open and accessible to bats?		
Wetlands (approx. ac.)	Permanent	Seasonal	
Describe existing condition of water sources:			

Forest Resources at Sample Site			
Closure/Density	Canopy (> 50%)	Midstory (20-50%)	Understory (< 20%)
1-1-10%, 2-11-20%, 3-21-40%, 4-41-60%, 5-61-80%, 6-81-100%			
Dominant Species of Mature Trees			
% Trees w/ Exfoliating Bark			
Size Composition of Live Trees (%)	Small (3-8 in)	Med (9-15 in)	Large (> 15 in)
No. of Suitable Snags			

Standing dead trees with exfoliating bark, cracks, crevices, or hollows. Snags without these characteristics are not considered suitable

IS THE HABITAT SUITABLE FOR INDIANA BATS? _____

Additional Comments:

Attach aerial photo of project site with all forested areas labeled and a general description of the habitat

Photographic Documentation: habitat shots at edge and interior from multiple locations;
 understory/midstory/canopy, examples of potential suitable snags and live trees, water sources

Smalley, Michelle

PREVIOUS - 000691 AZ

From: Whisler, Mitch
Sent: Thursday, July 05, 2018 4:40 PM
To: Smalley, Michelle
Cc: Mumby, Christopher
Subject: FW: Service Agreement for MNFI Field Assessment along Lansing River Trail
Attachments: MNFI_City of Lansing_Services Agreement 07032018.doc;
2018RangewideIBatSurveyGuidelines - Habitat Assessment Portion.pdf

Can you put in a purchase request for the attached proposal. I have tried to find numerous companies that can do this work and have only been able to find one that can do it this year.

Mitchell Whisler
Assistant City Engineer
Public Service Department – Engineering
124 W. Michigan Ave. | Lansing, MI 48933
O: 517-483-4455 | D: 517-483-4249 | E: mitch.whisler@lansingmi.gov
[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#)



Andy Schor, Mayor

From: Michael Alan Sanders <sander75@msu.edu>
Sent: Tuesday, July 03, 2018 3:40 PM
To: Whisler, Mitch <Mitch.Whisler@lansingmi.gov>
Cc: Badra, Peter (DNR-Contractor) <BADRAP@michigan.gov>
Subject: Service Agreement for MNFI Field Assessment along Lansing River Trail

Hi Mitch,

Please look over the attached Service Agreement and let me know if you have questions or concerns. If you are agreeable with the terms, please sign and return to me.

Also attached are the USFWS summer bat habitat guidelines that will be followed for both the Indiana bat and northern long-eared bat surveys.

Let me know if you have questions.

Thank you,

Mike Sanders

102

Michael A. Sanders
Environmental Review Specialist/Zoologist
Michigan Natural Features Inventory
MSU Extension Service
PO Box 13036
Lansing, MI 48901
Office: 517-284-6215
Cell: 517-980-5632
Sander75@msu.edu

MSU Extension: VCD3491

386-60059114

Ledger: GL
Report Date: 07/16/2018
Fund: 273

City of Lansing
GL Expenditure Budgets and Actuals with Encumbrance

Fiscal Year: 2019
Fiscal Period: 01

GL Key	Object	Description	Budget	Actual	Encumbrance	Balance
7365019106	702000	HUD LEAD DEMO PRGM 2016	0.00	5,450.85	0.00	-5,450.85
7365019106	715400	HUD LEAD DEMO PRGM 2016	0.00	1,521.91	0.00	-1,521.91
7365019106	961743	HUD LEAD DEMO PRGM 2016	0.00	110.00	48,050.00	-48,160.00
7363750403	741000	TRAFFIC OPS CENTER	0.00	0.00	17,339.00	-17,339.00
7382272013	970000	OVERBAND CRACK SEAL	0.00	0.00	63,640.09	-63,640.09
7382272015	970000	WALL PYMT NEAR ELM	0.00	0.00	197,769.25	-197,769.25
7382272016	970000	CL26 LANSING CENTER	0.00	0.00	0.00	0.00
7382272017	970000	CL20 N OF CREGO	0.00	0.00	40,204.69	-40,204.69
7382272018	970000	MOORES RVR DRIVE	0.00	0.00	22,067.05	-22,067.05
7382272019	970000	OVERLAY/RECONSTRUCT	0.00	0.00	11,985.53	-11,985.53
7382272020	970000	CL16 POTTER PARK ZOO	0.00	0.00	580,369.79	-580,369.79
7382272021	970000	US 127 PATHWAYS	0.00	0.00	130,940.54	-130,940.54
7382272022	970000	GD RVR BANK STABIL	0.00	0.00	1,313.02	-1,313.02
7382272023	715400	VOLUNTEER TRAIL AMBASS	0.00	63.71	0.00	-63.71
7382272023	970000	VOLUNTEER TRAIL AMBASS	0.00	832.76	0.00	-832.76
7382272028	974000	WASH AVE BANK STABILIZATIO	0.00	0.00	1,698.86	-1,698.86
Total for Fund: 273			0.00	7,979.23	1,115,377.82	-1,123,357.05

B 1536.65 each for 2
B 1536.65 for 2

Smalley, Michelle

From: Whisler, Mitch
Sent: Monday, July 16, 2018 7:28 PM
To: Smalley, Michelle
Subject: Re: Accounts question

Yes

Sent from my iPhone

On Jul 16, 2018, at 12:20 PM, Smalley, Michelle <Michelle.Smalley@lansingmi.gov> wrote:

Hi Mitch,

Attached is a list of Parks Fund 273 accounts for FY19. I assume the accounts for the MNFI Purchase Req were coming from here—can you take a look and let me know which? I have Wash Ave Bank Stabilization and I think Gd Rvr Bank Stabilization, and Moores Rvr Drive? Were those the three you wanted?

Let me know!

Michelle Smalley
Administrative Assistant
Public Service Department – Business, Permits & Technology
124 W. Michigan Ave. | Lansing, MI 48933
O: (517) 483-4818 | E: michelle.smalley@lansingmi.gov
[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#)

<image001.png>

<MNFI Accounts.pdf>

CITY OF LANSING

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

TO: DEWPOINT INC
1921 E MILLER ROAD STE B
LANSING, MI 48911

PURCHASE ORDER

P.O. NUMBER	P085686
DATE	08/07/18
VENDOR I.D.	V003894
DELIVERY DATE	
FOB	
REQUISITION NO	PR014002
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.	

Page 1 of 1

PHONE# (517) 393-5448 FAX# (517) 393-5448

DELIVER ITEMS TO:

FINANCE DEPARTMENT INFORMATION TECHNOLOG
201 N GRAND AVE
LANSING, MI 48933

SEND INVOICE TO:

FINANCE DEPARTMENT INFORMATION TECH
201 N GRAND AVE
LANSING, MI 48933

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	CLIENT SERVICES MANAGER	198,000	LS	1.00	198,000.00
				TAX	0.00
THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:				TOTAL	198,000.00

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

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

Alfred Bruck

**CITY OF LANSING**

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

TO: DEWPOINT INC
1921 E MILLER ROAD STE B
LANSING, MI 48911

PURCHASE ORDER	
P.O. NUMBER	P085687
DATE	08/07/18
VENDOR I.D.	V003894
DELIVERY DATE	
FOB	
REQUISITION NO	PR014003
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.	

PHONE# (517) 393-5448 FAX# (517) 393-5448

Page 1 of 1

DELIVER ITEMS TO:

FINANCE DEPARTMENT INFORMATION TECHNOLOG
201 N GRAND AVE
LANSING, MI 48933

SEND INVOICE TO:

FINANCE DEPARTMENT INFORMATION TECH
201 N GRAND AVE
LANSING, MI 48933

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	PROJECT MANAGEMENT SERVICES	162,000	LS	1.00	162,000.00
TAX					0.00
TOTAL					162,000.00

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

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

Federal Tax ID: 38-6004628

AUTHORIZED SIGNATURE

*****DRAFT*****

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

WHEREAS, the City of Lansing partnered with the Arts Council of Greater Lansing and other stakeholders to create a new community-based vision and Master Plan for the future redevelopment of Adado Riverfront Park, which included a robust community engagement process led by the Arts Council and funded by a grant from the National Endowment for the Arts; and

WHEREAS, Adado Riverfront Park is a major destination park in the heart of downtown Lansing on the banks of the Grand River that hosts numerous community events each year, enriching the city's arts, cultural and outdoor recreation offerings to its residents, as well as strengthening the economic foundation of the city by attracting thousands of visitors to the city and park; and

WHEREAS, Adado Park is also underutilized and underdeveloped and has enormous potential to become a much greater asset to the city and region by adding amenities like community gathering spaces, walking and biking trails with connections to the Lansing River Trail, shoreline improvements to enhance the natural environment, and a permanent outdoor stage capable of hosting a wide range of events, including music festivals and concerts, cultural events, community theater and symphony performances, and many more; and

WHEREAS; the redevelopment activities envisioned in the Master Plan will build on existing park investments and transform Adado Park into a central, accessible multi-purpose outdoor events and recreational hub for downtown Lansing and the Greater Lansing area, providing outdoor recreation and multi-use trails and transforming current grass facilities and paved areas into a series of connected pavilions, event lawns, and outdoor performing arts venues; and

WHEREAS, the new community-based Master Plan for Adado Park envisions several distinct phases of redevelopment, which have been scoped, detailed and costed by project consultant, SmithGroupJJR; and

WHEREAS, the City now has the opportunity to pursue a federal grant through the National Park Service's Outdoor Recreation Legacy Partnership (ORLP) program to support the first phase of renovations to Adado Riverfront Park, including construction of

a new West Plaza and the smaller of two event lawns envisioned in the new Master Plan for the park at a projected cost of \$1.74 million; and

WHEREAS, the Administration has submitted an OLRP grant application to the Michigan Department of Natural Resources (MDNR) requesting the maximum allowed amount of \$750,000 in NPS OLRP funds, which includes a commitment to provide local matching funds in the amount of \$993,200, provided that City Council appropriates funds for this purpose in the city's next fiscal year; and

WHEREAS, the MDNR will select up to three (3) meritorious OLRP grant applications from across Michigan and work with the selected applicants to submit a final grant application to the NPS OLRP program by the September 14, 2018 deadline; and

WHEREAS, if Lansing's Adado Park proposal is selected by the MDNR for submission to NPS, the City must provide a City Council resolution approving the grant application and affirming the City's commitment to provide local matching funds in the amount specified; and

WHEREAS, the Administration will continue to diligently pursue additional sources of local matching funds from public and private sector partners;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council supports the community-based vision and Master Plan for revitalizing Adado Riverfront Park and supports the OLRP grant application to secure federal funds to help finance the first phase of planned renovations at the park; and

BE IT FINALLY RESOLVED that the Lansing City Council commits in principle to appropriating the necessary local matching funds for the OLRP grant, with the understanding that the Council will consider a specific appropriation for this purpose in the context of the City's next fiscal year budget.

**City of Lansing
Counties of Ingham and Eaton, State of Michigan**

**RESOLUTION AUTHORIZING ISSUANCE AND SALE OF
GENERAL OBLIGATION REFUNDING BONDS (LIMITED TAX)**

A RESOLUTION TO APPROVE:

- Net Present Value Savings through issuing Bonds to refund the Building Authority Refunding Bond, Series 2007;
- Continued pledge of City's full faith and credit for payment of the 2018 Bonds;
- Finance Director to sell Bonds within parameters of this Resolution without further Council action.

WHEREAS, the City of Lansing (the "City") and the City of Lansing Building Authority (the "Authority") entered into a Limited Tax Full Faith and Credit General Obligation Contract of Lease dated May 2, 2003 (the "Contract") providing for the Authority to acquire and finance the Townsend Street automobile parking structure (the "Project"); and

WHEREAS, the Authority issued its Building Authority Refunding Bond, Series 2007 (Limited Tax General Obligation) dated March 29, 2007 (the "Prior Bonds") under the Contract in order to refund bonds issued in 2003 and thereby reduce the cost of financing the Project; and

WHEREAS, under the Contract the City pays full faith and credit limited tax general obligation Cash Rentals (the "Cash Rentals") to the Authority in the amount necessary for the Authority to make debt service payments on the Prior Bonds; and

WHEREAS, Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), authorizes the City to issue bonds to refund an outstanding security such as the Contract if the refunding would result in net present value savings; and

WHEREAS, PFM Financial Advisors LLC (the "Municipal Advisor") has advised the City that, through the issuance of the City's General Obligation Limited Tax Refunding Bonds, the City may be able to accomplish a net savings of debt service costs by current refunding all or a portion of the Prior Bonds; and

WHEREAS, the City Council wishes to authorize the Finance Director (the "Finance Director") to sell and deliver and receive payment for the proposed issue of bonds without the necessity of the City Council taking further action.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Bond Details. If, upon the advice of the Municipal Advisor, refunding all or a portion of the Prior Bonds would accomplish a net savings of debt service costs, then Bonds of the City designated as the GENERAL OBLIGATION REFUNDING BONDS (LIMITED TAX), SERIES 2018 (the "Bonds") shall be issued in the aggregate principal amount of not to exceed Six Million Nine Hundred Thousand Dollars (\$6,900,000), as finally determined by the Finance

Director at the time of sale of the Bonds, for the purpose of refunding all or a portion of the Prior Bonds, including payment of legal, financial and other expenses incident thereto. If the Bonds are sold or delivered after December 31, 2018, then the Finance Director may change the series designation of the Bonds and related funds to reflect the year in which the Bonds will be sold or delivered.

The Bonds shall mature as serial bonds or term bonds on the dates and in the amounts as shall be determined by the Finance Director at the time of sale of the Bonds. The Bonds shall bear interest at a rate or rates to be determined at the time of sale of the Bonds, but in any event not exceeding the interest rate provided in this resolution.

The Bonds shall consist of bonds registered as to principal and interest of the denominations of any multiple of \$5,000 not exceeding for each maturity the maximum principal amount of the Bonds of that maturity, and numbered consecutively in order of registration or transfer. Principal of and interest on the Bonds will be payable in the manner set forth in the form of Bond shown in this resolution; provided that the date of determination of the registered owner for purposes of payment of interest may be changed by the City to conform to market practice in the future.

The Finance Director is hereby authorized and directed to designate as bond registrar, paying agent and transfer agent (the "Transfer Agent"), a bank or trust company located in the State of Michigan and qualified to carry out such duties under the laws of the State of Michigan. The City may designate a new Transfer Agent by notice mailed to the registered owner of each of the Bonds at such time outstanding not less than sixty (60) days prior to an interest payment date. The Finance Director is hereby authorized to execute an agreement with the Transfer Agent on behalf of the City.

The Bonds may be issued in book-entry only form through The Depository Trust Company in New York, New York ("DTC") and the Finance Director is authorized to execute such custodial or other agreement with DTC as may be necessary to accomplish the issuance of the Bonds in book-entry only form, and to make such changes in the form of the Bonds within the parameters of this resolution as may be required to accomplish the foregoing. Notwithstanding the foregoing, if the Bonds are held in book-entry form by DTC, payment shall be made in the manner prescribed by DTC.

Any bond may be transferred upon the books required to be kept pursuant to this section by the person in whose name it is registered, in person or by the registered owner's duly authorized attorney, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any bond or bonds shall be surrendered for transfer, the City shall execute and the Transfer Agent shall authenticate, if necessary, and deliver a new bond or bonds, in like aggregate principal amount. The Transfer Agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

The Bonds shall be subject to optional redemption prior to maturity as determined at the time of sale of the Bonds. If term bonds are issued, the Bonds shall be subject to mandatory

redemption prior to maturity as determined at the time of sale of the Bonds. Unless waived by the registered owner of any bonds to be redeemed, official notice of redemption shall be given by the Transfer Agent on behalf of the City and shall conform to the requirements set forth in the form of Bond. Such notice shall be dated and shall contain at a minimum the following information: original issue date; maturity dates; interest rates; CUSIP numbers, if any; certificate numbers (and in the case of partial redemption) the called amounts of each certificate; the redemption date; the redemption price or premium; the place where bonds called for redemption are to be surrendered for payment; and that interest on bonds or portions thereof called for redemption shall cease to accrue from and after the redemption date.

In addition, further notice shall be given by the Transfer Agent in such manner as may be required or suggested by regulations or market practice at the applicable time, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed herein.

The Bonds shall be executed in the name of the City with manual or the facsimile signatures of the Mayor and the City Clerk and shall have the City's seal or a facsimile thereof affixed thereto or imprinted thereon. If the Bonds are signed by the facsimile signatures of both the Mayor and the City Clerk, then no Bond of this series shall be valid until authenticated by an authorized signature of the Transfer Agent. The Bonds shall be delivered either to the purchaser or to the Transfer Agent who shall authenticate them and deliver them to the purchaser in accordance with instructions from the Finance Director upon payment of the purchase price for the Bonds in accordance with the bid therefor when accepted. Executed blank bonds for registration and issuance to transferees shall simultaneously, and from time to time thereafter as necessary, be delivered to the Transfer Agent for safekeeping.

2. Full Faith and Credit Pledge. The City expressly and irrevocably pledges its full faith and credit for the prompt and timely payment of the principal of and interest on the Bonds. The Bonds shall be payable, as a first budget obligation, from the general fund of the City, and the City shall levy annually ad valorem taxes on all the taxable property in the City which, taking into consideration estimated delinquencies in tax collections, shall be fully sufficient to pay the principal and interest on the Bonds provided, however, that if at the time of making any such tax levy there shall be other legally available funds for the payment of principal of and interest on the Bonds, including but not limited to revenues received from operation of the City's parking system, then credit therefor may be taken against the levy for payment of the Bonds. The levy shall be subject to constitutional, statutory and charter tax rate limitations.

3. Bond Form. The Bonds shall be in substantially the following form with such changes as may be necessary to conform the Bonds to the final terms of sale:

[FORM OF BOND TO BE COMPLETED AFTER BOND SALE]

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTIES OF INGHAM AND EATON

CITY OF LANSING
GENERAL OBLIGATION REFUNDING BOND
(LIMITED TAX), SERIES 2018

Interest Rate	Date of Maturity	Date of Original Issue	CUSIP
Registered Owner:			
Principal Amount:			

The CITY OF LANSING, Counties of Ingham and Eaton, State of Michigan (the “City”), acknowledges itself to owe and for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, on the Date of Maturity specified above, [unless prepaid prior thereto as hereinafter provided,] with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on [date] and semiannually thereafter. Principal of this bond is payable at the designated corporate trust office of [transfer agent], [city], Michigan, or such other transfer agent as the City may hereafter designate by notice mailed to the registered owner of record not less than sixty (60) days prior to any interest payment date (the “Transfer Agent”). Interest on this bond is payable by check or draft mailed by the Transfer Agent to the person or entity who or which is as of the fifteenth (15th) day of the month prior to each interest payment date, the registered owner of record, at the registered address.

This bond is one of a series of bonds of even Date of Original Issue, aggregating the principal sum of \$[amount] for the purpose of refunding certain outstanding obligations of the City. This bond was issued under and in pursuance of the provisions of Act 34, Public Acts of Michigan, 2001, as amended, and a resolution of the City Council adopted on [date].

The limited tax full faith, credit and resources of the City are pledged for the payment of the bonds of this issue, and the City has pledged that it shall pay the principal of and interest on the bonds of this issue as they mature as a first budget obligation from its general fund and, after taking into account funds which the City may have legally available for payment of principal of and interest on the bonds of this issue, shall levy annually ad valorem taxes on all taxable property in the City sufficient to pay the principal of and interest on the bonds of this issue subject to applicable constitutional, statutory and charter tax rate limitations.

Bonds of this issue maturing on or prior to [date] are not subject to redemption prior to maturity.

Bonds or portions of bonds in multiples of \$5,000 of this issue maturing on or after [date] shall be subject to redemption prior to maturity without a premium, at the option of the City, in

such order as the City shall determine and within any maturity by lot, on any date on or after [date], at par plus accrued interest to the date fixed for redemption.

[Insert mandatory redemption provisions if term bonds are issued].

Notice of redemption shall be given by the Transfer Agent to each registered owner of bonds or portions thereof to be redeemed by mailing such notice not less than thirty (30) days prior to the date fixed for redemption to the registered owner at the address of the registered owner as shown on the registration books of the City. Bonds shall be called for redemption in multiples of \$5,000, and bonds of denominations of more than \$5,000 shall be treated as representing the number of bonds obtained by dividing the denomination of the bonds by \$5,000, and such bonds may be redeemed in part. The notice of redemption for bonds redeemed in part shall state that, upon surrender of the bond to be redeemed, a new bond or bonds in the same aggregate principal amount equal to the unredeemed portion of the bonds surrendered shall be issued to the registered owner thereof with the same interest rate and maturity. No further interest on bonds or portions of bonds called for redemption shall accrue after the date fixed for redemption, whether the bonds have been presented for redemption or not, provided funds are on hand with the Transfer Agent to redeem the bonds or portion thereof.

Any bond may be transferred by the person in whose name it is registered, in person or by the Registered Owner's duly authorized attorney or legal representative, upon surrender of the bond to the Transfer Agent for cancellation, together with a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any bond is surrendered for transfer, the Transfer Agent shall authenticate and deliver a new bond or bonds, in like aggregate principal amount, interest rate and maturity. The Transfer Agent shall require the bondholder requesting the transfer to pay any tax or other governmental charge required to be paid with respect to the transfer. The Transfer Agent shall not be required (i) to issue, register the transfer of, or exchange any bond during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of bonds selected for redemption and ending at the close of business on the date of that mailing, or (ii) to register the transfer of or exchange any bond so selected for redemption in whole or in part, except the unredeemed portion of bonds being redeemed in part.

It is hereby certified and recited that all acts, conditions and things required by law to be done, exist and happen, precedent to and in the issuance of this bond and the series of bonds of which this is one, in order to make them valid and binding obligations of the City have been done, exist and have happened in regular and due form and time as provided by law, and that the total indebtedness of the City, including this bond and the series of bonds of which this is one, does not exceed any constitutional, statutory, or charter debt limitation.

This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this bond has been executed by the Transfer Agent.

IN WITNESS WHEREOF, the City, by its Council, has caused this bond to be signed in the name of the City [by] / [with the facsimile signatures of] its Mayor and its City Clerk and the City seal or a facsimile thereof to be affixed hereto or imprinted hereon, all as of the Date of Original Issue.

CITY OF LANSING

By [definitive bond to be signed]
Mayor

(Seal)

Countersigned:

By [definitive bond to be signed]
City Clerk

[Insert standard forms of certificate of authentication
and assignment at end of bond.]

4. Escrow Fund. The Finance Director shall designate a bank or trust company to serve as escrow trustee (the “Escrow Trustee”). In order to secure payment of the Prior Bonds being refunded, the City will enter into an Escrow Agreement (the “Escrow Agreement”) with the Escrow Trustee which shall provide for the creation of a fund designated as the CITY OF LANSING - GENERAL OBLIGATION REFUNDING BOND [SERIES] ESCROW FUND (the “Escrow Fund”). The Escrow Agreement shall irrevocably direct the Escrow Trustee to hold the Escrow Fund in trust for the payment of the principal of and interest on the Prior Bonds being refunded, and to take all necessary steps to call for redemption of any Prior Bonds specified by the Finance Director upon sale of the Bonds, including publication and mailing of redemption notices, on any date specified by the City on which the Prior Bonds may be called for redemption. The Finance Director is hereby authorized to execute and deliver the Escrow Agreement and to deposit cash and/or escrow securities in an amount sufficient to fund the Escrow Fund. The Finance Director is hereby authorized to purchase, or cause to be purchased, escrow securities, including, but not limited to, United States Treasury Obligations – State and Local Government Series (SLGS) for the Escrow Fund.

The Finance Director is hereby authorized to transfer monies from the debt retirement fund for the Prior Bonds to the Escrow Fund, to be invested as provided in the Escrow Agreement and to be used to pay principal and interest on the Prior Bonds being refunded. The amount to be transferred under this section shall be an amount which will enable the interest on the Bonds and the Prior Bonds to be, or continue to be, excludable from gross income for federal income tax purposes as determined by bond counsel.

5. Debt Retirement Fund. The Finance Director or City Treasurer is authorized and directed to open a separate depository or trust account for the Bonds with a bank or trust company to be designated as the CITY OF LANSING - GENERAL OBLIGATION REFUNDING BOND [SERIES] DEBT RETIREMENT FUND (the “Debt Retirement Fund”). The moneys to be deposited into the Debt Retirement Fund will be specifically earmarked and used solely for the purpose of paying principal of and interest on the Bonds and, as may be necessary, to rebate arbitrage earnings, if any, to the United States Department of Treasury as required by the Internal Revenue Code of 1986, as amended (the “Internal Revenue Code”). An amount sufficient to assure timely payment of the principal of and interest on the Bonds shall be transferred each year from the general fund of the City or other funds legally available therefor into the Debt Retirement Fund. Accrued interest and premium received upon delivery of the Bonds shall also be deposited in the Debt Retirement Fund as provided in Section 6 below.

In the event cash, or direct obligations of the United States, or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier redemption, the principal of, premium, if any, and interest on the Bonds, shall be deposited in trust, this resolution shall be defeased and the owners of the Bonds shall have no further rights under this resolution except to receive payment of the principal of, premium, if any, and interest of the Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.

The Debt Retirement Fund may be pooled or combined with other debt retirement funds for issues of bonds of like character as provided by Act 34, Public Acts of Michigan, 2001, as amended, or other state law.

6. Deposit of Bond Proceeds. Upon receipt of the proceeds of sale of the Bonds, the accrued interest and premium, if any, shall be deposited in the Debt Retirement Fund and used to pay interest on the Bonds on the first interest payment date, provided, however, that at the discretion of the Finance Director, all or a portion of any premium received upon delivery of the Bonds may be deposited in the Escrow Fund.

There shall be deposited to the Escrow Fund from Bond proceeds monies which shall be invested only as described in the Escrow Agreement and which shall be used by the Escrow Trustee solely to pay the principal of and interest on the Prior Bonds being refunded. The amount of Bond proceeds to be deposited to the Escrow Fund shall be an amount which, taken together with amounts transferred to the Escrow Fund from the debt retirement fund for the Prior Bonds, and the investment proceeds to be received from monies in the Escrow Fund, will be sufficient, without reinvestment, to pay the principal of and interest on the Prior Bonds being refunded as they become due or upon call for redemption prior to maturity.

The remaining proceeds of the Bonds shall be used to pay the costs of issuance of the Bonds. At the option of the Finance Director, the costs of the issuance may be paid from a fund established for that purpose in the Escrow Agreement. Any monies remaining after payment of costs of issuance and costs of refunding the Prior Bonds shall be transferred to the Debt Retirement Fund.

7. Non-Arbitrage Covenant. The City covenants and agrees with the Registered Owners of the Bonds that as long as any of the Bonds remain outstanding and unpaid as to either principal or interest, the City shall not invest, reinvest or accumulate any moneys deemed to be proceeds of the Bonds or the Prior Bonds pursuant to the Internal Revenue Code in such a manner as to cause the Bonds to be “arbitrage bonds” within the meaning of the Internal Revenue Code. The City hereby covenants that, to the extent permitted by law, it will take all actions within its control and that it shall not fail to take any action as may be necessary to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes, including but not limited to, actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of bond proceeds and moneys deemed to be bond proceeds, all as more fully set forth in the Non-Arbitrage and Tax Compliance Certificate to be delivered by the City with the Bonds.

It is anticipated that the Bonds will be sold as bonds which are not “qualified tax exempt obligations” for purposes of deduction of interest expense by financial institutions pursuant to the Internal Revenue Code; however, the Finance Director is hereby authorized, at her discretion and in consultation with bond counsel, to designate the Bonds as “qualified tax exempt obligations.”

8. Municipal Advisor. The City requests PFM Financial Advisors LLC to continue as Municipal Advisor to the City to assist in preparation and planning for the sale of the Bonds.

9. Bond Counsel. The City hereby requests that Miller, Canfield, Paddock and Stone, P.L.C. continue to serve as the City's bond counsel notwithstanding representation by Miller, Canfield, in matters unrelated to the Bonds, of various underwriting firms and financial institutions which are potential purchasers of the Bonds.

10. Bond Ratings; Bond Insurance. The Finance Director is hereby authorized to apply for bond ratings from such municipal bond rating agencies as deemed appropriate, in consultation with the Municipal Advisor, and, if the Municipal Advisor recommends that the City consider purchase of municipal bond insurance, then the Finance Director is hereby authorized and directed to negotiate with insurers regarding acquisition of municipal bond insurance, and, in consultation with the Municipal Advisor, to select an insurer and determine which Bonds, if any, shall be insured.

11. Preliminary Official Statement. The Finance Director is authorized to approve circulation of a Preliminary Official Statement describing the Bonds and to deem such Preliminary Official Statement "final" for purposes of compliance with Securities and Exchange Commission Rule 15c2-12 ("Rule 15c2-12").

12. Competitive Sale of Bonds. Based on the advice of the Municipal Advisor, the City intends to sell the Bonds by competitive sale. The Finance Director is authorized to fix a date for sale of the Bonds in consultation with the Municipal Advisor, and to approve publication of a Notice of Sale of the Bonds (the "Notice of Sale") in *The Bond Buyer*, New York, New York, or such other newspaper as may fulfill the requirements of Act 34. The Notice of Sale for the Bonds shall be in substantially the following form, with such revisions as the Finance Director may determine to be in the best interests of the City in consultation with the Municipal Advisor and Bond Counsel.

OFFICIAL NOTICE OF SALE

\$_____,000*

*(Subject to adjustment as described below)

CITY OF LANSING

Counties of Ingham and Eaton, State of Michigan
GENERAL OBLIGATION REFUNDING BOND
(LIMITED TAX), SERIES 2018

BID OPENING: Bids for the purchase of the above bonds (the “Bonds”) will be publicly opened and read by an agent of the City of Lansing on [date], until [time] Eastern Time.

SEALED BIDS for the purchase of the Bonds will be received at the office of the Municipal Advisory Council of Michigan, Buhl Building - 535 Griswold, Suite 1850, Detroit, Michigan 48226-3699 or at the Finance Department located on the 8th floor of the Lansing City Hall, 124 W. Michigan Ave., Lansing, Michigan 48933.

FAXED BIDS, signed by the bidder, may be submitted by members of the Municipal Advisory Council of Michigan to MAC at fax number (313) 963-0943 or by any bidder to the City at fax (517) 483-4524, Attention: Finance Director; provided that faxed bids must arrive before the time of sale and the bidder bears all risks of transmission failure.

ELECTRONIC BIDS: Electronic bids will be received by Bidcomp/Parity as agent of the undersigned. Further information about Bidcomp/Parity, including any fee charged, may be obtained from Bidcomp/Parity, Anthony Leyden or Client Services, 1359 Broadway, Second Floor, New York, New York 10018, (212) 849-5021. If any provision of this Official Notice of Sale shall conflict with information provided by Bidcomp/Parity, as the approved provider of electronic bidding services, this Official Notice of Sale shall control. No change of the dated date will be allowed for the computation of the winning bid.

Bidders may choose any means or location to present bids but a bidder may not present a bid by more than one means or at more than one location. The City will award or reject bids on the date of the bid opening.

BOND DETAILS: The Bonds will be registered bonds of the denomination of \$5,000 or integral multiples thereof up to the amount of that maturity, originally dated as of the date of delivery thereof (currently anticipated to be [date]), and will bear interest from their date payable on May 1, 2019, and semiannually thereafter. The Bonds will mature on May 1 of each year, as follows:

YEAR	PRINCIPAL AMOUNT	YEAR	PRINCIPAL AMOUNT	YEAR	PRINCIPAL AMOUNT
2019		2023		2027	
2020		2024		2028	
2021		2025		2029	
2022		2026			

ADJUSTMENT OF TOTAL PAR AMOUNT OF BONDS AND PRINCIPAL MATURITIES:

The aggregate principal amount of this issue as shown in this Notice of Sale is believed to be the amount necessary to provide adequate funds to refund a prior issue of bonds and to pay transactional costs. The City reserves the right to increase or decrease the aggregate principal amount of the bonds after receipt of the bids and prior to final award. Such adjustment, if necessary, will be made in increments of \$5,000, and may be made in any maturity. The purchase price of the bonds will be adjusted proportionately to the increase or decrease in issue size, but the interest rates specified by the successful bidder for all maturities will not change. The successful bidder may not withdraw its bid as a result of any changes made within these limits.

ADJUSTMENT TO PURCHASE PRICE: Should any adjustment to the aggregate principal amount of the Bonds be made by the City, the purchase price of the Bonds will be adjusted by the City proportionally to the adjustment in principal amount of the Bonds. The adjusted purchase price will reflect changes in the dollar amount of the underwriter's discount and original issue discount/premium, if any, but will not change the per-bond underwriter's discount as calculated from the bid and initial reoffering prices.

INTEREST RATE AND BIDDING DETAILS: The Bonds shall bear interest at a rate or rates not exceeding 5.00% per annum, to be fixed by the bids therefor, expressed in multiples of 1/8 or 1/20 of 1%, or both. The interest on any one Bond shall be at one rate only and all Bonds maturing in any one year must carry the same interest rate. The difference between the highest and lowest interest rate on the Bonds shall not exceed 2.00% per annum. THE INTEREST RATE BORNE BY BONDS MATURING IN ANY ONE YEAR SHALL NOT BE LESS THAN THE INTEREST RATE BORNE BY BONDS MATURING IN THE RESPECTIVE PRECEDING YEAR. No proposal for the purchase of less than all of the bonds or at a price less than 99% or more than 105% of their par value will be considered. In submitting a bid for the Bonds, the bidder agrees to the representation of the City by Miller, Canfield, Paddock and Stone, P.L.C. as bond counsel.

If no bid results in present value debt service savings acceptable to the City, the City may reject all bids.

OPTIONAL PRIOR REDEMPTION: Bonds of this issue maturing in the years 2019 to 2028, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of Bonds in multiples of \$5,000 of this issue maturing in the year 2029 shall be subject to redemption prior to maturity, at the option of the City, in such order of maturity as the City shall determine and within any maturity by lot, on any date on or after May 1, 2028, at par and accrued interest to the date fixed for redemption.

TERM BOND OPTION: Bidders shall have the option of designating the Bonds as term bonds or serial bonds or both. The bid must designate whether each of the principal amounts shown above represent a serial maturity or a mandatory redemption requirement for a term bond maturity. In any event, the above principal amount schedule shall be represented by either serial bond maturities or mandatory redemption requirements, or a combination of both. Any such designation must be made within 1 hour of sale.

If the term bond option is selected, then the principal amount of the term bonds of a maturity to be redeemed on the dates set forth above may be reduced by the principal amount of the term bonds of the same maturity which have been previously redeemed or called for redemption (other than as a result of a mandatory redemption) or purchased or acquired by the City and delivered to the transfer agent. The City may satisfy mandatory redemption requirements by the purchase and surrender of term bonds in lieu of the calling of such term bonds for redemption.

NOTICE OF REDEMPTION: Notice of redemption of any bond or portion thereof shall be given by the transfer agent at least thirty (30) days prior to the date fixed for redemption by mail to the registered owner at the registered address shown on the registration books kept by the transfer agent. No further interest on a bond or portion thereof called for redemption shall accrue after the date fixed for redemption, whether presented for redemption or not, provided funds are on hand with the transfer agent to redeem the bond or portion thereof. In case less than the full amount of an outstanding bond is called for redemption, the transfer agent, upon presentation of the bond called for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

AWARD OF BONDS - TRUE INTEREST COST: The Bonds will be awarded to the bidder whose bid produces the lowest true interest cost determined in the following manner: the lowest true interest cost will be the single interest rate (compounded on May 1, 2019 and semi-annually thereafter) necessary to discount the debt service payments from their respective payment date to [date] in an amount equal to the price bid. [Date] is the anticipated date of delivery of the Bonds. In the event there is an election to exercise the Term Bond option, true interest cost shall be calculated by applying the interest rate of such Term Bonds to each mandatory sinking fund redemption for such Term Bonds.

BOOK-ENTRY-ONLY OPTION: At the option of the purchaser of the Bonds, the Bonds will be issued in book-entry-only form as one fully registered Bond per maturity and will be registered in the name of Cede & Co., as bondholder and nominee for The Depository Trust Company (“DTC”), New York, New York. If this option is selected, then an authorized agent of DTC will act as securities depository for the Bonds, purchase of the Bonds will be made in book-entry only form, in the denomination of \$5,000 or any integral multiple of \$5,000, and bondholders will not receive certificates representing their interest in Bonds purchased. The book-entry-only system is described further in the preliminary Official Statement for the Bonds. It will be the responsibility of the purchaser to obtain DTC eligibility. Failure of the purchaser to obtain DTC eligibility shall not constitute cause for a failure or refusal by the purchaser to accept delivery of and pay for the Bonds.

TRANSFER AGENT AND REGISTRATION: Principal and interest shall be payable to the registered owner of the Bonds at the designated office of a bank or trust company qualified to carry out such duties under the laws of the State of Michigan to be designated as transfer agent by the City. If the purchaser chooses the book-entry-only option, then as long as The Depository Trust Company or its nominee, Cede & Co., is the bondholder, payments will be made directly to DTC. Disbursement of such payments to the DTC Participants is the responsibility of DTC and disbursement of such payments to the beneficial owners of the Bonds is the responsibility of the DTC Participants and Indirect Participants as described in the preliminary official statement for

the Bonds. Interest shall be paid by check or draft mailed to the registered owner of record as shown on the registration books kept by the transfer agent as of the 15th day of the month prior to an interest payment date. The Bonds will be transferred only upon the registration books of the City kept by the transfer agent.

PURPOSE AND SECURITY: The Bonds are issued pursuant to Act 34, Public Acts of Michigan, 2001, as amended, and a resolution of the City Council for the purpose of current refunding debt of the City. The Bonds will pledge the limited tax full faith and credit of the City for payment of the principal and interest thereon, and will be payable as a first budget obligation from the general fund of the City, and from ad valorem taxes, which may be levied against all taxable property in the City, subject to applicable constitutional, statutory, and charter tax rate limitations. The rights or remedies of bondholders may be affected by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principles of equity including those relating to equitable subordination.

GOOD FAITH: A good faith deposit in the form of a certified or cashier's check drawn upon an incorporated bank or trust company, or wire transfer, in the amount of [\$amount] payable to the order of the City Treasurer, will be required of the successful bidder. **THE SUCCESSFUL BIDDER IS REQUIRED TO SUBMIT ITS GOOD FAITH DEPOSIT TO THE CITY AS INSTRUCTED BY THE CITY OR THE MUNICIPAL ADVISOR NOT LATER THAN NOON, EASTERN TIME, ON THE NEXT BUSINESS DAY FOLLOWING THE SALE.** The good faith deposit will be applied to the purchase price of the Bonds. In the event the purchaser fails to honor its accepted bid, the good faith deposit will be retained by the City. No interest shall be allowed on the good faith check. The good faith check of the successful bidder will be cashed and payment for the balance of the purchase price of the Bonds shall be made at the closing.

TAX MATTERS: In the opinion of Miller, Canfield, Paddock and Stone, P.L.C., bond counsel, under existing law, assuming compliance with certain covenants and the issue price rules set forth below, interest on the Bonds is excludable from gross income for federal income tax purposes as described in the opinion, and the Bonds and interest thereon are exempt from all taxation by the State of Michigan or by any taxing authority within the State of Michigan except inheritance and estate taxes and taxes on gains realized from the sale, payment or other disposition thereof.

NOT BANK QUALIFIED: The Bonds have **not** been designated as qualified tax exempt obligations for purposes of deduction of interest expense by financial institutions pursuant to the Internal Revenue Code.

ISSUE PRICE: The winning bidder will be required to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached either as Appendix [no.] or [no.] of the preliminary Official Statement, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City and Bond Counsel.

The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the “Competitive Sale Requirements”) because:

- a. the City is disseminating this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- b. all bidders shall have an equal opportunity to bid;
- c. the City anticipates receiving bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- d. the City anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the lowest true interest cost, as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

In the event that all of the Competitive Sale Requirements are not satisfied, the City shall so advise the winning bidder. The City will not require bidders to comply with the “hold-the-offering price rule,” and therefore does not intend to use the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity, though the winning bidder, in consultation with the City, may elect to apply the “hold-the-offering price rule” (as described below). Bids will not be subject to cancellation in the event the Competitive Sale Requirements are not satisfied. Unless a bidder intends to apply the “hold-the-offering price rule” (as described below), bidders should prepare their bids on the assumption that all of the maturities of the Bonds will be subject to the 10% Test (as described below). The winning bidder must notify the City of its intention to apply either the “hold-the-price rule” or the 10% Test at or prior to the time the Bonds are awarded.

If the winning bidder does not request that the “hold-the-offering price rule” apply to determine the issue price of the Bonds, the following two paragraphs shall apply:

- a. The City shall treat the first price at which 10% of a maturity of the Bonds (the “10% Test”) is sold to the public as the issue price of that maturity, applied on a maturity-by-maturity basis. The winning bidder shall advise the City if any maturity of the Bonds satisfies the 10% Test as of the date and time of the award of the Bonds; and
- b. Until the 10% Test has been satisfied as to each maturity of the Bonds, the winning bidder agrees to promptly report to the City the prices at which the unsold Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the closing date has occurred, until the 10% Test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold.

If the winning bidder does request that the “hold-the-offering price rule” apply to determine the issue price of the Bonds, then following three paragraphs shall apply:

- a. The winning bidder, in consultation with the City, may determine to treat (i) pursuant to the 10% Test, the first price at which 10% of a maturity of the Bonds is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity (the “hold-the-offering price rule”), in each case applied on a maturity-by-maturity basis. The winning bidder shall advise the City if any maturity of the Bonds satisfies the 10% Test as of the date and time of the award of the Bonds. The winning bidder shall promptly advise the City, at or before the time of award of the Bonds, which maturities of the Bonds shall be subject to the 10% Test or shall be subject to the hold-the-offering price rule or both.
- b. By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Bonds to the public on or before the date of the award at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder, and (ii) if the hold-the-offering-price rule applies, agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:
 - a. the close of the fifth (5th) business day after the sale date; or
 - b. the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public;

The winning bidder shall promptly advise the City when the underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

- c. The City acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its

corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

By submitting a bid, each bidder confirms that:

- a. any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (i) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% Test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (ii) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires; and
- b. any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement, as applicable, to (i) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% Test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (ii) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of establishing issue price. Further, for purposes of this Notice of Sale:

- a. “public” means any person other than an underwriter or a related party,
- b. “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public);
- c. a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are

partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

- d. “sale date” means the date that the Bonds are awarded by the City to the winning bidder.

LEGAL OPINION: Bids shall be conditioned upon the approving opinion of Miller, Canfield, Paddock and Stone, P.L.C., attorneys of Lansing and Detroit, Michigan. The opinion will be furnished without expense to the purchaser of the Bonds at the delivery thereof. The fees of Miller, Canfield, Paddock and Stone, P.L.C., for services rendered in connection with such approving opinion are expected to be paid from Bond proceeds. Except to the extent necessary to issue its approving opinion as to the validity of the Bonds, Miller, Canfield, Paddock and Stone, P.L.C. has not been requested to examine or review and has not examined or reviewed any financial documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the Bonds, and accordingly will not express any opinion with respect to the accuracy or completeness of any such financial documents, statements or materials.

DELIVERY OF BONDS: The City will furnish executed Bonds to be delivered at its expense to an authorized agent of DTC or such other place to be agreed upon. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the Bonds, will be delivered at the time of delivery of the Bonds. If the Bonds are not tendered for delivery by twelve o'clock noon, Eastern Time, on the 45th day following the date of sale, or the first business day thereafter if the 45th day is not a business day, the successful bidder may on that day, or any time thereafter until delivery of the Bonds, withdraw its proposal by serving notice of cancellation, in writing, on the undersigned in which event the City shall promptly return the good faith deposit. Payment for the Bonds shall be made in immediately available funds.

BOND INSURANCE AT PURCHASER'S OPTION: If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the bidder/purchaser, the purchase of any such insurance policy or the issuance of any such commitment shall be at the option and expense of the purchaser of the Bonds. Any increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the purchaser, except that, if the City has requested and received a rating on the Bonds from a rating agency, the City will pay for the requested rating. Any other rating agency fees shall be the responsibility of the purchaser of the insurance. **FAILURE OF THE MUNICIPAL BOND INSURER TO ISSUE THE POLICY AFTER THE BONDS HAVE BEEN AWARDED TO THE PURCHASER SHALL NOT CONSTITUTE CAUSE FOR FAILURE OR REFUSAL BY THE PURCHASER TO ACCEPT DELIVERY OF THE BONDS FROM THE CITY.**

CUSIP NUMBERS: It is anticipated that CUSIP numbers will be printed on the Bonds, but neither the failure to print CUSIP numbers nor any improperly printed CUSIP numbers shall be cause for the purchaser of the Bonds to refuse to take delivery of and pay for the Bonds. Application for CUSIP numbers will be made by PFM Financial Advisors LLC, municipal

advisor to the City. The CUSIP Service Bureau's charge for the assignment of CUSIP identification numbers shall be paid by the purchaser of the Bonds.

OFFICIAL STATEMENT: A preliminary Official Statement that the City deems to be final as of its date, except for the omission of information permitted to be omitted by Rule 15c2-12 of the Securities and Exchange Commission, has been prepared and may be obtained from PFM Financial Advisors LLC, municipal advisor to the City, at the address and telephone listed under MUNICIPAL ADVISOR below. PFM Financial Advisors LLC will provide the winning bidder with a final Official Statements in electric only format at no cost to the purchaser within 7 business days from the date of sale to permit the purchaser to comply with Securities and Exchange Commission Rule 15c2-12.

CONTINUING DISCLOSURE: As described more fully in the Official Statement, the City will execute and deliver prior to delivery of the Bonds a written continuing disclosure undertaking in order to enable the underwriters of the Bonds to comply with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

MUNICIPAL ADVISOR: Further information relating to the Bonds may be obtained from PFM Financial Advisors LLC, 555 Briarwood Circle, Suite 333, Ann Arbor, Michigan 48108. Telephone (734) 994-9700. Fax (734) 994-9710.

In submitting a bid for the Bonds, the bidder represents that it is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, Act 517 of the Public Acts of Michigan of 2012.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

ENVELOPES containing the bids should be plainly marked "Proposal for Refunding Bonds."

Angela Bennett, Finance Director
City of Lansing, Michigan

13. Award of Sale of Bonds at Competitive Sale. The Finance Director is hereby authorized on behalf of the City, subject to the provisions and limitations of this Resolution, to award sale of the Bonds to the bidder whose bid meets the requirements of law and which produces the lowest true interest cost to the City computed in accordance with the terms of the Notice of Sale as published. If fewer than three (3) bids are received from underwriters (as defined by the Internal Revenue Code) at the time set for competitive sale, the City may reject all bids and carry out a negotiated sale to comply with the regulations of Treas. Reg. § 1.148-1(f).

14. Negotiated Sale of Bonds. If in light of current market conditions a negotiated sale would present advantages and opportunities to select and adjust terms for the Bonds, to allow more flexibility in accessing the municipal bond market, and to price and sell the Bonds at the time that is expected to best achieve the most advantageous interest rates and costs to the City and the most favorable price for purchase of securities to be escrowed for payment of the Prior Bonds to be refunded, then based on the advice of the Municipal Advisor the Finance Director is hereby authorized on behalf of the City to conduct and pursue a negotiated sale of the Bonds. In the event that a negotiated sale is pursued, then the Finance Director is authorized to select an underwriter or placement agent for the Bonds in consultation with the Municipal Advisor or circulate a request for quotes from financial institutions. The Finance Director is authorized to negotiate and execute a bond purchase agreement with an underwriter, financial institution, or other investor, and take all other necessary actions required to effectuate the negotiated sale and delivery of the Bonds within the parameters authorized in this Resolution.

By adoption of this resolution the City assumes no obligations or liability to the underwriter of the Bonds for any loss or damage that may result to the underwriter of the Bonds from the adoption of this resolution, and all costs and expenses incurred by the underwriter of the Bonds in preparing for sale of the Bonds shall be paid from the proceeds of the Bonds, if the Bonds are issued, except as may be otherwise provided in the purchase agreement or other acceptance of an offer to purchase the Bonds or placement agreement to be signed by the City at the time of sale of the Bonds.

15. Sale Parameters. The Bonds shall only be sold if there shall be net present value savings of at least 2.00%. The Bonds shall bear interest at a rate or rates not exceeding 5.00% per annum and the true interest cost shall not exceed 5.00%. The purchase price for the Bonds, exclusive of any original issue discount or premium, shall not be less than 99.00% or more than 105% of the principal amount of the Bonds plus accrued interest if any. In making such determinations the City is authorized to rely upon data and computer runs provided by the Municipal Advisor.

The authorization to the Finance Director to sell the Bonds includes, but is not limited to, determination of original principal amount of the Bonds; the prices at which the Bonds are sold; the date of the Bonds; the schedule of principal maturities and whether the Bonds shall mature serially or as term bonds; the provisions for optional and mandatory redemption of term bonds, if any; the interest rates and payment dates of the Bonds, application of the proceeds of the Bonds; selection of the portion of the Prior Bonds to be refunded; transfer of balances, if any, from the debt retirement fund for the Prior Bonds to the Escrow Fund; and purchase of securities for the Escrow Fund. Approval of the matters delegated to the Finance Director under this Resolution

may be evidenced by execution of a certificate awarding sale of the Bonds, bond purchase agreement or other document agreeing to sell the Bonds, or the final Official Statement.

16. Final Official Statement; Continuing Disclosure. After sale of the Bonds, the Finance Director is authorized to prepare, execute and deliver a final Official Statement and to execute and deliver a written continuing disclosure agreement if necessary to enable the underwriter of the Bonds to comply with the requirements of Rule 15c2-12.

17. Verification Agent. The Finance Director is hereby authorized, at her discretion, to retain an independent certified public accountant to serve as verification agent to verify that the securities and cash to be deposited to the Escrow Fund will be sufficient to provide, at the times and in the amounts required, sufficient moneys to pay the principal of and interest on the Prior Bonds being refunded as they become due.

18. Other Actions. In the event that the Finance Director is not available to undertake responsibilities delegated to her under this resolution, then an officer of the City designated by the Finance Director is authorized to take such actions. The officers, administrators, agents and attorneys of the City are authorized and directed to take all other actions necessary and convenient to facilitate issuance and sale of the Bonds, and to execute and deliver all other agreements, documents and certificates and to take all other actions necessary or convenient in accordance with this resolution, and to pay costs of issuance including but not limited to municipal advisor fees, filing fees, rating agency fees, costs of printing the preliminary and final official statements, escrow trustee fees, transfer agent fees, verification agent fees, bond counsel fees, and any other costs necessary to accomplish sale and delivery of the Bonds.

19. Conflicting Resolutions. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of City of Lansing, State of Michigan, at a Regular meeting held on August 27, 2018 at 7:00 p.m. Eastern Time, and that the meeting was conducted and public notice of the meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of the meeting were kept and will be or have been made available as required by the Act 267.

I further certify that the following Members were present at the meeting: _____
_____ and that the following Members were absent:
_____.

I further certify that Member _____ moved for adoption of the resolution and that Member _____ supported the motion.

I further certify that the following Members voted for adoption of the resolution: _____
_____ and that the following Members voted against adoption of the resolution: _____.

City Clerk

**City of Lansing
Counties of Ingham and Eaton, State of Michigan**

**BOND AUTHORIZING RESOLUTION
2018 MICHIGAN TRANSPORTATION FUND BONDS
(LIMITED TAX GENERAL OBLIGATION)**

A RESOLUTION TO APPROVE:

- Issuance of up to \$1,725,000 of Michigan Transportation Fund Bonds to reconstruct and repair City streets;
- Bonds to be paid from revenues received by the City from the Michigan Transportation Fund;
- City pledges limited tax full faith, credit and resources as secondary security;
- Finance Director to sell Bonds within parameters of this Resolution without further Council action.

PREAMBLE

WHEREAS, the City Council of the City of Lansing, Counties of Ingham and Eaton, Michigan (the “City”) does hereby determine that it is necessary to reconstruct and repair City streets including related installation of sidewalk, curb and drainage improvements (the “Improvements”); and

WHEREAS, to finance costs of the Improvements, the City Council determines that it is necessary to borrow money and issue bonds as authorized by the provisions of Act 175, Public Acts of Michigan, 1952, as amended (“Act 175”); and

WHEREAS, the costs of the Improvements to be paid from bond proceeds is estimated to be \$1,725,000; and

WHEREAS, the Improvements are in accordance with the purposes enumerated in Section 13 of Act 51, Public Acts of Michigan, 1951 (“Act 51”); and

WHEREAS, Act 175 requires that when the governing body of any incorporated city shall determine to borrow money under the provisions of Act 175, they shall by resolution approved by a 2/3 majority of the members-elect of the governing body so declare, which resolution shall be published once in a daily or weekly newspaper of general circulation in the city before the same becomes effective, and which resolution shall briefly describe the contemplated project, the estimated cost thereof, and the amount, maximum rate of interest and maturity dates of the bonds to be issued and the form thereof;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council hereby determines to borrow the sum of not-to-exceed One Million Seven Hundred Twenty-Five Thousand Dollars (\$1,725,000) as finally determined by the Finance Director at the time of sale of the Bonds, and to issue bonds of the City pursuant to

the provisions of Act 175, to be designated as the 2018 MICHIGAN TRANSPORTATION FUND BONDS (LIMITED TAX GENERAL OBLIGATION) (the “Bonds”), for the purpose of providing funds to pay costs of the Improvements.

The principal amount of Bonds issued is limited so that the annual debt service requirements on all of the City’s outstanding Michigan Transportation Fund Bonds shall not be in excess of 50% of the revenues received by the City from the Michigan Transportation Fund pursuant to Act 51 in the year preceding this contemplated borrowing, in compliance with the requirements specified in Section 4 of Act 175. The estimated cost of the Improvements is not-to-exceed \$1,725,000.

2. The Bonds shall mature as serial bonds or term bonds on the dates and in the amounts as shall be determined by the Finance Director at the time of sale of the Bonds provided that the Bonds will mature in annual installments not to exceed six (6) in number on May 1 of each year beginning May 1, 2020. The Bonds shall bear interest at a rate or rates not exceeding 4.00% per annum as determined at the time of sale of the Bonds.

The Bonds shall consist of bonds registered as to principal and interest of the denominations of any multiple of \$5,000 not exceeding for each maturity the maximum principal amount of the Bonds of that maturity, and numbered consecutively in order of registration or transfer. Principal of and interest on the Bonds will be payable in the manner set forth in the form of Bond shown in this resolution; provided that the date of determination of the registered owner for purposes of payment of interest may be changed by the City to conform to market practice in the future.

The Finance Director is hereby authorized and directed to designate as bond registrar, paying agent and transfer agent (the “Transfer Agent”), a bank or trust company located in the State of Michigan and qualified to carry out such duties under the laws of the State of Michigan. The City may designate a new Transfer Agent by notice mailed to the registered owner of each of the Bonds at such time outstanding not less than sixty (60) days prior to an interest payment date. The Finance Director is hereby authorized to execute an agreement with the Transfer Agent on behalf of the City.

The Bonds may be issued in book-entry only form through The Depository Trust Company in New York, New York (“DTC”) and the Finance Director is authorized to execute such custodial or other agreement with DTC as may be necessary to accomplish the issuance of the Bonds in book-entry only form, and to make such changes in the form of the Bonds within the parameters of this resolution as may be required to accomplish the foregoing. Notwithstanding the foregoing, if the Bonds are held in book-entry form by DTC, payment shall be made in the manner prescribed by DTC.

Any bond may be transferred upon the books required to be kept pursuant to this section by the person in whose name it is registered, in person or by the registered owner’s duly authorized attorney, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any bond or bonds shall be surrendered for transfer, the City shall execute and the Transfer Agent shall authenticate, if necessary, and deliver a new bond or bonds, in like

aggregate principal amount. The Transfer Agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

The Bonds shall not be subject to optional redemption prior to maturity. If term bonds are issued, the Bonds shall be subject to mandatory redemption prior to maturity as determined at the time of sale of the Bonds. Unless waived by the registered owner of any bonds to be redeemed, official notice of redemption shall be given by the Transfer Agent on behalf of the City and shall conform to the requirements set forth in the form of Bond. Such notice shall be dated and shall contain at a minimum the following information: original issue date; maturity dates; interest rates; CUSIP numbers, if any; certificate numbers (and in the case of partial redemption) the called amounts of each certificate; the redemption date; the redemption price or premium; the place where bonds called for redemption are to be surrendered for payment; and that interest on bonds or portions thereof called for redemption shall cease to accrue from and after the redemption date.

In addition, further notice shall be given by the Transfer Agent in such manner as may be required or suggested by regulations or market practice at the applicable time, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed herein.

3. The Bonds shall be executed in the name of the City with manual or the facsimile signatures of the Mayor and the City Clerk and shall have the City's seal or a facsimile thereof affixed thereto or imprinted thereon. If the Bonds are signed by the facsimile signatures of both the Mayor and the City Clerk, then no Bond of this series shall be valid until authenticated by an authorized signature of the Transfer Agent. The Bonds shall be delivered either to the purchaser or to the Transfer Agent who shall authenticate them and deliver them to the purchaser in accordance with instructions from the Finance Director upon payment of the purchase price for the Bonds in accordance with the bid therefor when accepted. Executed blank bonds for registration and issuance to transferees shall simultaneously, and from time to time thereafter as necessary, be delivered to the Transfer Agent for safekeeping.

4. To provide moneys to pay the principal of and interest on the Bonds and in accordance with the provisions of Act 175, there is hereby made an irrevocable appropriation of the amount necessary to pay the principal of and interest on the Bonds from the moneys to be derived from State-collected taxes returned to the City for highway purposes, pursuant to law. Pursuant to Act 175, and as additional security for the prompt payment of the principal of and interest on the Bonds, there is hereby irrevocably pledged the limited tax full faith and credit of the City, and in the event of insufficiency of funds primarily pledged to the payment thereof, the City covenants and agrees to provide for such insufficiency from such resources as are lawfully available to it.

5. The Finance Director or City Treasurer is directed, each year that any of the principal of and interest on the Bonds remains unpaid, to set aside in a separate depository account, to be designated 2018 MICHIGAN TRANSPORTATION FUND BONDS DEBT RETIREMENT FUND (the "Debt Retirement Fund"), sufficient moneys from revenues received

during such year from the Michigan Transportation Fund pursuant to law to pay the principal of and interest on the Bonds next maturing. The Debt Retirement Fund may be pooled or combined with other debt retirement funds for issues of bonds of like character as provided by the Revised Municipal Finance Act, Act 34, Public Acts of Michigan, 2001, as amended, or other state law.

In the event a deposit of trust is made of cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional or mandatory redemption, the principal of, premium, if any, and interest on the Bonds, this Resolution shall be defeased and the owners of the Bonds shall have no further rights under this Resolution except to receive payment of the principal of, premium, if any, and interest of the Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.

6. The Finance Director or City Treasurer is further directed to open a separate account, to be designated 2018 MICHIGAN TRANSPORTATION FUND BONDS CONSTRUCTION FUND (the “the Construction Fund”) into which the proceeds of the Bonds, less accrued interest and premium, if any, shall be deposited, which account shall be used to pay costs of constructing the Improvements and of issuing the Bonds. Any funds remaining in the Construction Fund after completion of the Improvements may be used for other street improvements or for any other purpose permitted by law.

7. The Bonds shall be in substantially the following form with such changes as may be necessary to conform the Bonds to the final terms of sale:

[FORM OF BOND TO BE COMPLETED AFTER BOND SALE]

United States of America
State of Michigan
Counties of Ingham and Eaton

CITY OF LANSING
2018 MICHIGAN TRANSPORTATION FUND BOND
(LIMITED TAX GENERAL OBLIGATION)

Interest Rate	Date of Maturity	Date of Original Issue	CUSIP
Registered Owner:			
Principal Amount:			

The CITY OF LANSING, Counties of Ingham and Eaton, State of Michigan (the “City”), acknowledges itself to owe and for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, on the Date of Maturity specified above, [unless prepaid prior thereto as hereinafter provided,] with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on [date] and semiannually thereafter. Principal of this bond is payable at the designated corporate trust office of [transfer agent], [city], Michigan, or such other transfer agent as the City may hereafter designate by notice mailed to the registered owner of record not less than sixty (60) days prior to any interest payment date (the “Transfer Agent”). Interest on this bond is payable by check or draft mailed by the Transfer Agent to the person or entity who or which is as of the fifteenth (15th) day of the month prior to each interest payment date, the registered owner of record, at the registered address.

This bond is one of a series of bonds of even Date of Original Issue aggregating the principal sum of \$1,725,000, issued for the purpose of defraying part of the cost to reconstruct and repair City streets including related installation of sidewalk, curb and drainage improvements in the City in accordance with a resolution adopted by a 2/3 majority of the members-elect of the City Council of the City on [date], 2018, and pursuant to the provisions of Act 175, Public Acts of Michigan, 1952, as amended.

This bond and the interest thereon are payable from the proceeds of State-collected taxes returned to the City for road purposes pursuant to law (the “Funds”) or in case of insufficiency of the Funds, out of the general funds of the City including collections of ad valorem taxes on taxable property which the City may be authorized to levy, subject to applicable constitutional, statutory, and charter tax rate limitations, and the resolution authorizing the bonds contains an irrevocable appropriation of the amount necessary to pay the principal of and interest on the bonds of this issue from moneys derived from the Funds which have not been theretofore specifically allocated and pledged for the payment of indebtedness. The City has reserved the right to issue additional bonds of equal standing and priority of lien as to the Funds with the bonds of this issue within the limitations prescribed by law.

This bond is not a general obligation of the State of Michigan.

Bonds of this issue are not subject to optional redemption prior to maturity.

[Insert mandatory redemption provisions if term bonds are issued].

Any bond may be transferred by the person in whose name it is registered, in person or by the Registered Owner's duly authorized attorney or legal representative, upon surrender of the bond to the Transfer Agent for cancellation, together with a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any bond is surrendered for transfer, the Transfer Agent shall authenticate and deliver a new bond or bonds, in like aggregate principal amount, interest rate and maturity. The Transfer Agent shall require the bondholder requesting the transfer to pay any tax or other governmental charge required to be paid with respect to the transfer.

It is hereby certified and recited that all acts, conditions and things required by law to be done, exist and happen, precedent to and in the issuance of this bond and the series of bonds of which this is one, in order to make them valid and binding obligations of the City have been done, exist and have happened in regular and due form and time as provided by law, and that the total indebtedness of the City, including this bond and the series of bonds of which this is one, does not exceed any constitutional, statutory, or charter debt limitation.

This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this bond has been executed by the Transfer Agent.

IN WITNESS WHEREOF, the City, by its Council, has caused this bond to be signed in the name of the City [by] / [with the facsimile signatures of] its Mayor and its City Clerk and the City seal or a facsimile thereof to be affixed hereto or imprinted hereon, all as of the Date of Original Issue.

CITY OF LANSING

By [definitive bond to be signed]
Mayor

(Seal)

Countersigned:

By [definitive bond to be signed]
City Clerk

[Insert standard forms of certificate of authentication
and assignment at end of bond.]

8. The plans and estimates of cost of the Improvements are hereby approved and adopted. The period of usefulness of the Improvements is estimated to be not less than five (5) years.

9. This resolution shall be published once in a daily or weekly newspaper of general circulation in the City which complies with the requirements of Act No. 247, Public Acts of Michigan, 1963, before this resolution becomes effective.

10. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the City Council of the City of Lansing, Counties of Ingham and Eaton, Michigan at a Regular meeting held on Monday, August 27, 2018 at 7:00 o'clock p.m. Eastern Time, and that the meeting was conducted and public notice of the meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of the meeting were kept and will be or have been made available as required by the Act 267.

I further certify that Notice of the meeting was posted pursuant to the requirements of Section 308, Act 34, Public Acts of Michigan, 2001, as amended, not less than 18 hours prior to the meeting, in the form attached to this resolution as Exhibit A.

I further certify that the following Members were present at the meeting:

_____ and that the following Members were absent: _____
_____.

I further certify that Member _____ moved for adoption of the resolution and that Member _____ supported the motion.

I further certify that the following Members voted for adoption of the resolution and that the following members comprise a two-thirds (2/3) majority of the members elect of the City Council: _____
_____.

The following Members voted against adoption of the resolution: _____
_____.

City Clerk

EXHIBIT A

MEETING NOTICE

City Council of the City of Lansing
Counties of Ingham and Eaton, State of Michigan

At the Regular meeting of the City Council of the City of Lansing, Michigan to be held on Monday, August 27, 2018 at 7:00 o'clock p.m. Eastern Time, at the City Council Chambers located at 124 West Michigan Ave., 10th Floor, Lansing, Michigan, the Council will discuss the issuance of 2018 MICHIGAN TRANSPORTATION FUND BONDS which will contain a limited tax full faith and credit pledge of the City.

The City plans to make all payments on the bond issue from State-collected taxes returned to the City for road purposes.

THIS NOTICE is given pursuant to the requirements of Section 308, Act 34, Public Acts of Michigan, 2001, as amended.

Chris Swope
City Clerk

**City of Lansing
Counties of Ingham and Eaton, State of Michigan**

**RESOLUTION AUTHORIZING SALE OF
2018 MICHIGAN TRANSPORTATION FUND BONDS
(LIMITED TAX GENERAL OBLIGATION)**

A RESOLUTION TO APPROVE:

- Publication of Notice of Sale for the 2018 Michigan Transportation Fund Bonds;
- Finance Director to sell Bonds within parameters of this Resolution without further Council action.

WHEREAS, the City Council of the City of Lansing, Counties of Ingham and Eaton, Michigan (the “City”) has adopted a resolution authorizing issuance of the City’s 2018 Michigan Transportation Fund Bonds (Limited Tax General Obligation) (the “Bonds”) pursuant to the provisions of Act 175, Public Acts of Michigan, 1952, as amended (“Act 175”); and

WHEREAS, PFM Financial Advisors LLC (the “Municipal Advisor”) has advised the City to sell the Bonds by competitive sale; and

WHEREAS, the City Council wishes to approve the form of Notice of Sale and authorize the Finance Director of the City to sell and deliver and receive payment for the Bonds without the necessity of the City Council taking further action.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Municipal Advisor. The City requests PFM Financial Advisors LLC to continue as Municipal Advisor to the City to assist in preparation and planning for the sale of the Bonds.
2. Bond Ratings; Bond Insurance. The Finance Director is hereby authorized to apply for bond ratings from such municipal bond rating agencies as deemed appropriate, in consultation with the Municipal Advisor, and, if the Municipal Advisor recommends that the City consider purchase of municipal bond insurance, then the Finance Director is hereby authorized and directed to negotiate with insurers regarding acquisition of municipal bond insurance, and, in consultation with the Municipal Advisor, to select an insurer and determine which Bonds, if any, shall be insured.
3. Preliminary Official Statement. The Finance Director is authorized to approve circulation of a Preliminary Official Statement describing the Bonds and to deem such Preliminary Official Statement “final” for purposes of compliance with Securities and Exchange Commission Rule 15c2-12 (“Rule 15c2-12”).
4. Competitive Sale of Bonds. Based on the advice of the Municipal Advisor, the City intends to sell the Bonds by competitive sale. The Finance Director is authorized to fix a date for sale of the Bonds in consultation with the Municipal Advisor, and to approve publication of a Notice of Sale of the Bonds (the “Notice of Sale”) in *The Bond Buyer*, New York, New

York, or such other newspaper as may fulfill the requirements of the Revised Municipal Finance Act. The Notice of Sale for the Bonds shall be in substantially the following form, with such revisions as the Finance Director may determine to be in the best interests of the City in consultation with the Municipal Advisor and Bond Counsel.

OFFICIAL NOTICE OF SALE

\$1,725,000

*(Subject to adjustment as described below)

CITY OF LANSING

Counties of Ingham and Eaton, State of Michigan
2018 MICHIGAN TRANSPORTATION FUND BONDS
(GENERAL OBLIGATION LIMITED TAX)

BID OPENING: Bids for the purchase of the above bonds (the “Bonds”) will be publicly opened and read by an agent of the City of Lansing on [date], until [time] Eastern Time.

SEALED BIDS for the purchase of the Bonds will be received at the office of the Municipal Advisory Council of Michigan, Buhl Building - 535 Griswold, Suite 1850, Detroit, Michigan 48226-3699 or at the Finance Department located on the 8th floor of the Lansing City Hall, 124 W. Michigan Ave., Lansing, Michigan 48933.

FAXED BIDS, signed by the bidder, may be submitted by members of the Municipal Advisory Council of Michigan to MAC at fax number (313) 963-0943 or by any bidder to the City at fax (517) 483-4524, Attention: Finance Director; provided that faxed bids must arrive before the time of sale and the bidder bears all risks of transmission failure.

ELECTRONIC BIDS: Electronic bids will be received by Bidcomp/Parity as agent of the undersigned. Further information about Bidcomp/Parity, including any fee charged, may be obtained from Bidcomp/Parity, Anthony Leyden or Client Services, 1359 Broadway, Second Floor, New York, New York 10018, (212) 849-5021. If any provision of this Official Notice of Sale shall conflict with information provided by Bidcomp/Parity, as the approved provider of electronic bidding services, this Official Notice of Sale shall control. No change of the dated date will be allowed for the computation of the winning bid.

Bidders may choose any means or location to present bids but a bidder may not present a bid by more than one means or at more than one location. The City will award or reject bids on the date of the bid opening.

BOND DETAILS: The Bonds will be registered bonds of the denomination of \$5,000 or integral multiples thereof up to the amount of that maturity, originally dated as of the date of delivery thereof (currently anticipated to be [date]), and will bear interest from their date payable on May 1, 2019, and semiannually thereafter. The Bonds will mature on May 1 of each year, as follows:

	PRINCIPAL
YEAR	AMOUNT
2020	
2021	
2022	

ADJUSTMENT OF TOTAL PAR AMOUNT OF BONDS AND PRINCIPAL MATURITIES:

The aggregate principal amount of this issue as shown in this Notice of Sale is believed to be the amount necessary to provide adequate funds for the project and to pay transactional costs. The City reserves the right to increase or decrease the aggregate principal amount of the bonds after receipt of the bids and prior to final award. Such adjustment, if necessary, will be made in increments of \$5,000, and may be made in any maturity. The purchase price of the bonds will be adjusted proportionately to the increase or decrease in issue size, but the interest rates specified by the successful bidder for all maturities will not change. The successful bidder may not withdraw its bid as a result of any changes made within these limits.

ADJUSTMENT TO PURCHASE PRICE: Should any adjustment to the aggregate principal amount of the Bonds be made by the City, the purchase price of the Bonds will be adjusted by the City proportionally to the adjustment in principal amount of the Bonds. The adjusted purchase price will reflect changes in the dollar amount of the underwriter's discount and original issue discount/premium, if any, but will not change the per-bond underwriter's discount as calculated from the bid and initial reoffering prices.

INTEREST RATE AND BIDDING DETAILS: The Bonds shall bear interest at a rate or rates not exceeding 4.00% per annum, to be fixed by the bids therefor, expressed in multiples of 1/8 or 1/20 of 1%, or both. The interest on any one Bond shall be at one rate only and all Bonds maturing in any one year must carry the same interest rate. The difference between the highest and lowest interest rate on the Bonds shall not exceed 2.00% per annum. THE INTEREST RATE BORNE BY BONDS MATURING IN ANY ONE YEAR SHALL NOT BE LESS THAN THE INTEREST RATE BORNE BY BONDS MATURING IN THE RESPECTIVE PRECEDING YEAR. No proposal for the purchase of less than all of the bonds or at a price less than 99% or more than 105% of their par value will be considered. In submitting a bid for the Bonds, the bidder agrees to the representation of the City by Miller, Canfield, Paddock and Stone, P.L.C. as bond counsel.

NO OPTIONAL REDEMPTION: The Bonds shall not be subject to redemption prior to maturity at the option of the City.

TERM BOND OPTION: Bidders shall have the option of designating the Bonds as term bonds or serial bonds or both. The bid must designate whether each of the principal amounts shown above represent a serial maturity or a mandatory redemption requirement for a term bond maturity. In any event, the above principal amount schedule shall be represented by either serial bond maturities or mandatory redemption requirements, or a combination of both. Any such designation must be made within 1 hour of sale.

If the term bond option is selected, then the principal amount of the term bonds of a maturity to be redeemed on the dates set forth above may be reduced by the principal amount of the term bonds of the same maturity which have been previously redeemed or called for redemption (other than as a result of a mandatory redemption) or purchased or acquired by the City and delivered to the transfer agent. The City may satisfy mandatory redemption requirements by the purchase and surrender of term bonds in lieu of the calling of such term bonds for redemption.

Notice of redemption of any bond or portion thereof shall be given by the transfer agent at least thirty (30) days prior to the date fixed for redemption by mail to the registered owner at the registered address shown on the registration books kept by the transfer agent. No further interest on a bond or portion thereof called for redemption shall accrue after the date fixed for redemption, whether presented for redemption or not, provided funds are on hand with the transfer agent to redeem the bond or portion thereof. In case less than the full amount of an outstanding bond is called for redemption, the transfer agent, upon presentation of the bond called for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

AWARD OF BONDS - TRUE INTEREST COST: The Bonds will be awarded to the bidder whose bid produces the lowest true interest cost determined in the following manner: the lowest true interest cost will be the single interest rate (compounded on May 1, 2019 and semi-annually thereafter) necessary to discount the debt service payments from their respective payment date to [date] in an amount equal to the price bid. [Date] is the anticipated date of delivery of the Bonds. In the event there is an election to exercise the Term Bond option, true interest cost shall be calculated by applying the interest rate of such Term Bonds to each mandatory sinking fund redemption for such Term Bonds.

BOOK-ENTRY-ONLY OPTION: At the option of the purchaser of the Bonds, the Bonds will be issued in book-entry-only form as one fully registered Bond per maturity and will be registered in the name of Cede & Co., as bondholder and nominee for The Depository Trust Company ("DTC"), New York, New York. If this option is selected, then an authorized agent of DTC will act as securities depository for the Bonds, purchase of the Bonds will be made in book-entry only form, in the denomination of \$5,000 or any integral multiple of \$5,000, and bondholders will not receive certificates representing their interest in Bonds purchased. The book-entry-only system is described further in the preliminary Official Statement for the Bonds. It will be the responsibility of the purchaser to obtain DTC eligibility. Failure of the purchaser to obtain DTC eligibility shall not constitute cause for a failure or refusal by the purchaser to accept delivery of and pay for the Bonds.

TRANSFER AGENT AND REGISTRATION: Principal and interest shall be payable to the registered owner of the Bonds at the designated office of a bank or trust company qualified to carry out such duties under the laws of the State of Michigan to be designated as transfer agent by the City. If the purchaser chooses the book-entry-only option, then as long as The Depository Trust Company or its nominee, Cede & Co., is the bondholder, payments will be made directly to DTC. Disbursement of such payments to the DTC Participants is the responsibility of DTC and disbursement of such payments to the beneficial owners of the Bonds is the responsibility of the DTC Participants and Indirect Participants as described in the preliminary official statement for the Bonds. Interest shall be paid by check or draft mailed to the registered owner of record as shown on the registration books kept by the transfer agent as of the 15th day of the month prior to an interest payment date. The Bonds will be transferred only upon the registration books of the City kept by the transfer agent.

PURPOSE AND SECURITY: The bonds are to be issued pursuant to the provisions of Act 175, Public Acts of Michigan, 1952, as amended, for the purpose of defraying costs to reconstruct and repair City streets including related installation of sidewalk, curb and drainage improvements in

the City, and are issued in anticipation of Michigan Transportation Fund payments from the State of Michigan to be received by the City. The bonds, however, are not general obligations of the State of Michigan. The bonds will pledge the limited tax full faith and credit of the City as additional security for payments of the principal and interest thereon. If the payments from the Michigan Transportation Fund are insufficient to pay the principal of and interest on the bonds and the outstanding bonds, then the City is obligated to make such payments as a first budget obligation from its general funds, including any collections of ad valorem taxes it may be authorized to levy, but the ability of the City to levy such taxes is subject to constitutional, statutory and charter limitations. The City has the right to issue additional bonds payable from Michigan Transportation Fund payments within the limitations prescribed by law. The rights or remedies of bondholders may be affected by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principles of equity including those relating to equitable subordination.

GOOD FAITH: A good faith deposit in the form of a certified or cashier's check drawn upon an incorporated bank or trust company, or wire transfer, in the amount of [\$amount] payable to the order of the City Treasurer, will be required of the successful bidder. **THE SUCCESSFUL BIDDER IS REQUIRED TO SUBMIT ITS GOOD FAITH DEPOSIT TO THE CITY AS INSTRUCTED BY THE CITY OR THE MUNICIPAL ADVISOR NOT LATER THAN NOON, EASTERN TIME, ON THE NEXT BUSINESS DAY FOLLOWING THE SALE.** The good faith deposit will be applied to the purchase price of the Bonds. In the event the purchaser fails to honor its accepted bid, the good faith deposit will be retained by the City. No interest shall be allowed on the good faith check. The good faith check of the successful bidder will be cashed and payment for the balance of the purchase price of the Bonds shall be made at the closing.

TAX MATTERS: In the opinion of Miller, Canfield, Paddock and Stone, P.L.C., bond counsel, under existing law, assuming compliance with certain covenants and the issue price rules set forth below, interest on the Bonds is excludable from gross income for federal income tax purposes as described in the opinion, and the Bonds and interest thereon are exempt from all taxation by the State of Michigan or by any taxing authority within the State of Michigan except inheritance and estate taxes and taxes on gains realized from the sale, payment or other disposition thereof.

NOT BANK QUALIFIED: The Bonds have **not** been designated as qualified tax exempt obligations for purposes of deduction of interest expense by financial institutions pursuant to the Internal Revenue Code.

ISSUE PRICE: The winning bidder will be required to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached either as Appendix [no.] or [no.] of the preliminary Official Statement, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City and Bond Counsel.

The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the “Competitive Sale Requirements”) because:

- a. the City is disseminating this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- b. all bidders shall have an equal opportunity to bid;
- c. the City anticipates receiving bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- d. the City anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the lowest true interest cost, as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

In the event that all of the Competitive Sale Requirements are not satisfied, the City shall so advise the winning bidder. The City will not require bidders to comply with the “hold-the-offering price rule,” and therefore does not intend to use the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity, though the winning bidder, in consultation with the City, may elect to apply the “hold-the-offering price rule” (as described below). Bids will not be subject to cancellation in the event the Competitive Sale Requirements are not satisfied. Unless a bidder intends to apply the “hold-the-offering price rule” (as described below), bidders should prepare their bids on the assumption that all of the maturities of the Bonds will be subject to the 10% Test (as described below). The winning bidder must notify the City of its intention to apply either the “hold-the-price rule” or the 10% Test at or prior to the time the Bonds are awarded.

If the winning bidder does not request that the “hold-the-offering price rule” apply to determine the issue price of the Bonds, the following two paragraphs shall apply:

- a. The City shall treat the first price at which 10% of a maturity of the Bonds (the “10% Test”) is sold to the public as the issue price of that maturity, applied on a maturity-by-maturity basis. The winning bidder shall advise the City if any maturity of the Bonds satisfies the 10% Test as of the date and time of the award of the Bonds; and
- b. Until the 10% Test has been satisfied as to each maturity of the Bonds, the winning bidder agrees to promptly report to the City the prices at which the unsold Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the closing date has occurred, until the 10% Test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold.

If the winning bidder does request that the “hold-the-offering price rule” apply to determine the issue price of the Bonds, then following three paragraphs shall apply:

- a. The winning bidder, in consultation with the City, may determine to treat (i) pursuant to the 10% Test, the first price at which 10% of a maturity of the Bonds is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity (the “hold-the-offering price rule”), in each case applied on a maturity-by-maturity basis. The winning bidder shall advise the City if any maturity of the Bonds satisfies the 10% Test as of the date and time of the award of the Bonds. The winning bidder shall promptly advise the City, at or before the time of award of the Bonds, which maturities of the Bonds shall be subject to the 10% Test or shall be subject to the hold-the-offering price rule or both.
- b. By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Bonds to the public on or before the date of the award at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder, and (ii) if the hold-the-offering-price rule applies, agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:
 - a. the close of the fifth (5th) business day after the sale date; or
 - b. the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public;

The winning bidder shall promptly advise the City when the underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

- c. The City acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its

corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

By submitting a bid, each bidder confirms that:

- a. any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (i) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% Test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (ii) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires; and
- b. any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement, as applicable, to (i) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% Test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (ii) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of establishing issue price. Further, for purposes of this Notice of Sale:

- a. “public” means any person other than an underwriter or a related party,
- b. “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public);
- c. a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are

partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

- d. “sale date” means the date that the Bonds are awarded by the City to the winning bidder.

LEGAL OPINION: Bids shall be conditioned upon the approving opinion of Miller, Canfield, Paddock and Stone, P.L.C., attorneys of Lansing and Detroit, Michigan. The opinion will be furnished without expense to the purchaser of the Bonds at the delivery thereof. The fees of Miller, Canfield, Paddock and Stone, P.L.C., for services rendered in connection with such approving opinion are expected to be paid from Bond proceeds. Except to the extent necessary to issue its approving opinion as to the validity of the Bonds, Miller, Canfield, Paddock and Stone, P.L.C. has not been requested to examine or review and has not examined or reviewed any financial documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the Bonds, and accordingly will not express any opinion with respect to the accuracy or completeness of any such financial documents, statements or materials.

DELIVERY OF BONDS: The City will furnish executed Bonds to be delivered at its expense to an authorized agent of DTC or such other place to be agreed upon. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the Bonds, will be delivered at the time of delivery of the Bonds. If the Bonds are not tendered for delivery by twelve o’clock noon, Eastern Time, on the 45th day following the date of sale, or the first business day thereafter if the 45th day is not a business day, the successful bidder may on that day, or any time thereafter until delivery of the Bonds, withdraw its proposal by serving notice of cancellation, in writing, on the undersigned in which event the City shall promptly return the good faith deposit. Payment for the Bonds shall be made in immediately available funds.

BOND INSURANCE AT PURCHASER’S OPTION: If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the bidder/purchaser, the purchase of any such insurance policy or the issuance of any such commitment shall be at the option and expense of the purchaser of the Bonds. Any increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the purchaser, except that, if the City has requested and received a rating on the Bonds from a rating agency, the City will pay for the requested rating. Any other rating agency fees shall be the responsibility of the purchaser of the insurance. **FAILURE OF THE MUNICIPAL BOND INSURER TO ISSUE THE POLICY AFTER THE BONDS HAVE BEEN AWARDED TO THE PURCHASER SHALL NOT CONSTITUTE CAUSE FOR FAILURE OR REFUSAL BY THE PURCHASER TO ACCEPT DELIVERY OF THE BONDS FROM THE CITY.**

CUSIP NUMBERS: It is anticipated that CUSIP numbers will be printed on the Bonds, but neither the failure to print CUSIP numbers nor any improperly printed CUSIP numbers shall be cause for the purchaser of the Bonds to refuse to take delivery of and pay for the Bonds. Application for CUSIP numbers will be made by PFM Financial Advisors LLC, municipal

advisor to the City. The CUSIP Service Bureau's charge for the assignment of CUSIP identification numbers shall be paid by the purchaser of the Bonds.

OFFICIAL STATEMENT: A preliminary Official Statement that the City deems to be final as of its date, except for the omission of information permitted to be omitted by Rule 15c2-12 of the Securities and Exchange Commission, has been prepared and may be obtained from PFM Financial Advisors LLC, municipal advisor to the City, at the address and telephone listed under MUNICIPAL ADVISOR below. PFM Financial Advisors LLC will provide the winning bidder with a final Official Statements in electric only format at no cost to the purchaser within 7 business days from the date of sale to permit the purchaser to comply with Securities and Exchange Commission Rule 15c2-12.

CONTINUING DISCLOSURE: As described more fully in the Official Statement, the City will execute and deliver prior to delivery of the Bonds a written continuing disclosure undertaking in order to enable the underwriters of the Bonds to comply with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

MUNICIPAL ADVISOR: Further information relating to the Bonds may be obtained from PFM Financial Advisors LLC, 555 Briarwood Circle, Suite 333, Ann Arbor, Michigan 48108. Telephone (734) 994-9700. Fax (734) 994-9710.

In submitting a bid for the Bonds, the bidder represents that it is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, Act 517 of the Public Acts of Michigan of 2012.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

ENVELOPES containing the bids should be plainly marked "Proposal for Michigan Transportation Fund Bonds."

Angela Bennett, Finance Director
City of Lansing, Michigan

5. Award of Sale of Bonds at Competitive Sale. The Finance Director is hereby authorized on behalf of the City, subject to the provisions and limitations of this Resolution, to award sale of the Bonds to the bidder whose bid meets the requirements of law and which produces the lowest true interest cost to the City computed in accordance with the terms of the Notice of Sale as published. If fewer than three (3) bids are received from underwriters (as defined by the Internal Revenue Code) at the time set for competitive sale, the City may reject all bids and carry out a negotiated sale to comply with the regulations of Treas. Reg. § 1.148-1(f).

6. Negotiated Sale of Bonds. If in light of current market conditions a negotiated sale would present advantages and opportunities to select and adjust terms for the Bonds then based on the advice of the Municipal Advisor the Finance Director is hereby authorized on behalf of the City to conduct and pursue a negotiated sale of the Bonds. In the event that a negotiated sale is pursued, then the Finance Director is authorized in consultation with the Municipal Advisor to circulate a request for quotes from financial institutions and to take all other necessary actions required to effectuate the negotiated sale and delivery of the Bonds within the parameters authorized in this Resolution.

7. Sale Parameters. The Bonds shall bear interest at a rate or rates not exceeding 4.00% per annum and the true interest cost shall not exceed 4.00%. The purchase price for the Bonds, exclusive of any original issue discount or premium, shall not be less than 99.00% or more than 105% of the principal amount of the Bonds plus accrued interest if any. In making such determinations the City is authorized to rely upon data and computer runs provided by the Municipal Advisor.

The authorization to the Finance Director to sell the Bonds includes, but is not limited to, determination of the original principal amount of the Bonds, the prices at which the Bonds are sold; the date of the Bonds; the schedule of principal maturities and whether the Bonds shall mature serially or as term bonds; the provisions for optional and mandatory redemption of term bonds, if any and the interest rates and payment dates of the Bonds. Approval of the matters delegated to the Finance Director under this Resolution may be evidenced by execution of a certificate of award of sale of the Bonds or other document agreeing to sell the Bonds, or the final Official Statement.

8. Final Official Statement; Continuing Disclosure. After sale of the Bonds, the Finance Director is authorized to prepare, execute and deliver a final Official Statement and to execute and deliver a written continuing disclosure agreement if necessary to enable the underwriter of the Bonds to comply with the requirements of Rule 15c2-12.

9. Bond Counsel. The City hereby requests that Miller, Canfield, Paddock and Stone, P.L.C. continue to serve as the City's bond counsel notwithstanding representation by Miller, Canfield, in matters unrelated to the Bonds, of various underwriting firms and financial institutions which are potential purchasers of the Bonds.

10. Tax Matters. The City shall not invest, reinvest or accumulate any moneys deemed to be proceeds of the Bonds pursuant to the Internal Revenue Code of 1986, as amended (the "Code") in such a manner as to cause the Bonds to be "arbitrage bonds" within the meaning of the Code. The City hereby covenants that, to the extent permitted by law, it will take all

actions within its control and that it shall not fail to take any action as may be necessary to maintain the exemption of interest on the Bonds from gross income for federal income tax purposes, including but not limited to, actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of Bond proceeds and moneys deemed to be Bond proceeds, all as more fully set forth in the Non-Arbitrage and Tax Compliance Certificate to be delivered by the City on the date of delivery of the Bonds.

The City hereby makes the following declaration of intent for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:

(a) As of the date hereof, the City reasonably expects to reimburse itself with the proceeds of debt to be incurred by the City for costs of the Improvements that were or will be paid subsequent to sixty (60) days prior to the date hereof.

(b) The maximum principal amount of debt expected to be issued for the Improvements is \$1,725,000.

(c) The expenditures described above are “capital expenditures” as defined in Treasury Regulation § 1.150-1(b), which are any costs of a type which are properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Treas. Reg. § 1.150-2(c)) under general Federal income tax principles (as determined at the time the expenditure is paid).

11. Other Actions. In the event that the Finance Director is not available to undertake responsibilities delegated to her under this resolution, then an officer of the City designated by the Finance Director is authorized to take such actions. The officers, administrators, agents and attorneys of the City are authorized and directed to take all other actions necessary and convenient to facilitate issuance and sale of the Bonds, and to execute and deliver all other agreements, documents and certificates and to take all other actions necessary or convenient in accordance with this resolution, and to pay costs of issuance including but not limited to municipal advisor fees, filing fees, rating agency fees, costs of printing the preliminary and final official statements, transfer agent fees, bond counsel fees, and any other costs necessary to accomplish sale and delivery of the Bonds.

12. Conflicting Resolutions. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of City of Lansing, State of Michigan, at a Regular meeting held on August 27, 2018 at 7:00 p.m. Eastern Time, and that the meeting was conducted and public notice of the meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of the meeting were kept and will be or have been made available as required by the Act 267.

I further certify that the following Members were present at the meeting: _____
_____ and that the following Members were absent:
_____.

I further certify that Member _____ moved for adoption of the resolution and that Member _____ supported the motion.

I further certify that the following Members voted for adoption of the resolution: _____
_____ and that the following Members voted against adoption of the resolution: _____.

City Clerk

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, The Lansing Police Department (LPD) submitted a 100% Federally-funded multi-jurisdiction grant application (#2017-H2637-MI-DJ) to the Office of Justice Programs, U.S. Bureau of Justice Assistance for a four-year Justice Assistance Grant (JAG); and

WHEREAS, The LPD JAG application was endorsed by Ingham County, and was accepted by the Bureau of Justice Assistance (award # 2017-DJ-BX-0950); and

WHEREAS, The JAG grant is a cooperative plan with Ingham County; and

WHEREAS, The Bureau of Justice Assistance will award \$111,513.00 to be split \$101,260.00 to the City of Lansing and \$10,253.00 to the County of Ingham; and

WHEREAS, The federal award of \$111,513.00 requires no local match from any of the local agencies; and

WHEREAS, The JAG grant will fund items necessary to increase the law enforcement efficiencies and capabilities of the applicants. The JAG grant will introduce new technology and equipment, which is needed to advance the state of technology at the Lansing Police Department (\$101,260.00) and technology / equipment for the Ingham County Sheriff's Office (\$10,253.00);

NOW, THEREFORE, BE IT RESOLVED, The Lansing City Council approves acceptance of the multi-agency 2017 Justice Assistance Grant in the total amount of \$111,513.00 (requiring no local match) for the grant period beginning October 1, 2017 and ending September 30, 2020; and

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.

LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: ____08/13/2018____

GRANT NAME: JAG - 2017

DEPARTMENT: Lansing Police Department

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Randy Endsley - Phone: 517-483-4515

Email: Randy.Endsley@lansingmi.gov

APPLICATION DATE: 09/01/17

AWARD DATE: 06/26/18

FUND AMOUNT: \$111,513.00

CITY MATCH (IF APPLICABLE): NONE

GRANT CYCLE: ____10/01/2016 TO 09/30/2020____

Check One: Annual

One-Time

☒

FUND AMOUNT: \$111.513 (breakdown below should total this amount)

GOODS & SERVICES ____111,513____

PERSONNEL ____

CONSTRUCTION ____

LAND ____

OTHER ____

FUND ALLOCATIONS (Please describe the purpose of the grant and allowable uses):

FUND ALLOCATIONS (Please describe the purpose of the grant and allowable uses):

Grant will fund items necessary to increase the law enforcement efficiencies and capabilities of the applicants. The grant will introduce new technology and equipment which is needed to advance the state of technology at LPD (\$101,260), technology/equipment for the Ingham County Sheriff Department (\$10,253)

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 Fire Commissioners:

Frank J. Ferro as an At-Large Member for a term to expire June 30, 2022; and
David Keeney as a 2ND Ward Member for a term to expire June 30, 2022; and

Lansing Entertainment & Public Facilities Authority:

Price Dobernick as an At-Large Member for a term to expire June 30, 2021; 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 Fire Commissioners:

Frank J. Ferro as an At-Large Member for a term to expire June 30, 2022; and
David Keeney as a 2ND Ward Member for a term to expire June 30, 2022; and

Lansing Entertainment & Public Facilities Authority:

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

THIS ITEM NOT AVAILABLE AT TIME OF PRINT

RESOLUTION # _____

BY THE COMMITTEE OF THE WHOLE

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, commencing in 2007, the law firm of Clark Hill, PLC has assisted the City Attorney in providing legal assistance to the City's two retirement boards of trustees and on related pension matters; and

WHEREAS, since October 2008, Clark Hill's representative to the retirement boards' trustees has been Kenneth P. Lane; and

WHEREAS, in 2011, the Board of Trustees of the Police and Fire Retirement System passed a resolution of tribute in acknowledgement of Mr. Lane's services to the board; and

WHEREAS, Kenneth P. Lane has recently left Clark Hill, PLC to open his own firm, AML Group PLC; and

WHEREAS, Kenneth P. Lane has expressed willingness to continue to provide legal assistance to the City's Retirement Boards on behalf of the City Attorney's Office; and

WHEREAS, the City Attorney recommends and requests City Council approval of the law firm of AML Group PLC to assist the Office of the City Attorney as outside legal counsel;

NOW, THEREFORE, BE IT RESOLVED that pursuant to Charter Sec. 4-304.6, the City Council hereby approves the addition of AML Group PLC to the City Attorney's list of approved law firms.



RECEIVED
2018 AUG -8 PM 4:06
CITY OF LANSING
AFFIDAVIT OF DISCLOSURE
CITY CLERK

TO: CITY CLERK

DATE: 8-8-18

I Joseph McDowell make the following disclosure under oath:
(Name)

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

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

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

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

I am employed by the City of Lansing in the position of Housing Ombudsman. I am also a rental property owner and as such I would like to enroll my rental property in the Lead Safe Lansing program. I do not believe there is a conflict for participating in this program.

As the Housing Ombudsman I advocate for fair, safe and affordable housing for our residents. Likewise, I take great pride in my rental property and in providing a great service.

Lead Safe Lansing is one of the programs I promote in my capacity as Ombudsman. This important program helps protect pregnant women and young children by abating hazards from lead-based paint in homes and rental units. This program is even more essential because Lansing has an abundance of older homes.

Although I have no authority over Lead Safe Lansing program, it is imperative that we improve our housing stock and work to make it safer. As an advocate of Lead Safe Lansing, I believe it is important for me to participate in it.

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

The foregoing Affidavit of Disclosure was executed on this 8th day of August 2018.

[Signature]
Signed

State of Michigan, County of Ingham

Subscribed and sworn to before me this 8th day of August, 2018

[Signature]
Notary Public/or Deputy Clerk

MONICA ZUCHOWSKI
NOTARY PUBLIC - STATE OF MICHIGAN
INGHAM COUNTY
My Commission Expires November 7, 2018
Acting in the County of INGHAM

Ingham County, Michigan
My Commission Expires: 11-7-2018

ATTACHMENT TO AFFIDAVIT OF DISCLOSURE

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

- What is the form of your business entity and what percentage do you own? NA _____;
_____ %
- Are you self-employed? NA _____
- Who is your employer, if applicable? NA _____

- What are the things you actually do in the business? NA _____

- Who are your clients and who receives your goods or services? NA _____

- How and where are your services performed? NA _____

- How often do you do outside work? NA

- Does your business or employer contract with the City? NA

- In performing your business or outside employment, do you use any City facilities or equipment?
NA If so, describe: _____

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

- Does your business advertisement or circulars, if any, contain any reference to the City or your
City employment? NA

- Is there any additional information that you believe would assist the Board of Ethics in its review
of your business or personal activities for potential conflicts of interest? NA If so, please
describe: _____

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

**ADOPTED - JUNE 12, 2018
AGENDA ITEM NO. 28**

Introduced by the Law & Courts and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE SUBMISSION OF A GRANT APPLICATION AND A
CONTRACT WITH THE MICHIGAN DEPARTMENT OF CORRECTIONS FOR
INGHAM COUNTY/CITY OF LANSING COMMUNITY CORRECTIONS AND
PROGRAM SUBCONTRACTS FOR FY 2018-2019**

RESOLUTION # 18 – 264

WHEREAS, the State Community Corrections Advisory Board, the Ingham County Board of Commissioners, and the City of Lansing approved the original Ingham County/City of Lansing Community Corrections Comprehensive Plan in 1991; and

WHEREAS, the State Community Corrections Advisory Board approved the Funding Application and Plan for FY 2018-2019; and

WHEREAS, the FY 2018-2019 Application provides for the following CCAB Plans and Services programming: Relapse Prevention and Recovery (\$67,898) to be provided by C-E-I CMH; Gatekeeper services (\$4,069) to be provided by the CCAB Staff Consultant; MRT Cognitive Change Groups (\$26,082) to be provided by Prevention and Training Services; Domestic Violence Intervention Groups (\$12,000) to be provided by Prevention and Training Services; Opioid Specific Program services (\$55,000) to be provided by Tri County Community Adjudication Program; Day Reporting services (\$53,700) to be provided by Northwest Initiative – ARRO; and, Electronic Monitoring Services for Pretrial defendants (\$10,134) to be provided by Sentinel, Inc., for a subcontracted program total of \$254,566 for the time period of October 1, 2018 through September 30, 2019; and

WHEREAS, the FY 2018-2019 Application also provides funding for a special part-time Pretrial Services Investigator (\$25,683) to enhance the community supervision capacity of 30th Circuit Court Pretrial Services and for CCAB Administration in the amount of \$50,422 for a Plans and Services total of \$304,988 for the time period of October 1, 2018 through September 30, 2019; and

WHEREAS, the FY 2018-2019 Application also provides for 1.23 beds per day funded with Drunk Driver Jail Reduction – Community Treatment Program (DDJR-CTP) grant funds in the amount of \$21,169; and

WHEREAS, Ingham County is also provided with availability of a projected average daily population of 30 residential beds with M.D.O.C. contracting directly, with residential providers rather than with local jurisdictions, for a projected value of \$531,075; and

WHEREAS, pursuant to the FY 2018-2019 Application, the County may enter into subcontracts for the purpose of implementing Plans and Services programs and services identified in the Community Corrections Plan and Application; and

WHEREAS, the Subcontractors for Plans and Services programming are willing and able to provide the services that the County requires.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an Agreement with the Michigan Department of Corrections for Ingham County/City of Lansing Community Corrections for FY 2018-2019 in the amount of \$304,988 in CCAB Plans and Services and Administration funds, and \$21,169 in Drunk Driving Jail Reduction and Community Treatment Program funds for a total of \$326,157 for the time period of October 1, 2018 through September 30, 2019.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes entering into subcontracts for CCAB Plans and Services programming from October 1, 2018 through September 30, 2019 with Prevention and Training Services for the cost of MRT Change Groups for a cost not to exceed \$26,082; with Prevention and Training Services for the cost of Domestic Violence Intervention Groups for a cost not to exceed \$12,000; with Tri County Community Adjudication Program for the cost of Opioid Specific Program services not to exceed \$55,000; with CEI Community Mental Health for the actual cost of Relapse Prevention and Recovery services not to exceed \$67,898; with Northwest Initiative - ARRO for the actual cost of Day Reporting services not to exceed \$53,700; and with Sentinel, Inc. for the actual cost of electronic monitoring services for Pretrial defendants not to exceed \$10,134.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the continued funding of a special part-time (19 hours per week) Pretrial Services Investigator position at the ICEA PRO06 salary grade not to exceed \$25,683.

BE IT FURTHER RESOLVED, that entering into the subcontracts and maintaining the Pretrial Services Investigator position are contingent upon entering into the Agreement with the State.

BE IT FURTHER RESOLVED, that the subcontracts and Pretrial Services Investigator position are contingent throughout the subcontract period on the availability of grant funds from the State of Michigan for these purposes.

BE IT FURTHER RESOLVED, that the Board Chairperson is authorized to sign any necessary contracts\subcontracts consistent with this resolution subject to approval as to form by the County Attorney.

LAW & COURTS: Yeas: Crenshaw, Hope, Banas, Schafer, Maiville
Nays: None **Absent:** Celentino, Anthony **Approved 05/31/2018**

FINANCE: Yeas: Grebner, Anthony, Crenshaw, Tennis, Koenig, Louney, Schafer
Nays: None **Absent:** None **Approved 06/06/2018**