

**REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF LANSING, MICHIGAN**

**TONY BENAVIDES LANSING CITY COUNCIL CHAMBERS
LANSING CITY HALL, 10th FLOOR
124 W. MICHIGAN AVENUE**

AGENDA FOR AUGUST 14, 2023 AT 7:00 PM



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 at the Tony Benavides Lansing City Council Chambers, 10th Floor, City Hall.

REVISED

Roll Call

Meditation And Pledge Of Allegiance

Approval Of Printed Council Proceedings

1. July 10, and July 24, 2023

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.)

Tabled Items

Special Ceremonies And Presentations

2. Tribute; in recognition of West Junior High School Reunion
3. Obsolete Property Rehabilitation Act (OPRA) District & Certificate; Homes on Holmes, LLC for property located at 230 S. Holmes St.

Comments By Council Members And City Clerk

Community Event Announcements (Time, place, purpose, or definition of event – 1 minute limit)

Speaker Registration For Public Comment On Legislative Matters

Mayor's Comments

Show Cause Hearings

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 BLUE form.)

Scheduled Public Hearings

4. Obsolete Property Rehabilitation Act (OPRA) District; Homes on Holmes, LLC for property located at 230 S. Holmes St. (PEND-3285)
5. Obsolete Property Rehabilitation Act (OPRA) Certificate; Homes on Holmes, LLC for property located at 230 S. Holmes St. (PEND-3287)
6. Amendment to Chapter 210, Section 210.01; uses of Council Chambers and Conference Room (PEND-3343)
7. Z-7-2023; 3712 S. Cedar Street, Rezoning from "MX-C" Mixed Use Center District to "S-C" Suburban Commercial District (PEND-3337)
8. Noise Special Permit; Leavitt and Starck Excavating, Inc. to conduct work as part of the CSO 015 South Project (PEND-3316)

Council Consideration Of Legislative Matters

Referral Of Public Hearings

Consent Agenda

9. Claim Appeal; Claim #1954, Trei Mititei LLC for \$835 in trash fees at 500 W. Willow St. (PEND-3338)
10. Claim Appeal; Claim #1955, Silly Goose LLC for \$625 in trash fees at 1506 Robertson Ave. (PEND-3339)
11. Workers Compensation Settlement; WC 2062876-01143 (PEND-3377)
12. Workers Compensation Settlement; WC 2876-21-0001854 (PEND-3380)
13. Grant Acceptance; US Conference of Mayors award for the Mikey23 Foundation (PEND-3378)
14. Grant Acceptance; Financially Distressed Cities, Villages, and Townships (FDCVT) Grant for Violent Crime Initiative (PEND-3376)
15. Sale of Property; vacant Board of Water and Light parcel in Delhi Township (PEND-3387)
16. Tribute; in recognition of West Junior High School Reunion (PEND-3402)

Resolutions For Action

17. Appointment; Sharon Civils as an At-Large member of the Board of Review for a term to expire June 30, 2026 (PEND-3379)
18. Appointment; Dale Schrader as an At-Large member of the Board of Water and Light for a term to expire June 30, 2027 (PEND-3383)
19. Appointing a Hearing Officer and Setting a Hearing on Cabaret License Revocation; Energy Event Center at 3222 S. Martin Luther King Jr. Blvd, Suite 41A. (PEND-3401)
20. Liquor License; CP Lansing - Red Cedar LLC request for a B-Hotel License, Specially Designated Merchant ("SDM") a Sunday Sales (AM/PM), Social District, Entertainment, Additional 2 Bars, SDM Sunday Sales (PM) Permits at 3150, 3160, and 3170 East Michigan Avenue (PEND-3388)

21. Business License Appeal; Eugenio Trujillo for a Transient Merchant License at 2200 South Cedar Street. (PEND-3323)
22. Accepting jurisdiction and control of a portion of the Bolter Drain (PEND-3385)
23. Sewer Easement Acceptance; 6250 S. Cedar St. and 501 E. Edgewood Blvd. (PEND-3386)

Reports From Council Committees

24. Committee on Public Safety Housing Update

Ordinances For Introduction And Setting Of Public Hearings

25. Amendment to Chapter 1462, Section 1462.03; bring the Neighborhood Enterprise Zone acreage percent limitation into conformity with State law (PEND-3382)
26. Amendment to Chapter 240; clarify the role of the Human Relations and Community Services (HRCS) Advisory Board (PEND-3367)
27. Amendment to Chapter 273, Section 273.01 and 273.04; Clarify Role of Human Relations and Community Services (HRCS) Advisory Board (PEND-3366)
28. Amendment to Chapter 273; repeal Section 273.06 to conform with the City Charter (PEND-3368)
29. Amendment to Chapter 273; repeal Section 273.08 to conform with the City Charter (PEND-3369)

Ordinances For Passage

Speaker Registration For Public Comment On City Government Related Matters

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)

Item(s) from the City Clerk re:

30. Minutes of Boards and Commissions placed on file in the Clerk's Office
31. Liquor License; CP Lansing - Red Cedar LLC request for a B-Hotel License, Specially Designated Merchant ("SDM") a Sunday Sales (AM/PM), Social District, Entertainment, Additional 2 Bars, SDM Sunday Sales (PM) Permits at 3150, 3160, and 3170 East Michigan Avenue. (PEND-3388)
32. Liquor License; Bonnie's Lansing LLC request for a Class C License, Specially Designated Merchant "SDM." a Sunday Sales (AM/PM), Entertainment, Outdoor Service, SDM Sunday Sales (PM) Permits at 637 E Michigan Avenue (PEND-3400)

Item(s) from the Mayor re:

33. Orders to Make Safe or Demolish to the owners of 1616 Glenrose Ave. (PEND-3353)

34. Setting a Show Cause Hearing on Orders to Make Safe or Demolish to the owners of 1616 Glenrose Ave. (PEND-3354)
35. Orders to Make Safe or Demolish to the owners of 5016 Conners Ave. (PEND-3356)
36. Setting a Show Cause Hearing on Orders to Make Safe or Demolish to the owners of 5016 Conners Ave. (PEND-3355)
37. Orders to Make Safe or Demolish to the owners of 3301 Turner St. (PEND-3389)
38. Setting a Show Cause Hearing on Orders to Make Safe or Demolish to the owners of 3301 Turner St. (PEND-3390)
39. Orders to Make Safe or Demolish to the owners of 1232 Pompton Cir. (PEND-3303)
40. Setting a Show Cause Hearing on Orders to Make Safe or Demolish to the owners of 1232 Pompton Cir. (PEND-3301)
41. Orders to Make Safe or Demolish to the owners of 1402 Marquette St. (PEND-3309)
42. Setting a Show Cause Hearing on Orders to Make Safe or Demolish to the owners of 1402 Marquette St. (PEND-3310)
43. Grant Acceptance; Protecting MI Pension Grant for the purposes of funding the Employees' Retirement System (PEND-3391)
44. Z-8-2023; 415 and 421 W. Kalamazoo St., Rezoning from from "DT-3" Urban Core to 'R-AR" Residential Adaptive Reuse District (PEND-3395)
45. Setting a Public Hearing on Z-8-2023; 415 and 421 W. Kalamazoo St., Rezoning from from "DT-3" Urban Core to 'R-AR" Residential Adaptive Reuse District (PEND-3394)
46. SLU-2-2023; Special Land Use Permit, 415 and 421 W. Kalamazoo St., to authorize a sheltered care facility (PEND-3398)
47. Setting a Public Hearing on SLU-2-2023; Special Land Use Permit, 415 and 421 W. Kalamazoo St., to authorize a sheltered care facility (PEND-3397)
48. Traffic Control Order 23-17; remove the traffic signal and install all way stop signs at North Grand River Ave. and Willow St. (PEND-3399)
49. Appointing a Hearing Officer and Setting a Hearing on Cabaret License Revocation; Energy Event Center at 3222 S. Martin Luther King Jr. Blvd, Suite 41A. (PEND-3401)
50. Obsolete Property Rehabilitation Exemption (OPRA) Certificate Revocation; Summit Street Development LLC for property located at 700 May St. (PEND-3392)
51. Appointment; Kathleen Johnston-Calati as an At-Large member of the Historic District Commission for a term to expire June 30, 2024 (PEND-3393)

52. Social District; add CP Lansing - Red Cedar LLC to the Red Cedar Social District (PEND-3396)
53. Sole Source Purchase; Public Service Department request for Kennedy Industries as the vendor for Flygt Vertical Dry Pit Pump
54. Sole Source Purchase; Lansing Police Department request for Michigan Law Enforcement Training Associates as the vendor for training, consulting, and advising on legal aspects of police policy, practice, and law

Communications and Petitions

Motion Of Excused Absence

Remarks By Council Members

Remarks By The Mayor Or Executive Assistant

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.)

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 (TTY 711). 24 hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodation request.

LANSING CITY COUNCIL MEETING

DATE & TIME: 8/14/2023-7:00 PM

Starting Time 7:00

Grace last meeting

REGULAR MEETING: X

SPECIAL MEETING:

ATTENDANCE

COUNCIL MEMBER	PRESENT	ABSENT	ARRIVED
BROWN	☒	☐	_____
GARZA	☐	☒	_____
HUSSAIN	☒	☐	_____
JACKSON	☒	☐	_____
KOST	☒	☐	_____
SPADAFORE	☒	☐	_____
SPITZLEY	☐	☒	_____
WOOD	☒	☐	_____

MEDITATION IN MEMORY OF: Most gun violence victims

PLEDGE LED BY: _____

Adjournment Time _____

CHRIS SWOPE
LANSING CITY CLERK

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**Official Proceedings of the City Council
City of Lansing
July 10, 2023**

Tony Benavides Lansing City Council Chambers
Lansing, Michigan

The City Council of the City of Lansing met in regular session and was called to order at 7:00 p.m. by President Wood

PRESENT: Council Members Brown, Garza, Hussain, Jackson, Kost, Spitzley, Wood

ABSENT: Council Member Spadafore

A quorum was present.

Council Member Wood asked people to remember the family of Wynter Cole Smith, who recently passed away, during the moment of Meditation. The Council observed a moment of Meditation followed by the Pledge of Allegiance led by President Wood.

Approval of Printed Council Proceedings

By Vice President Garza

To approve the printed Council Proceedings of May 22 and June 12, 2023

Motion Carried

By Council Member Hussain

To approve the printed Council Proceedings of June 26, 2023

Motion Carried

Comments by Council Members and the City Clerk

Council Member Spitzley congratulated Mark Dotson's son for being appointed to the 61st District Court, and recognized the students from the Study of US Institutes for European Leaders and the Mandela Washington Fellowship Program for being in attendance.

Council Member Brown wished his father a Happy 78th Birthday.

Council Member Hussain announced the upcoming South West Action Group meeting. He then thanked Jordan Hankwitz and Nicholas Montry from Economic Development and Planning for their support and meaningful conversation surrounding southwest Lansing. Finally he stated hope to hear updates from the Simtob Apartment Management Company settlement.

City Clerk Swope provided an update on the upcoming primary election.

Community Event Announcements

Loretta Stanaway spoke about the upcoming Friends of Lansing's Historic Cemeteries monument cleanup and the upcoming picnic in the cemetery.

Erica Lynn spoke about the upcoming backpack giveaway hosted by the Village Lansing.

Mike Lynn spoke about the upcoming Candidate Conversation with Adam Hussain on "Merica 20 to Life."

Speaker Registration for Public Comment on Legislative Matters

City Clerk Swope announced that the public comment registration form(s) for those intending to address Council on legislative matters will be collected and that only those persons who have fully completed the form(s) will be permitted to speak.

Mayor's Comments

Deputy Mayor Shelbi Frayer apologized for Mayor Andy Schor's absence, and acknowledged that there is no Simtob Apartment Management Company lawsuit settlement update prepared at the moment.

President Wood spoke about the Mayor's campaign solicitation that was sent to city employees' work email addresses.

Show Cause Hearings

Business License Appeal; DeAndre Thomas for a Transient Merchant License

Business License Appeal; Eugenio Trujillo for a Transient Merchant License

Deputy City Attorney, Lisa Hagen-Lawrence, provided an overview of the show cause hearings.

- Comment on Scheduled Show Cause Hearings:

DeAndre Thomas spoke on his Business License Appeal.

Eugenio Trujillo spoke on his Business License Appeal.

Referral of Show Cause Hearings

Business License Appeal; DeAndre Thomas for a Transient Merchant License
Referred to the Committee on City Operations

Business License Appeal; Eugenio Trujillo for a Transient Merchant License
Referred to the Committee on City Operations

Resolutions

Appointment; Ben Kohrman as an At-Large member of the Elected Officers Compensation Commission for a term to expire October 1, 2029

Resolution #2023-160

By the Committee of the Whole
Resolved by the City Council of the City of Lansing

WHEREAS, the Mayor has made the appointment of Ben Kohrman as an At-Large member of the Elected Officers Compensation Commission for a term to expire October 1, 2029; and

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

WHEREAS, the Committee of the Whole took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Ben Kohrman as an At-Large member of the Elected Officers Compensation Commission for a term to expire October 1, 2029.

By Vice President Garza

Motion Carried

City Clerk Swope administered the Oath of Office to Ben Kohrman as a member of the Elected Officers Compensation Commission.

Public Comment on Legislative Matters

Legislative Matters included the following public hearings:

Special Assessment; Snow and Ice Removal Winter 2022-2023

Noise Special Permit; Leavitt and Starck Excavating, Inc. to conduct work as part of the CSO 015 South Project

Amendment to Chapter 1460; clarify the parties responsible for prohibiting the occupancy and maintaining the vacancy of placarded equipment and structures

Council Member Hussain gave an overview of the public hearings.

Public Comment on Legislative Matters:

City Clerk Chris Swope acknowledged a written communication from Sylvia Beasley appealing a snow and ice assessment and communications regarding the Noise Special Permit from Heidi Frei, Kimberly Fauson, Deborah Mulcahey, and Peter Ollila against the special permit and from Tamiko Rothhorn in support of the special permit.

David Lackie spoke on the Claim Appeal for Claim #1961.

Sheila Contreras spoke against the Noise Special Permit; Leavitt and Starck Excavating, Inc.

Heidi Frei spoke about the Noise Special Permit; Leavitt and Starck Excavating, Inc.

Legislative Matters

Referral of Public Hearings

Special Assessment; Snow and Ice Removal Winter 2022-2023
Referred to the Committee on City Operations

Noise Special Permit; Leavitt and Starck Excavating, Inc. to conduct work as part of the CSO 015 South Project
Referred to the Committee on City Operations

Amendment to Chapter 1460; clarify the parties responsible for prohibiting the occupancy and maintaining the vacancy of placarded equipment and structures
Referred to the Committee on Public Safety

Consent Agenda

By Council Member Garza

To approve all items on the Consent Agenda.

Motion Carried

Resolution #2023-161

By the Committee of the Whole
Resolved by the City Council of the City of Lansing

WHEREAS, the Tri-County Aging Consortium, known as Tri-County Office on Aging, requests the approval of the Fiscal Year 2024 Annual Implementation Plan (AIP) as required by the Older Americans Act and the Older Michiganians Act; and

WHEREAS, the Committee of the Whole met and reviewed the document at its meeting on July 10, 2023; and

WHEREAS, Lansing City Council has reviewed the Tri-County Office on Aging's Fiscal Year 2024 Annual Implementation Plan (AIP).

BE IT RESOLVED, that the Lansing City Council hereby endorses said document.

Adopted as part of the Consent Agenda

Resolution #2023-162

By the Committee on Ways and Means
Resolved by the City Council of the City of Lansing

WHEREAS, the City of Lansing Department of Economic Development and Planning is the fiduciary of the Michigan State Housing and Development Authority HOME Investment Partnerships Program American Rescue Plan (HOME-ARP) Homelessness Prevention Program (HPP); and

WHEREAS, the City of Lansing has been awarded \$349,383 in Michigan State Housing Development Authority HOME Investment Partnerships Program American Rescue Plan (HOME-ARP) Homelessness Prevention Program (HPP) funds for Homelessness Prevention for the grant term March 1, 2023 through February 28, 2024 of which \$244,568 will provide rent and utility assistance for households who qualify per HOME-ARP eligible criteria; and

WHEREAS, rental arrears payments may be used for a one-time payment up to six (6) months of rent in arrears, including late fees or charges on those arrears, if necessary for the household to maintain their existing housing or, for those without housing, if necessary to remove a demonstrated barrier to obtaining housing; and

WHEREAS, \$69,877 is allocated to financial assistance – utilities. Utility arrears can be paid if it is necessary to remove a barrier to obtaining housing or necessary to maintain their existing housing; and

WHEREAS, administration cost constitutes ten percent (10%) or \$34,938 of the total allocation for the payment of expenses associated with fiduciary and/or subgrantee administrative costs related to the planning and execution of the Homelessness Prevention Program (HPP).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lansing approves the acceptance of the \$349,383 HOME Investment Partnership Program American Rescue Plan (HOME ARP) funds awarded by the Michigan State Housing Development Authority for the purpose funding eligible Homelessness Prevention Program (HPP) activities.

BE IT FINALLY RESOLVED that Andy Schor of the City of Lansing is authorized to receive the funds, create the necessary accounts, and make necessary transfers for administration in accordance with the requirements of the grantor.

Adopted as part of the Consent Agenda

Resolution #2023-163

By the Committee on Ways and Means
Resolved by the City Council of the City of Lansing

WHEREAS, the City of Lansing Department of Economic Development and Planning is the fiduciary of the Michigan State Housing Development Authority HOME Investment Partnerships Program American Rescue Plan (HOME-ARP) Housing Navigation Program (HNP) ; and

WHEREAS, the City of Lansing has been awarded \$150,000 in Michigan State Housing Development Authority HOME Investment Partnerships Program American Rescue Plan (HOME-ARP) funds for the Housing Navigation Program (HNP) for the grant term May 1, 2023 through April 30, 2025, a two-year (2) grant; and

WHEREAS, the Housing Navigation Program (HNP) will provide staffing support for the delivery of services to households who qualify per HOME-ARP eligibility criteria; and.

WHEREAS, the funds from this program will be awarded by the Michigan State Housing Development Authority to perform services to eligible households that are linked to the Homeless Preference Housing Choice Voucher (HCV) program or other HUD CoC or Emergency Solutions Grant (ESG) housing programs; and

WHEREAS, the specific services will include but are not limited to the following:

- Robust housing search assistance
- Completion of any required eligibility paperwork to access rental assistance
- Completion of any required annual recertification paperwork to maintain eligibility and rental assistance
- Landlord mediation
- Other services identified in partnership with the household to support housing retention and stabilization

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lansing approves the acceptance of the \$150,000 HOME-ARP funds awarded by the Michigan State Housing Development Authority for the purpose funding eligible Housing Navigation Program (HNP) activities.

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

Adopted as part of the Consent Agenda

Resolution #2023-164

By the Committee on Ways and Means
Resolved by the City Council of the City of Lansing

WHEREAS, the City of Lansing Department of Economic Development and Planning is the fiduciary of the Michigan State Housing and Development Authority (MSHDA) Shelter Diversion Pilot Program through the Housing and Community Development Fund (HCDF); and

WHEREAS, MSHDA received a state budget allocation of \$50 million for the Housing and Community Development Fund (HCDF) to expand housing supports for the State of Michigan through a variety of projects and services based on needs; and

WHEREAS, through stakeholder engagement and listening sessions, the Michigan State Housing Development Authority identified shelter diversion as a priority demonstration to test, expand and implement shelter diversion practices and models in select homeless crisis response systems; and

WHEREAS, the Michigan State Housing Development Authority is investing \$3 million for a two-year Shelter Diversion Pilot through a competitive Request for Proposals (RFP) process; and

WHEREAS, Shelter diversion is a strategy that helps people experience in housing crisis to quickly identify and access safe alternatives to shelter where possible and is most effective when implemented collaboratively at the community-level, with shared knowledge and understanding of the diversion practices and goal; and

WHEREAS, MSHDA solicited proposals from eligible agencies to implement or expand effective shelter diversion models; and

WHEREAS, this pilot will demonstrate the impact of effective shelter diversion on homeless crisis response systems and more importantly, the impact on households at risk of experiencing homelessness; and

WHEREAS, through a collaborative approach by several organizations serving the homeless population, including Advent House Ministries (AHM), Child and Family Charities (CFC), the Lansing School District and strong support of the local Continuum of Care (CoC), the Capital Region Housing Collaborative (CRHC), a shelter diversion pilot proposal was submitted to the Michigan State Housing Development Authority; and

WHEREAS, the proposal included an expansion of an existing shelter diversion model that has been working in the community since 2019; and

WHEREAS, existing Shared Housing Intervention Project (SHIP) is a collaborative between Advent House Ministries in Ingham County, Child and Family Charities who serves Ingham, Eaton, and Clinton County youth and young adults, and Housing Services Mid-Michigan who serves Eaton and Clinton Counties; and

WHEREAS, the project receives referrals from the local school's McKinney-Vento Liaisons along with each agency's Street Outreach/PATH teams and other social service providers; and

WHEREAS, the Shared Housing Intervention Project (SHIP) aims to help youth and families identify and reside in host home settings by supporting the entire host home, thus minimizing the frequent moves often experienced; and

WHEREAS, the fiduciary has been awarded \$ 500,000 for a two-year period, (\$250,000 Year 1 and \$250,000 Year 2) to manage the use of the funds for the expansion of the Shared Housing Intervention Project in this community.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lansing approves the acceptance of the \$500,000 for the Shelter Diversion Pilot over a two-year period.

NOW, THEREFORE, BE IT RESOLVED, that the Lansing City Council approves acceptance of the Michigan State Housing Development Authority, Shelter Diversion Pilot with the goal of ending an individual or family's experience of homelessness as quickly as possible while empowering them to regain control over their situation, furthermore, securing safe, appropriated options in the community rather than an emergency shelter stay.

BE IT FINALLY RESOLVED that Andy Schor of the City of Lansing is authorized to receive the funds, create the necessary accounts, and make necessary transfers for administration in accordance with the requirements of the grantor.

Adopted as part of the Consent Agenda

Resolutions

Resolution #2023-165

By the Committee on City Operations
Resolved by the City Council of the City of Lansing

WHEREAS, David Lackie sought to eliminate a special assessment of \$1,630 for trash removal fees, associated penalties, and interest, on the property tax bill for 2033 Culver Avenue (ID #33-01-01-05-478-171); and

WHEREAS, upon filing a claim to the Committee on City Operations, the Committee met on June 26, 2022, and denied the claim in the amount of \$1,630.

THEREFORE, BE IT RESOLVED, the City Council, hereby denies the claim in the amount of \$1,630 for trash removal fees, associated penalties, and interest on the property tax bill for 2033 Culver Avenue (Tax ID #33-01-01-05-478-171).

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

By Council Member Hussain

Motion Carried

Resolution #2023-166

By the Committee on Ways and Means
Resolved by the City Council of the City of Lansing

WHEREAS, the City of Lansing Parks and Recreation Department will receive a Priority Health and National Fitness Campaign Grant for an outdoor gym at Washington Park; and

WHEREAS, the Priority Health and National Fitness Campaign Grant was the result of a competitive proposal process, and a proposal was submitted by the Department of Parks and Recreation with approval notification received on June 13, 2023 and will be paid in 2023; and

WHEREAS, the Priority Health and National Fitness Campaign Grant is part of a national movement to make world class fitness free and accessible in public spaces; and

WHEREAS, Priority Health and National Fitness Campaign awarded \$40,000.00 to the City of Lansing Department of Parks and Recreation; and

WHEREAS, the award of \$40,000.00 does require a \$140,000.00 city match. Approximately \$30,000.00 would be required to create the necessary concrete foundation. The \$140,000.00 city match and \$30,000.00 material match are available through the Park Millage Account.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the Priority Health and National Fitness Campaign Grant in the total amount of \$40,000.00 for the grant for the City of Lansing Parks and Recreation Department.

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.

By Council President Wood

Motion Carried

Speaker Registration for Public Comment on City Government Related Matters

City Clerk Swope announced that the public comment registration form(s) for those intending to address Council on City government matters will be collected and that only those persons who have fully completed the form(s) will be permitted to speak.

Reports From City Officers, Boards, and Commissions; Communications and Petitions; and Other City Related Matters

By Vice President Garza that all items be considered as being read in full and that President Wood make the appropriate referrals

Motion Carried

- Reports from City Officers, Boards and Commissions:

Letter(s) from the City Clerk re:

Minutes of Boards and Commissions placed on file in the Clerk's Office

Placed on File

Tri-County Office on Aging's Fiscal Year 2024 Annual Implementation Plan (AIP)

Placed on File

Letter(s) from the Mayor re:

Appointment; Heath Lowry as the 4th Ward member of the Board of Public Service for a term to expire June 30, 2024

Referred to the Committee on City Operations

Workers Compensation Settlement; WC 2062876-01474

Referred to the Committee on Ways and Means and to the Internal Auditor

Amendment to Chapter 273; Clarify the role of the Human Relations and Community Services (HRCS) Advisory Board

Referred to the City Attorney

Setting a Public Hearing on Amendment to Chapter 273; Clarify the role of the Human Relations and Community Services (HRCS) Advisory Board

Referred to the City Attorney

Amendment to Chapter 240; Clarify the role of the Human Relations and Community Services (HRCS) Advisory Board

Referred to the City Attorney

Setting a Public Hearing on Amendment to Chapter 240; Clarify the role of the Human Relations and Community Services (HRCS) Advisory Board

Referred to the City Attorney

Amendment to Chapter 273; repeal Section 273.06 to conform with the City Charter

Referred to the City Attorney

Setting a Public Hearing on Amendment to Chapter 273; repeal Section 273.06 to conform with the City Charter

Referred to the City Attorney

Amendment to Chapter 273; repeal Section 273.08 to conform with the City Charter

Referred to the City Attorney

Setting a Public Hearing on Amendment to Chapter 273; repeal Section 273.08 to conform with the City Charter

Referred to the City Attorney

Establish Red Cedar/South Frandor Social District

Referred to the Committee on City Operations

Letter(s) from Council President Wood re:

Communication from Kathy Krafft regarding the Cooley-Haze House

Referred to the Committee of the Whole

- Communications and Petitions, and Other City Related Matters:

Affidavit of Disclosure; Jeffrey Brown, City Council

Referred to the Board of Ethics

Claim Appeal; Claim #1963, Hameed Katawazi for \$493.40 in board up fees at 1017 West Hillsdale St.

Referred to the Committee on City Operations

Claim Appeal; Claim #1972, Rodolfo Perez for \$640 in trash fees at 810 McKinley St.

Referred to the Committee on City Operations

Claim Appeal; Claim #1941, Michael Arafat for \$810.20 in board up fees at 3700 Waverly Rd.
Referred back to the Administration

Communication from Mitch Rice regarding Council Member Brown's ethics violation
Referred to the Committee of the Whole

Motion of Excused Absence

By Council Member Garza to excuse Council Member Spadafore from tonight's proceedings.

Motion Carried

Remarks by Council Members

Council Member Spitzley acknowledged her upcoming Council meeting absence and urged council members to review the Transient Merchant License appeals.

Public Comment on City Government Related Matters

Tony Ruskus spoke about noise from Alobosa Bar.

Jody Washington spoke about various City matters.

Nicklas Zande spoke about various City matters.

Youngerson Matete spoke about access to affordable housing.

Mike Lynn spoke about various City matters.

David Ellis spoke on zoning concerns in Lansing.

Farhan Sheikh-Omar spoke about various City matters.

Erica Lynn spoke about various City matters.

Linda Appling spoke about various City matters.

Christian Nwobu spoke about property tax concerns.

City Clerk Chris Swope acknowledged a written communication from Mitch Rice about the Show Cause Hearings.

Consideration of Late Items

By Council Member Hussain

To suspend City Council Rule #9 to allow for Consideration of a Late Item

Motion Carried

The following item was added to the agenda:

Communications and Petitions, and Other City Related Matters

Communication from Erica Lynn regarding solicitation of funds from the Schor Leadership Fund
Referred to Board of Ethics and to the Committee of the Whole

Adjourned Time 8:41 P.M.

Chris Swope, City Clerk



**Official Proceedings of the City Council
City of Lansing
July 24, 2023**

Tony Benavides Lansing City Council Chambers
Lansing, Michigan

The City Council of the City of Lansing met in regular session and was called to order at 7:01 p.m. by President Wood

PRESENT: Council Members Brown, Garza, Hussain, Jackson, Kost, Spitzley, Wood

ABSENT: Council Member Spadafore

A quorum was present.

The Council observed a moment of Meditation followed by the Pledge of Allegiance led by President Wood.

Comments by Council Members and the City Clerk

Council Member Jackson announced the upcoming 4th Ward Constituent Contact Meeting.

Council Member Kost thanked Public Service Department employees for their work cleaning recent storm debris and thanked those who have aided in the Moores Park Pool cleanup.

City Clerk Swope provided an update on the upcoming primary election.

Community Event Announcements

Loretta Stanaway spoke about the Friends of Lansing's Historic Cemeteries upcoming Service of Remembrance.

Speaker Registration for Public Comment on Legislative Matters

City Clerk Swope announced that the public comment registration form(s) for those intending to address Council on legislative matters will be collected and that only those persons who have fully completed the form(s) will be permitted to speak.

Mayor's Comments

Mayor Schor spoke about the recently upgraded bond rating for the City of Lansing. He thanked Lt. Governor for attending the Moores Park Pool announcement, and thanked the Lansing delegation in the state legislature who aided in the legislative work surrounding its funding. He thanked those who came out to the Moores Park water balloon fight. He congratulated the Lansing Common Football Club soccer team for a great season. He provided an update on the Eastside cleanup after the recent storm and thanked the staff and crew that have worked on removing the storm debris. Finally, he spoke on the upcoming Mayor's Senior Fair.

Public Comment on Legislative Matters

Erica Lynn spoke on the Amendment to Chapter 210, Section 210.01; uses of Council Chambers and Conference Room.

Mike Lynn spoke on the Amendment to Chapter 210, Section 210.01; uses of Council Chambers and Conference Room.

President Wood reminded the public and Council about the upcoming "Neighborhood Night Out," and encouraged the public to find out if their neighborhood is having an event.

Legislative Matters

Consent Agenda

By Council Member Garza

To approve all items on the Consent Agenda.

Motion Carried

Resolution #2023-167

By the Committee on City Operations

Resolved by the City Council of the City of Lansing

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

WHEREAS, all required signatures have been obtained supporting the application for multiple fireworks display licenses;

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

FIREWORKS DISPLAY LICENSE:

Pyrotecnico Fireworks Inc. for public displays of fireworks in the City of Lansing at Jackson Field to be held on the following dates:
July 29, 2023.

Adopted as part of the Consent Agenda

Resolution #2023-168

By the Committee on City Operations
Resolved by the City Council of the City of Lansing

WHEREAS, with Resolution #2021-093, the Lansing City Council established three social districts and commons areas within the City, the Downtown Social District, the REO Town Social District, and the Old Town Social District, pursuant to Section 551 1998 PA 58, as amended; and

WHEREAS, the Lansing City Council desires to establish an additional fourth social district and commons area within the City by adding the Red Cedar/South Frandor Social District; and

WHEREAS, the Red Cedar/South Frandor Social District would be created by the City and managed maintained by the City, in coordination with the Michigan Avenue Corridor Improvement Authority and the Red Cedar Master Association, a Michigan non-profit association.

THEREFORE, BE IT RESOLVED that for the purposes of Section 551 of 1998 PA 58, the Lansing City Council designates the Red Cedar/South Frandor Social District (within the limits shown on the attached Lansing Social District Package for the Red Cedar/South Frandor area) as part of the established social districts and commons areas within the City.

BE IT FURTHER RESOLVED that the new commons area will contain signage that defines and clearly marks the boundaries of the space. In addition, the commons area will be maintained in a manner that protects the health and safety of the community.

BE IT FURTHER RESOLVED the City's updated operational/management plan is included within the Lansing Social District Package for the Red Cedar/South Frandor area.

BE IT FURTHER RESOLVED the Lansing City Council finds that all qualified licensees identified in the Amended City of Lansing Social District Package for the Red Cedar/South Frandor area are recommended for approval for a commons area permit.

BE IT FURTHER RESOLVED that the Lansing City Council confirms that in the event a special event license is obtained by a licensee within a commons area of the social district, that area of the commons area contiguous to that licensee's property shall be used exclusively by the special event licensee, and the other designated space of the commons areas to be used exclusively by social district permit holders.

BE IT FURTHER RESOLVED that these social districts shall remain in effect until the designation of the social district/commons area is revoked via resolution of the Lansing City Council after a public hearing;

BE IT FINALLY RESOLVED that the attached Lansing Social District Package for the Red Cedar/South Frandor area shall be forwarded with this resolution to the MLCC for approval.

Adopted as part of the Consent Agenda

Resolution #2023-169

By the Committee on Development and Planning
Resolved by the City Council of the City of Lansing

Resolution to Set a Public Hearing Regarding the Establishment of an Obsolete Property Rehabilitation Act District at 230 S. Holmes St., Lansing, Michigan

WHEREAS, Homes on Holmes, LLC has requested, in writing to the City Clerk, that the City of Lansing establish an Obsolete Property Rehabilitation Act District (the "OPRA District") for the property commonly known as 230 S. Holmes St., Lansing, Michigan (the "Property"), pursuant to the Michigan Obsolete Property Rehabilitation Act, being Public Act 146 of 2000 (the "Act"); and

WHEREAS, the Property in question of the OPRA District located at 230 South Holmes St, Lansing, Michigan, is legally described as:

E 179.77 FT LOT 11 & W 79.77 FT OF E 179.77 FT OF S 33 FT LOT 9, ALSO COM SE COR LOT 11, TH E 8.25 FT , N 66 FT, W 8.25 FT AND S 66 FT TO POB, BLOCK 11 GREEN OAK ADD SPLIT/COMBINED ON 09/18/2017 FROM 33-01-01-15-331-121, 33-01-01-15-331-131; Parcel Number: 33-01-01-15-331-132; and

WHEREAS, the Act requires that before granting a District the Lansing City Council hold a public hearing in order to provide an opportunity for the applicant, owners of real property within the proposed OPRA District, the City Assessor, a representative of the affected taxing units, the residents, and other taxpayers of the City of Lansing general public appear and be heard regarding the approval of the OPRA District.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Lansing that a public hearing be held in the Tony Benavides Lansing City Council Chambers of the City of Lansing, 10th Floor, Lansing City Hall, Lansing, Michigan, on Monday, August 14, 2023 at 7:00 p.m. for the purpose of receiving public comment on the approval of an OPRA District under the provisions of Public Act 146 of 2000 and that the Clerk shall publish once in a publication of general circulation within the community a notice of the scheduled public hearing and that the notice appear not less than 10 or more than 30 days prior to the date of the hearing.

Adopted as part of the Consent Agenda

Resolution #2023-170

By the Committee on Development and Planning
Resolved by the City Council of the City of Lansing

Resolution to Set a Public Hearing Regarding the Granting of an
Obsolete Property Rehabilitation Act Certificate
230 S. Holmes St.

WHEREAS, Homes on Holmes, LLC, owner of the property located at 230 S. Holmes St. in the City of Lansing, Michigan (the "Property") has applied to the City of Lansing for the City to approve the issuance of an Obsolete Property Rehabilitation Exemption Certificate (the "OPRA Certificate"), pursuant to the Michigan Obsolete Property Rehabilitation Act, being Public Act 146 of 2000 (the "Act"); and

WHEREAS, the Property in question of the Certificate is legally described as:

E 179.77 FT LOT 11 & W 79.77 FT OF E 179.77 FT OF S 33 FT LOT 9, ALSO COM SE COR LOT 11, TH E 8.25 FT , N 66 FT, W 8.25 FT AND S 66 FT TO POB, BLOCK 11 GREEN OAK ADD SPLIT/COMBINED ON 09/18/2017 FROM 33-01-01-15-331-121, 33-01-01-15-331-131; Parcel Number: 33-01-01-15-331-132; and

WHEREAS, the Act requires that before granting a Certificate the Lansing City Council hold a public hearing in order to provide an opportunity for the applicant, the City Assessor, a representative of the affected taxing units, the residents, and other taxpayers of the City of Lansing general public appear and be heard regarding the approval of the OPRA Certificate.

NOW THEREFORE BE IT RESOLVED that a public hearing be held in the Tony Benavides Lansing City Council Chambers of the City of Lansing, 10th Floor, Lansing City Hall, Lansing, Michigan, on Monday, August 14, 2023 at 7:00 p.m. for the purpose of receiving public comment on the approval of an OPRA Certificate under the provisions of Public Act 146 of 2000 and that the Clerk shall publish once in a publication of general circulation within the community a notice of the scheduled public hearing and that the notice appear not less than 10 or more than 30 days prior to the date of the hearing.

Adopted as part of the Consent Agenda

Resolution #2023-171

By the Committee on Ways and Means
Resolved by the City Council of the City of Lansing

WHEREAS, the City of Lansing is named as defendant in a workers' compensation action, WC 2062876-01474, involving alleged work related injuries/illnesses;

WHEREAS, it is proposed that the action be resolved by virtue of entering into a settlement agreement, in which, the City of Lansing would agree to pay Plaintiff the sum of THRITY FIVE THOUSAND (\$35,000.00) in exchange for a complete redemption and release of the City from any past, present, and future liability regarding any alleged injuries/illnesses whatsoever;

WHEREAS, the proposed settlement is recommended by the Mayor, the Human Resources Department, the City of Lansing's Fund Administrator, and the City Attorney;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council hereby approve payment of THRITY FIVE THOUSAND (\$35,000.00) pursuant to said proposed settlement agreement as a full and final settlement of said action.

BE IT FINALLY RESOLVED that the Law Department is authorized to prepare and execute the requisite documents to complete settlement of the aforementioned lawsuit.

Adopted as part of the Consent Agenda

Resolutions

Resolution #2023-172

By the Committee on City Operations

Resolved by the City Council of the City of Lansing

WHEREAS, the Mayor has made the appointment of Ravynne Gilmore as an At-Large member of the Lansing Parks Board for a term to expire June 30, 2027; 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 City Operations met on July 10, 2023, and took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Ravynne Gilmore as an At-Large member of the Lansing Parks Board for a term to expire June 30, 2027.

By Council Member Hussain

Motion Carried

City Clerk Swope administered the Oath of Office to Ravynne Gilmore as a member of the Park Board.

Resolution #2023-173

By the Committee on Development & Planning
Resolved by the City Council of the City of Lansing

WHEREAS, the Mayor has made the appointment of Joshua Pugh as a Downtown Adjacent Resident member of the Downtown Lansing, Inc. Board for a term to expire June 30, 2026; and

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

WHEREAS, the Committee on Development and Planning met on July 19, 2023 and took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Joshua Pugh as a Downtown Adjacent Resident member of the Downtown Lansing, Inc. Board for a term to expire June 30, 2026.

By Council Member Brown

Motion Carried

City Clerk Swope administered the Oath of Office to Joshua Pugh as a member of the Downtown Lansing, Inc. Board.

Resolution #2023-174

By the Committee on Development and Planning
Resolved by the City Council of the City of Lansing

WHEREAS, the Mayor has made the appointment of Patrick Shane Muchmore as the 2nd Ward member of the Planning Commission for a term to expire June 30, 2026; and

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

WHEREAS, the Committee on Development and Planning met on July 19, 2023 and took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Patrick Shane Muchmore as the 2nd Ward member of the Planning Commission for a term to expire June 30, 2026.

By Council Member Brown

Motion Carried

City Clerk Swope administered the Oath of Office to Shane Muchmore as a member of the Planning Commission.

Resolution #2023-175

By the Committee on Development and Planning
Resolved by the City Council of the City of Lansing

WHEREAS, the Mayor has made the appointment of Jesus A Flores, Jr. as a Business Representative member of the Downtown Lansing, Inc. Board for a term to expire June 30, 2024; and

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

WHEREAS, the Committee on Development and Planning met on July 19, 2023 and took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Jesus A Flores, Jr. as a Business Representative member of the Downtown Lansing, Inc. Board for a term to expire June 30, 2024.

By Council Member Brown

Motion Carried

City Clerk Swope administered the Oath of Office to Jesus A Flores, Jr. as a member of the Downtown Lansing, Inc. Board.

Resolution #2023-176

By the Committee on Development & Planning
Resolved by the City Council of the City of Lansing

WHEREAS, the Mayor has made the appointment of Morgan Butts as an At-Large member of the Arts and Culture Commission for a term to expire June 30, 2025; and

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

WHEREAS, the Committee on Development and Planning met on July 19, 2023 and took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Morgan Butts as an At-Large member of the Arts and Culture Commission for a term to expire June 30, 2025.

By Council Member Brown

Motion Carried

Resolution #2023-177

By the Committee on City Operations
Resolved by the City Council of the City of Lansing

WHEREAS, Rahim Alikheil sought to eliminate a special assessment of \$715 for trash removal fees, associated penalties, and interest along with \$650 in materials on the property tax bill for 1611 Lansing Avenue (ID #33-01-01-08-227-101); and

WHEREAS, upon filing a claim to the Committee on City Operations, the Committee met on July 10, 2023, and denied the claim.

THEREFORE, BE IT RESOLVED, the City Council, hereby denies the claim in the amount of \$715 for trash removal fees, associated penalties, and interest along with \$650 in materials on the property tax bill for 1611 Lansing Avenue (Tax ID #33-01-01-08-227-101).

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

By Council Member Hussain to adopt a substitute for the Resolution

Motion Carried

By Council Member Hussain to adopt the Resolution as substituted

Motion Carried

Resolution #2023-178

By the Committee on City Operations
Resolved by the City Council of the City of Lansing

WHEREAS, DeAndre Thomas applied to the City Clerk for a transient merchant license for a food truck (DT's Grill & Smoked Meats) to be located at 2215 West Holmes Road, Lansing, MI 48911; and

WHEREAS, the transient merchant license was denied, per the Lansing Police Department, due to findings in their background check; and

WHEREAS, DeAndre Thomas appealed that license denial to City Council, which held a public hearing on June 10, 2023, notice for which was sent to the appellant who was afforded an opportunity to be heard; and

WHEREAS, following the public hearing, the appeal of the license denial was presented to the City Council Committee on City Operations. The Committee met on July 24, 2023 and granted the appeal for a transient merchant license for a food truck (DT's Grill & Smoked Meats) to be located at 2215 West Holmes Road.

THEREFORE, BE IT RESOLVED, the City Council, hereby grants the appeal of DeAndre Thomas for a transient merchant license for a food truck (DT's Grill & Smoked Meats) to be located at 2215 West Holmes Road, Lansing, MI 48911.

BE IT FURTHER RESOLVED, that the City Clerk shall take the appropriate steps to formally grant the transient merchant license.

By Council Member Hussain

Motion Carried

Resolution #2023-179

By the Committee on City Operations
Resolved by the City Council of the City of Lansing

CONFIRMATION OF SNOW AND ICE REMOVAL ASSESSMENT ROLL WINTER 2022-2023

WHEREAS, pursuant to resolution 2023-143, adopted by this Council, the City Council held a public hearing on July 10, 2023, regarding Assessment Roll #SN2023, for the removal of snow and ice on public sidewalks adjacent to certain properties; and

WHEREAS, the cost incurred between December 1, 2022 and April 30, 2023, by the City totals \$6,726.00; and

WHEREAS, the Committee on City Operations met on July 24, 2023 to review the public hearing findings and removed several properties from the assessment roll; and

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council hereby directs that special assessment roll number #SN2023 as returned by the City Assessor, be ratified and confirmed.

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

PARCEL ID	SITE ADDRESS	DATE OF SERVICE	SERVICE TIME	COST
33010134158331	708 JESSOP AVE	01/31/2023	B: 21-40 MIN	\$219.00
33010133283071	537 JESSOP AVE	01/31/2023	B: 21-40 MIN	\$219.00
33010133283011	4113 S CEDAR ST	01/31/2023	E: 81-100 MIN	\$429.00
33010134158321	712 JESSOP AVE	01/31/2023	B: 21-40 MIN	\$219.00
33010134157251	708 FENTON AVE	01/31/2023	B: 21-40 MIN	\$219.00
33010129477012	3229 S M L KING JR BLVD	02/02/2023	C: 41-60 MIN	\$289.00
33010129477082- NEW PARCEL 33010129477084	930 W HOLMES RD	02/02/2023	D: 61-80 MIN	\$359.00
33010129451032	3316 S M L KING JR BLVD	02/01/2023	B: 21-40 MIN	\$219.00
33010129451037	3218 S M L KING JR BLVD	02/01/2023	B: 21-40 MIN	\$219.00
33010129477033	900 W HOLMES RD	02/02/2023	E: 81-100 MIN	\$429.00
33010129477021	3325 S M L KING JR BLVD	02/02/2023	D: 61-80 MIN	\$359.00
33010129451062	3208 S M L KING JR BLVD	02/01/2023	C: 41-60 MIN	\$289.00
33010116361201	521 W HILLSDALE ST	02/02/2023	B: 21-40 MIN	\$219.00
33010116361011	609 S PINE ST	02/03/2023	B: 21-40 MIN	\$219.00
33010116361001	527 W HILLSDALE ST	02/03/2023	D: 61-80 MIN	\$359.00
33010116361211	W HILLSDALE ST	02/03/2023	D: 61-80 MIN	\$359.00
33010116361181	515 W HILLSDALE ST	02/02/2023	C: 41-60 MIN	\$289.00
33010114102431	2032 E SAGINAW ST	02/01/2023	C: 41-60 MIN	\$289.00
33010110328001	1220 E CESAR E. CHAVEZ AVE	02/06/2023	B: 21-40 MIN	\$219.00
33010110328261	1240 E CESAR E. CHAVEZ AVE	02/06/2023	A: 0-20 MIN	\$149.00
33010109476142	N CEDAR ST	02/06/2023	B: 21-40 MIN	\$219.00
33010103353001	2128 N EAST ST	02/01/2023	D: 61-80 MIN	\$359.00
33010132201242	3404 S M L KING JR BLVD	02/01/2023	C: 41-60 MIN	\$289.00
33010115378231	1128 HICKORY ST	02/03/2023	C: 41-60 MIN	\$289.00

Total				\$6,726.00
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By Council Member Hussain

Motion Carried

Resolution #2023-180

By the Committee on City Operations
Resolved by the City Council of the City of Lansing

WHEREAS, the City of Lansing Department of Public Service and the Lansing Board of Water & Light are partnering to construct the utility and infrastructure improvements associated with the Combined Sewer Overflow (CSO) 015South Project, a project area generally bounded by Lapeer St. on the northside, Sycamore St. on the eastside, Ottawa St. on the southside, and Verlinde St. on the westside; and

WHEREAS, this project includes a significant amount of utility work and other improvements on the local neighborhood streets within the project area and on major streets, Martin Luther King, Jr. Blvd., Shiawassee St., Ottawa St., and Jenison St.; and

WHEREAS, timely completion of this project is specifically required by Administrative Consent Order #ACO-05153, entered Dec. 19, 2019; and

WHEREAS, a public hearing was held on July 10, 2023, after which it was determined that due to a software issue with the mailing, not all residential properties that were required to be notified consistent with the ordinance were not; and

WHEREAS, a second public hearing needs to be held to accommodate all residential properties required consistent with the ordinance requirements; and

WHEREAS, for the periods July 8, 2023, through November 11, 2023, April 20, 2024, through October 26, 2024, and April 26, 2025, through October 25, 2025, the construction contractor, Leavitt and Starck Excavating, Inc., has requested a waiver of the noise ordinance on Saturdays from 8:00 AM to 4:30 PM; and

WHEREAS, the City of Lansing Public Service Department recommends that the contractor be granted the requested noise waiver in order to:

- reduce the amount of time local access for property owners is impacted;
- allow the contractor to have the ability to work some Saturdays when necessary for completion of important work activities; and
- keep the project on-schedule based on rain days.

NOW THEREFORE BE IT RESOLVED that a second public hearing be held on Monday, August 14, 2023, at 7:00 PM in the Tony Benavides Lansing City of Lansing Council Chambers, 124 W. Michigan Ave., in consideration of the request for granting a waiver of the noise ordinance to Leavitt and Starck Excavating, Inc., while the company is conducting work as part of the CSO 015South Project on Saturdays from 8:00 AM to 4:30 PM for the periods July 8, 2023, through November 11, 2023, April 20, 2024, through October 26, 2024, and April 26, 2025, through October 25, 2025.

By Council Member Hussain

Motion Carried

Resolution #2023-181

By the Committee on Development and Planning
Resolved by the City Council of the City of Lansing

LS-10-2023, 2024 Ferrol Street
Lot Split Application

WHEREAS Bruce Nicola, owner of 2024 Ferrol Street has filed an application to split the vacant property at 2024 Ferrol Street (Parcel No.: 33-01-01-32-101-201) into 2 separate parcels of land; and

WHEREAS the resulting parcels will be 76.95 feet wide by 258.4 feet deep which is a width to depth ratio of 1 to 3.35; and

WHEREAS Section 1236.07(d) of the Subdivision Ordinance restricts the depth of a lot to 2.5 times the width; and

WHEREAS the dimensions of the proposed lots will not result in a significant deviation from the dimensions of many other lots in the area; and

WHEREAS the lot split will permit the construction of single-family homes on each of the resulting lots; and

WHEREAS the Planning Board, at its meeting held on June 6, 2023, voted (4-0) to recommend approval of the requested lot split; and

WHEREAS the Committee on Development and Planning has reviewed the recommendation of the Planning Board and concurs therewith.

NOW THEREFORE BE IT RESOLVED that pursuant to Section 1236.11 of the Subdivision Ordinance, the Lansing City Council hereby approves a variance to the 1 to 2.5 width to depth ratio restriction to authorize LS-10-2023, a request by Bruce Nicola to divide the vacant property at 2024 Ferrol Street (Parcel No.: 33-01-01-32-101-201) into 2 separate parcels of land with width to depth ratios of 1 to 3.35, legal described as follows:

Parcel 1: The West ½ of Lot 10, Supervisors Plat of Holoway Subdivision

Parcel 2: The East ½ of Lot 10, Supervisors Plat of Holoway Subdivision

By Council Member Spitzley

Motion Carried

Ordinances for Introduction

Introduction of Ordinance

Council Member Garza introduced:

An ordinance of the City of Lansing, Michigan, to amend the Lansing Codified Ordinances by amending Chapter 210, Section 210.02 of the Lansing Codified Ordinances to amend the uses of the tenth floor Council Chambers and Conference Room.

The Ordinance is read a first time by its title and referred to the Committee of the Whole.

Resolution #2023-182

By the Committee of the Whole
Resolved by the City Council of the City of Lansing

Resolved by the City Council of the City of Lansing that a public hearing be set for August 14, 2023 at 7 p.m. in the Tony Benavides Lansing City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, for the purpose of amending the Lansing Codified Ordinances Chapter 210, Section 210.02 of the Lansing Codified Ordinances to amend the uses of the tenth floor Council Chambers and Conference Room.

By Council Member Garza

Motion Carried

Introduction of Ordinance

The Committee on Development & Planning introduced:

An ordinance amending the Code of Ordinances by providing for the rezoning of property located in the City of Lansing, Michigan, and for the revision of the district maps adopted by Section 1242.02 of the Zoning Ordinance for property located at Z-7-2023; 3712 S. Cedar Street, from "MX-C" Mixed-Use Center to "S-C" Suburban Commercial

The Ordinance was read a first time by its title and referred to the Committee on Development and Planning.

Resolution #2023-183

By the Committee on Development and Planning
Resolved by the City Council of the City of Lansing

Resolved by the City Council of the City of Lansing that a public hearing be set for Monday, August 14, 2023, at 7 p.m. in the Tony Benavides Lansing City Council Chambers, 10th Floor, Lansing City Hall, 124 W. Michigan Avenue, Lansing, Michigan, for the purpose of approving and/or opposing the Ordinance for rezoning:

Z-7-2023: 3712 S. Cedar Street, from "MX-C" Mixed-Use Center to "S-C" Suburban Commercial

By Council Member Spitzley

Motion Carried

Ordinances for Passage

Passage of Ordinance

Z-6-2023 FAILED

An ordinance of the city of Lansing, Michigan, providing for the rezoning of a parcel of real property located in the city of Lansing, Michigan and for the revision of the district maps adopted by section 1242.02 of the code of ordinances.

Was read a second time by its title and was not adopted by the following roll call vote:

Yeas: None

Nays: Council Members Brown, Garza, Hussain, Jackson, Kost, Spitzley, Wood

Passage of Ordinance

An ordinance of the City of Lansing, Michigan, to amend the Lansing codified ordinances by amending Chapter 1460.01(m), and the International Property Maintenance Code, adopted by reference, to clarify the parties responsible for prohibiting the occupancy and maintaining the vacancy of placarded equipment and structures.

Was read a second time by its title and adopted by the following roll call vote:

Yeas: Council Members Brown, Garza, Hussain, Jackson, Kost, Spitzley, Wood

Nays: None

By Council Member Hussain to give the ordinance Immediate effect

Motion Carried

Ordinance #1317

An ordinance of the City of Lansing, Michigan, to amend the Lansing codified ordinances by amending Chapter 1460.01(m), and the International Property Maintenance Code, adopted by reference, to clarify the parties responsible for prohibiting the occupancy and maintaining the vacancy of placarded equipment and structures.

The City of Lansing ordains:

Section 1. That Chapter 1460.01(m) of the Code of Ordinances of the City of Lansing, Michigan be and is hereby amended to read as follows: (m) text of Section 108.5 is replaced with the following: **Any structure condemned and placarded by the code official shall be vacated as ordered by the code official. No person shall occupy a placarded structure or operate placarded equipment. Any other person, including, but not limited to, any owner, owner's agent, or person responsible for the structure, who allows anyone to occupy a placarded structure or operate placarded equipment, shall be in violation of this section.** No person shall occupy any such structure or allow any domestic animal to occupy any such structure. No person shall operate equipment condemned and placarded by the Code Official. Repairs required by a correction order may be made during the hours of 8 am and 5 pm on Mondays through Fridays or at other times for which the Code Compliance Office has granted permission **in writing**. The Code Compliance Office shall grant **written** permission for repairs to be made at other reasonable times set by Department policy if the person seeking permission has obtained all permits necessary for the work to be done and provides documentation indicating that the work cannot be performed between 8 am and 5 pm on Mondays through Fridays.

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

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

Section 4. This ordinance shall take effect on the 30th day after enactment, unless given immediate effect by City Council and shall expire December 31, 2031.

Speaker Registration for Public Comment on City Government Related Matters

City Clerk Swope announced that the public comment registration form(s) for those intending to address Council on City government matters will be collected and that only those persons who have fully completed the form(s) will be permitted to speak.

Reports From City Officers, Boards, and Commissions; Communications and Petitions; and Other City Related Matters

By Vice President Garza that all items be considered as being read in full and that President Wood make the appropriate referrals

Motion Carried

- Reports from City Officers, Boards and Commissions:

Letter(s) from the City Clerk re:

Minutes of Boards and Commissions placed on file in the Clerk's Office

Placed on File

Fireworks Display License; Lansing Lugnuts & Pyrotecnico Fireworks Inc. at Jackson Field on July 29

Referred to the Committee of the Whole and Placed on File

Board of Public Service Rules of Procedure

Referred to the Committee of the Whole

Diversity Equity and Inclusion Advisory Board Rules of Procedure

Referred to the Committee of the Whole

Letter(s) from the Mayor re:

Amendment to Chapter 273; clarify the role of the Human Relations and Community Services (HRCS) Advisory Board
Referred to the Committee of the Whole

Setting a Public Hearing on Amendment to Chapter 273; clarify the role of the Human Relations and Community Services (HRCS) Advisory Board
Referred to the Committee of the Whole

Amendment to Chapter 240; clarify the role of the Human Relations and Community Services (HRCS) Advisory Board
Referred to the Committee of the Whole

Setting a Public Hearing on Amendment to Chapter 240; clarify the role of the Human Relations and Community Services (HRCS) Advisory Board
Referred to the Committee of the Whole

Amendment to Chapter 273; repeal Section 273.06, "Examination of complaints; hearings and studies" to conform with the City Charter
Referred to the Committee of the Whole

Setting a Public Hearing on Amendment to Chapter 273; repeal Section 273.06, "Examination of complaints; hearings and studies" to conform with the City Charter
Referred to the Committee of the Whole

Amendment to Chapter 273; repeal Section 273.08 "Prohibited discrimination by city departments or employees" to conform with the City Charter
Referred to the Committee of the Whole

Setting a Public Hearing on Amendment to Chapter 273; repeal Section 273.08 "Prohibited discrimination by city departments or employees" to conform with the City Charter
Referred to the Committee of the Whole

Workers Compensation Settlement; WC 2062876-01143
Referred to the Committee on Ways and Means and to the Internal Auditor

Workers Compensation Settlement; WC 2876-21-0001854
Referred to the Committee on Ways and Means and to the Internal Auditor

Grant Acceptance; US Conference of Mayors award for the Mikey23 Foundation
Referred to the Committee on Ways and Means and to the Internal Auditor

Grant Acceptance; Financially Distressed Cities, Villages, and Townships (FDCVT) Grant for Violent Crime Initiative
Referred to the Committee on Ways and Means and to the Internal Auditor

Appointment; Sharon Civils as an At-Large member of the Board of Review for a term to expire June 30, 2026
Referred to the Committee of the Whole

Appointment; Dale Schrader as an At-Large member of the Lansing Board of Water and Light Board of Commissioners for a term to expire June 30, 2027
Referred to the Committee of the Whole

Amendment to the Neighborhood Enterprise Zone Ordinance
Referred to the Committee on Development and Planning

Setting a Public Hearing on Neighborhood Enterprise Zone Ordinance Amendment
Referred to the Committee on Development and Planning

Setting a Public Hearing on Noise Special Permit; Leavitt and Starck Excavating, Inc. to conduct work as part of the CSO 015 South Project
Referred to the Committee on City Operations and Placed on File

Accepting jurisdiction and control of a portion of the Bolter Drain
Referred to the Committee on City Operations

Sewer Easement Acceptance; 6250 S. Cedar St. and 501 E. Edgewood Blvd.
Referred to the Committee on City Operations

Sale of Property; vacant Board of Water and Light parcel in Delhi Township
Referred to the Committee on Ways and Means and to the Internal Auditor

Public Safety Project 2nd Quarterly Update
Referred to the Committee of the Whole

Letter(s) from the Board of Public Service re:

Board of Public Service Budget Priorities for Fiscal Year 2024-2025

Referred to the Committee on City Operations

- Communications and Petitions, and Other City Related Matters:

Claim Appeal; Claim #1941, Michael Arafat on behalf of AFT Realty LLC for \$810.20 in board up fees at 3700 S. Waverly Rd.

Referred to the Committee on City Operations

Notice from the Michigan Liquor Control Commission; DoorDash Essentials, LLC (A Delaware Limited Liability Company) request for Transfer of ownership 2023 SDD license only from R&C Cushing LLC; Transfer location from Webberville to 3315 E. Michigan Ave, Suite 8, Lansing, to be held with SDM license; Transfer governmental unit under MCL 436.1531(18) from Webberville Village to Lansing City (RID # RQ-2306-06932)

Referred to the Committee on City Operations

Communication from Christian Nwobu regarding his property taxes, rental certificates, red-tagged houses

Placed on File

Michigan Municipal League Annual Meeting Notice

Placed on File

Motion of Excused Absence

By Council Member Garza to excuse Council Member Spadafore from tonight's proceedings.

Motion Carried

Public Comment on City Government Related Matters

Loretta Stanaway spoke about various City matters.

Nicklas Zande spoke about his concerns with the Mayor's Leadership Fund solicitation.

Stan Shuck spoke about various City matters.

Candy Rice spoke about Fair Chance Housing

Erica Lynn spoke about various City matters.

Mike Lynn spoke about various City matters.

Jody Washington spoke about various City matters.

William spoke about various City matters.

Adjourned Time 8:16 P.M.

Chris Swope, City Clerk

You will not be called to speak unless all required blanks on this form are completed.



Public Comment on Legislative Matters Registration

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Agenda Item Number(s) or Description(s) #8 CSD - Noise

Name (print) Elizabeth Rice E-Mail (optional) _____

Address (street, city, zip) _____

Company or organization represented, etc. (if applicable) _____

Signature Elizabeth Rice

- Public speakers will be called by the City Clerk. When the City Clerk recognizes you, please proceed to the speaker's podium and speak directly and clearly into the microphone. Do not touch the microphone.
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- Questions raised during public comment may or may not be answered by the President, another Council Member, the Mayor, or member of the City Staff during the meeting.
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Thank you for your involvement and interest in our City,
Chris Swope, Lansing City Clerk, MiPMC / MMC

* *The Presiding Officer may reduce the amount of time for each speaker if he or she determines that the number of registered speakers is so numerous that the meeting cannot be timely concluded without a reduction in the time allocated for each speaker.*

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.

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Agenda Item Number(s) or Description(s) 26

Name (print) Mike Lynn  E-Mail (optional) _____

Address (street, city, zip) _____

Company or organization represented, etc. (if applicable) _____

Signature _____

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Agenda Item Number(s) or Description(s) 26 - 29

Name (print) Erica Lynn E-Mail (optional) _____

Address (street, city, zip) 3200 S. Cedar St. 48910

Company or organization represented, etc. (if applicable) _____

Signature Ed Lynn

- Public speakers will be called by the City Clerk. When the City Clerk recognizes you, please proceed to the speaker's podium and speak directly and clearly into the microphone. Do not touch the microphone.
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Agenda Item Number(s) or Description(s) 7

Name (print) Saeun Keeto E-Mail (optional) skkeeto@gmail.com

Address (street, city, zip) 3712 S Cedar St Lansing MI 48911

Company or organization represented, etc. (if applicable) 3712 Cedar LLC

Signature [Signature]

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Agenda Item Number(s) or Description(s) 7

Name (print) Steve Sharak E-Mail (optional) ssharak@aol.com

Address (street, city, zip) 3712 S. CEDAR ST

Company or organization represented, etc. (if applicable) Collision Guys

Signature [Handwritten Signature]

- Public speakers will be called by the City Clerk. When the City Clerk recognizes you, please proceed to the speaker's podium and speak directly and clearly into the microphone. Do not touch the microphone.
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Agenda Item Number(s) or Description(s) #1 and #2

Name (print) Nick Zonde E-Mail (optional) NZonde@lansingmi.gov

Address (street, city, zip) 411 W. W. Willard Ave, Lansing, MI 48906

Company or organization represented, etc. (if applicable) DCI

Signature Nick Zonde

- Public speakers will be called by the City Clerk. When the City Clerk recognizes you, please proceed to the speaker's podium and speak directly and clearly into the microphone. Do not touch the microphone.
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Public Comment Summary 8/14/23

Oppose the Noise Waiver

- Debroah Mucahey and Peter Ollia
- Jana Nicol
- Teresa Purvis
- Diana Evans

Modify the Noise Wavier

- Angela Madziar

Support the Noise Waiver

- Marcie Alling
- Doug Laramy
- Michelle Hall

Saevn Kesto explains why he is requesting the rezoning of 3712 S-C Suburban Commercial

City of Lansing
Notice of Public Hearing

The Lansing City Council will hold a public hearing on Monday, August 14, 2023 at 7:00 p.m. in the Tony Benavides Lansing City Council Chambers, 10th Floor, Lansing City Hall, Lansing, MI, for the purpose stated below:

To afford an opportunity for all residents, taxpayers of the City of Lansing, City Assessor, other interested persons and ad valorem taxing units to appear and be heard on the approval of an Obsolete Property Rehabilitation Certificate (the "Certificate"), pursuant to and in accordance with the provisions of the Obsolete Property Rehabilitation Act, Public Act 146 of 2000, for property located at 230 S. Holmes St., Lansing, Michigan, but more particularly described as follows:

E 179.77 FT LOT 11 & W 79.77 FT OF E 179.77 FT OF S 33 FT LOT 9, ALSO COM SE COR LOT 11, TH E 8.25 FT , N 66 FT, W 8.25 FT AND S 66 FT TO POB, BLOCK 11 GREEN OAK ADD SPLIT/COMBINED ON 09/18/2017 FROM 33-01-01-15-331-121, 33-01-01-15-331-131

Parcel Number: 33-01-01-15-331-132

Approval of this Certificate will provide the owner or potentially the developer of property an abatement of certain property taxes for the improvements to the property noted above. Further information regarding this issue may be obtained from Simon Verghese, Lansing Economic Development Corporation (LEDC), 230 N Washington Sq. Ste 212 Lansing, MI 48933, (517) 898-1709.

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

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

**CITY OF LANSING
NOTICE OF PUBLIC HEARING**

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Approval of this District will allow the owners of real property within the District to apply for an abatement of certain property taxes for the improvements to their property located within the District. Further information regarding this issue may be obtained from Simon Verghese, Lansing Economic Development Corporation (LEDC), 230 N. Washington Sq. Ste 212 Lansing, MI 48933, (517) 898-1709.

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

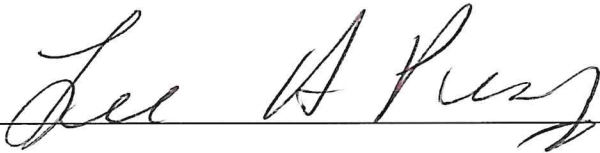
**CITY OF LANSING OPRA DISTRICT
230 S HOLMES ST REDEVELOPMENT PROJECT
PROPOSED OPRA DISTRICT AND CERTIFICATE APPROVAL PROCESS SCHEDULE**

DATE	BOARD/ COMMITTEE	ACTION	ATTENDANCE BY APPLICANT
May 16, 2023	LEDC	LEDC processes and reviews application, and submits the request to City Council.	
May 22, 2023 7:00 PM	Lansing City Council	Council Receives the requests to establish District and approve Certificate and refers them to the Committee on Development and Planning.	
June 7, 2023 3:30 PM	Committee on Development and Planning	Applicant Presents Requests to the D&P Committee to review the establishment of an OPRA District and approval of OPRA Certificate and Approves Resolutions to set Public Hearings.	YES
June 12, 2023 7:00 PM	Lansing City Council	Council passes resolution setting the Public Hearing for 7:00PM on <u>June 22nd, 2023</u> . <i>Public Hearing Notice-10 Days (Mail/Paper)</i>	
June 26, 2023 7:00 PM	Lansing City Council	Public hearings held at Council for OPRA District and OPRA Certificate. Requests referred back to the Committee on Development and Planning	YES
July 5, 2023 3:30 PM	Committee on Development and Planning	D&P Committee approves resolutions to approve the District and Certificate requests.	(if necessary)
July 10, 2023 7:00 PM	City Council Meeting	City Council Approves establishment of OPRA District and OPRA Certificate.	YES

AFFIDAVIT OF PUBLICATION

I, Lee Purdy, am a resident of Lansing, County of Ingham, State of Michigan, and do hereby certify, swear, or affirm, that I am competent to give the following declaration based on my personal knowledge, unless otherwise stated, and that the following facts are true and correct to the best of my knowledge: That the attached advertisement – **CP#23-182- CITY OF LANSING NOTICE OF PUBLIC HEARING** appeared Wednesday, August 2, 2023, and that City Pulse satisfies the requirements of 1963 PA 247 MCL 691.1051.b

WITNESS my signature this 2nd day of August 2023



Signature of Declarer

State of Michigan
County of Ingham

This instrument was acknowledged before me on August 2, 2023

By Lee Purdy



Berl Schwartz, Notary Public

My commission expires January 24, 2025

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

AFFIDAVIT OF PUBLICATION

I, Lee Purdy, am a resident of Lansing, County of Ingham, State of Michigan, and do hereby certify, swear, or affirm, that I am competent to give the following declaration based on my personal knowledge, unless otherwise stated, and that the following facts are true and correct to the best of my knowledge: That the attached advertisement – **CP#23-181- CITY OF LANSING NOTICE OF PUBLIC HEARING** appeared Wednesday, August 2, 2023, and that City Pulse satisfies the requirements of 1963 PA 247 MCL 691.1051.b

WITNESS my signature this 2nd day of August 2023

A handwritten signature in black ink, reading "Lee A. Purdy", written over a horizontal line.

Signature of Declarer

State of Michigan
County of Ingham

This instrument was acknowledged before me on August 2, 2023

By Lee Purdy

A handwritten signature in blue ink, reading "Berl Schwartz", written over a horizontal line.

Berl Schwartz, Notary Public

My commission expires January 24, 2025

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

**CITY OF LANSING
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a Public Hearing will be held on Monday, August 14, 2023 at 7:00 p.m. in the Tony Benavides Lansing City Council Chambers, 10th Floor Lansing City Hall, 124 W. Michigan Ave., Lansing, MI for the purpose of considering:

An Ordinance of the City of Lansing, Michigan, to amend the Lansing Codified Ordinances by amending Chapter 210, Section 210.02 of the Lansing Codified Ordinances to amend the uses of the tenth floor Council Chambers and Conference Room.

Persons with disabilities who need an accommodation to fully participate in these meetings should contact the City Council Office at 517-483-4177 (TDD (517) 483-4479) 24 hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodation requests.

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/MiPMC
www.lansingmi.gov/Clerk
www.facebook.com/LansingClerkSwope

ORDINANCE NO.

An ordinance of the City of Lansing, Michigan, to amend Chapter 210 of the Lansing Codified Ordinances Section 210.02 to update language regarding the use of the tenth floor Council Chambers and Conference Room.

THE CITY OF LANSING ORDAINS:

Section 1. That Chapter 210 Section 210.02 of the Codified Ordinances of the City of Lansing, Michigan be and is hereby amended to read as follows:

210.02- Use of **Tony Benavides Lansing City Council Chambers** council chambers and conference room.

The following comprehensive policy on the use of the **Tony Benavides Lansing City Council Chambers** ~~Tenth Floor Council Chambers~~ and Conference Room ("**Council Facilities**") is hereby adopted:

(a) Priorities for Scheduling Use of Facilities.

(1) Council functions, including **CityTV Channel 28**;

(2) Other City functions, including citizen boards; and

(3) All outside functions, as approved in advance by Council **leadership in conjunction with the Council Office Manager.**

Scheduling the use of the **Council Facilities** ~~Chambers and Conference Room~~ shall be done in consultation with the Council Staff and shall include time for pre-event set-up and post-event clean-up. Council Staff shall maintain a master calendar, primarily based on a first-come, first-served schedule for the **Council Facilities** ~~Chambers and Conference Room~~. However, in extraordinary circumstances, Council may need to pre-empt a scheduled use of **Council Facilities** ~~Tenth Floor facilities~~ for Council business.

(b) Conditions for Use of **Council Facilities** by Non-City Groups.

(1) Any non-City individual or group desiring use of the **Council Facilities** ~~Council Chambers or Conference Room~~ for a governmental purpose shall request permission from Council at least 30 days in advance of the event. Such request

shall be considered as soon as possible by the Committee of the Whole. ~~The Chambers and Conference Room~~ **Council Facilities** shall not be made available to non-City individuals or groups for private, nongovernmental events.

(2) Non-City individuals or groups granted permission by Council **Leadership** for use of the **Council Facilities** ~~Chambers or Conference Room~~ shall sign a statement acknowledging responsibility for the conduct of their event within the following restrictions:

A. Councilmember and Staff offices, desks, telephones and supplies shall not be used by event organizers or participants, including media representatives.

B. Refreshments shall be the responsibility of event organizers.

C. Requests for use of the Tenth Floor sound system, audio recording equipment, video equipment or other logistical arrangements shall be made **directly with CityTV** at the time permission to schedule the facility is requested.

D. The movement of tables, chairs and other equipment shall be done by event organizers under the direction of the Council Staff.

E. No event shall be allowed to interfere with regular Tenth Floor activities.

F. No event shall be allowed during times when City Hall is closed unless the organizers receive written permission from the Mayor prior to Council consideration of the request to schedule use of Tenth Floor facilities.

G. Event participants shall not congregate anywhere on the ~~Tenth Floor~~ outside the **Council Facilities** ~~Chambers or Conference Room~~ for the purpose of caucuses or continuation of event discussions.

H. Event organizers shall clean up the **Council Facilities** ~~Chambers and/or Conference Room~~ and move equipment to original locations after the event.

I. Event organizers shall be responsible for any City costs, including Staff overtime, **security and maintenance** incurred due to their event, as determined by Council.

J. Event organizers shall indemnify and hold the City harmless from all liability for any damage suffered by event participants.

K. Event organizers unable to conduct their event and control their participants within these restrictions and conditions shall be barred from future use of **Council Facilities** ~~Tenth Floor facilities.~~

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

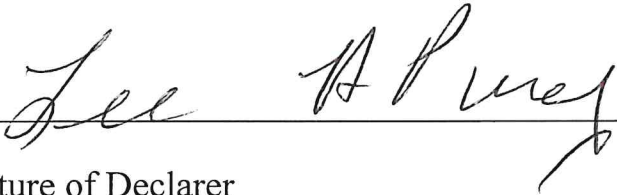
Section 3. Should any section, clause or phrase of this ordinance be declared to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof other than the part so declared to be invalid.

Section 4. This ordinance shall take effect on the 30th day after enactment, unless given immediate effect by City Council, and shall expire December 31, 2032.

AFFIDAVIT OF PUBLICATION

I, Lee Purdy, am a resident of Lansing, County of Ingham, State of Michigan, and do hereby certify, swear, or affirm, that I am competent to give the following declaration based on my personal knowledge, unless otherwise stated, and that the following facts are true and correct to the best of my knowledge: That the attached advertisement – **CP#23-180- CITY OF LANSING NOTICE OF PUBLIC HEARING** appeared Wednesday, August 2, 2023, and that City Pulse satisfies the requirements of 1963 PA 247 MCL 691.1051.b

WITNESS my signature this 2nd day of August 2023



Signature of Declarer

State of Michigan
County of Ingham

This instrument was acknowledged before me on August 2, 2023

By Lee Purdy



Berl Schwartz, Notary Public

My commission expires January 24, 2025

**CITY OF LANSING
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a Public Hearing will be held on Monday, August 14, 2023 at 7:00 p.m. in the Tony Benavides Lansing City Council Chambers, 10th Floor Lansing City Hall, 124 W. Michigan Ave., Lansing, MI for the purpose of considering:

An Ordinance of the City of Lansing, Michigan, to amend the Lansing Codified Ordinances by amending Chapter 210, Section 210.02 of the Lansing Codified Ordinances to amend the uses of the tenth floor Council Chambers and Conference Room.

Persons with disabilities who need an accommodation to fully participate in these meetings should contact the City Council Office at 517-483-4177 (TDD (517) 483-4479) 24 hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodation requests.

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/MiPMC
www.lansingmi.gov/Clerk
www.facebook.com/LansingClerkSwope

**CITY OF LANSING
NOTICE OF PUBLIC HEARING**

Z-7-2023, 3712 S. Cedar Street

Rezoning from “MX-C” Mixed Use Center to “S-C” Suburban Commercial

The Lansing City Council will hold a public hearing on Monday, August 14, 2023 at 7:00 p.m. in the Tony Benavides Lansing City Council Chambers, 10th Floor, Lansing City Hall, 124 W. Michigan Avenue, Lansing, Michigan to consider a request by Saevn Kesto, 3712 S. Cedar, LLC to rezone 3712 S. Cedar Street, legally described as:

Lots 8 & 9, Jessops Home Gardens Subdivision,

from “MX-C” Mixed-Use Center to “S-C” Suburban Commercial to permit a motor vehicle repair facility on the subject property.

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/MiPMC
www.lansingmi.gov/Clerk
www.facebook.com/LansingClerkSwope

ORDINANCE # _____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, PROVIDING FOR THE REZONING OF A PARCEL OF REAL PROPERTY LOCATED IN THE CITY OF LANSING, MICHIGAN AND FOR THE REVISION OF THE DISTRICT MAPS ADOPTED BY SECTION 1242.02 OF THE CODE OF ORDINANCES.

The City of Lansing ordains:

Section 1. That the district maps adopted by and incorporated as Section 1242.02 of the Code of Ordinances of the City of Lansing, Michigan be amended to provide as follows:

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

Case Number:	Z-7-2023
Parcel Number's:	33-01-01-33-252-172
Addresses:	3712 S. Cedar Street
Legal Descriptions:	Lots 8 & 9, Jessops Home Gardens Subdivision, from "MX-C" Mixed-Use Center to "S-C" Suburban Commercial

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

Section 3. This ordinance was duly adopted by the Lansing City Council on _____, 2023, and a copy is available in the office of the Lansing City Clerk, 9th Floor, City Hall, 124 W. Michigan Avenue, Lansing, MI 48933.

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

GENERAL INFORMATION

APPLICANT/OWNER:	Saevn Kesto, 3712 Cedar, LLC 2745 Wynclyff Drive Commerce, MI 48390
REQUESTED ACTIONS:	Rezone 3712 S. Cedar Street from “MX-C” Mixed-Use Urban Corridor to “S-C” Suburban Commercial.
EXISTING LAND USE:	5,524 square-foot Commercial Building.
EXISTING ZONING:	“MX-C” Mixed-Use Urban Corridor District
PROPOSED ZONING:	“S-C” Suburban Commercial District
PROPERTY SIZE:	96’ x 184’ = 17,664 square feet – 0.41 acres
SURROUNDING LAND USE:	N: Commercial Personal Service S: Commercial Dance Studio E: Single-Family Residential Neighborhood W: Place of Assembly/Worship
SURROUNDING ZONING:	N: “MX-C” Mixed-Use Urban Corridor District S: “MX-C” Mixed-Use Corridor District E: “MX-C” Mixed-Use Corridor District W: “R-5” Urban Residential District
MASTER PLAN:	The Design Lansing Comprehensive Plan designates the subject property for “Urban Mixed-Use Corridor” land use. S. Cedar Street is designated as an activity corridor.

DESCRIPTION:

This is a request by Saevn Kesto to rezone the property at 3712 S. Cedar Street from “MX-C” Mixed-Use Corridor District to “S-C” Suburban Commercial District. The purpose of the rezoning is to permit the use of the property as a *vehicle repair facility*. The current zoning designation permits *vehicle service stations* which limits the type of vehicle work that may be conducted at the property to *minor repairs* which includes brake and tire replacement, tune ups, oil changes, and other low intensity repairs that would have a minimal impact on the surrounding land uses. If approved, the proposed rezoning would permit the lot to be used as a *vehicle repair station*, which permits both minor repair and major repair activities. *Major repair* includes collision work, body painting, engine replacement, and other high intensity repair activities, in addition to the minor repair activities permitted at a vehicle service station. Major repairs typically have a greater impact on the surrounding properties.

COMPATIBILITY WITH SURROUNDING LAND USE:

The rezoning will permit higher intensity uses on the property which may negatively impact the surrounding area and the residential neighborhood to the west in particular. The applicant is requesting the rezoning for the purpose of utilizing the lot for a vehicle collision repair business which may generate noise and fumes and may result in unsightly conditions as wrecked vehicles are brought onto the property to be repaired.

As evidenced by the attached map, the properties that have frontage along S. Cedar Street in the area are zoned MX-C". Rezoning the subject property to "S-C" Suburban Commercial would be inconsistent with the established zoning pattern in the area and would result in a "spot zoning" situation. Spot zoning is considered an unacceptable planning and zoning practice as it affords land use rights to one property owner that are not afforded to other property owners in the surrounding area. It also sets a negative precedent for future requests to rezone properties along S. Cedar Street to the "S-C" zoning district. In addition, the development requirements of the "MX-C" zoning district are very different from those of the "S-C" zoning district in terms of setbacks, front yard parking, building height, etc. The proposed rezoning would, therefore, result in an inconsistent development plan as well which is contrary to the goals and basic planning and zoning principles.

COMPLIANCE WITH MASTER PLAN:

The Design Lansing Comprehensive Plan designates the subject property for "Urban Mixed-Use Corridor" land uses. The Plan specifies the following for this land use classification:

"To encourage the redevelopment of the strip commercial corridors between cores to create a transit-supportive mix of uses, with a clear pedestrian orientation."

The Plan lists the following as "typical uses" for the "Urban Mixed-Use Corridor" land use category:

"Retail and Personal Services, medium-density residential in an urban format, office, live-work, R&D and selected light industrial with approval."

The current "MX-C" Mixed-Use Urban Corridor zoning designation of the subject property not only maintains the continuity of the intended land uses for this area, but also allows for pedestrian-oriented, mixed-use commercial and multi-family residential uses. This is consistent with the commercial land use pattern being advanced in the Master Plan for the S. Cedar Street corridor. The proposed "S-C" Suburban Commercial zoning, by contrast, allows uses and development layouts that are less pedestrian-oriented and would require a high degree of buffering and screening to blend with the surrounding properties and placemaking goals for the area.

IMPACT ON VEHICULAR AND PEDESTRIAN TRAFFIC:

The proposed rezoning is not likely to have any negative impacts on vehicular or pedestrian traffic in the area.

IMPACT ON PUBLIC FACILITIES:

The site is already served by all necessary public facilities. No changes are proposed for the site at this time that would have an impact on public facilities. The applicant has questioned the possibility of paving the vacant lot the north for additional parking. In order for that to happen, the vacant lot would also need to be rezoned to the “S-C” zoning district as there is a clause in the zoning ordinance that parking to serve a particular use must be located on land that is zoned for that use. A new parking lot would also require review and approval of a site plan, a primary component of which is a storm water management plan designed to accommodate the drainage resulting from the additional impervious surface.

ENVIRONMENTAL IMPACT:

The proposal is not anticipated to have any negative impact on the physical environment. The use of equipment, tools and chemicals/materials that are used for vehicles body repair, painting, and engine replacement may, however, create noise, fumes and a high level of activity in general that may be detrimental to the living environment for the adjacent residential landowners.

IMPACT ON FUTURE PATTERNS OF DEVELOPMENT:

The proposed zoning may be disruptive to the development pattern in the area. If the rezoning were to be approved in spite of the proposed zoning being inconsistent with the existing zoning pattern in the area and with the land use pattern being advanced in the Master Plan, it would set a precedent for future requests to rezone property to the “S-C” zoning district along S. Cedar Street and elsewhere in the City as well.

SUMMARY

This is a request by Saven Kesto to rezone the property at 3712 S. Cedar Street from “MX-C” Mixed-Use Urban Corridor district to “S-C” Suburban Commercial district. The purpose of the rezoning is to utilize the property for an automobile collision repair facility.

The findings of fact, as outlined in this staff report, do not support a positive recommendation for the requested rezoning. The proposed rezoning would result in a “spot” of “S-C” zoning along the S. Cedar Street corridor in the vicinity of the subject property; would be contrary to the future land use pattern being advanced in the Design Lansing Comprehensive Plan and would set a precedent for future rezoning requests in the area.

RECOMMENDATIONS

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

“I make a motion to deny Z-7-2023, a request to rezone the property at 3712 S. Cedar Street from “MX-C” Mixed-Use Urban District to “S-C” Suburban Commercial District.”

Respectfully Submitted,

Zachary Driver
Commercial Corridor Specialist



PETITION FOR RE-ZONING

CITY OF LANSING
PLANNING OFFICE

Reset Form

Print

RECEIVED

APR 12 2023

PLANNING DIVISION

FILE NUMBER: _____

DATE SUBMITTED: _____

To the Honorable Mayor and City Council:

The undersigned do hereby petition for approval to rezone the following described property:

3712 S Cedar St Lansing MI 48911

Street address, including zip code, of property to be rezoned

From _____ district to _____ district.

Legal
description:

Lots 8 & 9 Jessops Home Garden Sub
Lot 7 Jessops Home Gardens Sub

Applicant:

Saevn Kesto - 3712 Cedar LLC
~~3712 S Cedar St~~

Address (including zip code):

2745 Wynclyff Dr Commerce MI 48390

Phone number(s):

248-444-0108

Fax number:

Email:

skkesto@gmail.com

Name of owner:

Saevn Kesto - 3712 Cedar LLC

Address (including zip code):

2745 Wynclyff Dr Commerce MI 48390

Phone number:

248-444-0108

Interest in Property (please check one):

☐ Option to buy

☒ Owner

☐ Lessee

☐ Represent owner

☐ Other (please specify): _____

IF MORE SPACE IS NEEDED FOR THE ITEMS LISTED BELOW, PLEASE ATTACH EXTRA SHEETS

Do you have a specific plan for using this property?

☒ Yes

☐ No

If so, describe and / or
explain the specific land use
proposed for this property:

Collision Shop
S.C. Suburban Commercial district

Please answer the following:

☐ Check here if residential

Number of bedrooms:

Bedrooms

of Units

Total Bedrooms

Efficiency

One bedroom

Two bedrooms

Three bedrooms

TOTAL UNITS

of accessible onsite parking spaces:

☒ Check here if non-residential

Number of employees (largest shift):

4

Number of accessible onsite parking spaces:

16

Hours and days / week of operation:

Monday - Friday 9 am - 10 pm

Explain what changes or changing conditions make the passage of this rezoning necessary:

This building was used for auto repair, with previous owners. We have leased this building to a tenant that does more repairs than prior ~~occupants~~ occupants.

Comment on other circumstances which justify the amendment:

We have not changed what is being done at this building. We just have different company in place. The prior occupants did car repairs for a long time at this building.

A site plan is always helpful in analyzing the petition to rezone land.

A site plan, if appropriate at this time, should be attached to each copy of not less than 1" = 100', identifying the land which would be affected by the rezoning, the existing zoning classification of all abutting land within 300 feet, all public and private rights-of-way and easements. also, show the proposed development on the land with setbacks, access points, locations of accessory structures, trash receptacles, and parking spaces. A Landscape Screening and Buffering plan must be submitted in accordance with Chapter 1290.

If exhibits are to be furnished late, please indicate date of submittal: _____

If exhibits are not submitted in a timely manner, the petition may be tabled or the process delayed.

FEES:

Less than one (1) acre:	\$500.00
One (1) to three (3) acres:	\$650.00
Greater than three (3) acres:	\$800.00

Please have the petition reviewed by and filed with the Planning Office. The Planning Office will transmit it to the City Clerk for official submission.

Signature of applicant: _____

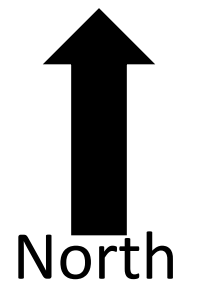
Name: _____

Saeun Kesto

For assistance, please contact:

PLANNING OFFICE
316 N. CAPITOL AVE., SUITE D-1
LANSING, MI 48933-1236
(517) 483-4066
FAX: (517) 483-6036

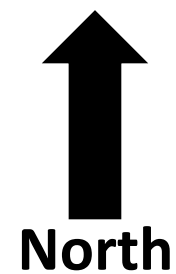






Zoning Districts

- R-1 - Suburban Detached Res.
- R-2 - Suburban Detached Res.
- R-3 - Suburban Detached Res.
- R-4 - Urban Detached Res.
- R-5 - Urban Detached Res.
- R-6A - Urban Detached Res.
- R-6B - Urban Detached Res.
- R-MX - Residential Mix
- MFR - Multi-Family Residential
- R-AR - Residential Adaptive Reuse
- S-C - Suburban Corridor
- MX-C - Mixed-Use Corridor
- MX-1 - Mixed-Use Neighborhood Center
- MX-2 - Mixed-Use Community Center
- MX-3 - Mixed-Use District Center
- IND-1 - Suburban Industrial
- IND-2 - General Industrial
- IND-3 - Urban Industrial
- INST-1 - Suburban Institution
- INST-2 - Urban Institution



AFFIDAVIT OF PUBLICATION

I, Lee Purdy, am a resident of Lansing, County of Ingham, State of Michigan, and do hereby certify, swear, or affirm, that I am competent to give the following declaration based on my personal knowledge, unless otherwise stated, and that the following facts are true and correct to the best of my knowledge: That the attached advertisement – **CP#23-174- CITY OF LANSING NOTICE OF PUBLIC HEARING** appeared Wednesday, July 26, 2023, and that City Pulse satisfies the requirements of 1963 PA 247 MCL 691.1051.b

WITNESS my signature this 26th day of July 2023

A handwritten signature in black ink, appearing to read "Lee Purdy", is written over a horizontal line.

Signature of Declarer

State of Michigan
County of Ingham

This instrument was acknowledged before me on July 26, 2023

By Lee Purdy

A handwritten signature in blue ink, appearing to read "B. Schwartz", is written over a horizontal line.

Berl Schwartz, Notary Public

My commission expires January 24, 2025

**CITY OF LANSING
NOTICE OF PUBLIC HEARING**

**Z-7-2023, 3712 S. Cedar Street
Rezoning from "MX-C" Mixed Use Center to "S-C" Suburban Commercial**

The Lansing City Council will hold a public hearing on Monday, August 14, 2023 at 7:00 p.m. in the Tony Benavides Lansing City Council Chambers, 10th Floor, Lansing City Hall, 124 W. Michigan Avenue, Lansing, Michigan to consider a request by Saevn Kesto, 3712 S. Cedar, LLC to rezone 3712 S. Cedar Street, legally described as:

Lots 8 & 9, Jessops Home Gardens Subdivision,

from "MX-C" Mixed-Use Center to "S-C" Suburban Commercial to permit a motor vehicle repair facility on the subject property.

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/MiPMC
www.lansingmi.gov/Clerk
www.facebook.com/LansingClerkSwope

CP#23-174

RE: Notification of Public Hearing for a Waiver of the Noise Ordinance

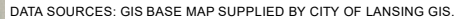
Dear Resident:

As you are likely aware, utility construction is currently taking place within your neighborhood as part of the CSO 015 South Project. In order to keep the project on schedule and reduce the time construction will impact your neighborhood, the City of Lansing Public Service Department has requested, on behalf of the contractor, a noise waiver to permit work on Saturdays from 8:00 am to 4:30 pm.

The Lansing City Council held a public hearing on July 10, 2023. Due to a technical issue, not all affected residents were notified of the original hearing date. Therefore, a second public hearing will be held on **Monday, August 14, 2023, at 7:00 pm**, in the Tony Benavides Lansing City Council Chambers, 10th Floor, City Hall, in order to provide residents with an opportunity to comment on this noise waiver request. Written comments may also be submitted via e-mail to city.council@lansingmi.gov or by mail to Lansing City Council, 124 W. Michigan Avenue, 10th Floor, Lansing MI 48933, no later than 5:00 pm on August 14, 2023.

If you have any questions regarding the project or this noise waiver request, please contact Mr. Marc Jones, the City's Project Engineer, at (517) 483-4266.

Thank you.



PROJECT NO.
180593

FIGURE NO.
1

Resolution #2023-187

By the Committee on City Operations
Resolved by the City Council of the City of Lansing

WHEREAS, Trei Mititei LLC sought to eliminate a special assessment of \$835 for trash removal fees, associated penalties, and interest, on the property tax bill for 500 W. Willow Street (ID #33-01-01-09-153-121); and

WHEREAS, upon filing a claim to the Committee on City Operations, the Committee met on July 24, 2023, and granted the claim in the amount of \$835.

THEREFORE, BE IT RESOLVED, the City Council, hereby grants the claim in the amount of \$835 for trash removal fees, associated penalties, and interest on the property tax bill for 500 W. Willow Street (Tax ID #33-01-01-09-153-121).

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

Resolution #2023-188

By the Committee on City Operations
Resolved by the City Council of the City of Lansing

WHEREAS, Silly Goose LLC sought to eliminate a special assessment of \$625 for trash removal fees, associated penalties, and interest, on the property tax bill for 1506 Robertson Avenue (ID #33-01-01-08-206-071); and

WHEREAS, upon filing a claim to the Committee on City Operations, the Committee met on July 24, 2023, and denied the claim in the amount of \$625.

THEREFORE, BE IT RESOLVED, the City Council, hereby denies the claim in the amount of \$625 for trash removal fees, associated penalties, and interest on the property tax bill for 1506 Robertson Avenue (Tax ID #33-01-01-08-206-071).

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

Resolution #2023-189

By the Committee on Ways and Means
Resolved by the City Council of the City of Lansing

WHEREAS, the City of Lansing is named as defendant in a workers' compensation action, WC 2062876-01143, involving alleged work-related injuries/illnesses; and

WHEREAS, it is proposed that the action be resolved by virtue of entering into a settlement agreement, in which, the City of Lansing would agree to pay Plaintiff the sum of seventy-five thousand ninety-three hundred (\$75,093.00) in exchange for a complete redemption and release of the City from any past, present, and future liability regarding any alleged injuries/illnesses whatsoever; and

WHEREAS, the proposed settlement is recommended by the Mayor, the Human Resources Department, the City of Lansing's Fund Administrator, and the City Attorney.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council hereby approve payment of seventy-five thousand ninety-three hundred (\$75,093.00) pursuant to said proposed settlement agreement as a full and final settlement of said action.

BE IT FINALLY RESOLVED that the Law Department is authorized to prepare and execute the requisite documents to complete settlement of the aforementioned lawsuit.

Resolution #2023-190

By the Committee on Ways and Means
Resolved by the City Council of the City of Lansing

WHEREAS, the City of Lansing is named as defendant in a workers' compensation action, WC 2876-21-0001854, involving alleged work-related injuries/illnesses; and

WHEREAS, it is proposed that the action be resolved by virtue of entering into a settlement agreement, in which, the City of Lansing would agree to pay Plaintiff the sum of twenty-eight thousand one hundred (\$28,100.00) in exchange for a complete redemption and release of the City from any past, present, and future liability regarding any alleged injuries/illnesses whatsoever; and

WHEREAS, the proposed settlement is recommended by the Mayor, the Human Resources Department, the City of Lansing's Fund Administrator, and the City Attorney.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council hereby approve payment of twenty-eight thousand one hundred (\$28,100.00) pursuant to said proposed settlement agreement as a full and final settlement of said action.

BE IT FINALLY RESOLVED that the Law Department is authorized to prepare and execute the requisite documents to complete settlement of the aforementioned lawsuit.

Resolution #2023-191

By the Committee on Ways and Means
Resolved by the City Council of the City of Lansing

WHEREAS, In July 2023, through the FY 24 Target Foundation Grant Program, the US Conference of Mayors awarded the Lansing Police Department funding for the continuation of their efforts to educate and mentor young men and women through their knowledge and experience in construction trades in coordination with the Mikey23 Foundation; and

WHEREAS, the total grant amount is \$100,000, and the funds will be distributed to the Mickey23 Foundation via a grant agreement between the City of Lansing and the Mikey23 Foundation; and

WHEREAS, the grant does not require a local match; and

WHEREAS, the grant recipients shall provide a final report of the use of the grant funds within 12 months after disbursement.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the FY 2024 Target grant funds received from The United States Conference of Mayors for immediate use upon approval of the Lansing City Council.

BE IT FURTHER RESOLVED, that 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 awarded grant funds.

BE IT FINALLY RESOLVED that the Administration is authorized to enter into any grant agreements with the Mikey23 Foundation that may be required to administer the grant funding, subject to approval as to form by the City Attorney.

Resolution #2023-192

By the Committee on Ways and Means
Resolved by the City Council of the City of Lansing

WHEREAS, the State of Michigan Department of Treasury has given preliminary notice of its intent to award a Financially Distressed Cities, Villages, and Townships (FDCVT) grant in the amount up to \$30,000 toward reimbursement of expenditures required to implement the Violent Crime Initiative Funding; and

WHEREAS, the FDCVT grant requires no local match; and

WHEREAS, the State of Michigan requires each municipality's government body to adopt a resolution authorizing participation in the proposed project prior to finalizing the award of grants from the State of Michigan's FDCVT grant program; and

WHEREAS, the City of Lansing acknowledges that it:

- 1.) Has filed its annual financial report (F65) or audit per the Uniform Budgeting and Accounting Act or the Uniform System of Accounting Act,
- 2.) Has filed its financial plan (deficit elimination plan) per the Glenn Steil State Revenue Sharing Act, as applicable,
- 3.) Is not delinquent in making payments that are due on loans issued pursuant to the Emergency Municipal Loan Act, and
- 4.) Does not have a payment due and owing to the state.

And thus, is eligible to participate in a FDCVT grant funded projects;

NOW, THEREFORE, BE IT RESOLVED THAT the City Council hereby authorizes participation in the Violent Crime Initiative Funding and on behalf of the City of Lansing authorizes the Mayor or their designee to provide this resolution indicating its approval to the State of Michigan, and to submit and execute documents requested by the State of Michigan relating to the FDCVT requirements.

BE IT FINALLY RESOLVED THAT upon final award of the FDCVT grant, City Council approves acceptance of the grant funds and 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 awarded funds.

Resolution #2023-193

By the Committee on Ways and Means
Resolved by the City Council of the City of Lansing

WHEREAS, Gregory and Mary Douglass ("Purchasers") requested to purchase a parcel of vacant land owned by Lansing Board of Water and Light ("LBWL") located in Delhi Township (the "Property"), adjacent to land presently owned by Purchasers; and

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

WHEREAS, the Property was purchased with LBWL rate-payer funds in 1980, but is currently vacant, located in a flood zone, and not needed to continue the operation of the Board of Water and Light; and

WHEREAS, the LBWL Board of Commissioners, by Resolution 2023-05-03, voted to recommend that the Lansing City Council grant conveyance of the Property to Purchasers for \$5,000.00.

NOW, THEREFORE BE IT RESOLVED, that the Lansing City Council hereby approves sale of the Property, legally described as:

Lot 11 of Pine-Dell, a Subdivision on the NE ¼ of Section 11, T3N, R2W, Delhi Township, Ingham County, Michigan, said Plat recorded in Liber 25, on Pages 10 & 11 of Ingham County Plats.

To Gregory and Mary Douglass, for the sum of Five Thousand Dollars (\$5,000.00).

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

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

Resolution #2023-184

By Council Members Brown, Garza, Hussain, Jackson, Kost, Spadafore,
Spitzley, Wood

Resolved by the City Council of the City of Lansing

WHEREAS, West Junior High School was designated by the Board of Education as an institute of learning on the City's West side. West Junior High held honors for sports, journalism, music, and community service until it's closing in 1969; and

WHEREAS, past students of West Junior High are proud to be remembered as the Cowboys and Cowgirls, and will continue to celebrate, have fun, and remember their days at West Junior High School; and

WHEREAS, on August 27, 2023 they will honor and salute the legacy of Lawrence R. Davis for his vision for a reunion of all former students that attended West Junior High, where past students can cherish the memories of friendships, courtships, sportsmanship, and accomplishments.

NOW, THEREFORE, BE IT RESOLVED, that the City of Lansing City Council hereby recognizes Lawrence R. Davis on his vision to reunite former students of West Junior High School, and thank those students for their faithful dedication and tribute to West Junior High School.

Resolution #2023-185

By the Committee of the Whole
Resolved by the City Council of the City of Lansing

WHEREAS, the Mayor has made the appointment of Sharon D. Civils as an At-Large member of the Board of Review for a term to expire June 30, 2026; and

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

WHEREAS, the Committee of the Whole met on August 14, 2023 and took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Sharon D. Civils as an At-Large member of the Board of Review for a term to expire June 30, 2026.

Resolution #2023-186

By the Committee of the Whole
Resolved by the City Council of the City of Lansing

WHEREAS, the Mayor has made the appointment of Dale Schrader as an At-Large member of the Lansing Board of Water and Light Board of Commissioners for a term to expire June 30, 2027; and

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

WHEREAS, the Committee of the Whole met on August 14, 2023 and took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Dale Schrader as an At-Large member of the Lansing Board of Water and Light Board of Commissioners for a term to expire June 30, 2027.

Resolution #2023-194

By the Committee of the Whole
Resolved by the City Council of the City of Lansing

**License Revocation – Energy Event Center, 3222 S. MLK Jr BLVD STE 41A
Lansing, MI. 48910**

WHEREAS, Energy Event Center has previously been issued a Cabaret license by the City and;

WHEREAS, the City has received of notice of alleged violations of federal, state law and local ordinances and;

WHEREAS, in accordance with the Codified Ordinances of Lansing, Michigan, Section 808.08, before revoking a Cabaret license, Council or its designated hearing officer shall hold a hearing on the matter and serve notice to the license holder and any other person known to have a legal interest in such license, by first-class mail, posted not less than five (5) days prior to such hearing, and;

WHEREAS, a request for revocation hearing was placed in the City Clerk's Office on August 7, 2023 and;

NOW, THEREFORE, BE IT RESOLVED, that the Lansing City Council hereby sets a hearing to be held August 24, 2023 at 1 pm in the Tony Benavides Lansing City Council Chambers, City Hall, 124 W. Michigan Ave, Lansing, Michigan as provided in Chapter 808, Section 808.08 of the Codified Ordinances of Lansing, Michigan, to receive evidence from the parties; that the parties be given an opportunity to appear and be heard, and thereafter, to consider the revocation of the Cabaret License held by Energy Event Center at 3222 S. MLK Jr BLVD Ste 41A, Lansing Michigan.

BE IT FINALLY RESOLVED, that the City Council designate Elizabeth O'Leary as hearing officer who will secure a court reporter for preparing a transcript; will prepare a summary of findings of fact; and will provide a recommendation to City Council to comport with the requirements of Section 808.08 of the Lansing Codified Ordinances.

Resolution #2023-195

By the Committee on City Operations
Resolved by the City Council of the City of Lansing

WHEREAS, the Licensing and Enforcement Division of the Michigan Liquor Control Commission received a request from Liquor License; CP Lansing - Red Cedar LLC request for a B-Hotel License, Specially Designated Merchant ("SDM") a Sunday Sales (AM/PM), Social District, Entertainment, Additional 2 Bars, SDM Sunday Sales (PM) Permits at 3150, 3160, and 3170 East Michigan Avenue; and

WHEREAS, the Committee on City reviewed the request with affirmative action taken.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council, hereby, approves the request from CP Lansing - Red Cedar LLC request for a B-Hotel License, Specially Designated Merchant ("SDM") a Sunday Sales (AM/PM), Social District, Entertainment, Additional 2 Bars, SDM Sunday Sales (PM) Permits at 3150, 3160, and 3170 East Michigan Avenue.

Resolution #2023-196

By the Committee on City Operations
Resolved by the City Council of the City of Lansing

WHEREAS, Eugenio Trujillo applied to the City Clerk for a transient merchant license for a food truck (Irma's Cuban Food) to be located at 2200 South Cedar Street, Lansing, MI 48910; and

WHEREAS, the transient merchant license was denied, per the Lansing Police Department, due to findings in their background check; and

WHEREAS, Eugenio Trujillo appealed that license denial to City Council, which held a public hearing on June 10, 2023, notice for which was sent to the appellant who was afforded an opportunity to be heard; and

WHEREAS, following the public hearing, the appeal of the license denial was presented to the City Council Committee on City Operations. The Committee met on August 14, 2023 and denied the appeal for a transient merchant license for a food truck (Irma's Cuban Food) to be located at 2200 South Cedar Street.

THEREFORE, BE IT RESOLVED, the City Council, hereby denies the appeal of Eugenio Trujillo for a transient merchant license for a food truck (Irma's Cuban Food) to be located at 2200 South Cedar Street, Lansing, MI 48910.

BE IT FURTHER RESOLVED, that the City Clerk shall take the appropriate steps to formally deny the transient merchant license.

Resolution #2023-197

By the Committee on City Operations
Resolved by the City Council of the City of Lansing

RESOLUTION APPROVING THE INGHAM COUNTY DRAIN COMMISSIONER'S RELINQUISHMENT OF A PORTION OF THE BOLTER DRAIN AND ACCEPTING JURISDICTION AND CONTROL

WHEREAS, the Bolter Drain (the "Drain") is a county drain originally established on or about November 26, 1907, in accordance with the provisions of Chapter 4 of the Michigan Drain Code of 1956, 1956 P.A. 40, as amended, MCL 280.71 *et seq.*, (the "Drain Code") and is under the jurisdiction of the Ingham County Drain Commissioner ("Drain Commissioner"); and

WHEREAS, the Drain is located in the City of Lansing and the Charter Township of ^Delhi, as further described by the route and course description set forth in Exhibit A to this Resolution; and

WHEREAS, pursuant to Section 395 of the Drain Code, MCL 280.395, the Drain Commissioner may relinquish jurisdiction and control over all or any portion of a drain at any time when there is no outstanding indebtedness or contract liability of its drainage district, to the city in which all or a portion of the drain is wholly located if the city approves the relinquishment and accepts jurisdiction and control of all or any portion of the drain by a duly adopted resolution by its governing body; and

WHEREAS, on March 13, 2023, the Drain Commissioner issued an Order stating the intent of the Drain Commissioner to relinquish the portion of the Drain described and depicted in Exhibit B and to transfer jurisdiction and control to the City of Lansing; and

WHEREAS, in so doing will better serve public and private interests, including continued and proper operation, efficiency of administration, cost savings, and maintenance of the Drain, to provide storm water services for future development, health, convenience, welfare, and effective management of stormwater within the watershed, and other practical considerations.

NOW, THEREFORE, BE IT RESOLVED that, pursuant to Section 395 of the Drain Code, MCL 280.395, the City of Lansing hereby approves the relinquishment of the portion of the Bolter Drain and accepts jurisdiction and control from the Drain Commissioner to the City of Lansing of that portion of the Bolter Drain described and depicted in Exhibit B.

BE IT FURTHER RESOLVED that the City of Lansing will accept for assignment from the Drain Commissioner to the City of Lansing all drain easements and/or rights-of-way, including drainage structures and related appurtenances.

BE IT FINALLY RESOLVED that the Mayor is authorized to execute all necessary contracts and documents to effectuate the transfer of jurisdiction and control of the portion

of the Bolter Drain and acceptance for assignment from the Drain Commissioner to the City of Lansing all drain easements and/or rights-of-way, including drainage structures and related appurtenances, subject to prior approval as to content and form by the City Attorney.

Resolution #2023-198

By the Committee on City Operations
Resolved by the City Council of the City of Lansing

**RESOLUTION TO ACCEPT EASEMENTS FOR TRANSITION OF A PRIVATE
SANITARY SEWER TO A PUBLIC SANITARY SEWER TO COMPLY WITH MICHIGAN
PLUMBING CODE**

WHEREAS, the Public Service Department proposes to acquire easements through 6250 South Cedar Street and 501 East Edgewood Boulevard for the purpose of making public an existing private sanitary sewer, in compliance with Michigan Plumbing Code; and

WHEREAS, in 1985 the existing private sanitary sewer was constructed to City of Lansing standards and inspected by the City of Lansing (the "Sewer"), but remained a private sewer at that time because it served only one parcel; and

WHEREAS, the owners desire the Sewer to serve more than one parcel, which Michigan Plumbing Code requires that the Sewer be public; and

WHEREAS the properties are owned by Nikarach, LLC, A&C Investments of Central Michigan, LLC, Philip A Langlois, LLC, and Douglas Hoard, (collectively "Owners"); and

WHEREAS, the Owners intend to grant to the City easements for construction, use, operation, and maintenance of the Sewer; and

WHEREAS, the legal description of the easement through 6250 South Cedar Street is attached as Exhibit A; and

WHEREAS, the legal description of the easement through 501 East Edgewood Boulevard is attached as Exhibit B.

NOW THEREFORE BE IT RESOLVED, the Lansing City Council hereby approves the acceptance of easements for public sanitary sewer as legally described in Exhibits A and B from Owners, for the sum of \$1.00 (One and No/100 Dollars).

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

Exhibit A

Sanitary sewer easement description for 6250 S. Cedar Street:

Land in the Northeast one-quarter of Section 09, Town 03 North, Range 02 West, City of Lansing, Ingham County, Michigan, described as Commencing at the East one-quarter corner of Section 09; thence North 00 degrees 25 minutes 30 seconds West 1251.49 feet along the East line of said Section 09, to a point on the North right of way line of Edgewood Boulevard; thence North 62 degrees 01 minutes 58 seconds East 317.22 feet along said North right of way line to a point on the Southwesterly right of way line of Cedar Street, said point also being the most Easterly corner of Lot 8, Kahres Farm Subdivision; thence North 85 degrees 19 minutes 11 seconds West 293.27 feet along the Easterly line of said Lot 8 to the Place of Beginning of this 30 foot wide easement; thence continuing North 85 degrees 19 minutes 09 seconds West 141.86 feet along the Easterly line of said Lot 8; thence North 00 degrees 02 minutes 17 seconds East 2.50 feet; thence North 86 degrees 31 minutes 08 seconds East 96.72 feet; thence North 28 degrees 20 minutes 32 seconds West 93.31 feet; thence North 08 degrees 52 minutes 24 seconds East 14.40 feet; thence North 81 degrees 07 minutes 32 seconds West 10.94 feet; thence North 28 degrees 20 minutes 32 seconds West 477.79 feet; thence North 61 degrees 39 minutes 28 seconds East 30.00 feet; thence South 28 degrees 20 minutes 32 seconds East 462.91 feet; thence South 81 degrees 07 minutes 32 seconds East 26.05 feet; thence South 08 degrees 52 minutes 24 seconds West 34.30 feet; thence South 28 degrees 20 minutes 32 seconds East 122.06 feet to the place of beginning of this easement.

Exhibit B

Sanitary sewer easement description for 501 E. Edgewood Blvd.:

Land in the Northeast one-quarter of Section 09, Town 03 North, Range 02 West, City of Lansing, Ingham County, Michigan, described as Commencing at the East one-quarter corner of Section 09; thence North 00 degrees 25 minutes 30 seconds West 1251.49 feet along the East line of said Section 09, to a point on the North right of way line of Edgewood Boulevard; thence North 62 degrees 01 minutes 58 seconds East 317.22 feet along said North right of way line to a point on the Southwesterly right of way line of Cedar Street, said point also being the most Easterly corner of Lot 8, Kahres Farm Subdivision; thence North 85 degrees 19 minutes 11 seconds West 293.27 feet along the Easterly line of said Lot 8 to the Place of Beginning of this 30 foot wide easement; thence South 28 degrees 20 minutes 32 seconds East 8.12 feet; thence South 86 degrees 31 minutes 08 seconds West 115.47 feet; thence South 00 degrees 02 minutes 17 seconds West 157.68 feet; thence South 08 degrees 29 minutes 52 seconds East 61.83 feet to said North line of Edgewood Boulevard; thence South 62 degrees 05 minutes 23 seconds West 31.81 feet along said North right of way line; thence North 08 degrees 29 minutes 52 seconds West 74.64 feet; thence North 00 degrees 02 minutes 17 seconds East 185.63 feet; thence South 85 degrees 19 minutes 09 seconds East 141.86 feet along the Easterly line of said Lot 8, to the place of beginning of this easement.

THIS ITEM NOT AVAILABLE AT TIME OF PRINT

INTRODUCTION OF ORDINANCE

Council Member Brown introduced:

An ordinance of the City of Lansing, Michigan, to amend Chapter 1462 of the Lansing Codified Ordinances, Section 1462.03, to bring the acreage limitation for total Neighborhood Enterprise Zones in the City into conformity with State law.

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

Resolution #2023-199

By the Committee on Development & Planning
Resolved by the City Council of the City of Lansing

Resolved by the City Council of the City of Lansing that a public hearing be set for August 28, 2023 at 7 p.m. in Tony Benavides Lansing City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, to amend Chapter 1462 of the Lansing Codified Ordinances, Section 1462.03, to bring the acreage limitation for total Neighborhood Enterprise Zones in the City into conformity with State law.

ORDINANCE NO.

An ordinance of the City of Lansing, Michigan, to amend Chapter 1462 of the Lansing Codified Ordinances, Section 1462.03, to bring the acreage limitation for total Neighborhood Enterprise Zones in the City into conformity with State law.

THE CITY OF LANSING ORDAINS:

Section 1. That Chapter 1462, Section 1462.03 of the Codified Ordinances of the City of Lansing, Michigan be and is hereby amended to read as follows:

1462.03 – Designation of zones.

The City, by Council resolution, may, upon City initiative or on petition of any person:

- (a) Designate one or more neighborhood enterprise zones within a local governmental unit. A neighborhood enterprise zone, other than a neighborhood enterprise zone designated pursuant to subsection (b) hereof, shall contain not less than ten platted parcels of land. All the land within a neighborhood enterprise zone shall also be compact and contiguous.
- (b) Designate one or more neighborhood enterprise zones limited to new facilities if each new facility in the zone is part of a development of ten or more units.

The total acreage of the neighborhood enterprise zones designated under this section shall not exceed ~~one~~**fifteen** percent (**15%**) of the total acreage contained within the boundaries of the local governmental unit.

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

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

Section 4. This ordinance shall take effect on the 30th day after enactment, unless given immediate effect by City Council, and shall expire December 31, 2032.

INTRODUCTION OF ORDINANCE

Council Member Wood introduced:

An ordinance of the City of Lansing, Michigan, to amend Chapter 240 of the Lansing Codified Ordinances, Section 240.02, Section 240.03, and Section 240.04 in order to clarify the role of the HRCS Advisory Board to make it consistent with the City of Lansing Charter, including 5-106.

The Ordinance is read a first time by its title and referred to the Committee of the Whole

Resolution #2023-200

By the Committee of the Whole

Resolved by the City Council of the City of Lansing

Resolved by the City Council of the City of Lansing that a public hearing be set for August 28, 2023 at 7 p.m. in Tony Benavides Lansing City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, to amend Chapter 240 of the Lansing Codified Ordinances, Section 240.02, Section 240.03, and Section 240.04 in order to clarify the role of the HRCS Advisory Board to make it consistent with the City of Lansing Charter, including 5-106.

ORDINANCE NO. _____

An Ordinance of the City of Lansing, Michigan, to amend Chapter 240 of the Lansing Codified Ordinances, Section 240.02, Section 240.03, and Section 240.04 in order to clarify the role of the HRCS Advisory Board to make it consistent with the City of Lansing Charter, including 5-106.

The City of Lansing Ordains:

Section 1. That Chapter 240, Sections 240.02, 240.03, and 240.04 of the Codified Ordinances of the City of Lansing, Michigan, be and is hereby amended to read as follows:

Chapter 240.- Department of Human Relations and Community Services

240.02. – Definitions

As used in this chapter:

"Basic Human Services," means programs by the City or agencies that serve City of Lansing residents; meet basic human needs of residents in the City; address housing and tenant services; address the root causes of racism in Lansing and/or promote racial equity; provide life skills development, employability, development, physical health, or mental health services for City of Lansing residents.

"City-Supported Agencies," means organizations that receive separate City Council funding; such funding may be allocated by the City Appropriations Ordinance.

"Cultural Arts Programs," means organizations that facilitate community access to theater, music, museum, art and related activities.

"HRCS," means the Department of Human Relations and Community Services.

"HRCS Director," means the Director of the Department of Human Relations and Community Services or the Director's designated staff personnel.

"HRCS Advisory Board," means the Human Relations and Community Services Advisory Board.

240.03. - Funding.

(a) The City of Lansing General Fund Budget shall include, at a minimum for each fiscal year period, an appropriation equal to 1.35 percent of general fund revenue as adopted in the annual budget for the purpose of funding Basic Human Services.

(b) The evaluation and examination of the elements of Basic Human Services is reserved to HRCS. The HRCS Advisory Board may make recommendations in connection with the evaluation and awarding of grants.

~~(b)~~ (c) At least one-tenth of the general fund dollars 1.35 percent, the difference in funds allocated at 1.25 percent of general fund dollars and funds allocated at 1.35 percent of general fund dollars described in Section 240.03(a), shall be reserved for local agencies or activities that address the root causes of racism and/or promote racial equity.

~~(e)~~ (d) Funds described in Section 240.03(a) shall be appropriated as part of the annual budget process. The Mayor, as part of the budget recommendation, may designate the HRCS Director to allocate dollars to other City departments for Basic Human Services as approved by Council.

~~(d)~~ (e) All funding provided to the HRCS Department for grants shall utilize an open application process in accordance with the Lansing Code of Ordinances for purchasing and competitive bid process (Chapter 206), including the sole source requirements, and other relevant Lansing ordinances.

Funding shall also satisfy the following requirements:

(1) Be awarded on a competitive basis to sustainable and viable agencies through grant contracts with the City. Should the City be mandated or elect to account for revenue which is

1 credited to the general fund in a separate enterprise or special revenue fund, the amount of
2 revenue transferred to such fund from the general fund shall continue to be included in the base
3 utilized for calculation of the 1.35 percent to be appropriated for the funding of Basic Human
4 Services.

5 (2) The application for a grant shall include at a minimum the amount of funds requested,
6 the history of grants to the applicant, the metrics of previous awards, including successes and
7 failures of contractual objectives, a statement of compliance with federal, state, and local
8 regulations, laws, and ordinances, specifically attesting that the applicant is familiar with, and
9 will abide by, the Lansing Human Rights Ordinance pursuant to Chapter 297, and the filing of a
10 verification of non-conflict of interest form pursuant to Chapter 240.04(a)(7).

11 (3) All applications shall be evaluated and ranked by the HRCS Advisory Board with a
12 minimum acceptable level first being established. The City's internal auditor shall participate as
13 an advisor during the evaluation and ranking process. All individuals participating in the
14 evaluation and ranking process including HRCS board members and the internal auditor shall
15 file the City of Lansing statement of financial interest and personal interest with the City Clerk
16 prior to consideration, ranking, and evaluation of applications.

17 (4) HRCS Advisory Board ranking recommendations and supplemental staff evaluations
18 and recommendations shall be provided to the Mayor for review. The Mayor will make final
19 recommendations to City Council for approval.

20 (5) Only after compliance with the procedure contained in Section 240.04, the HRCS
21 Department shall enter into contractual agreements with community-based, non-profit, charitable
22 organizations or other City departments that provide Basic Human Services.

(6) These funds will be used to provide a locally funded revenue base that supports Basic Human Services. These funds may be used for the direct provision of Basic Human Services by local community-based, non-profit, charitable organizations or City departments and/or they may be used as match or leverage by these agencies to secure additional funds from federal, state and/or private sources to support human service delivery initiatives. All of the foregoing shall be accomplished through a competitive bid process pursuant to the Lansing Code of Ordinances.

~~(e)~~ (f) The 1.35 percent of the general fund revenue appropriated for Basic Human Services shall be exclusive of any direct funding of community supported agencies by City Council through a competitive bid process pursuant to the Lansing Code of Ordinances. The 1.35 percent of the general fund revenue appropriated for Basic Human Services shall also be exclusive of any funding appropriated for the purpose of supporting Cultural Arts Programs.

240.04. - Administration. Funding through ~~the HRCS Department~~, pursuant to Section 240.03~~(e)~~ (d), shall be issued to agencies after contracts are created and approved to address Basic Human Services needs as identified by ~~the HRCS Advisory Board and Department~~, and after review and approval of the grant contract by the Mayor, the Finance Director, and the City Attorney, and after a verification of non-conflict of interest form required by this chapter and attestation by the agency that its members are familiar with the Lansing Human Rights Ordinance (Chapter 297) and expressly agree to comply with its provisions have been filed with ~~the HRCS Department~~.

The evaluation and examination of the elements of Basic Human Services is reserved to HRCS. The HRCS Advisory Board may make recommendations in connection with the evaluation and awarding of grants.

The following process shall be followed in awarding grants under this chapter:

(1) The availability of applications and grants shall be listed on the City of Lansing website and in other printed material available to the general public.

(2) A public informational meeting for interested grant applicants and the general public shall be held before the deadline for applications for grants.

(3) After the application deadline has passed, all applications for grants and applicant success metrics shall be provided to the HRCS Advisory Board members together with the verification of non-conflict of interest form required by Section 240.04(7) and an attestation of familiarity and compliance with Lansing's Human Rights Ordinance Chapter 297 prior to a meeting of the Board to discuss and score applications.

(4) The HRCS Director shall provide a recommendation to the Mayor regarding the distribution of funding based upon HRCS Advisory Board scoring **recommendations**, applicant metrics, history, and the ability of the applicant to provide services that meet the goals of the City.

(5) The Mayor will include final recommendations in the budget presented to City Council.

(6) The HRCS Director shall provide approval letters to successful agency applicants after the City budget is approved by City Council.

(7) Prior to funding each agency, its principal officers and directors, if any, shall file a verification of non-conflict of interest form prepared by the City Attorney **provided to them by HRCS**, regarding any actual or potential conflict of interest pertaining to the subject funding

1 approval and any ensuing contract and affirm agency familiarity and compliance with the
2 Lansing Human Rights Ordinance pursuant to Chapter 297.

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

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

8 Section 4. This ordinance shall take effect on the 30th day after enactment, unless given
9 immediate effect by City Council and shall expire December 31, 2032.

10

INTRODUCTION OF ORDINANCE

Council Member Wood introduced:

An Ordinance of the City of Lansing, Michigan, to amend Chapter 273 of the Lansing Codified Ordinances, Section 273.01 and Section 273.04 in order to clarify the role of the HRCS Advisory Board to make it consistent with the City of Lansing Charter, including 5-106.

The Ordinance is read a first time by its title and referred to the Committee of the Whole

Resolution #2023-201

By the Committee of the Whole

Resolved by the City Council of the City of Lansing

Resolved by the City Council of the City of Lansing that a public hearing be set for August 28, 2023 at 7 p.m. in Tony Benavides Lansing City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, to amend Chapter 273 of the Lansing Codified Ordinances, Section 273.01 and Section 273.04 in order to clarify the role of the HRCS Advisory Board to make it consistent with the City of Lansing Charter, including 5-106.

ORDINANCE NO. _____

An Ordinance of the City of Lansing, Michigan, to amend Chapter 273 of the Lansing Codified Ordinances, Section 273.01 and Section 273.04 in order to clarify the role of the HRCS Advisory Board to make it consistent with the City of Lansing Charter, including 5-106.

The City of Lansing Ordains:

Section 1. That Chapter 273, Sections 273.01 and 273.04 of the Codified Ordinances of the City of Lansing, Michigan, be and is hereby amended to read as follows:

Chapter 273.- Human Relations and Community Services Advisory Board

273.01. Statement of Purpose.

To provide a citizen board called the Human Relations and Community Services Advisory Board to foster mutual understand and respect among all groups in the city and promote essential human services to meet citizens' needs within the community; advise and recommend methods for furnishing equal services to all residents of the City; study and examine problems arising between groups in the City; ~~formulate and carry out~~ **evaluate and recommend** programs of community education and information; ~~examine reports of discrimination or prejudice~~; cooperate with other public governmental or private agencies in ~~developing~~ **evaluating and recommending** instructions for private and public schools showing the value of diversity; cooperate with federal, state and City agencies and departments which request advice in carrying out projects within their respective authorities; ~~conciliate alleged discriminatory practices relating to City Government~~; monitor contracting agencies doing business with the City to assure adherence to applicable laws; serve in an advisory capacity to the Mayor and City Council on

issues relating to community services, human relations and budget recommendations, and
prepare and submit reports to the Mayor and City Council of its activities.

273.04. Powers and general duties.

The Board shall:

(a) Foster mutual understanding and respect among all groups in the City and promote essential human services to meet citizens' needs within the community. It shall discourage discriminatory practices among any such groups or any members thereof. It shall cooperate with City, state and federal agencies, as well as with nongovernmental organizations. It shall examine and make such studies in any field of human relations as will, in the judgment of the board, aid in effectuating its general purpose;

(b) Advise the Mayor and City Council of human service needs within the community that impact the quality of life in Lansing;

(c) Advise the Mayor and City Council on the effectiveness of programs funded to provide human services within the community;

(d) Serve as a resource to assist in collaborative efforts between the human services field and other key sectors in the community;

(e) Advise and recommend methods for furnishing equal service to all residents of the City. It shall advise on the enforcement of Article I, Chapter 3, Section 1-302 of the City Charter. It shall ~~develop~~ **review and evaluate** pamphlets ~~for to be provided to~~ City employees ~~to study~~, which pamphlets shall prescribe methods of dealing with intergroup relations which develop respect for equal rights and which result in equal treatment under law to all residents. It shall ~~give counsel~~

~~and~~ advise on how to protect the rights of all persons to enjoy public accommodations and facilities, and to receive equal treatment from all holders of contracts or privileges from the City, and advise on the best method of maintaining equality of opportunity for employment and advancement in the City Government;

(f) Study and examine problems arising between groups in the City, which problems may result in tensions, discrimination or prejudices;

~~(g) Formulate and carry out~~ **Evaluate and recommend** programs of community education and information, with the object of discouraging and eliminating any such tensions, prejudice or discrimination;

~~(h) Examine and, if it deems it advisable, make public, reports on any complaints of discrimination, tensions or prejudice filed with or referred to it;~~

~~(hi) Further issue such~~ **evaluate and recommend** publications and reports of examinations and research as will, in its judgment, tend to minimize or eliminate prejudice, intolerance, race or neighborhood tensions and discrimination, and which will promote or tend to promote good will;

~~(ij) Secure~~ **Evaluate and recommend** the cooperation of various racial, religious, nationality and ethnic groups, formal or informal groupings in the community, veterans' organizations, and fraternal, benevolent and service groups, in educational campaigns devoted to the need for eliminating group prejudice, racial or neighborhood tensions, intolerance and discrimination;

~~(jk) Cooperate with other public governmental or private agencies in developing~~ **evaluating and recommending** courses of instruction for presentation in public and/or private schools, in public libraries or any other suitable place, showing and illustrating the contributions of various religions, nationalities, ethnic and other groups to the culture, tradition and progress of the City,

1 state and nation, and further showing the deplorable effects and menace of prejudice, intolerance,
2 discrimination and racial and neighborhood tensions;

3 ~~(k)~~ Cooperate with federal, state and City agencies and departments which request advice in
4 carrying out projects within their respective authorities to eliminate intergroup tensions and to
5 promote intergroup harmony. It shall recommend to the Mayor and to City Council measures,
6 including legislation, aimed at improving the ability of the various City departments and
7 agencies to ensure protection of all persons and groups from discrimination. It shall **provide**
8 **recommendations on** ~~advise any official or competent authority on~~ matters involving civil rights
9 or the violation thereof, or the occurrence of tensions, prejudice, or discrimination that may come
10 to its attention; and

11 ~~(l)~~ Prepare and submit reports to the Mayor and City Council of its **activities** ~~activeness~~. At
12 least one report shall be made annually.

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

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

18 Section 4. This ordinance shall take effect on the 30th day after enactment, unless given
19 immediate effect by City Council and shall expire December 31, 2032.

INTRODUCTION OF ORDINANCE

Council Member Wood introduced:

An ordinance of the City of Lansing, Michigan to repeal Chapter 273, Section 273.06 of the Lansing Codified Ordinances in order to clarify the role of the HRCS Advisory Board to make it consistent with the City of Lansing Charter, including 5-106.

The Ordinance is read a first time by its title and referred to the Committee of the Whole

Resolution #2023-202

By the Committee of the Whole

Resolved by the City Council of the City of Lansing

Resolved by the City Council of the City of Lansing that a public hearing be set for August 28, 2023 at 7 p.m. in Tony Benavides Lansing City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, to repeal Chapter 273, Section 273.06 of the Lansing Codified Ordinances in order to clarify the role of the HRCS Advisory Board to make it consistent with the City of Lansing Charter, including 5-106.

ORDINANCE NO. _____

An Ordinance of the City of Lansing, Michigan, to repeal Chapter 273, Section 273.06 of the Lansing Codified Ordinances in order to clarify the role of the HRCS Advisory Board to make it consistent with the City of Lansing Charter, including 5-106.

The City of Lansing Ordains:

Section 1. That Chapter 273, Section 273.06 of the Codified Ordinances of the City of Lansing, Michigan, be and is hereby repealed in its entirety and shall be null and void and of no effect.

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

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

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

INTRODUCTION OF ORDINANCE

Council Member Wood introduced:

An ordinance of the City of Lansing, Michigan, to repeal Chapter 273, Section 273.08 of the Lansing Codified Ordinances in order to clarify the role of the HRCS Advisory Board to make it consistent with the City of Lansing Charter, including 5-106.

The Ordinance is read a first time by its title and referred to the Committee of the Whole

Resolution #2023-203

By the Committee of the Whole

Resolved by the City Council of the City of Lansing

Resolved by the City Council of the City of Lansing that a public hearing be set for August 28, 2023 at 7 p.m. in Tony Benavides Lansing City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, to repeal Chapter 273, Section 273.08 of the Lansing Codified Ordinances in order to clarify the role of the HRCS Advisory Board to make it consistent with the City of Lansing Charter, including 5-106.

ORDINANCE NO. _____

An Ordinance of the City of Lansing, Michigan, to repeal Chapter 273, Section 273.08 of the Lansing Codified Ordinances in order to clarify the role of the HRCS Advisory Board to make it consistent with the City of Lansing Charter, including 5-106.

The City of Lansing Ordains:

Section 1. That Chapter 273, Section 273.08 of the Codified Ordinances of the City of Lansing, Michigan, be and is hereby repealed in its entirety and shall be null and void and of no effect.

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

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

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



Chris Swope

Lansing City Clerk

August 10, 2023

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: [Agendas & Minutes | Lansing, MI - Official Website \(lansingmi.gov\)](https://www.lansingmi.gov/agendas-minutes)

<u>BOARD NAME</u>	<u>DATE OF MEETING</u>
LEPFA Board of Commissioners	June 27, 2023
Human Relations and Community Service Board	June 26, 2023
Demolition Board	June 22, 2023
Election Commission	July 11, 2023
Planning Commission	June 6, 2023
Lansing Tax Increment Finance Authority	July 14, 2023
Lansing Economic Development Corp	July 14, 2023
Lansing Brownfield Redevelopment Authority	July 14, 2023
Diversity, Equity, and Inclusion Advisory Board	July 10, 2023
Board of Fire Commissioners	July 12, 2023
Downtown Lansing, Inc. Board	July 13, 2023
Board of Public Service	July 13, 2023

Lansing City Clerk's Office
Ninth Floor, City Hall, 124 W. Michigan Ave., Lansing, MI 48933-1695
517-483-4131 □ 517-377-0068 FAX
www.lansingmi.gov/clerk □ city.clerk@lansingmi.gov

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

Sincerely,

A handwritten signature in black ink that reads "Chris Swope". The signature is written in a cursive, flowing style.

Chris Swope, MMC/MiPMC
Lansing City Clerk

Resolution #2023-###

By the Committee on City Operations
Resolved by the City Council of the City of Lansing

WHEREAS, the Licensing and Enforcement Division of the Michigan Liquor Control Commission received a request from Liquor License; CP Lansing - Red Cedar LLC request for a B-Hotel License, Specially Designated Merchant ("SDM") a Sunday Sales (AM/PM), Social District, Entertainment, Additional 2 Bars, SDM Sunday Sales (PM) Permits at 3150, 3160, and 3170 East Michigan Avenue; and

WHEREAS, the Committee on City reviewed the request with affirmative action taken.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council, hereby, approves the request from CP Lansing - Red Cedar LLC request for a B-Hotel License, Specially Designated Merchant ("SDM") a Sunday Sales (AM/PM), Social District, Entertainment, Additional 2 Bars, SDM Sunday Sales (PM) Permits at 3150, 3160, and 3170 East Michigan Avenue.



On-Premises Alcohol Sales Application

Instructions

Instructions

- It is highly recommended to have all the documents ready for uploading prior to submission.
- All attachments must be in a PDF format.
- PDF files should be compressed to the smallest size possible
- If you need more time to get additional documents together, please save your application as a draft and come back to it when you are ready.
- Applications left open for more than 24 hours will need to be started over.
- If you have submitted the wrong document prior to submission of the application, or wish to update a document after submission of the application, please notify the Clerk's Office in writing at city.clerk@lansingmi.gov.
- It is the responsibility of the submitter to ensure they receive an email confirming the receipt of their application. If they do NOT receive an email with a confirmation number within 24 hours of submitting the application, it is the submitter's responsibility to notify the Clerk's Office in writing at city.clerk@lansingmi.gov.

Payments

- Payment fee must be RECEIVED by the Clerk's Office before the application will be reviewed. Failure to remit payment in a timely manner may result in denial of your application.
- Cash, Credit Card, Debit Card, Check, Electronic Check (ACH) & Money Order are accepted.
- Electronic Checks (ACH), Credit and Debit cards are accepted through the City's Point and Pay site. There is a 3% convenience fee for credit and debit card transactions.

Application Information

Non-Refundable License Fees

- 1. Application Fee: \$1450 for New Location, \$400 for Transfer of Ownership

Materials Required

- 1. Notary Statement
- 2. Attachment of Michigan Liquor Control Commission Application
- 3. Treasury Form(s)
- 4. Floor Plans, if not already on file

(City Codified Ordinances - Chapter 830)

Business Information

I am applying for: * ☒ New Location ☐ Transfer of Ownership

License(s) for which I am seeking Local Government Approval * Transfer of Class C and Specially Designated Merchant ("SDM") liquor licenses

Business Name * CP Lansing - Red Cedar LLC

Does Business As Same

Address *
Street Address
3150-3160-3170 E. Michigan Ave.
Address Line 2
City
Lansing
Postal / Zip Code
48912

State / Province / Region
MI
Country
USA

Phone* 919-278-1551
xxx-xxx-xxxx

Email sarah.naumann@concordhotels.com
name@domain

Applicant Information

Applicant Name* CP Lansing - Red Cedar LLC

Address*
Street Address
3150-3160-3170 E. Michigan Ave.
Address Line 2
City
Lansing
Postal / Zip Code
48912

State / Province / Region
MI
Country
USA

Phone* 919-278-1551
xxx-xxx-xxxx

Email* sarah.naumann@concordhotels.com
name@domain

Business Owner Information

Type of Ownership* ☐ Single

Clerk Note: Additional Information provided by client
☒ Multiple Owners

Owner Name* Concord Payroll LLC

Partner Information for Concord Hospitality Enterprises Company
LLC which owns Concord Payroll LLC

Address*
Street Address
11410 Common Oaks
Dr.
Address Line 2
City
Raleigh
Postal / Zip Code
27614

Mark G. Laport 1404 Barony Lake Way Raleigh, NC 27614
DOB [REDACTED] 1948

Richard L Branca 18 Saddle Ridge Rd Ho-Ho-Kus, NJ 07423
DOB [REDACTED] 1948

State / Province / Region
NC
Country
USA

Phone* 919-278-1551
xxx-xxx-xxxx

Email* sarah.naumann@concordhotels.com
name@domain

Owner
Date of
Birth*

Owner
Place of
Birth*

Character of Business *

What Character of business do you intend to operate?

Food and beverage concession at the newly constructed AC Hotel by Marriot and Hyatt House Hotel

Length of Time *

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

Organized 10/19/2022

Similar Licenses *

Have you made applications for a similar or other license on premises other than those described in this application?

☐ Yes

☒ No

Are Building Plans on File? *

☒ Yes

☐ No

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

☒ I Agree

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

☒ I Agree

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

☒ I Agree

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 Agree

Fees Due

\$ 1,450.00

Methods for payment are on the first page of this document, under "**Payments.**" Processing this application will not proceed until payment is received.

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☒ I Agree

I hereby certify that this application is complete and accurate to the best of my knowledge, information and belief. I understand that a false statement on this application may result in either a denial of this application or subsequent revocation if this license is granted.

Signature

Steven J. Grottel, Authorized Signer

Date Submitted

5/17/2023

Attachments

A Treasury Form needs to be completed by every stakeholder per the Ordinance. Please click the link below and print, complete, sign, and attach the completed form to the application using the button below. [Download Treasury Form Document](#)

Treasury Form for all Stakeholders	Treasury Report.pdf	67.03KB
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Copy of Michigan Liquor Control Commission Application	CP Lansing LCC-100a.pdf	373.67KB
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Your application is required to be notarized per the Ordinance. Please click the link below and print, complete, sign and have notarized, and attach the completed form to the application using the button below. [Download Notarization Document](#)

Notarization Document*	Notarized Statement.pdf	86.1KB
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City Council Document(s)

Approvals

Instructions to City Clerk: Note: this license cannot be issued without approval by City Council. You may attach Council documents in the Attachment page or copy them later to the repository. Following a review of details and approval by council, choose an approval decision on the Clerk Approval row, and click **Submit**.

License Desk Approval	☒ Approved	☐ Denied
Police Approval	☒ Approved	☐ Denied
Fire Marshal Approval	☒ Approved	☐ Denied
Zoning Approval	☒ Approved	☐ Denied
Building Safety Approval	☒ Approved	☐ Denied
Treasury Approval	☒ Approved	☐ Denied
Treasurer Approval	☒ Approved	☐ Denied
Clerk Approval*	☒ Approved	☐ Denied



Report of Stockholders, Members, or Partners (LCC-301)

Part 1 - Licensee Information

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

Licensee name(s): Concord Payroll, LLC		
Address: 11410 Common Oaks Dr.		
City: Raleigh	State: NC	Zip Code: 27614

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:
Concord Hospitality Enterprises Company LLC 11410 Common Oaks Dr., Raleigh, NC 27614	100%	
Name and address of Managers and Assignees, pursuant to administrative rule R 436.1110:		
Concord Hospitality Enterprises Company LLC 11410 Common Oaks Dr., Raleigh, NC 27614		



Report of Stockholders, Members, or Partners (LCC-301) - Continued

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: Mark Laport, President and CEO
Name & Title: Julie Richter, Vice President, Secretary and Treasurer
Name & Title:
Name & Title: Steven Grobbel, Michael Brown, Jim Bellanca III, Teresa Whitehead and Rick Perkins, all of Carlin Edwards Brown PLLC
Name & Title: as authorized signer for MLCC purposes

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.

Julie Richter, Vice President, Secretary and
Print Name of Applicant or Licensee & Title

Signature of Applicant or Licensee

3/13/23

Date

Please return this completed form to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries: Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Overnight packages: 2407 N. Grand River, Lansing, MI 48906
Fax to: 517-763-0059



Report of Stockholders, Members, or Partners (LCC-301)

Part 1 - Licensee Information

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

Licensee name(s): Concord Hospitality Enterprises Company, LLC		
Address: 11410 Common Oaks Dr.		
City: Raleigh	State: NC	Zip Code: 27614

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:
CHECO Holdings, LLC 11410 Common Oaks Dr., Raleigh, NC 27614	100%	7/23/2018
Name and address of Managers and Assignees, pursuant to administrative rule R 436.1110:		
CHECO Holdings, LLC 11410 Common Oaks Dr., Raleigh, NC 27614		



Report of Stockholders, Members, or Partners (LCC-301) - Continued

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:	Mark Laport, Authorized Signer
Name & Title:	Julie Richter, Authorized Signer
Name & Title:	
Name & Title:	Steven Grobbel, Michael Brown, Jim Bellanca III, Teresa Whitehead and Rick Perkins, all of Carlin Edwards Brown PLLC
Name & Title:	as authorized signers for MLCC purposes

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.

Julie Richter, Authorized Signer
Print Name of Applicant or Licensee & Title

[Signature]
Signature of Applicant or Licensee

3/27/23
Date

Please return this completed form to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries: Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Overnight packages: 2407 N. Grand River, Lansing, MI 48906
Fax to: 517-763-0059



Report of Stockholders, Members, or Partners (LCC-301)

Part 1 - Licensee Information

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

Licensee name(s): CHECO Holdings, LLC

Address: 11410 Common Oaks Dr.

City: Raleigh

State: NC

Zip Code: 27614

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:

CHECO F, LLC	85%	11/18/2022
11410 Common Oaks Dr., Raleigh, NC 27614		
CHECO Intermediate Holdings, LLC	10.03%	11/18/2022
11410 Common Oaks Dr., Raleigh, NC 27614		
Mark Laport 11410 Common Oaks Dr., Raleigh, NC 27614	4.97%	11/18/2022

Name and address of Managers and Assignees, pursuant to administrative rule R 436.1110:

CHECO F, LLC 11410 Common Oaks Dr., Raleigh, NC 27614
CHECO Intermediate Holdings LLC 11410 Common Oaks Dr., Raleigh, NC 27614
Mark Laport 11410 Common Oaks Dr., Raleigh, NC 27614



Report of Stockholders, Members, or Partners (LCC-301) - Continued

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:	Mark Laport, Authorized Signer
Name & Title:	
Name & Title:	
Name & Title:	Steven Grobbel, Michael Brown, Jim Bellanca III, Teresa Whitehead and Rick Perkins, all of Carlin Edwards Brown PLLC
Name & Title:	as authorized signers for MLCC purposes

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.

Mark Laport, Authorized Signer

Print Name of Applicant or Licensee & Title

Signature of Applicant or Licensee

3/27/23

Date

Please return this completed form to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries: Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Overnight packages: 2407 N. Grand River, Lansing, MI 48906
Fax to: 517-763-0059

Resolution #2023-###

By the Committee on City Operations
Resolved by the City Council of the City of Lansing

WHEREAS, the Licensing and Enforcement Division of the Michigan Liquor Control Commission received a request from Liquor License; Bonnie's Lansing LLC request for a Class C License, Specially Designated Merchant ("SDM") a Sunday Sales (AM/PM), Entertainment, Outdoor Service, SDM Sunday Sales (PM) Permits at 637 E Michigan Avenue; and

WHEREAS, the Committee on City reviewed the request with affirmative action taken.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council, hereby, approves Bonnie's Lansing LLC request for a Class C License, Specially Designated Merchant ("SDM") a Sunday Sales (AM/PM), Entertainment, Outdoor Service, SDM Sunday Sales (PM) Permits at 637 E Michigan Avenue.



On-Premises Alcohol Sales Application

Instructions

Instructions

- It is highly recommended to have all the documents ready for uploading prior to submission.
- All attachments must be in a PDF format.
- PDF files should be compressed to the smallest size possible
- If you need more time to get additional documents together, please save your application as a draft and come back to it when you are ready.
- Applications left open for more than 24 hours will need to be started over.
- If you have submitted the wrong document prior to submission of the application, or wish to update a document after submission of the application, please notify the Clerk's Office in writing at city.clerk@lansingmi.gov.
- It is the responsibility of the submitter to ensure they receive an email confirming the receipt of their application. If they do NOT receive an email with a confirmation number within 24 hours of submitting the application, it is the submitter's responsibility to notify the Clerk's Office in writing at city.clerk@lansingmi.gov.

Payments

- Payment fee must be RECEIVED by the Clerk's Office before the application will be reviewed. Failure to remit payment in a timely manner may result in denial of your application.
- Cash, Credit Card, Debit Card, Check, Electronic Check (ACH) & Money Order are accepted.
- Electronic Checks (ACH), Credit and Debit cards are accepted through the City's Point and Pay site. There is a 3% convenience fee for credit and debit card transactions.

Application Information

Non-Refundable License Fees

- 1. Application Fee: \$1450 for New Location, \$400 for Transfer of Ownership

Materials Required

- 1. Notary Statement
- 2. Attachment of Michigan Liquor Control Commission Application
- 3. Treasury Form(s)
- 4. Floor Plans, if not already on file

(City Codified Ordinances - Chapter 830)

Business Information

I am applying for: * ☒ New Location ☐ Transfer of Ownership

License(s) for which I am seeking Local Government Approval * Liquor License formerly for Cur LLC

Business Name * Bonnie's Lansing LLC

Does Business As Bonnie's Lansing LLC

Address *
Street Address
637 E Michigan Ave
Address Line 2
City
Lansing
State / Province / Region
Michigan
Postal / Zip Code
48912
Country
United States

Phone* 6166341975
XXX-XXX-XXXX

Email matt@bobcatbonnies.com
name@domain

Applicant Information

Applicant Name* Matthew Buskard

Address*
Street Address
24650 Westhampton St.
Address Line 2
City
Oak Park, Mi
Postal / Zip Code
48237

State / Province / Region
MI
Country
United States

Phone* 616-634-1975
XXX-XXX-XXXX

Email* matt@bobcatbonnies.com
name@domain

Business Owner Information

Type of Ownership* ☒ Single Owner ☐ Multiple Owners

Owner Name* Matthew Buskard

Address*
Street Address
24650 Westhampton St.
Address Line 2
City
Oak Park, Mi
Postal / Zip Code
48237

State / Province / Region
MI
Country
United States

Phone* 616-634-1975
XXX-XXX-XXXX

Email* matt@bobcatbonnies.com
name@domain

Owner
Date of Birth* /1985

Owner
Place of Birth* Grand Rapids, MI

Character of Business* What Character of business do you intend to operate?
We are a full service restaurant.

Length of Time*

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

We opened our first location in 2015

Similar Licenses*

Have you made applications for a similar or other license on premises other than those described in this application?

☒ Yes ☐ No

Disposition*

What is the disposition of any such earlier application?

I own 7 other licenses outside of Lansing

Are Building Plans on File?*

☒ Yes ☐ No

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

☒ I Agree

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

☒ I Agree

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

☒ I Agree

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 Agree

Fees Due

\$ 1,450.00

Methods for payment are on the first page of this document, under "**Payments.**" Processing this application will not proceed until payment is received.

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☒ I Agree

I hereby certify that this application is complete and accurate to the best of my knowledge, information and belief. I understand that a false statement on this application may result in either a denial of this application or subsequent revocation if this license is granted.

Signature

[Redacted Signature]

Date Submitted

7/24/2023

Attachments

A Treasury Form needs to be completed by every stakeholder per the Ordinance. Please click the link below and print, complete, sign, and attach the completed form to the application using the button below. [Download Treasury Form Document](#)

Treasury Form for all Stakeholders	Treasury Information Request (1).pdf	116.91KB
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Copy of Michigan Liquor Control Commission Application	2023-05-03 ltr to MLCC encl appl - credit card remove...	10.78MB
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Your application is required to be notarized per the Ordinance. Please click the link below and print, complete, sign and have notarized, and attach the completed form to the application using the button below. [Download Notarization Document](#)

Notarization Document *	Floor Plan.pdf	831.17KB
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City Council Document(s)

Approvals

Instructions to City Clerk: Note: this license cannot be issued without approval by City Council. You may attach Council documents in the Attachment page or copy them later to the repository. Following a review of details and approval by council, choose an approval decision on the Clerk Approval row, and click **Submit**.

License Desk Approval	☒ Approved	☐ Denied
Police Approval	☒ Approved	☐ Denied
Fire Marshal Approval	☒ Approved	☐ Denied
Zoning Approval	☒ Approved	☐ Denied
Building Safety Approval	☒ Approved	☐ Denied
Treasury Approval	☒ Approved	☐ Denied
Treasurer Approval	☒ Approved	☐ Denied
Clerk Approval*	☒ Approved	☐ Denied



LAW OFFICES

ADKISON, NEED, ALLEN, & RENTROP

PROFESSIONAL LIMITED LIABILITY COMPANY

KELLY A. ALLEN
JESSICA A. HALLMARK
JOHN W. KUMMER
GREGORY K. NEED
G. HANS RENTROP

39572 Woodward, Suite 222
Bloomfield Hills, Michigan 48304
Telephone (248) 540-7400
Facsimile (248) 540-7401
www.ANAfirm.com

OF COUNSEL:

PHILLIP G. ADKISON
KEVIN M. CHUDLER
GARY R. RENTROP
KATHERINE A. TOMASIK

May 3, 2023

VIA FACSIMILE (517) 284-8557

Unit 1 – Licensing Division
Michigan Liquor Control Commission
525 W. Allegan Street
P.O. Box 30005
Lansing, Michigan 48909

Re: Request to Transfer Ownership of the Class C and SDM License with Sunday Sales (AM and PM) Permits, Specific Purpose Permit (Food) and Outdoor Service Area Permit from CUR, LLC (Business ID No. 244322) Located at 637 E Michigan Ave., Lansing, Ingham County, to Bonnie's Lansing, LLC; and Request a New Entertainment Permit and to Cancel the Specific Purpose Permit (Food)

To Whom It May Concern:

This is Bonnie's Lansing, LLC's application to transfer ownership of the Class C and SDM Liquor License with Sunday Sales (AM and PM) Permits, Specific Purpose Permit (food) and an Outdoor Service Area Permit from CUR, LLC, Business ID No. 244322, located at 637 E Michigan Ave., Lansing, Ingham County; and request for a new Entertainment Permit and cancel the Specific Purpose Permit (food).

Enclosed, to begin the investigation, are the following:

1. LCC-100a for Bonnie's Lansing, LLC (including part 5 for sole member Matthew Buskard);
2. LCC-301 for Bonnie's Lansing, LLC;
3. Filed Articles of Organization and Operating Agreement for Bonnie's Lansing, LLC;
4. Liquor License Purchase Agreement; and

5. Proposed Lease Agreement.

Additionally, enclosed is a Credit Card Authorization Form for payment of fees totaling \$1,105.00 (\$140.00 for the inspection fees, \$600.00 for the Class C License, \$100.00 for the SDM License, \$160.00 for the Sunday Sales AM Permit and \$105.00 for the Sunday Sales PM Permit).

If you have any questions or need any further information, please do not hesitate to contact my office.

Very truly yours,

 KISON, NEED, ALLEN, & RENTROP, PLLC


Kelly A. Allen

/lbp

Enclosures

m \buskard, matt\lansing\corres\2023-05-03 ltr to mlcc encl appl.docx



On-Premises Retailer License & Permit Application (LCC-100a)

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): BONNIE'S LANSING, LLC	
Address to be licensed: 637 E Michigan Ave	
City: Lansing, MI	Zip Code: 48912-1152
City/township/village where license will be issued: City of Lansing	County: Ingham
Federal Employer Identification Number (FEIN):	

- | | |
|--|---|
| 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 transferring the classification of an existing on premises license? | ☐ Yes ☒ No |
| 5. Are you modifying the size of the licensed premises? | ☐ Yes ☒ No |
| If Yes, specify: ☐ Adding Space ☐ Dropping Space ☐ Redefining Licensed Premises | |
| 6. Are you transferring the location of an existing license? | ☐ Yes ☒ No |
| 7. Is this license being transferred as the result of a default or court action? | ☐ Yes ☒ No |
| 8. 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): CUR, LLC	
Current licensed address:	
City:	Zip Code:
City/township/village where license is issued:	County:

Part 3 - Licenses, Permits, and Permissions

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:	\$965.00	TOTAL FEES:	\$1,105.00
------------------	----------	------------------------	----------	--------------------	-------------------

Schedule A - Licenses, Permits, & Permissions

Applicant name: BONNIE'S LANSING, LLC

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
- ☐ ☐ DDA/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.

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 CalculationNumber 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): \$265.00

TOTAL FEES DUE: \$1,105.00

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 Permits:****Base Fee:**Fee Code
MLCC Use
Only

- ☒ Sunday Sales Permit (AM)* \$160.00 4033
- ☒ Sunday Sales Permit (PM)** \$90.00 4032
- ☐ Catering Permit \$100.00
- ☐ Social District Permit \$250.00
- ☐ 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.

- ☒ 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
- ☐ Off-Premises Storage No charge
- ☐ Direct Connection(s) No charge
- ☐ On-Premises Public Swimming Pool Permit - Complete [Form LCC-209](#)

Pursuant to MCL 436.1533, on-premises retailers may be issued a Specially Designated Merchant (SDM) license or a Specially Designated Distributor (SDD) license at the same location in conjunction with the on-premises license under certain circumstances.

Off-Premises License Type:**Base Fee:**Fee Code
MLCC Use
Only

New Transfer

- ☐ ☒ SDM License \$100.00 4034
- ☐ ☐ SDD License \$150.00

Off Premises Permits:**Base Fee:**

- ☐ SDD Sunday Sales Permit (PM)** \$22.50
For Spirit Products
- ☒ SDM Sunday Sales Permit (PM)** \$15.00 4032
For Mixed Spirit Drink Products
- ☐ Motor Vehicle Fuel Pumps No charge

*Sunday Sales Permit (AM) allows the sale of spirits, mixed spirit drink, 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 spirits and mixed spirit drink 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 spirits or mixed spirit drink. Additional bar fees and hotel room fees are also calculated as part of the permit fee. A separate Sunday Sales Permit (PM) is required for each license that will sell spirits or mixed spirit drink on Sunday after 12:00 noon.

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: Matthew Buskard		
Home address: 24650 West Hampton		
City: Oak Park	State: MI	Zip Code:
Business Phone:	Cell Phone: 616-634-1975	Email: matt@bobcatbonnies.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		
268350 and 261610 and 0273685 and 0275858 and 0275858		
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 (LCC-105) 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]-85	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):		
Spouse's date of birth:	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 retailer, manufacturer, or wholesaler license issued by the MLCC? ☐ Yes ☐ No		
Full disclosure of criminal history must be reported, regardless of how long ago the crime occurred. State of Michigan and federal criminal background records will be checked to verify criminal history. Failure to report criminal history charges and/or local ordinance violations may result in the denial of the application. Criminal history includes felonies, misdemeanors, and local ordinance violations in Michigan or any other state for which the applicant or applicant's spouse was found guilty, pled guilty, or pled no contest.		
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
2008	Grandville MI	Misdemeanor-financial transaction device Guilty
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).

Matthew Buskard

5/01/23

Print Name

Signature

Date

Part 6 - Contact Information For This Application

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: Laura Peters		Relationship: legal assistant			
Mailing address: 39572 Woodward Ste 222					
City: Bloomfield Hills		State: MI		Zip Code: 48304	
Phone: 248-540-7400		Fax number:		Email: lpeters@anafirm.com	

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

Attorney name: Kelly Allen		Member Number: P- 36219			
Attorney address: 39572 Woodward Ste 222 Bloomfield Hills MI 48304					
Phone: 248-540-7400		Fax number:		Email: kallen@anafirm.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.

Matthew Buskard, Manager

05/01/23

Print Name of Applicant & Title

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
Overnight deliveries: 2407 N. Grand River Avenue, Lansing, MI 48906
Fax to: 517-284-8557



Report of Stockholders, Members, or Partners

(For MLCC Use Only)

(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): BONNIE'S LANSING, LLC		
Address: 637 E Michigan Ave		
City: Lansing, MI	Zip Code: 48912-1152	
Contact name: Matthew Buskard	Phone: (616) 634-1975	Email: matt@bobcatbonnies.com

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:
Matthew Buskard 24650 Westhampton St Oak Park MI 48237	100%	8-22-2022
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Name and address of Managers and Assignees, pursuant to administrative rule R 436.1110:

Matthew Buskard 24650 Westhampton St Oak Park MI 48237-Manager



Report of Stockholders, Members, or Partners

(For MLCC Use Only)

(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:	Matthew Buskard member
Name & Title:	_____
Name & Title:	Kelly Allen-attorney
Name & Title:	Laura Peters-legal assistant
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.

Matthew Buskard member

05/01/23

Print Name of Applicant or Licensee & Title

Signature of Applicant or Licensee

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

LARA Corporations
Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 02/2017

ARTICLES OF ORGANIZATION
For use by DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Articles:

Article I

The name of the limited liability company is:

BONNIE'S LANSING, LLC

Article II

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

Article III

The duration of the limited liability company if other than perpetual is:

Article IV

The street address of the registered office of the limited liability company and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: MATTHEW BUSKARD

2. Street Address: 240 W NINE MILE ROAD

Apt/Suite/Other:

City: FERNDAL

State: MI

Zip Code: 48220

3. Registered Office Mailing Address:

P.O. Box or Street Address: 240 W NINE MILE ROAD

Apt/Suite/Other:

City: FERNDAL

State: MI

Zip Code: 48220

Article v

(Insert any desired additional provision authorized by the Act.)

THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY ONE OR MORE MANAGER(S).

Signed this 22nd Day of August, 2022 by the organizer(s):

Signature	Title	Title if "Other" was selected
Patricia Allerton	Organizer	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Page 129 of 302

☐ Decline ☒ Accept

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION

for

BONNIE'S LANSING, LLC

ID Number: 802904263

received by electronic transmission on August 22, 2022 ***, is hereby endorsed.***

Filed on August 22, 2022 ***, by the Administrator.***

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



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 22nd day of August, 2022.

Linda Clegg

Linda Clegg, Director
Corporations, Securities & Commercial Licensing Bureau

OPERATING AGREEMENT

OF

BONNIE'S LANSING, LLC

A Michigan Limited Liability Company

Dated as of

August 22, 2022

THIS AGREEMENT HAS BEEN PREPARED ASSUMING THAT MATTHEW BUSKARD WILL BE THE SOLE MEMBER OF BONNIE'S LANSING, LLC AND THAT BONNIE'S LANSING, LLC WILL BE DISREGARDED FOR FEDERAL INCOME TAX PURPOSES. IF ADDITIONAL MEMBERS ARE ADDED, UNITS TRANSFERRED, OR AN ELECTION IS MADE TO TREAT THE ENTITY AS AN ASSOCIATION TAXABLE AS A CORPORATION FOR FEDERAL INCOME TAX PURPOSES, IT WILL BE NECESSARY TO AMEND THIS AGREEMENT.

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**OPERATING AGREEMENT
OF
BONNIE'S LANSING, LLC**

This Operating Agreement ("Agreement") is made and entered into effective as of August 22, 2022, by and between Matthew Buskard (the "Member"), and Bonnie's Lansing, LLC, a Michigan limited liability company (the "Company"). The Company shall be operated under and governed by the provisions of the Act and for the purposes and upon the terms and conditions hereinafter set forth.

RECITALS

WHEREAS, on August 22, 2022, the Company was formed as a Michigan limited liability company by filing of Articles;

WHEREAS, the Company did not engage in any trade or business prior to the effective date of this Agreement and the admission of Matthew Buskard as the sole member; and

WHEREAS, the Member desires to become the sole member of the Company by making a Capital Contribution to the Company.

NOW, THEREFORE, intending to be legally bound, Matthew Buskard hereby agrees to be the sole member of the Company pursuant to the terms and conditions hereinafter set forth.

**ARTICLE 1
DEFINITIONS**

For purposes of this Agreement, unless the context clearly indicates otherwise: (i) all of the capitalized words in this Agreement shall have the meanings set forth in the Appendix attached hereto; and (ii) all non-capitalized words defined in the Act shall have the meanings set forth therein.

**ARTICLE 2
ORGANIZATION**

2.1 Formation. The Member has caused the formation of the Company as an Michigan limited liability company pursuant to the provisions of the Act and will treat the Company as a disregarded entity for federal and state tax purposes. The Member shall forthwith execute and cause to be filed any documents and instruments as may be necessary or appropriate in connection with the transaction of business by the Company.

2.2 Name. The name of the Company is "Bonnie's Lansing, LLC." The Manager may change the Company's name at any time and from time to time. The Manager may also cause the Company to do business at the same time under more than one fictitious name if the Manager determines that doing so is in the best interest of the Company.

2.3 Purpose and Character of Business. Except as provided by the Act, the Company may pursue any purpose or purposes for which individuals may lawfully associate themselves.

2.4 Principal Office. The principal office of the Company shall be located at 240 West Nine Mile Road, Ferndale, Michigan 48220. The location of the principal office may be changed by the Manager at any time and from time to time.

2.5 Effective Date; Term. The term of the Company commenced with the filing of the Articles of Organization with the Michigan Department of Licensing and Regulatory Affairs (“LARA”), and the term of the Company shall be perpetual unless earlier dissolved and terminated pursuant to the Act or to any provisions of this Agreement.

2.6 Registered Agent. The Registered Agent for service of process required by the Act is Matthew Buskard, whose address in the State of Michigan is 240 West Nine Mile Road, Ferndale, Michigan 48220. The Registered Agent may be changed by the Manager. Upon any change of the Registered Agent, the Company shall file a certificate of change with LARA as required under the Act.

2.7 Title to Property. All property owned by the Company, whether real or personal, tangible or intangible, shall be deemed to be owned by the Company as an entity and not by the Member. All such property shall be held in the name of the Company.

2.8 Member. The Member has been admitted to the Company as the sole Member. The name, mailing address, and number of Units issued to the sole Member are set forth on Exhibit A attached hereto.

2.9 Representations and Warranties. The Member hereby represents and covenants that: (a) the Member is acquiring the Units for his own account as an investment and without an intent to distribute the Units; and (b) the Member acknowledges that the Units have not been registered under the Securities Act of 1933, as amended, or any state securities laws, and may not be resold or transferred by the Member without appropriate registration or the availability of an exemption from such requirements.

ARTICLE 3 **CAPITAL CONTRIBUTIONS**

Concurrently with the execution of this Agreement, the Member shall make an initial Capital Contribution in cash or property having a fair market value in the amount set forth on Exhibit A attached hereto. The Company shall maintain records concerning the amount of the Capital Contributions made by the Member from time to time.

ARTICLE 4 **ALLOCATIONS AND DISTRIBUTIONS**

4.1 Allocation and Distribution of Profits and Losses. As long as the Company is disregarded for federal tax purposes, the Profits, Losses and Cash Flow of the Company shall be allocated and distributed to the Member for each Fiscal Year at such time and in such manner as the Manager determines.

4.2 Accounting and Records. The Company shall maintain, at its principal office, appropriate books and records, kept in accordance with accounting principles consistently

applied. The Company shall keep at its principal place of business in Michigan all of the following:

- (a) A current list of the full name and last known address of the Member.
- (b) A copy of the Articles, together with any amendments thereto.
- (c) Copies of the Company's federal, state and local tax returns and reports, if any, for the three most recent years.
- (d) Copies of any financial statements of the limited liability company for the three most recent years.
- (e) A copy of this Agreement.
- (f) Copies of records that would enable the Member to determine the Member's relative shares of the Company's distributions and the Member's voting rights.

ARTICLE 5 **MANAGEMENT**

5.1 **Management.** The business and affairs of the Company shall be managed by its Manager. Except for situations in which the approval of the Member is expressly required by this Agreement or by nonwaivable provisions of applicable law, the Manager shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business.

5.2 **Appointment and Term.** Matthew Buskard shall be the initial Manager of the Company. The Manager shall serve until: (a) the Manager resigns (as provided in Section 5.3); or (b) the removal of the Manager (as provided in Section 5.3).

5.3 **Resignation and Removal.** The Manager may resign by giving written notice to the Company. The resignation shall take effect at the time specified in the notice, and acceptance by the Company shall not be required. The Manager may be removed at any time by the Member.

5.4 **Powers of a Manager.** The Manager is hereby authorized and empowered to carry out and implement any and all of the purposes of the Company. In that regard, the powers of the Manager shall include, but not be limited to, the following:

- (a) Conduct its business, carry on its operations and exercise the powers granted by the Act in any state or district of the United States which may be necessary or convenient to effect any or all the purposes for which it is organized;
- (b) Acquire by purchase, lease or otherwise any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

- (c) Operate, maintain, finance, improve, construct, own, grant operations with respect to, sell, convey, assign, mortgage, and lease any real estate and any personal property necessary, convenient or incidental to the accomplishment of the purposes of the Company;
- (d) Execute any and all agreements, contracts, documents, certifications and instruments necessary or convenient in connection with the management, maintenance and operation of the business, or in connection with managing the affairs of the Company;
- (e) Borrow money and issue evidences of indebtedness necessary, convenient or incidental to the accomplishment of the purposes of the Company, including the execution of a cognovit note, and secure the same by mortgage, pledge or other lien on any Company assets, and the execution of any environmental indemnity agreements required by the Company's lender;
- (f) Execute, in furtherance of any or all of the purposes of the Company, a deed, lease, mortgage, deed of trust, mortgage note, promissory note, bill of sale, contract or other instrument purporting to convey or encumber any or all of the Company's assets;
- (g) Prepay in whole or in part, refinance, increase, modify or extend any liabilities affecting the assets of the Company and, in connection therewith, execute any extensions or renewals of encumbrances on any or all of such assets;
- (h) Care for and distribute funds to the Member by way of cash, return of capital or otherwise, all in accordance with the provisions of this Agreement;
- (i) Contract on behalf of the Company for the employment and services of employees and/or independent contractors, such as attorneys, accountants or management companies, and delegate to such Persons the duty to manage or supervise any of the assets or operations of the Company;
- (j) Engage in any kind of activity and perform and carry out contracts of any kind necessary or incident or in connection with the accomplishment of the purposes of the Company, as may be lawfully carried on or performed by a limited liability company under the laws of the State of Michigan;
- (k) Take, or refrain from taking, all actions, not expressly prescribed or limited by this Agreement, as may be necessary or appropriate to accomplish the purposes of the Company;
- (l) Institute, prosecute, defend, settle, compromise and dismiss lawsuits or other judicial or administrative proceedings brought on or on behalf of or against the Company, the Manager or the Member in connection with the activities arising out of, connected with, or incidental to this Agreement, and to engage counsel or others in connection therewith;

- (m) Purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge or otherwise dispose of, and otherwise use and deal in and with shares or other interests and/or obligations of domestic corporations, associations, general or limited partnerships, other limited liability companies or individuals, or direct and indirect obligations of the United States of America or of any government, state, territory, government, district or municipality or any other instrumentality of any of them;
- (n) Submit a claim or liability of the Company to arbitration; and
- (o) Make any indemnification as authorized by this Agreement in accordance with, and to the fullest extent permitted by the Act.

5.5 Actions Requiring Approval of Member. Notwithstanding any other provision of this Agreement, the following actions to be taken on behalf of the Company shall require the consent of the Member:

- (a) To amend this Agreement or the Certificate of Formation;
- (b) To admit new Members to the Company;
- (c) To lease, sell, exchange, transfer or otherwise dispose of all, or substantially all, of the assets of the Company;
- (d) To cause the Company to be dissolved by proceeding in any manner provided by the Act;
- (e) To make, execute or deliver any general assignment for the benefit of creditors;
- (f) To effect a merger, consolidation or any other type of reorganization of the Company;
- (g) To file or consent to file a petition for or against the Company under any federal or state bankruptcy, insolvency, or reorganization act; or
- (h) To take any action which would make it impossible to carry on the ordinary business of the Company.

5.6 Officers. The Manager may appoint a chairman, chief executive officer, president, such number of vice presidents as the Manager may from time-to-time determine, a secretary and a treasurer. Each officer of the Company shall hold office until removed by the Manager, which removal may occur with or without cause. All officers, as between themselves and the Company, shall respectively have such authority and perform such duties as are customarily incident to their respective offices, and as may be specified from time-to-time by the Manager, regardless of whether such authority and duties are customarily incident to such office.

The Manager hereby appoints each of the following individuals to the office set forth opposite his name, to serve until a successor is duly appointed, or until his earlier resignation, removal from office or death:

President

Matthew Buskard

5.7 Reliance on Acts of Manager and Officers. No financial institution or any other Person dealing with the Company shall be required to ascertain whether the Manager or an officer is acting in accordance with this Agreement but such financial institution or such other Person shall be protected in relying solely upon the deed, transfer or assurance of, and the execution of such instrument or instruments by such Manager or officer.

5.8 Indemnification. The Company hereby agrees to and shall indemnify and defend the Member, the Manager, and any officer, employee or agent of the Company, and hold each of them harmless from and against any and all obligations, losses, damages, penalties, actions, judgments, suits, proceedings, costs, expenses and disbursements of any kind or nature whatsoever that may be imposed on, incurred by or asserted against the indemnified party (including, without limitation, all costs and expenses of defense, appeal and settlement) to the fullest extent permitted by the Act. The obligations of the Company under this Section 5.8 shall be satisfied solely from the assets of the Company, and the Member shall have no personal liability on account thereof.

5.9 Insurance. The Company shall have the power to purchase and maintain insurance on behalf of the Member, the Manager or any individual that is or was an officer of the Company or otherwise affiliated with the Company against any liability asserted against and incurred by such party in such party's capacity, or arising out of the party's status as such, whether or not the Company would have the power to indemnify the party against such liability under the provisions of Section 5.8 hereof.

5.10 Related Party Transactions. No transaction or contract to which the Company is or may be a party shall be void, voidable or a breach of fiduciary duty for reason that the Member, the Manager or any affiliate of the Member or the Manager is a party thereto. Notwithstanding the preceding sentence, with respect to any transaction or contract to which the Member or the Manager is a party, the transaction or contract must not be less favorable to the Company than an arm's length transaction or contract with an unrelated Person would be to the Company at the time it is authorized.

ARTICLE 6

DISSOLUTION AND WINDING UP

6.1 Dissolution. The Company shall terminate upon the earliest to occur of the following events ("Liquidating Event"):

- (a) Upon the written consent of the Member;
- (b) At any time that there ceases to be at least one (1) Member; or
- (c) Upon the entry of a decree of judicial dissolution.

Upon the occurrence of any Liquidating Event, a certificate of dissolution containing the information required by the Act shall be delivered to LARA for filing.

6.2 Winding Up. Upon dissolution of the Company, the Manager shall wind up all of the Company's affairs and proceed to liquidate all of the Company's assets as promptly as is consistent with obtaining their fair value. The Company's property and cash shall be distributed:

- (a) To creditors, including the Member if such Member is a creditor of the Company, to the extent permitted by law, in satisfaction of the liabilities of the Company; then
- (b) To the Member.

Liquidation proceeds shall be paid within sixty (60) days of the end of the Company's Fiscal Year or, if later, within ninety (90) days after the date of liquidation. Such distributions shall be in cash or property (which need not be distributed proportionately) or partly in both.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 Entire Agreement. This Agreement and the Articles of Organization contain the entire understanding of the Member with respect to the subject matter hereof.

7.2 No Partnership Intended for Non-Tax Purposes. The Member has formed the Company pursuant to the Act, and expressly does not intend to form a partnership or a limited partnership.

7.3 Rights of Creditors and Third Parties Under This Agreement. This Agreement is entered into by the Member for the exclusive benefit of the Company, the Member and his heirs, successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable statute, no creditor or third party shall have any rights under this Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

7.4 Severability. Every provision of this Agreement is intended to be severable. If any term or provision of this Agreement is illegal or invalid for any reason, the illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement.

7.5 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Member and his heirs, legal representatives, successors and assigns.

7.6 Notice. All notices required or permitted by this Agreement shall be in writing. Notice to the Company shall be given to the Company at its principal office or personally delivered to the custodian of the Company's records. Notice to the Member shall be given or personally delivered to the Member at the address indicated on Exhibit A, as amended from time to time, unless the Member has notified the Company in writing of a different address.

7.7 Headings, Etc. The words Article, Section, and titles or captions contained in this Agreement are for convenience of reference only and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the Person or Persons may require.

7.8 Counterparts. This Agreement and any amendments hereto may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and the signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

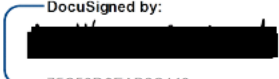
7.9 Exhibits. Each exhibit, schedule or certificate attached to this Agreement is incorporated and made a part of this Agreement for all purposes.

7.10 Michigan Law Controlling. The laws of the State of Michigan, including the Act, shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

[Signature Page Follows.]

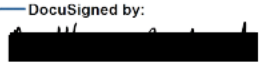
IN WITNESS WHEREOF, this Operating Agreement of Bonnie's Lansing, LLC has been executed as of the date first written above.

Sole Member:

By: 
75C59BCEAB2C443...
Matthew Buskard, Member

Company:

BONNIE'S LANSING, LLC,
a Michigan limited liability company

By: 
75C59BCEAB2C443...
Matthew Buskard, President

APPENDIX

“Act” means Act 23 of 1993, the Michigan Limited Liability Company Act, as amended from time to time.

“Agreement” means this Operating Agreement, as amended from time to time.

“Articles of Organization” means the Articles of Organization of the Company as properly adopted and amended from time to time and filed with LARA pursuant to the Act.

“Capital Contributions” means any contribution of cash, property or services to the Company made by or on behalf of a Member pursuant to Article 3 hereof.

“Cash Flow” means, for any period, the gross cash revenues actually received from Company operations for such period less the portion thereof used to pay operating expenses (including any additions to the working capital reserves) for such period, all as determined by the Member.

“Company” means the limited liability company organized pursuant to the Articles of Organization and this Agreement, and any successor limited liability company.

“Fiscal Year” means the taxable year of the Member.

“Liquidating Event” means an event, the occurrence of which will result in the dissolution of the Company under Article 6 hereof.

“Manager” means the Person designated in Article 5 and [his/her/its] successors.

“Member” means the Person who has signed this Agreement as the sole Member.

“Person” means a natural person, trust, estate, partnership, limited liability company or any incorporated or unincorporated organization, association, or entity.

“Profits and Losses” for any Fiscal Year means the net income or net loss of the Company for such Fiscal Year or fraction thereof, as determined for federal income tax purposes.

“Registered Agent” shall mean the agent designated by the Company from time to time for service of process pursuant to the Act.

“Unit” means an instrument used for purposes of determining certain votes and making certain allocations of Profits and Losses. The number of Units initially issued to the Member in exchange for [his/her/its] Capital Contribution is set forth on Exhibit A which shall be amended in the event that the Company issues additional Units or acquires any outstanding Units.

EXHIBIT A
TO
OPERATING AGREEMENT
OF
BONNIE’S LANSING, LLC

Member	Initial Capital Contribution and Value	Number of Units	Percentage Interest
Matthew Buskard 24650 Westhampton Street Oak Park, Michigan 48237	\$100	100	100%

LIQUOR LICENSE PURCHASE AGREEMENT

THIS LIQUOR LICENSE PURCHASE AGREEMENT is entered into on this 28th day of April, 2023 ("Effective Date") by and between CUR, LLC, a Michigan Limited Liability Company ("Seller") and Bonnie's Lansing, LLC, a Michigan Limited Liability Company d/b/a Bobcat Bonnie's ("Buyer") (collectively, the "Parties").

WHEREAS, the Seller owns certain Class C and SDM liquor licenses issued by the Michigan Liquor Control Commission ("MLCC") (License Nos. L-000270187; L-000270536, respectively), and Sunday Sales (AM/PM), Outdoor Service Area, permits (collectively, the "Liquor Licenses"), are currently in escrow until April 30, 2023 in Seller's name, at 637 E. Michigan Ave., Lansing, Ingham County, Michigan; and

WHEREAS, the Seller desires to sell said Liquor Licenses and permits and Buyer desires to purchase same; and

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

1. **Sale of Liquor License.** Seller agrees to sell to Buyer and Buyer agrees to purchase the Liquor Licenses, free and clear of any liens, encumbrances, restrictions, obligations, and claims of any nature whatsoever, subject only to the conditions and contingencies set forth herein. The Parties shall execute and deliver, each to the other, any legal instrument, application or document of whatsoever nature or kind may be necessary to effect and consummate this transaction, including the right to an MLCC appeal.
2. **Payment of Purchase Price.** It is agreed that Buyer shall pay to Seller, in consideration hereof, the sum of Ten Thousand and No/100ths Dollars (\$10,000.00) (the "Purchase Price"), in cash at Closing.
3. **Inventory.** There is no inventory to be sold.
4. **Closing Contingency.** The Parties' performance on this Agreement is contingent upon the occurrence of the following conditions precedent. Should the following fail to occur, then the same shall constitute an automatic termination of this Agreement, and neither party shall have any further obligation hereunder:
 - A. Buyer's receipt of written approval from the MLCC for transfer of ownership of the Liquor Licenses to the Buyer for use at 637 E. Michigan Ave., Lansing, Michigan (the "Premises"), after appeal of any denial, at Buyer's sole and absolute discretion (the "Governmental Approvals"). The Buyer shall apply to the MLCC for the transfer of Seller's interest in the Liquor Licenses to Buyer within fourteen (14) days after full execution of this Agreement, and both parties shall diligently and expeditiously proceed with whatever steps shall be necessary to obtain the approval for the transfer. Both Seller and Buyer agree to immediately fulfill any directives or requirements from the MLCC to expedite the transfer. Buyer shall pay all fees required in connection with the transfer of the Liquor Licenses, including but not limited to inspection fees, fees for other permits (such as, by way of example

and not by way of limitation, outdoor service permits) any other fees for any permits included in the Liquor Licenses. Seller shall pay all fees that may have accrued prior to the date of closing, including without limitation, all renewal and/or escrow fees and any licensing fees not associated with the transfer that accrued prior to the date of closing;

- B. Buyer's receipt of written approval from the City of Lansing for transfer of the Liquor Licenses for use at the Premises.
 - C. Buyer signing a lease or similar agreement to occupy and use the Premises, together with the fixtures and equipment, if any, for the food and beverage service located at the Premises.
5. **Closing.** The sale and transfer shall be consummated within fourteen (14) days after the satisfaction or waiver of all contingencies set forth in paragraph 4 hereof, at a time and place determined by the Parties ("Closing Date"). The Parties agree that, except as specifically set forth herein, the consummation of the transfer shall take place no later than one hundred eighty (180) days after the date of this Agreement ("Outside Closing Date"). If, through no fault of the Buyer, the Governmental Approvals have not been obtained because of delays by the MLCC processing normal paperwork, and not because of Buyer's non-performance or failure to timely respond to requests from the MLCC, the local police or the local unit of government, then the Parties hereby agree that the Outside Closing Date shall be extended an additional thirty (30) days to facilitate completion of the application processing and consideration of the transfer by the MLCC ("Extended Closing Date").

If, through no fault of either party, the contingency has not been satisfied or waived by the Buyer, or the sale is not consummated on or before the Outside Closing Date or Extended Closing Date, either party may terminate this Agreement by written notice delivered to the other party on or before the Outside Closing Date or Extended Closing Date, as applicable, and neither party shall have any further obligation hereunder.

In the event that the contingencies contained herein have not been satisfied by the Outside Closing Date, and the delay or failure is a result of misrepresentation, concealment, fraud, non-performance or untrue/unstated representations made by either party or its agents, the party committing such misrepresentation, concealment, fraud or non-performance shall be deemed to be in default and the non-defaulting party shall have the remedies set forth in paragraph 11, below.

6. **Termination Upon Failure of Contingency.** In the event that any of the Closing Contingencies set forth in paragraph 4, above, are not satisfied, for any reason other than the breach by Buyer or Seller of the express terms of this Agreement, after the Parties have complied with all of the terms and provisions provided herein, then this Agreement shall become null and void and Buyer shall have no further liability or obligation to Seller.

7. **Conveyance of Clear Title.** All taxes and assessments of every nature and kind, and all obligations, debts or claims which have been or may become a lien upon the Liquor Licenses or which arise during or by virtue of Seller's ownership thereof, shall be paid by Seller prior to the Closing Date. Any liens or assessments not paid by the Seller on or before the Closing Date may be paid by the Buyer and credited against the Purchase Price due to the Seller at closing.
8. **Representations, Warranties, and Covenants of Seller.** Seller represents and warrants to and covenants with Buyer as follows:
 - A. **Marketable Title.** That Seller is the sole owner of, and has good and marketable title to, and authority to sell and transfer the Liquor Licenses, which Liquor Licenses shall be free and clear of all liens and encumbrances as of the Closing Date, and that there are no transfer applications or other transactions pending with anyone concerning the transfer of, or ownership of, the Liquor Licenses; and
 - B. **Liens.** That no judgments, liens, or security interests will be outstanding at the time of the closing against Seller which would affect Seller's title to, or Seller's ability to transfer, such Liquor Licenses to Buyer.
 - C. **Taxes.** All taxes and assessments of every nature and kind, which have been or may become a lien upon the Liquor Licenses or which arise during, or by virtue of, Seller's ownership thereof, shall be paid by Seller prior to the Closing Date. There shall be no outstanding taxes due at the Closing Date that could result in successor liability under MCL 205.27a. Seller will provide a sworn statement to this effect at Closing. Buyer and Seller will also execute an Indemnification Agreement in a form agreed upon by the Parties. Seller's failure to comply with the provisions of this Section shall constitute a breach of this Agreement. Time is of the essence for purposes of this Section.
 - i. **Authorization.** This Agreement has been duly and validly authorized by any and all necessary corporate action of Seller and, upon due execution and delivery, will constitute a valid and binding agreement of Seller.
9. **Representations, Warranties, and Covenants of Buyer.** Buyer represents and warrants with Seller as follows:
 - A. **Qualification.** Buyer acknowledges that there are requirements of the City of Lansing and the MLCC associated with the transfer of the Liquor Licenses from Seller to Buyer. With respect to this transfer, Buyer knows of no reason why Buyer, or any of Buyer's members or shareholders, would not be approved by the City of Lansing or the MLCC for the transfer of the Liquor Licenses.

- B. **Authorization.** This Agreement has been duly and validly authorized by any and all necessary action of Buyer and, upon due execution and delivery, will constitute a valid and binding agreement of Buyer.
10. **Brokerage Commission.** No Broker.
11. **Default and Remedy.**
- A. **Seller Default.** If Seller defaults on any of its obligations under this Agreement, and Seller fails to cure such default within ten (10) days of written notice thereof, Buyer shall have the option to either (1) waive such default and proceed to closing, (2) terminate this Agreement, or (3) seek the remedy of specific performance.
- B. **Buyer Default.** If Buyer defaults on any of its obligations under this Agreement, and Buyer fails to cure such default within ten (10) days of written notice thereof, Seller shall have the option to either (1) waive such default, or (2) terminate this Agreement, and neither party shall have any further obligation to the other.
12. **Intentionally Blank.**
13. **Miscellaneous.**
- A. **Notice.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to be duly given if delivered or mailed first class, postage prepaid to the following addresses until notification of a different address:
- (1) To the Seller:
CUR, LLC
Patrick K. Gillespie, President
330 Marshall St., Ste. 300
Lansing, MI 48912
- (2) With a copy to (which shall not constitute notice):
- Michael Brown, Esq.
Carlin Edwards Brown PLLC
6017 W. St. Joe Hwy, Suite 202
Lansing, MI 48917
- (3) To the Buyer:
Bonnie's Lansing, LLC
Matthew Buskard, Member
240 W. Nine Mile Rd.
Ferndale, MI 48220

- (4) With a copy to (which shall not constitute notice):

Kelly A. Allen, Esq.
Adkison, Need, Allen, & Rentrop, PLLC
39572 Woodward Ave., Suite 222
Bloomfield Hills, Michigan 48304

- B. **Governing Law.** This Agreement shall be governed by Michigan law.
- C. **Assignment.** This Agreement shall not be Assigned without the prior written consent of both Parties.
- D. **Survival.** The covenants, representations and warranties of all Parties set forth herein will be effective on the date hereof, on the Closing Date, and shall survive closing.
- E. **Pronouns.** The pronouns and relative words herein used are written in the singular only. If more than one Buyer and/or Seller join in the execution hereof, such pronouns and words shall be read as if written in plural.
- F. **Merger and Amendment.** This Agreement is and shall be deemed the complete and final expression of the agreement between the Parties as to matters herein contained and relative thereto and supersedes all previous agreements between the Parties pertaining to such matters. It is clearly understood that no promise or representation not contained herein was an inducement to either party or was relied on by either party in entering into this Agreement. This Agreement cannot be amended, altered or any of the provisions waived on behalf of either party, except in writing by a duly authorized agent of either party.
- G. **Waiver of Performance.** Any failure of either party to insist upon strict compliance with any provisions of this Agreement shall not constitute a waiver thereof and all provisions herein shall remain in full force and effect.
- H. **Headings.** The paragraph headings used in this Agreement are included solely for convenience and shall not affect or be used in connection with the interpretation of this Agreement.
- I. **Severability.** If any part of this Agreement is held to be invalid or unenforceable under Michigan law, the remaining provisions shall be enforceable to the maximum extent permitted by law; provided that the remaining provisions effectuate fully the intent of the Parties as manifested herein.

- J. **Counterparts and Electronically Transmitted Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. For purposes of this Agreement, an electronically transmitted signature shall be deemed the same as an original.
- K. **Attorneys' Fees.** In the event of any litigation between the parties regarding this Agreement, the non-prevailing party will pay the prevailing party's legal fees.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the Parties have entered into this Agreement to be effective as of the date first set forth above.

SELLER:
CUR, LLC
a Michigan Limited Liability Company

By: Patrick K. Gillespie
Its: President

Dated: April 28th, 2023

BUYER:
Bonnie's Lansing, LLC
a Michigan Limited Liability Company

By: Matthew Buskard
Its: Member

Dated: April 28, 2023

COMMERCIAL LEASE AGREEMENT (RETAIL)

This Lease Agreement (Lease) is made on **August __, 2022** (the “Effective Date”), by and between **637 E. Michigan, LLC** (“Landlord”), whose address is 330 Marshall Street, Suite 100, Lansing, Michigan 48912, and **Bonnie’s Lansing, LLC**, a Michigan limited liability company d/b/a Bobcat Bonnie’s.

Landlord and Tenant agree as follows:

1. Leased Premises. Landlord leases to Tenant and Tenant leases from Landlord the approximately 4,027 square feet of area (exact square feet shall be verified by architect of record at time of delivery) (the “Leased Premises”), inclusive of Suite B, the train car, and adjacent patio areas more particularly depicted and designated on attached **Exhibit A**. The Leased Premises are located at 637 E. Michigan Avenue, Lansing, Michigan, (the “Property”) more particularly depicted and designated on attached **Exhibit A-1**.

2. Term, Delivery and Landlord’s Work.

2.1 Term. The “Initial Term” shall mean Ten (10) Lease Years and Three (3) Months, commencing on the Commencement Date (as defined in Section 2.2 below), and ending on the last day of the One Hundred Twenty Third (123rd) Lease Month. For the purpose of this Lease, the term “Lease Year” shall mean and refer to that period of twelve (12) full consecutive calendar months beginning with the first full calendar month of the Term and each subsequent period of twelve (12) consecutive calendar months during the Term. If the Term commences on a day other than the first day of a calendar month, then the initial fractional month of the Term plus the next succeeding twelve (12) full calendar months shall constitute the first Lease Year of the Term. Promptly after the Commencement Date, Landlord and Tenant shall execute a “Commencement Date Certificate” in the form of **Exhibit C** stating the actual Commencement Date (as defined in Section 2.2. below), the Rent Commencement Date, and the Expiration Date.

2.2 Delivery. The “Commencement Date” shall mean the date on which Landlord’s Work (as defined in **Exhibit D** attached and addressed in Section 2.3) has been substantially completed and the Leased Premises have been delivered to Tenant for restaurant conversion, equipment placing and employee training (the “Delivery Date”). Landlord shall deliver and Tenant shall execute the Commencement Date Certificate. In the event Landlord delivers such Commencement Date Certificate to Tenant and Tenant fails to execute Commencement Date Certificate within thirty (30) days thereafter, the information in **Exhibit C** will be deemed to be accurate. The “Anticipated Delivery Date” shall be One Hundred and Twenty (120) days after Landlord’s Contingency Deadline (as defined in Section 39 of this Lease) has either been waived or expired. The Anticipated Delivery Date shall be extended a day for each day of any Tenant Delay, as defined in the Work Letter attached as Exhibit E, or an event of Force Majeure as set forth in Section 35.

2.3 Landlord’s Work. Landlord shall use commercially reasonable efforts to deliver Tenant the Leased Premises with all improvements described on **Exhibit D** attached (“Landlord’s Work”) Substantially Complete (as defined in Exhibit E) on the Anticipated Delivery Date.

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In the event Landlord fails to deliver the Leased Premises with Landlord's Work Substantially Completed by the Anticipated Delivery Date, Landlord shall not be liable to Tenant for any damages as a result of Landlord's delay in delivering the Leased Premises, nor shall any delay affect the validity of this Lease or the obligations of Tenant hereunder, and the Commencement Date of this Lease shall be postponed until such time as the Leased Premises are delivered as required by this Lease. In the event Landlord fails to deliver the Leased Premises with Landlord's Work Substantially Completed on or before thirty (30) days after the Anticipated Delivery Date, Tenant shall be entitled to a day-for-day Rent abatement for each day from the thirty-first (31st) day after the Anticipated Delivery Date to the actual Delivery Date. If Landlord fails to deliver the Leased Premises with Landlord's Work Substantially Completed on or before ninety (90) days after the Anticipated Delivery Date, Tenant shall have the right to terminate this Lease, receive a full refund of its Security Deposit, the Construction Deposit, and any other amounts paid by Tenant to Landlord under this Lease, and neither party shall have any further rights or obligations hereunder. Notwithstanding anything to the contrary herein, if Landlord fails to deliver the Leased Premises within 325 days after Landlord's Contingency Deadline (as defined in Section 39 of this Lease) has either been waived or expired, Tenant shall have the right to terminate this Lease, receive a full refund of its Security Deposit, the Construction Deposit, and any other amounts paid by Tenant to Landlord under this Lease, and neither party shall have any further rights or obligations hereunder.

Tenant shall be responsible for all "build-out" cost for work not specifically included in Landlord's Work, including Tenant's furniture, fixtures and equipment, which shall be at Tenant's sole cost and expense.

2.4 Tenant Contribution. Tenant shall be responsible for contributing One Hundred Thousand (\$100,000.00) Dollars towards the improvements described on Exhibit D attached (the "Construction Deposit"). Tenant shall pay Landlord this amount within Thirty (30) days of the Effective Date of this Lease. Tenant's failure to timely tender the Construction Deposit shall constitute a Tenant Delay, extending the Anticipated Delivery Date a day for each day until the Construction Deposit is made. In the event the Construction Deposit is not made within Sixty (60) days following the Effective Date, Landlord may, at its election, terminate this Lease, and Tenant shall pay to Landlord, as liquidated damages, the lesser of (1) Landlord's actual out-of-pocket costs incurred as of the date of termination, and (2) \$50,000.00.

3. Rent.

A. **Base Rent.** Tenant shall pay Landlord, as Base Rent for the Leased Premises the sums set forth below:

Months	Price Per Sq. Ft.	Total Monthly Base Rent	Total Annual Base Rent
1 - 3	\$0.00	\$0.00	\$0.00
4 - 63	\$52.50	\$17,618.13	\$211,417.50
64 - 123	\$57.75	\$19,379.94	\$232,559.25

B. **Payment.** Tenant shall begin to pay Base Rent and Additional Rent (as defined below), hereinafter collectively "Rent", on the earlier date of, Ninety (90) days following the

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Commencement Date or date Tenant opens for business (the "Rent Commencement Date"), monthly in advance, on the first day of each month commencing on the Rent Commencement Date and thereafter during the term hereof, without notice, demand, setoff or deduction. All Rent (as defined below) shall be paid to Landlord at the address set forth above or at any other address that Landlord may designate in writing not less than ten (10) days prior to the date due, without prior demand and without any deduction or offset.

Tenant shall also pay during the Term of this Lease all amounts of Additional Rent (as defined below) as and when due. Base Rent and Additional Rent are collectively referred to in this Lease as "Rent."

If Tenant fails to timely pay any Rent due under this Lease no later than ten (10) days after Rent is due, a late payment charge equal to the greater amount of five percent (5%) of the amount past due or \$200.00 shall be charged. If Tenant neglects or fails to pay any amount payable under this Lease within thirty (30) days after same is due and notice is furnished by Landlord of overdue Rent (including Base Rent), Tenant will also pay an interest charge on the unpaid balance (excluding the late charge) at an annual rate equal to the annual interest rate announced publicly from time to time by the Wall Street Journal, as its "prime rate," plus three percent (3%) (the "Lease Rate"), but not in excess of the maximum rate permitted by law. Landlord may apply all or any part of subsequent payments of Base Rent to any accrued and unpaid late charges or interest.

4. *Additional Rent.* Tenant shall also pay to Landlord monthly as "Additional Rent," an amount equal to its "Pro-Rata Share" (which for purposes of this Lease shall be a fraction, the numerator of which is the square footage of the Leased Premises and the denominator of which is the total square footage of the building in which the Leased Premises are located of all expenses incurred by Landlord for (a) Common Area Maintenance (as addressed in Section 6 below), (b) insurance on the building in which the Leased Premises are located and the Common Areas (as addressed in Section 7 below), (c) Taxes for the Property and all improvements constructed on it (as addressed in Section 8 below); (d) Common Area utilities, (e) maintenance and repair of the building in which the Leased Premises are located (as addressed in Section 9.A below) and the Common Areas of the Property; and (f) an amount equal to five percent (5%) of the total annual expenses that are billable to Tenant, including Common Area Maintenance, Landlord's Insurance, Taxes and Tenant's Base Rent as a Management fee. Tenant shall pay a monthly amount equal to its Pro Rata Share of Landlord's estimate of these annual costs, which Tenant shall pay in advance, on the first day of each month in equal monthly installments during the Term. The current estimate of Tenant share of these expenses is \$9.00 per square foot per year / \$3,020.25 per month. As soon as practicable after the end of each calendar year, Landlord shall provide to Tenant a statement of costs, and with the statement a reconciliation of the monthly estimate of Tenant's Pro-Rata Share as appropriate for the preceding calendar year, with any excess or deficiency being applied or added to Tenant's next installment of Additional Rent. All other sums that Tenant is required to pay under the terms of this Lease shall also be paid as Additional Rent.

5. *Extended Term.* Provided Tenant is not in default beyond any applicable grace or cure period either at the time of exercise of the Extension Notice or at the commencement of any Extension Term (as defined below), Tenant shall have the option to extend the Term for Two (2) consecutive Five (5)-year period(s) (each an "Extension Term") upon the same terms and conditions as contained

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in this Lease. To exercise an extension option, Tenant shall give Landlord written notice ("Extension Notice") at least one hundred eighty (180) days prior to the then-current Expiration Date (the "Extension Deadline"). In the event Tenant does not exercise the foregoing options to extend this Lease within the Extension Deadline, then each such option (and any other remaining options) shall become null and void and be of no further force or effect.

At the time Tenant exercises each Option to Extend, Base Rent for each option during such renewal period shall be calculated as follows:

Extended Term - Years	Price Per Sq. Ft.
1 st Extension, Years 11 - 15	\$63.53
2 nd Extension, Years 16 - 20	\$69.88

During any Extended Term, all other terms and conditions of this Lease, including without limitation Tenant's obligation for Additional Rent, shall remain in force and effect.

6. Common Areas. Tenant, its agents, employees, customers, and invitees, shall have the use, in common with all others to whom the Landlord has granted or may later grant rights to use them, of the sidewalks, parking areas, and drives designated by Landlord, as these shall exist from time to time, for the Property ("Common Areas"). Tenant's employees shall park in areas designated for employee parking by Landlord. Landlord shall perform all necessary maintenance to the Common Areas (including, without limitation, general cleaning, snow removal, grass cutting, parking lot cleanup, repairs of exterior light fixtures, and light bulb replacement), and Tenant shall reimburse Landlord its Pro-Rata Share of Landlord's actual expense in performing the operation, supervision, management, maintenance, and repair of the Common Areas (the "**Common Area Maintenance Expense**"). Notwithstanding anything herein to the contrary, if any Common Area Maintenance Expenses are classified as capital expenditures for federal income tax purposes, then such expenditures shall be amortized on a straight-line basis over the useful life of the applicable improvement, repair, or replacement and only the annual amortization shall be included in Common Area Maintenance Expenses. Common Area Maintenance Expenses shall not include any cost or expense relating to Landlord's payments for loan principal or interest, including amortization of indebtedness, together with expenses thereto related in connection with such financing or any refinancing during the term of this Lease, and/or ground lease rental payments; depreciation or debt service for the Property; costs or expenses associated with the clean-up or removal of hazardous substances or toxic material, or any structural changes required to comply with any present or future legal or regulatory requirements relating to hazardous materials or toxic substances, and compliance with the Americans with Disabilities Act as in effect at the Delivery Date; expenditures classified as capital expenditures for federal income tax purposes, except for the annual amortization as expressly provided in this Section 6 above; any repair or maintenance costs that are solely the obligation of, and paid for, by another tenant or occupant; net proceeds received by the Landlord from insurance policies taken out by the Landlord to the extent that the proceeds relate to Common Area Maintenance Expenses; reserves for future expenses or contingencies; charitable or political contributions; Landlord's general or corporate overhead costs; costs incurred in connection with the initial construction of the Property, signs and pylon and/or monument sign panels which identify other tenants of the Property (except that the cost of maintaining any Property pylon or monument sign other than the individual tenant panels shall not be excluded), and initial landscaping thereof,

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or the costs of repairing any defects in the initial design, materials, or workmanship of the Property; advertising or promotional expenditure; accounting and legal fees attributable to any matters concerning any other tenant, prospective tenant, or other occupants of the Property, but not tenants generally; costs attributable to repairing or maintaining items which are covered by warranties or insurance maintained or required to be maintained by Landlord; costs attributable to repairs or maintenance performed in another tenant's or occupant's exclusive space which is not part of, or provide services to the Common Areas; any and all costs of selling, exchanging or refinancing the Property; costs incurred due to violations by Landlord of any of the terms and conditions of any lease in the Property or of any governmental statute, regulation or ordinance, except violations caused by Tenant; costs attributable to seeking and obtaining new tenants for, as well as retaining existing tenants in, the Property, including marketing fees, advertising expenses, brokerage commissions, rent or other rent concessions, vacancy costs, and/or to prepare space for such tenants; fines, penalties, and interest assessed by a third party or governmental agency as a result of Landlord's failure to make payments in a timely manner or to comply with Laws, except those relating to Tenant's failure to pay or comply; wages, salaries, fees and fringe benefits of any employee who does not devote substantially all of his/her employed time to the Property (provided, however, that in no event shall operating expenses include wages and/or benefits attributable to personnel above the level of property manager and building engineer); cost of services paid to Landlord, or to subsidiaries or affiliates of Landlord for services in the Property to the extent the same materially exceeds the cost of such services rendered by unaffiliated third parties on a comparable competitive basis; costs of holiday decorations; and costs resulting from the gross negligence or willful misconduct of Landlord.

Landlord may at any time close temporarily any Common Area to make repairs or changes, to prevent the acquisition of public rights in such area or to discourage non customer parking; and may do such other acts in and to the Common Areas as in its judgment may be desirable to improve the convenience thereof, provided, however, any such closure shall not unreasonably interfere with Tenant's access to the Leased Premises or otherwise with Tenant's business operations therein.

7. Landlord's Insurance . During the Term, Landlord shall keep the building in which the Leased Premises are located and the Common Areas insured against loss or damage by fire and other hazards covered by customary extended-coverage insurance in the amounts determined by Landlord to be the full replacement value of the building and Common Areas ("Landlord's Property Insurance"). Landlord shall also carry Commercial General Liability insurance ("Landlord's Liability Insurance") on the Common Areas, naming Tenant as an additional insured providing coverage of not less than Two Million Dollars (\$2,000,000). Tenant shall reimburse Landlord Tenant's Pro-Rata Share of all premiums actually paid by Landlord for the Landlord's Property Insurance and Landlord's Liability Insurance , which Tenant shall pay as Additional Rent.

8. Taxes. Landlord shall pay or cause to be paid all real property taxes and special assessments (collectively "Taxes") levied against the Property and all improvements located on it, and Tenant shall reimburse Landlord its Pro-Rata Share of the Taxes as Additional Rent. Tenant shall pay all personal property taxes assessed against any personal property owned by Tenant on the Leased Premises and provide evidence of payment to Landlord on request. Taxes shall not include federal or state income taxes, sales tax, use tax, excise tax, and/or franchise taxes.

9. Maintenance and Repair.

A. Landlord shall, at its expense, keep in good order and repair all building systems, including, without limitation, HVAC (subject to Tenant's obligation to maintain a regular service contract pursuant to Section 9.B below), life-safety, plumbing, electrical, and mechanical systems, the roof, the outer walls, foundations, footings, structural portions of load-bearing walls, structural floors and subfloors, and structural columns and beams of the building in which the Leased Premises are located but not the doors, door frames, the window glass, window casings, window frames, windows, or any of the appliances or appurtenances of these doors or window casings, window frames, and windows, or any attachment to the appliances or appurtenances or attachments to the building or the Leased Premises used in connection with the building. Tenant shall notify Landlord promptly of the need for repair. In the event any repair is necessitated by the negligent or willful act of Tenant or its agents, employees, invitees, or licensees, Tenant shall pay to Landlord, upon invoice and sufficient detail of Landlord's incurred costs, the actual cost of such maintenance and repair. Landlord may enter the Leased Premises at any time during normal business hours and install or repair pipes, wires, and other appliances or make any repairs deemed essential by Landlord to the use and occupancy of other parts of the building in which the Leased Premises are located. Except in the event of an emergency that requires immediate access to the Leased Premises, Landlord shall notify Tenant not less than 48 hours in advance of its entering the Leased Premises.

B. Except as provided in the foregoing Section 9.A, Tenant shall, at its expense, keep the interior of the Leased Premises and every part of the Leased Premises in good condition and repair and at the expiration of the Term yield and deliver the Leased Premises to Landlord in good condition and repair, reasonable use and wear and damage by the elements and other casualty excepted and shall remove those interior nonstructural improvements not affixed to the Leased Premises as directed by Landlord in writing not less than sixty (60) days prior to the expiration of the Lease Term. Tenant shall not make any exterior alterations, additions, or improvements to the Leased Premises without Landlord's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall not perform any acts or carry on any practice that injures the Leased Premises or is a nuisance to other tenants in the building and shall always keep the Leased Premises clean and free from rubbish and dirt. Tenant shall, at its own expense, promptly comply with all applicable federal, state, local, and other laws, rules, regulations, ordinances, codes and other governmental requirements (collectively, "Laws") affecting the Leased Premises and the cleanliness, safety, occupation, and use of the Leased Premises during the Term. Tenant shall provide and pay for its own regular janitorial service to maintain the Leased Premises in a neat and clean condition and shall employ at Tenant's expense a reputable firm to service and maintain the heating and air conditioning systems for the Leased Premises. Tenant shall also be responsible for all repairs or replacements to any area or system of the Leased Premises and the Common Areas that is occasioned by the negligent or willful act of Tenant or its agents, employees, invitees, or licensees. Tenant, at its own expense, shall install and maintain fire extinguishers and other fire protection devices as may be required from time to time by any agency having jurisdiction and the insurance underwriters insuring the building in which the Leased Premises are located.

10. Use.

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A. Tenant shall use and occupy the Leased Premises for the operation of a full service bar and restaurant, including the ancillary sale of merchandise and in accordance with all Laws (the "Permitted Use") and for no other purpose without the consent of Landlord, which consent Landlord may withhold in its sole discretion for any or no reason. Tenant shall not knowingly use the Leased Premises for any purpose or in any manner in violation of any Laws. Tenant shall not deface or injure the Leased Premises or the Property, permit anything to be done on the Leased Premises that creates a nuisance or unreasonably disturbs other tenants at the Property or permit any activity in the Leased Premises other than the Permitted Use that will result in an increase of any premium or cancellation of any policy for insurance on the Leased Premises or the Property.

B. Landlord shall be responsible for complying with the applicable provisions, if any, of Title III (hereinafter referred to as "Title III") of the Americans with Disabilities Act of 1990 (hereinafter referred to as the "ADA") relating to the structural components of the Leased Premises and Landlord's Work. Tenant, at its sole cost and expense, shall be responsible for complying with all applicable provisions of the ADA relating to: (aa) the physical condition of the Leased Premises (excluding any non-conforming structural components and accessibility issues that exist as of the Effective Date of this Lease), (bb) Tenant's policies and the operation of its business in or from the Leased Premises, (cc) Tenant's employment and employment related practices, (dd) Landlord shall have no responsibility whatsoever for compliance with the ADA within the Leased Premises after the Delivery Date. Tenant shall indemnify, defend and hold harmless Landlord from and against any and all claims, actions, damages, liability, cost and expense, including reasonable attorney fees, in connection with or resulting from noncompliance with the ADA relating to those matters described above for which Tenant is responsible. Landlord shall indemnify, defend and hold harmless Tenant from and against any and all claims, actions, damages, liability, cost and expense, including reasonable attorney fees, in connection with or resulting from noncompliance with the ADA relating to those matters described above for which Landlord is responsible.

C. Tenant shall not use the Leased Premises in any manner which violates the terms of the following exclusive use rights (the "Exclusive Use") granted to other tenant(s) of the Property prior to the effective date of this Lease. Tenant acknowledges Landlord has a lease with a co-tenant of the property that prevents the sale of: (a) whole or ground coffee beans, (b) espresso, espresso-based drinks or coffee-based drinks, (c) tea or tea-based drinks, (d) brewed coffee, and/or (e) blended beverages including, without limitation, those containing any of the following: ice, coffee, espresso, tea.

However, the Exclusive Use shall not apply to Tenant's sale of incidental amounts (not to exceed five percent (5%) of Tenant's gross sales) of brewed coffee or brewed tea which is neither (i) gourmet, nor (ii) brand identified. "**Gourmet**" shall be defined as: (a) beverages made using Arabica beans, or (b) sourced from a gourmet coffee or tea brand such as Coffee Bean & Tea Leaf, Intelligentsia, Peets, Caribou or similar branding and "**brand identified**" shall mean beverages advertised or marketed within the Leased Premises using a brand name or served in a brand-identified cup.

Tenant acknowledges, that if it violates this Exclusive Use covenant, that the co-tenant at the Property is entitled to certain remedies, (the "Co-Tenant Remedies"). Specifically, the co-tenant lease provides:

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“In the event of a violation of Tenant’s exclusive use, all Base Rent, Annual Additional Rent, and all other sums due under this Lease shall be reduced by fifty percent (50%) until the violation has been cured and the competing tenant(s) at the Property cease(s) the sale of any of the products protected by Tenant’s exclusive use described above. In the event that the violation continues for more than ninety (90) days, Tenant shall have the right to terminate this Lease, and shall be entitled to reimbursement by Landlord of the unamortized amount of Tenant’s improvements to the Premises as of the effective date of the early termination of this Lease.”

Tenant shall indemnify and hold Landlord harmless from all losses it incurs if any or all of the Co-Tenant Remedies are exercised or enforced. Upon not less than ten (10) days prior written notice to Tenant and Tenant’s opportunity to cure, Landlord may exercise any other right or remedy available to Landlord pursuant to this Lease in connection with Tenant’s breach of this Exclusive Use covenant.

11. *Operation by Tenant.* Tenant covenants and agrees:

- (a) to open the Leased Premises for business within ninety (90) days after the Commencement Date and to keep the Leased Premises open and available for business activities during normal business hours at least five days per week, except when prevented by strikes, fire, casualty, or an event of Force Majeure as provided in Section 35;
- (b) prominently display its business hours in the front window area of the Leased Premises;
- (c) to operate the business conducted by it on the Leased Premises in a first-class manner;
- (d) to not cover the windows of the Leased Premises with any window coverings or any other materials and shall keep all windows on the Leased Premises uncovered at all times;
- (e) to keep all garbage and refuse in the kind of container specified by Landlord. If Landlord provides or designates a service for picking up refuse and garbage, Tenant shall use it at Tenant’s cost. Tenant shall pay the cost of removal of any of Tenant’s refuse or rubbish; and
- (f) to keep the Leased Premises at a temperature sufficient to prevent the freezing of water in any pipes and fixtures.

Notwithstanding anything in Section 11(a) to the contrary, Tenant may temporarily shut down: (i) on Federal holidays; (ii) upon not less than three (3) days’ notice, from time to time for a period not to exceed seven (7) days for employee vacation or training, and (iii) upon not less than five (5) days’ notice, once every five (5) years for remodeling of the Premises for a period not to exceed thirty (30) consecutive days.

12. *Restrictions on Tenant’s Activities.*

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(a) Tenant shall not conduct any auction, fire, going-out-of-business, or bankruptcy sales at the Leased Premises.

(b) Tenant shall not operate or permit to be operated at the Leased Premises any coin or token-operated vending machines or similar devices for the sale of goods, wares, merchandise, food, beverages, and/or services, including, without limitation, pay telephones, lockers, scales, and amusement devices, without Landlord's prior written consent.

(c) Tenant and Tenant's employees and agents shall not solicit business in the parking area or other Common Areas, nor shall Tenant or its employees or agents distribute any handbills or other advertising in or on automobiles parked in the parking area or in other Common Areas.

(d) Tenant shall not install any music system that unreasonably interferes with the uses and enjoyment of other tenants of the Property and their patrons. No aerial shall be erected on the roof or exterior walls of the Leased Premises or on the Common Areas. Any aerial so installed shall be subject to removal by Landlord without notice.

(e) Tenant shall not use any loudspeakers, televisions, phonographs, radios, or other devices in a manner that unreasonably interfere with the uses and enjoyment of other tenants of the Property and their patrons.

(f) Tenant and its employees and agents shall not park any vehicle at the Property except in areas which are designated by Landlord for that use as depicted on Exhibit A-1 hereto.

(g) Tenant shall not conduct any business or keep or display any merchandise in any Common Area.

Notwithstanding subparagraph (d) and (e) of this Section 12, Landlord acknowledges and agrees that Tenant will have live and/or recorded music playing at the Leased Premises, including the patio area, during its normal business hours (approximately 10:00 a.m. to 11:00 p.m.).

13. Assignment and Subletting. Tenant shall not sell, assign, mortgage, pledge, or in any manner transfer this Lease or sublet the Leased Premises or any portion of the Leased Premises without the prior written consent of Landlord, which consent Landlord may withhold in its sole but reasonable discretion. Notwithstanding anything herein to the contrary, Tenant shall have the right to assign or sublease the Leased Premises or any portion thereof, without Landlord's consent (provided, that Tenant shall provide written notice to Landlord and a copy of the instrument evidencing such transfer) to any of the following to (each, a "Related Party"): (a) any parent, subsidiary or affiliated companies of the Tenant, (b) any entity that controls, is controlled by, or is under common control with, Tenant; or (c) any entity resulting from the merger or consolidation with Tenant or to any entity that acquires all or substantially all of Tenant's business; so long as, (x) there is no uncured Event of Default, and (y) the successor entity has a net worth equal to or greater than that of Tenant at the time of such transfer. Any transfer to a Related Party or to which Landlord consents will be subject to all of the terms and conditions of this Lease, and unless Landlord specifically agrees in writing, any transfer to a Related Party shall not release Tenant or Guarantor from liability for the performance of Tenant's obligations hereunder. Landlord's right to assign this Lease is and shall remain unqualified. On any sale of the Leased Premises in which the purchaser assumes all obligations under this Lease, Landlord

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shall be free of all its obligations under this Lease as of the date of such sale and assumption of this Lease and shall not be subject to any liability resulting from any act, omission, or event occurring after the conveyance and express assumption by such purchaser. Tenant shall recognize and attorn to the transferee as Landlord, and Tenant further agrees to, within 10 days following Landlord's request, execute and deliver an attornment agreement and/or estoppel letter in form and substance reasonably acceptable to Tenant.

14. Utilities. Landlord shall cause all utilities serving the Leased Premises to be separately metered as part of Landlord's Work. At the commencement of the Term, Tenant shall have all such utilities servicing the Leased Premises metered in its own name. Any utilities that are not metered separately shall be billed to Tenant by Landlord for Tenant's use of that utility service in proportion to Tenant's Pro Rata Share thereof (unless Tenant's direct usage thereof can be separately determined as to cost by the provider thereof, in which case Tenant shall be invoiced for that identified direct cost). Tenant shall pay all charges and deposits for the utilities provided to or used in the Leased Premises during the Term as they shall become due. Landlord shall not be liable for damages if the furnishing of any utilities is interrupted by fire or other casualty, accident, strike, labor dispute, or disagreement; the making of any necessary repairs or improvements, or any other causes beyond Landlord's reasonable control; provided, however, in the event such interruption is caused by the act or omission of Landlord, its employee, agent or contractor, and Tenant is unable to operate its business in the Premises due to such utility loss or interruption, Tenant shall be entitled to an abatement of Rent commencing on the third (3rd) day after such loss of utility service through such date as such utility service is restored.

15. Tenant's Liability Insurance and Indemnification. Tenant shall, at its own cost and expense, obtain and keep in force a policy or policies of public liability insurance with an insurance company approved by Landlord, in which the limits of commercial general liability shall be not less than Three Million Dollars (\$3,000,000.00) per occurrence, and in which the limit of property damage liability shall be not less than Three Million Dollars (\$3,000,000.00); (ii) workers' compensation coverage as required by law; (iii) auto-coverage – owned and non-owned (including hired auto – with coverage of at least One Million Dollars (\$1,000,000.00); (iv) an umbrella policy of at least One Million Dollars (\$1,000,000.00); and (v) insurance covering Tenant's leasehold improvements, build-outs, fixtures, and all of Tenant's personal property in the amount of the full replacement cost thereof, with reasonable deductible. At the commencement of the Term, Tenant shall furnish Landlord with certificates or other evidence acceptable to Landlord indicating that the foregoing insurance is in effect and providing that Landlord shall be notified in writing at least 30 days before cancellation of, any material change in, or renewal of the policy. All Tenant insurance policies shall be primary and non contributory and also name Landlord and Gillespie Property Management Inc. and any additional persons designated by Landlord in writing as additional insureds.

Notwithstanding anything herein to the contrary, Landlord and Tenant each hereby release the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the standard extended coverage or supplementary contract casualties, which are the subject of the insurance to be carried under this Lease or actually carried by the parties and in force at the time of any such loss or damage, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible. Any insurance

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maintained by either party pursuant to this Lease shall contain a clause or endorsement under which the insurer waives all rights of subrogation against the other party and its agents or employees with respect to losses payable under the policy.

Any personal property kept on the Leased Premises by Tenant shall be kept at Tenant's sole risk.

Tenant shall indemnify, defend and hold Landlord harmless from and against all claims, actions, damages, liability and expense, including attorneys' fees that may be asserted against Landlord or incurred by Landlord because of (1) any accident or casualty to person or property occurring on the Leased Premises, (2) Tenant's failure to comply with Tenant's repair and maintenance obligations hereunder, or (3) any act or omission of Tenant, its agents, contractors, employees, servants, customers, licensees, visitors or any other person entering the Leased Premises or Property under express or implied invitation of Tenant. Tenant's indemnity obligations shall be subject to rights of subrogation and insurance as provided herein. In no event shall Tenant's foregoing indemnity obligations extend to the extent caused by the gross negligence or willful acts of Landlord's or its agents, contractors, invitees or employees.

Landlord shall indemnify, defend and hold Tenant harmless from and against all claims, actions, damages, liability and expense, including attorneys' fees that may be asserted against Tenant or incurred by Tenant (a) occurring in or about the Property (exclusive of the Leased Premises) and arising from Landlord's gross negligence, or (b) caused by Landlord's failure to comply with Landlord's repair and maintenance obligations hereunder. Landlord's indemnity obligations shall be subject to rights of subrogation and insurance as provided herein. In no event shall Landlord's foregoing indemnity obligations extend to the extent caused by the gross negligence or willful acts of Tenant or its agents, contractors, invitees or employees.

16. Acceptance of Leased Premises. Tenant acknowledges that it has examined the Leased Premises and the Common Areas prior to the making of this Lease, and knows the condition thereof, and that no representations as to the condition or state of repairs thereof have been made by Landlord, or his agent, which are not herein expressed, subject to the completion of the Landlord's Work as required by this Lease. Tenant acknowledges that upon Landlord's delivery and Tenant's acceptance of the Leased Premises on the Delivery Date, Tenant will have accepted possession of the Leased Premises and the Common Areas "as is" without representation or warranty subject to latent defects and/or usual and customary punchlist items in connection with Landlord's Work. Tenant further agrees upon termination of this Lease to return Leased Premises to Landlord in good condition, reasonable wear and tear and damage caused by the elements excepted.

17. Damage or Destruction. If, during the Term, the Leased Premises are partially or totally destroyed by fire or other casualty covered by insurance so as to become partially or totally untenable, the Leased Premises shall be repaired as speedily as possible at Landlord's expense unless this Lease is terminated. If during the Term (or an Extended Term) the Leased Premises are partially or totally destroyed by fire or other casualty and the cost of restoring the Leased Premises to the condition before the damage equals or exceeds 50 percent (50%) of its fair replacement value immediately before the damage, this Lease shall automatically terminate as of the date of such damage. If during the Term (or an Extended Term) the Leased Premises are partially or totally destroyed by fire or other casualty and the cost of restoring the Leased Premises to the condition before the damage is less than

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50 percent (50%) of its fair replacement value immediately before the damage, Landlord and Tenant, within thirty (30) days after the date of such damage, shall reasonably determine how long the repair and restoration will take. After that determination has been made, if the determination is that it would take longer than two hundred and seventy (270) days (or, if in the last twelve (12) months of the then current term, one hundred eighty (180) days), or if such damage is not insured against by Landlord, either Tenant or Landlord shall have the right to terminate this Lease by giving written notice to the other party of its election to do so within 30 days of the date on which the determination is made. On the giving of notice, the Lease shall terminate as of the date on which the damage occurred, and the Rent shall be adjusted to that date. In the event that the notice of termination is not given by either Landlord or Tenant within such 30 days, this Lease shall continue and Landlord shall cause the Leased Premises to be repaired or restored with due diligence, and Rent shall abate during the time Tenant is prevented from operating in the Leased Premises as a result of the damage; provided further, however, if Landlord fails to complete such restoration within two hundred seventy (270) days after the date of casualty, Tenant may terminate this Lease within sixty (60) days prior written notice, provided Landlord has not completed the restoration prior to the end of the sixty (60) day notice period.

18. *Condemnation.* If the whole or any part of the Leased Premises are taken by any public authority under the power of eminent domain, the Term shall cease on that part to be taken from the date the possession is acquired by the public authority, and the Rent shall be paid up to that date. If the taking of a portion of the Leased Premises or the Property substantially impairs the usefulness of the Leased Premises for the purpose for which the Leased Premises are leased (including ingress and egress thereto), Tenant shall have the right either to terminate this Lease or to continue in the possession of the remainder of the Leased Premises under the terms and conditions of this Lease, except that Rent shall be reduced in proportion to the amount of the Leased Premises taken, and, in the latter event, Landlord shall promptly restore the remainder to substantially the same condition as existed immediately prior to such taking. All damages awarded for the taking shall belong to and be the property of Landlord except that Tenant may pursue a claim against the condemning authority for loss of business, cost of relocation or cost of removal of Tenant's furniture and equipment only if such claim does not diminish or adversely affect the compensation to be paid Landlord.

19. *Alterations; Signs.* No improvements, alterations, additions, or physical changes shall be made on the Leased Premises by Tenant without the prior written consent of Landlord, which consent Landlord may withhold in its sole discretion. Tenant shall not paint or decorate any part of the exterior of the Leased Premises or attach or hang any awnings or other projections to the exterior of any window of the Leased Premises or on the outside wall of the building, nor shall Tenant attach or exhibit any sign, display, lettering, or advertising matter of any kind on the exterior walls of the building or on the exterior of any window or door of the Leased Premises without Landlord's prior written consent. All alterations and improvements, but not moveable equipment and trade fixtures, installed at Tenant's expense shall be the property of Landlord and shall remain on and be surrendered with the Leased Premises at the termination of the Lease. However, Landlord may require that Tenant remove the alterations and improvements and repair any damages to the Leased Premises caused by removal. Landlord may make any improvement or changes to the exterior of the Leased Premises and the Common Areas as it determines from time to time, provided the work does not unreasonably interfere with Tenant's operations. Landlord reserves the right to install antennas, signs, and heating and air conditioning equipment on the roof of the Leased Premises.

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Tenant may attach to the building over Tenant's main entryway the maximum building signage allowed per the City of Lansing sign ordinance. Tenant may install a sign on both sides of the existing split tenant monument/pylon sign located at the property.

All signs shall be approved by Landlord prior to installation and Tenant shall obtain all necessary approval and permits from the City of Lansing. All costs related to signage including sign maintenance shall be the responsibility of Tenant.

Interior window signs or advertising displays are permitted, provided that they comply with all applicable Laws and zoning requirements applicable to the Property. All signs located in the interior of the Leased Premises shall be professionally prepared and in good taste so as not to detract from the general appearance of the Leased Premises and the Property. Tenant further agrees to maintain in good condition and repair any such sign or advertising matter of any kind which has been approved by Landlord for use by Tenant.

20. Access. Except in the case of an emergency where no notice shall be required, Landlord shall have the right to enter upon the Leased Premises upon reasonable advance notice (in no event less than 48 hours) to Tenant during ordinary business hours, and taking reasonable care not to disrupt Tenant's business, for the purpose of inspecting the same. If Landlord deems any repairs necessary which are Tenant's responsibility under this Lease, Landlord may demand in writing that Tenant make the same and if Tenant refuses or neglects to commence such repairs within thirty (30) days after notice thereof from Landlord 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 Tenant's stock or business by reason thereof (other than to the extent of Landlord's or its contractor's gross negligence or willful misconduct), and if Landlord makes or causes to be made such repairs, Tenant agrees that it will forthwith upon remittance of an invoice evidencing the completion and cost of such work, pay to the Landlord as Additional Rent the cost thereof with interest at the Lease Rate accruing after the date of Tenant's receipt of such invoice.

21. Re-Renting. For a period commencing six (6) months prior to the termination of this Lease, Landlord may list the Leased Premises with brokers, and show the Leased Premises to prospective tenants. During the six (6) months prior to the termination of this Lease, Landlord may display in and about said Leased Premises and in the windows thereof, the usual and ordinary "TO RENT" signs. Any signs installed are not to obstruct or hinder Tenant's ability to operate normal business, nor shall any such signage interfere with any existing signage of Tenant.

22. Default in Payments to Third Parties. If Tenant fails to make any payment or expenditure required to be made hereunder other than payments to Landlord under the terms hereof, and such failure continues for a period of ten (10) days after written notice thereof from Landlord to Tenant, Landlord may declare Tenant in default of this Lease, and Landlord may at his option make such payment or expenditure, in which event the amount thereof shall be payable as Additional Rent to Landlord by Tenant on the next ensuing rent day together with interest at the Lease Rate from the date of such payment or expenditure by Landlord and on said default in such payment Landlord shall have the remedies on default in payment of Rent.

23. Default and Remedies.

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A. The occurrence of any one or more of the following events (“Events of Default”) shall constitute a material breach of this Lease by Tenant:

- (i) Tenant shall fail to pay any obligation when due and shall fail to cure such default within seven (7) days after written notice thereof given by Landlord to Tenant;
- (ii) Tenant shall fail to perform any other covenant or agreement contained in this Lease and shall fail to cure such default within thirty (30) days after Landlord has given written notice thereof to Tenant; provided, however, that if the nature of Tenant’s default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within such thirty (30) day period and thereafter diligently pursues such cure to completion within ninety (90) days after the written notice from Landlord;
- (iii) Tenant shall fail to maintain the Security Deposit required herein;
- (iv) Tenant or any guarantor of Tenant’s obligations hereunder shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or shall file a petition in any proceeding seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property, or it shall be adjudicated insolvent or bankrupt, or (with Tenant’s consent or acquiescence) a receiver, trustee, custodian or other similar official shall be appointed for it or for all or any substantial part of its property;
- (v) Within ninety (90) days after the commencement of any proceeding against Tenant or any guarantor of Tenant’s Obligations hereunder seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or other similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed;
- (vi) Within ninety (90) days after the appointment, without the consent or acquiescence of Tenant, of any trustee, receiver or liquidator of Tenant, or of all or any substantial part of its property, such appointment shall not have been vacated;
- (vii) Within ninety (90) days after the appointment, without the consent of any guarantor of Tenant’s obligations hereunder, of any trustee, receiver or liquidator of such guarantor or of all or any substantial part of its property, such appointment shall not have been vacated;
- (viii) All or any substantial part of Tenant’s property shall be attached, executed upon or otherwise impressed with a lien in favor of one or more creditors and such

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attachment, execution or lien shall not be vacated or discharged within twenty (20) days; or

- (ix) This Lease or any sublease shall be assigned or encumbered, or the Leased Premises or any part thereof shall be sublet, without Landlord having given its prior written consent.

B. If an Event of Default shall occur, then Landlord shall have the following remedies, which are cumulative and independent of one another and are in addition to such other remedies as may be provided herein or are available by statute, under common law or in equity:

- (i) If Tenant shall have failed to pay Rent, Landlord may recover possession of the Leased Premises pursuant to MCL 600.5714(1)(a), as amended. The written demand for possession for nonpayment of rent due contemplated by Section 23 A (i) shall also constitute notice of default under this Section and the notice periods contemplated by the statute and this Lease shall run concurrently.
- (ii) Landlord may and is hereby empowered, at its election and sole discretion, to terminate this lease by means of written notice to that effect, and thereafter may recover possession of the Leased Premises pursuant to MCL 600.5714(1)(c)(i), as amended. The effective date of termination shall be the date set forth in such notice, but in any event shall not be earlier than the date on which an Event of Default shall have occurred. Landlord may give successive notices of default and termination or may include both notices in one document which shall set forth the period of time, if any, during which Tenant must cure all defaults set forth therein.
- (iii) Landlord may elect to cure any Event of Default other than nonpayment of Rent by Tenant and all amounts expended by Landlord to such end, including reasonable attorney's fees, shall become immediately due and payable by Tenant to Landlord upon demand.
- (iv) With or without terminating this Lease, Landlord may peaceably repossess all or such part of the Leased Premises as not occupied by Tenant.
- (v) With or without terminating this Lease, Landlord may relet the whole or any part of the Leased Premises, from time to time, either in the name of Landlord or otherwise, to such tenant or tenants, for such term or terms, as such rent or rents and upon such other conditions (which may include, without limitation, concessions and free rent periods) as Landlord, in its sole discretion, may determine. In the event of any such reletting, no failure of any successor tenant to pay any rent or other obligations due to Landlord shall operate to relieve Tenant of any liability under this Lease or otherwise to affect any such liability; and Landlord may make such reasonable repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Leased Premises as Landlord, in its discretion, considers advisable and necessary in connection with any such reletting or proposed reletting, without relieving Tenant of any liability under this Lease or otherwise affecting such liability. All expenses incurred by

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Landlord in connection with reletting the Leased Premises shall be obligations of Tenant to Landlord which shall be due and payable upon demand.

- (vi) Landlord shall have the right to recover all amounts payable by Tenant as and when the same become due hereunder and all other damages incurred by Landlord as a result of an Event of Default, and to that end Landlord shall have the right to repossess and sell the Collateral (as defined in Section 24) by claim and delivery action or by any other lawful means and to apply the proceeds to such recovery.

C. Upon termination of this Lease as a result of an Event of Default, Landlord shall be entitled to money judgment against Tenant in the amount of the aggregate of the following:

- (i) All unpaid Rent due on or before the date of possession by Landlord, together with interest thereon at the Lease Rate;
- (ii) The excess, if any, of all Rent which would come due after the date of possession by Landlord but for termination of this Lease, reduced to present value by using as a discount factor the discount rate of the Federal Reserve Bank of Chicago in effect at the time of judgment, less either (i) the net proceeds, if any, of any reletting of the Leased Premises at the time of possession by Landlord against Tenant (after deducting all Landlord's reasonable expenses in connection with such reletting) in accordance with Section 23.B(v), or (ii) the amount of such rental loss that Tenant affirmatively proves could be reasonably avoided by Landlord;
- (iii) The unamortized balance of Landlord's cost of the Landlord's Work, if any, plus all unpaid interest thereon accrued at the Lease Rate;
- (iv) Any other amount necessary to compensate Landlord for damages caused by Tenant's failure to perform its covenants and agreements contained in this Lease; and
- (v) The actual costs and attorneys' fees incurred by Landlord resulting from an Event of Default and in enforcing the Remedies provided by this Lease, or by law or in equity.

Landlord shall use reasonable efforts to mitigate any damages suffered by Landlord that result from an Event of Default. Except with regard to Section 10 (Exclusives), Section 26 (Hazardous Materials) and Section 51 (Attorneys' Fees), in no event shall Tenant be obligated to compensate Landlord for any speculative or consequential or punitive damages caused by Tenant's failure to perform its obligations under this Lease.

D. Landlord's Default. Landlord shall be in default in the performance of Landlord's obligations hereunder, if it breaches any warranty hereunder or fails to perform any covenant or obligation required to be performed by Landlord hereunder, and if Landlord fails to perform such obligations within thirty (30) days after written notice from Tenant, or such additional time as is reasonably required to correct any such default (provided Landlord has commenced such cure within such thirty (30) day period and is diligently prosecuting the same to completion, and such extended time period does not exceed ninety (90) days). In such event, Tenant may, in addition to any of Tenant's other

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rights set forth elsewhere in this Lease and its rights at law and in equity, (a) cure any default or breach of warranty of Landlord hereunder, and perform any covenants which Landlord has failed to perform, and any sums expended by Tenant in curing such default or breach of warranty and performing such covenants shall be paid by Landlord to Tenant immediately upon written demand and shall bear interest at the Lease Rate from the date of demand; and (b) bring suit to recover from Landlord all sums due Tenant from Landlord together with interest at the Lease Rate thereon. Notwithstanding the foregoing, Tenant shall have the right to reduce its Rent if Landlord does not reimburse Tenant within thirty (30) days of Tenant's written demand for payment. In no event shall Landlord be obligated to compensate Tenant for any speculative or consequential or punitive damages caused by Landlord's failure to perform its obligations under this Lease.

24. Landlord's Lien. Subject to any equipment financing or lease applicable to the Collateral (as defined herein), Landlord shall have, and Tenant grants to Landlord, a security interest in any furnishings, equipment, and fixtures belonging to Tenant on the Leased Premises (the "Collateral"). The security interest is granted for the purpose of securing the payment of Rent and other charges, assessments, penalties, and damages to be paid by Tenant, and for the purpose of securing the performance of all of Tenant's obligations under this Lease. On Tenant's default or breach of any covenant of this Lease, Landlord shall have all remedies available under the laws of the State of Michigan, including but not limited to the right to take possession of the above-mentioned property and dispose of it by sale in a commercially reasonable manner. This Lease shall serve as a security agreement and Tenant authorizes Landlord agrees to file financing statements from time to time for the purpose of perfecting and serving notice to third parties of the security interest granted by this Lease.

25. Bankruptcy or Other Debtor Proceedings.

A. **Assumption and Assignment.** In the event that an order for relief shall be entered with respect to Tenant in a proceeding brought by or against Tenant under the United States Bankruptcy Code and in the event that Tenant or its Trustee shall seek to assume or to assume and assign this Lease, Tenant shall provide adequate assurance of future performance by Tenant, its Trustee or its assignee as required by 11 U.S.C. 365 and, in addition thereto, Tenant shall provide to Landlord adequate assurance:

(i) That any Rent payable under this Lease shall not decline substantially after the date of such assumption or assignment, as the case may be;

(ii) Of the continued use of the Leased Premises in accordance with the Permitted Use only, Tenant hereby acknowledges that only in the operating of such business for the Permitted Use may Landlord be adequately assured that assumption or assignment of this Lease will not result in a default by Tenant under this Lease;

(iii) That the operation of the business in the Leased Premises shall continue to be limited to the uses permitted by Section 10, above;

(iv) Of the source of funds necessary to pay Tenant's monetary obligations under this Lease

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(v) Of the continuous operation of business in the Leased Premises in strict accordance with the requirements of Section 12 of the Lease; and

(v) Of such other matters as Landlord may reasonably require at the time of such assumption or assignment.

Tenant agrees that the furnishing of assurances in accordance with the foregoing or as may be directed by a court of competent jurisdiction shall not be deemed to waive any of the covenants or obligations of Tenant set forth in this Lease. Tenant stipulates that the foregoing constitutes minimum adequate assurance of future performance.

B. ***Insolvency.*** In the event that any court of competent jurisdiction shall under applicable law for the relief of debtors modify or delay the exercise by Landlord of any of the rights or remedies provided herein in the event of Tenant's default, Tenant stipulates that any right of continued occupancy by Tenant of the Leased Premises shall be conditioned upon Tenant's curing all existing defaults under this Lease and giving adequate assurance of future performance to the extent provided in subparagraph A. above.

26. *Hazardous Materials* Tenant shall not introduce or cause to be introduced into the Leased Premises or Property any material or substance that is now or in the future defined, listed or classified as hazardous by any state or federal law, department or agency, except, as is reasonably necessary for the conduct of Tenant's business, and in such amounts and in such manner as is in compliance with all applicable environmental Laws. If Tenant shall introduce or cause to be introduced any hazardous material or substance into the Leased Premises or the Property in violation of Law, Tenant shall, upon notice of such condition, immediately disclose in person or by telephone and confirm in writing the presence thereof to Landlord and Tenant shall have the duty to promptly remove the hazardous material or substance and, Tenant shall not be entitled to any abatement of any rents payable hereunder. Tenant shall indemnify and defend Landlord for and hold Landlord harmless from any and all claims, liability, damage or injury in any way relating to or arising out of the hazardous material or substance introduced into the Leased Premises or Property by Tenant. The words "claims", "liability", "damage" or "injury" shall include, but not be limited to, any and all liabilities, judgments or costs to comply with injunctive relief or any order of any court or governmental agency or authority, investigation costs, response costs, clean-up costs, remediation costs, costs to defend (including costs of appeal) any claim or proceeding in any way relating to or arising out of the hazardous material or substance being introduced into the Leased Premises or Property by Tenant. Tenant's obligation to indemnify, defend and hold Landlord harmless shall survive the expiration or earlier termination of this Lease.

27. *Rules and Regulations.* Landlord reserves the right to adopt from time to time rules and regulations for the operation of the Property consistently applied to all tenants and other occupants of the Property that are not inconsistent with the provisions of this Lease. Tenant and its agents, employees, invitees, and licensees shall comply with all of these rules and regulations.

28. *Waiver.* Landlord's failure to insist on strict performance of any of the terms, covenants, or conditions of this Lease or rules and regulations of the Property shall not be deemed a waiver of any

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subsequent breach or default in the terms, covenants, and conditions or rules and regulations. This Lease may not be changed, modified, or discharged orally.

29. Notices. All notices required under this Lease shall be in writing and shall be deemed to have been given and received when (a) personally delivered; or (b) two (2) days after being deposited in the United States mail, certified or registered, postage prepaid; or (c) one (1) business day after being deposited with a nationally recognized overnight courier service, and in all instances addressed to Landlord or to Tenant at the addresses listed above. Either party may change addresses for notices by a notice sent in accordance with the provisions of this Section.

30. Quiet Enjoyment. Landlord covenants and agrees with Tenant and its successors and assigns that, provided Tenant timely pays the Rent and observes and performs all the terms, covenants, and conditions on Tenant's part to be performed and observed, Tenant may peaceably and quietly possess and enjoy the Leased Premises for the Term.

31. Subordination to Mortgage. Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now in place or hereafter placed upon Landlord's interest in the Leased Premises and/or the Property. Any mortgage placed on the Leased Premises now or later shall be deemed to be prior in time and senior to the rights of Tenant under this Lease. Subject to Tenant's receipt of a fully-executed subordination and non-disturbance agreement in form and substance reasonably satisfactory to Tenant (each, a "SNDA"), Tenant subordinates its interest in the leasehold estate created by this Lease to the lien of any mortgage. Tenant shall, at Landlord's request, execute any additional documents necessary to confirm this subordination. Notwithstanding the foregoing, Tenant's possession of the Leased Premises under this Lease shall not be disturbed by any mortgagee, owner, or holder of note secured by a mortgage placed on the Leased Premises unless Tenant breaches any of the provisions of this Lease and Tenant's right to possession has been lawfully terminated in accordance with the provisions of this Lease.

If Landlord's interest in the Leased Premises is acquired by any mortgagee or purchaser at a foreclosure sale, or by deed in lieu thereof, Tenant shall attorn to the transferee of or successor to Landlord's interest in the Leased Premises and recognize such transferee or successor as Landlord under this Lease. Tenant waives the protection of any statute or rule of law which gives or purports to give Tenant any right to terminate this Lease or surrender possession of the Leased Premises upon the transfer of Landlord's interest. Tenant shall sign and deliver any instrument or documents necessary or appropriate to evidence any such attornment, subordination and non-disturbance or agreement to do so. Such subordination, attornment and non-disturbance documents may contain such provisions as are customarily required by any mortgagee.

Upon Landlord's written request(s), Tenant shall execute, acknowledge and deliver to Landlord a written statement certifying, if true: (i) that none of the terms or provisions of this Lease have been modified or amended (or if they have been changed, stating how they have been changed); (ii) that this Lease is in full force and effect and has not been canceled or terminated; (iii) the last date of payment of the Rent, Additional Rent and other charges and the time period covered by such payment; (iv) that Landlord is not in default under this Lease (if Landlord is claimed to be in default, stating why); (v) that Tenant has not buried or stored in violation of law upon the Leased Premises

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any toxic or hazardous wastes, as those terms are defined under environmental Laws; and (vi) such other matters as may be reasonably required by Landlord or the holder of a mortgage or lien to which the Leased Premises is or becomes subject. Tenant shall deliver such statement to Landlord within fifteen (15) days after Landlord's request. Any such statement by Tenant may be given by Landlord to any prospective purchaser or encumbrances of the Leased Premises. Such purchaser or encumbrances may rely conclusively upon such statement as true and correct. If Tenant does not deliver such statement to Landlord within such fifteen (15) day period, Landlord, and any prospective purchaser or encumbrances, may conclusively presume and rely upon the following facts: (i) that the terms and provisions of this Lease have not been changed except as otherwise represented by Landlord; (ii) that this Lease has not been canceled or terminated except as otherwise represented by Landlord; (iii) that not more than one month's Base Rent or other charges have been paid in advance; (iv) that Landlord is not in default under the Lease; and (v) Tenant has not stored or buried any hazardous or toxic wastes upon the Leased Premises. In such event, Tenant shall be estopped from denying the truth of such facts.

32. *Payments on Lease signing.* Concurrently with the signing of this Lease, Tenant shall pay to Landlord a security deposit of **\$17,618.13** (the "Security Deposit"), the Base Rent of **\$17,618.13** for the first month of the term, plus the first month estimated Pro-Rata Share of the Additional Rent of **\$3,020.25**.

In addition, Tenant shall pay to Landlord the Construction Deposit stated in Section 2.4 towards the improvements described on Exhibit D attached. Tenant shall pay Landlord this amount within Thirty (30) days of signing this Lease.

The Security Deposit shall be held by Landlord, without liability for interest, as security for Tenant's faithful performance of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term of this Lease. If Tenant fails to keep and perform any of the terms, requirements, conditions, covenants, or promises of this Lease, Landlord, at its sole option, may appropriate and apply the entire Security Deposit, or as much as necessary, to compensate Landlord for losses or damages sustained by Landlord as a result. If the entire Security Deposit or any portion of it is appropriated and applied by Landlord for the payment of overdue Rent or other sums due and payable to Landlord by Tenant, Tenant shall, on the written demand of Landlord, immediately remit to Landlord a sufficient amount in cash to restore the Security Deposit to the above amount. Tenant's failure to restore the Security Deposit within ten (10) days after receipt of demand shall constitute a breach of this Lease.

33. *Changes by Landlord.* Landlord reserves the absolute right at any time and from time to time to make changes or revisions to the Common Areas, including changes to the parking lot, driveways, signs, landscaping, and sidewalks, and by making additions to, subtractions from, or rearrangements of, the improvements in the Common Areas, provided that such changes shall not adversely affect Tenant's access to or use and enjoyment of the Leased Premises for the Permitted Use.

34. *Holding Over.* If Tenant remains in possession of the Leased Premises after the expiration or termination of the Lease, Landlord, in Landlord's sole discretion, may treat such holdover as an automatic renewal of this Lease for a month to month tenancy, subject to all the conditions, provisions, and obligations of this Lease as far as it applies to month-to-month tenancy, cancelable

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by either party on 30 days' written notice to the other party. During any period in which Tenant holds over following the expiration or termination of this Lease, whether Landlord agrees that Tenant remains as a month-to-month Tenant or Tenant fails to timely vacate the Leased Premises, Tenant shall pay Rent equal to one hundred fifty percent (150%) of the Base Rent then in effect together with the then current Additional Rent and all other monetary charges as provided herein. If Landlord elects to treat such tenancy as a month-to-month tenancy, it shall continue until terminated by Landlord or Tenant by a written notice of intention to terminate such tenancy given at least thirty (30) days prior to the date of termination of such month-to-month tenancy.

35. *Force Majeure.* If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of Force Majeure, notice shall be given to the party not claiming Force Majeure, stating the nature of the event and the best reasonable expectation of delay, and thereafter the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, the provisions of this Section shall at no time operate to excuse either party from any obligations for payment of any sum of money required by the terms of this Lease when the same is due, and all such amounts shall be paid when due. For purposes of this Section 35, "Force Majeure" means causes beyond the reasonable control of the party otherwise charged with performance, including, without limitation, acts of God, flood, fire, earthquake, explosion, strikes or other labor disputes, unavailability of materials, labor stoppages or slowdown or other unusual industrial disturbances, shortage of adequate power or transportation, war (whether war is declared or not), invasion, hostilities, terrorist threats or acts, embargoes, blockades, riot, civil insurrection action taken by any governmental authority, governmental preemption in connection with a national emergency, governmental orders or directives, epidemic or pandemic. Within a reasonable time following a Force Majeure event, and thereafter, the party claiming Force Majeure shall use reasonable diligent efforts to perform its obligations under this Lease.

36. *Landlord's Failure to Perform for reasons other than a Force Majeure Event.* Landlord shall not be deemed to be in default in the performance of any of his obligations unless and until it has failed to perform such obligation within thirty (30) days after written notice from Tenant specifying Landlord's failure to perform; but if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed to be in default if Landlord shall commence such performance within such thirty (30) day period and thereafter diligently prosecutes same to completion, and completes such cure within ninety (90) days. Tenant shall give each holder of a mortgage or other encumbrance affecting the Leased Premises, by certified or registered mail, a copy of any notice of default served upon Landlord, provided that Tenant has been notified in writing of the address of such mortgagee or has previously executed a statement of performance or subordination agreement in favor of such mortgagee. Tenant further agrees that if Landlord fails to cure such default within the time provided above, then such mortgagee or mortgagees shall have an additional thirty (30) days within which to cure such default or if such default cannot be cured within that time, then in such additional time as may be necessary if, within such thirty (30) days, any such mortgagee has commenced and is diligently pursuing the remedies necessary to cure such default (including, but not limited to, prosecution of foreclosure proceedings, if necessary to effect such cure), during which time Tenant shall not exercise any right available to it on account of such default. However, no such mortgagee shall be obligated to perform any of Landlord's obligations hereunder.

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37. Surrender of Leased Premises. Tenant shall, upon the expiration of the Lease Term, or any earlier termination of this Lease for any cause, surrender to Landlord the Leased Premises, broom clean and in the same condition as at the Commencement Date, excepting normal wear and tear, damage by the elements.

38. No Liens. Tenant shall not permit to be imposed nor to remain undischarged any lien, encumbrance or charge arising out of any work or work claim of any contractor, mechanic, laborer or Tenant or materials supplied by a materialman to Tenant which might be, or become, a lien or encumbrance or charge upon the Leased Premises or the Property. If any lien or notice of lien on account of an alleged debt of Tenant or any notice of contract by a party engaged by Tenant or Tenant's contractor to work in the Leased Premises shall be filed against the Leased Premises or the Property Tenant shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, bonded or insured over. In all such cases, Tenant shall indemnify, protect, defend, and hold Landlord harmless from and against all claims, demands, causes of action loss, damage, liability, costs, and expenses (including attorneys' fees and court costs) relating to such liens and attachments.

39. Contingency. Within forty-five (45) days following the Effective Date, Landlord shall deliver to Tenant complete architectural plans (the "Plans") and a preliminary construction budget (the "Preliminary Budget") for Landlord's Work in accordance with the Preliminary Specifications described in Exhibit D attached hereto. Landlord shall have thirty (30) days thereafter to actively bid Landlord's Work based on the Preliminary Plans and finalize the preliminary construction budget (the "Final Budget"). If the Final Budget exceeds the Preliminary Budget, Landlord shall have fifteen (15) days thereafter to (a) mutually agree with Tenant on revisions to the Plans and/or Final Budget to lessen the construction costs, or (b) terminate this Lease ("Landlord's Contingency Deadline"). Landlord's failure to timely deliver notice of termination under this Section 39 on or before Landlord's Contingency Deadline shall be deemed Landlord's approval of the Plans and Final Budget. Provided this Lease is not terminated under this Section 39, the Plans shall be attached hereto as Exhibit D-1 and Final Budget attached hereto as Exhibit D-2. Shall Landlord timely terminate this Lease on or before Landlord's Contingency Deadline, all deposits and other amounts paid by Tenant to Landlord shall be immediately returned to Tenant, including without limitation the Security Deposit, first month's Rent and Tenant's Construction Deposit.

40. Liquor License.

(a) Landlord shall assist Tenant in acquiring, from Landlord, the right to purchase an on-premises Class C liquor license and a Specially Designated Merchant License (collectively the "License") issued by the Michigan Liquor Control Commission ("MLCC"), for use in the operation of the Leased Premises. In furtherance of this purpose, Tenant and Landlord shall execute a Purchase Agreement of even date herewith for the License (the "Purchase Agreement"). The provisions of the Purchase Agreement and this Section shall govern the terms and conditions on which Tenant will hold, operate and dispose of the License.

(b) Tenant shall bear all costs, including attorneys' fees, incurred by itself and/or Landlord in connection with the issuance or acquisition of the License to Tenant. Tenant

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shall bear all costs incurred in connection with any and all renewal and other fees necessary from time to time to preserve the existence and continuity of the License. The term "License", as hereinafter used in this Section, shall be deemed to include the aforesaid Class C and SDM Liquor Licenses and any and all alcoholic beverage licenses and permits attached thereto, including but not limited to any Class C and SDM alcoholic beverage licenses, whether now owned by Tenant, or whether hereafter acquired and/or issued or issued to Tenant by the Michigan Liquor Control Commission ("MLCC") or any other governmental authority, for use at the Leased Premises. Tenant shall be solely responsible for the timely renewal of the License from year to year for the term of this Lease, including the timely payment of any and all renewal and other fees with respect thereto, and shall be fully responsible in providing any necessary licensing and License renewal information to the MLCC and, if requested, to the Landlord.

(c) Tenant shall, at all times, undertake to do all acts and things requisite or appropriate in order to preserve and confirm the existence and continuity of the License in accordance with all applicable statutes, ordinances and regulations including, but not limited to, any requirements and/or rulings issued by the MLCC in administering the statutes enacted by the State of Michigan and the regulations promulgated under said statutes with respect to the License. Tenant agrees to provide the Landlord with notice of any and all matters (including, but not limited to, citations and violations) pertaining to the License or any aspect of its business which could affect the License. If loss of the License occurs or is threatened based upon acts or omissions by, or changes in the status of, Tenant, Tenant shall give written notice thereof to Landlord and immediately take all steps to cure the matters giving rise thereto; provided, however, that if such matters are beyond the control of Tenant to cure and Tenant therefore is about to lose the License, then Tenant shall immediately execute any and all applications and submit all documentation which may be necessary or required by the Landlord, the MLCC and/or the City of Lansing to transfer the License, without the payment of consideration, to Landlord or its designee, subject only to the approval of the MLCC. For purposes of this paragraph, the term "loss of the License" shall mean the permanent revocation of the License or the suspension thereof for a period in excess of thirty (30) days.

(d) Tenant hereby grants to Landlord an exclusive, unconditional, and assignable option ("Option") to acquire all of Tenant's interest in the License in accordance with this subparagraph (d). The Option shall be exercisable by Landlord only in the event of (i) the expiration of this Lease, (ii) an earlier termination of this Lease for any reason whatsoever, (iii) any vacation of the Leased Premises for more than ninety (90) days, (iv) any Event of Default by Tenant, or (v) any attempted assignment, encumbrance or hypothecation of the License or any effort by Tenant to initiate or attempt to transfer its interest in the License to any other party (except an assignment permitted under the terms of the Lease) or location without the prior written consent of the Landlord (which Landlord may withhold in its sole discretion for any reason or for no reason). Landlord shall exercise the Option, if at all, by written notice to Tenant as follows: upon expiration of this Lease, at any time during the ninety (90) day period immediately prior to or during the one hundred eighty (180) day period immediately following the expiration of this Lease; and upon the occurrence of any

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of the events described in items (ii), (iii), (iv) and (v) of this Paragraph (d); at any time until one hundred eighty (180) days after termination of this Lease.

(e)(1) In the event Tenant is not in default under the Lease beyond all applicable notice and cure periods and the initial Term or Extension Term has expired, then Landlord shall pay Tenant Ten Thousand Dollars (\$10,000) as the purchase price for the License (the "License Purchase Price"). Landlord shall pay the full amount of the License Purchase Price in cash or certified funds at the time of closing, along with the payment of transfer fees relating thereto.

(e)(2) Except as provided in Paragraph (e)(1) above, Landlord shall not be required to pay any consideration for the License in addition to the entry into this Lease; provided any transfer fees associated with the exercise of the Option shall be paid by Landlord.

(f) After the exercise of the Option, both parties shall cooperate with each other and the MLCC in every way in order to effectuate, facilitate and expedite the transfer of the License to Landlord. Tenant agrees to turn over possession of the License without impairing any rights to said License. The acquisition of the License shall be consummated at a closing, which shall occur on a date, time and place designated by Landlord, following approval of the transfer of the License by the MLCC. Tenant shall convey the License to Landlord free and clear of all liens under a Bill of Sale acceptable to Landlord. Landlord shall take possession of the License at said closing.

(g) Tenant understands and acknowledges that any breach or attempted breach of any of the covenants contained in this Section, or any act or omission of Tenant which is inconsistent with the terms contained in this Section will result in immediate and irreparable injury to Landlord which will be impossible to quantify in dollars and will therefore not be compensable in damages; accordingly, Tenant hereby grants to Landlord, in addition to and not exclusive of any of the remedies contained herein or at law, the right to invoke the equity powers of a court of competent jurisdiction in order to obtain other relief including, without limitation, injunctive relief or specific performance concerning the covenants and agreements contained in this Section.

(h) In order to perfect the rights of Landlord hereunder, Tenant hereby grants Landlord an exclusive power of attorney, with right of substitution, pursuant to which at any time after the exercise of the Option, Landlord may execute, either in Tenant's name, Landlord's name, or the name of its designee, any and all agreements, applications, license renewal forms, separate powers of attorney, bills of sale, and other instruments of every kind and nature as are not inconsistent with the terms of this Lease and are or may be required by the MLCC for transfer of the License to Landlord or its designee. The foregoing power, being coupled with an interest, is hereby declared by Tenant to be irrevocable and non-executory in nature. In addition, Tenant has executed and hereby irrevocably deposits with Landlord, pending the exercise of the Option and consummation of the transaction to which it relates, a Government Notice form for submission to the MLCC with respect to the License at such time following the exercise of the Option as Landlord deems appropriate.

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(i) In order to further secure the payment and performance of all of Tenant obligations under this Lease, including this Section, Tenant hereby grants to Landlord a first security interest in and to the License, enforceable by the rights and remedies which have been granted to Landlord under this Section and elsewhere in this Lease, and those remedies as are otherwise available to Landlord under applicable law, including but not limited to the Michigan Uniform Commercial Code. Tenant acknowledges that this Lease shall constitute a security agreement for all purposes. Tenant agrees to execute a Uniform Commercial Code financing statement, which may be recorded by Landlord, and which financing statement shall reflect the security interest granted herein. Tenant also agrees to execute any amendments, extensions or renewals of the financing statement if requested by Landlord.

(j) The License will be used in the operation of the restaurant business owned and operated by Tenant at the Leased Premises. Other than to an assignee permitted under the terms of this Lease, Tenant will not, during the term of this Lease, transfer or assign, reclassify, change the use of or otherwise modify the ownership or the beneficial use of the License to any person other than either Landlord, pursuant to the terms of this Section, or another operator approved by Landlord in writing provided that such operator agrees to use the License at the Leased Premises and provided the requirements of the Lease are met. Further, Tenant will not, during the term of this Lease, transfer the License to any other location, will only utilize the License in connection with the business that it will operate at the Leased Premises, and will use its best efforts to prevent the License from being suspended or revoked by the MLCC. In addition, Tenant will comply with all Laws applicable thereto and to the Leased Premises by virtue of the License.

(k) After the Option is exercised and provided this Lease has expired or terminated or Tenant has vacated the Leased Premises or is in default under this Lease beyond the cure period applicable thereto, Tenant agrees to peacefully turn over possession of the Leased Premises without impairing any rights or remedies to which Landlord is otherwise then entitled pursuant to this Lease.

(l) Tenant represents and warrants that its name, as appears in the first paragraph of this Lease is its actual and proper corporate name, and that Tenant is qualified to do business in the State of Michigan. Tenant also represents and warrants that it has not granted any security interests in the License to parties other than Landlord.

(m) Tenant agrees that any breach of any of the promises or agreements which it has made in this Section which is not remedied within fifteen (15) days after written notice of such breach shall be deemed a default under this Lease and will entitle Landlord to exercise all remedies which have been granted to it in this Lease, and at law, including but not limited to Landlord's right, which Tenant hereby grants, to recover from Tenant either as rent under the Lease or otherwise at Landlord's option, all monies expended by Landlord, including without limitation, reasonable attorney's fees, in enforcing this Section and/or acquiring the License from Tenant, whether suit be brought or not, provided,

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however, that attorneys' fees shall not be recoverable by Landlord if Tenant has fully cooperated with Landlord in the exercise of the Option and the transfer of the License.

(n) Landlord and Tenant agree to modify or amend this Section to the extent that the contents hereof are deemed unsatisfactory to the MLCC in any respect; provided, however, that in no event shall either party look to the MLCC to arbitrate or in any way adjudicate any disputes arising between the parties.

(o) Tenant hereby acknowledges that the covenants, agreements and transactions described above are not in the nature of a forfeiture or penalty being imposed upon it, but instead, have been freely and knowingly bargained for in return for actual and adequate consideration, receipt of which is hereby acknowledged. This Section as to both Tenant and Landlord (and to the MLCC) shall be conclusively deemed to constitute an undertaking and agreement by Tenant to convey certain assets (but in no event any liabilities) belonging to Tenant in connection with its business at the Leased Premises to Landlord in return for which Landlord has granted Tenant, among other things, the Lease covering the Leased Premises.

41. *Broker's fee.* Landlord and Tenant represents and warrants that no real estate broker has been involved in the negotiations of this Lease. Therefore, no commission fee shall be paid. Landlord and Tenant each hereby agree to indemnify, defend and hold the other harmless of and from any and all loss, cost, damage or expense (including, without limitation, all counsel fees and disbursements) by reason of any claim of or liability to any real estate broker or real estate sales agent claiming through it and arising out of or in connection with the negotiation or execution and delivery of this Lease. The provisions of this paragraph shall survive the termination of this Lease.

42. *Recording.* Tenant shall not record this Lease or a memorandum thereof without the written consent of Landlord.

43. *Applicable Law.* This Lease shall be construed under the Laws of the State of Michigan. If any provision of this Lease, or its application to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

44. *Successors.* This Lease and the covenants and conditions shall inure to the benefit of and be binding on each party's successors and assigns.

45. *Third-Party Beneficiaries.* This Lease is made solely for the benefit of the parties to this Lease. Nothing contained in this Lease shall be deemed to give any person, partnership, joint venture, corporation, limited liability company, governmental entity, or other entity any right to enforce any of the provisions of this Lease, nor shall any of them be a third-party beneficiary of this Lease.

46. *Confidentiality.* The financial and other information contained in this Lease shall be deemed confidential and proprietary to the Landlord and shall not be disclosed by Tenant to any third party except to its attorneys, accountants, agents, and employees.

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47. *Entire Agreement.* This Lease constitutes the entire agreement of the parties with respect to its subject matter, and it supersedes all prior discussions, negotiations, and communications between the parties. Tenant confirms that it has read all of the terms of this Lease and understands them. Tenant has had the opportunity to seek the assistance of counsel before executing this Lease. If Tenant has chosen not to seek the assistance of counsel before executing this Lease, Tenant understands that this decision shall have no effect on the enforceability of any provisions of this Lease.

48. *Waiver.* One or more waivers of any covenant or condition by the Landlord shall not be construed as a waiver of a further breach of the same covenant, condition or any other covenant attached hereto.

49. *Time of the Essence.* Time is of the essence of all obligations and undertakings by the parties under this Lease.

50. *Enforceability.* If any provision of this Lease shall prove to be illegal, invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and in lieu of each provision of this Lease that is illegal, invalid or unenforceable, there shall be added as a part of this Lease a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and which would be legal, valid and enforceable.

51. *Attorney's Fees.* In the event of any litigation or other action between Tenant and Landlord to enforce any provision of this Lease or otherwise with respect to the subject matter hereof, the unsuccessful party in such litigation or other action shall pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred therein by the successful party.

52. *Liability of Landlord.* If Landlord fails to perform any covenant, term or condition of this Lease upon Landlord's part to be performed, and if as a consequence of such default Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Landlord in the Leased Premises, and the Property of which the Leased Premises are a part, and out of rents or other income from the Leased Premises and the Property thereafter receivable by Landlord, or out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord's right, title and interest in the Leased Premises and the Property, and Landlord shall not be liable for any deficiency.

53. *Accord and Satisfaction.* No payment by Tenant or receipt by Landlord of a lesser amount than the Rent or other charges provided for in this Lease shall be deemed to be other than on account of such Rent or other such charge, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent or other charge be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or other charges or pursue any other remedy in this Lease provided.

54. *Waiver of Jury Trial and Counterclaim.* The parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the

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relationship of Landlord and Tenant, Tenant's use or occupancy of the Leased Premises and/or any claim of injury or damage.

55. *Personal Guaranty.* To induce Landlord to enter into this Lease with Tenant, and as a condition of this Lease, this Lease shall be personally guaranteed by **Matt Buskard** in the form and content of the document attached as **Exhibit B**.

56. *Amendment.* No provisions of this Lease shall be amended unless a written amendment is signed by both parties.

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Landlord and Tenant have executed this Lease on the date listed on the first page.

LANDLORD:

637 E. Michigan, LLC
a Michigan limited liability company

By: **Gillespie Group Manager, Inc.**
Its: Manager

By: _____
Patrick K. Gillespie
Its: President

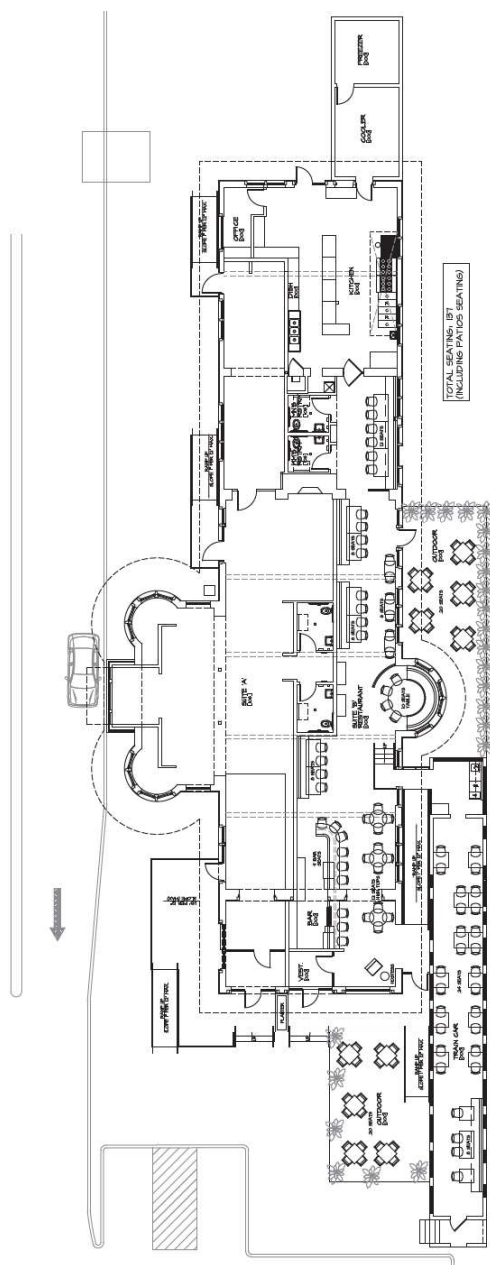
TENANT:

Bonnie's Lansing, LLC,
a Michigan limited liability company

By: _____
DocuSigned by:
[Redacted Signature]
75C53DCEAB2C443
Matthew Buskard
Its: President

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EXHIBIT A Leased Premises



The layout of the Leased Premises are subject to change with mutual acceptance from both Landlord and Tenant.

This architectural site plan illustrates the layout of the University of Michigan Medical Center. The central feature is a large, complex building with multiple wings and courtyards. Key areas within the building include the 'ENTRANCE' and 'RECEPTION' areas, a 'PARKING LOT' with numerous spaces, and a 'BUS STOP'. The plan also shows 'PARKING SPACES' and 'BUS STOP' locations. Surrounding the building are streets: 'PETTE MARQUETTE DRIVE' to the north and 'E MICHIGAN AVE' to the south. The plan includes various symbols for landscaping, such as trees and shrubs, and a scale bar indicating distances in feet (0, 100, 200). The overall design is a detailed technical drawing typical of mid-20th-century architectural plans.

EXHIBIT B**LEASE GUARANTY**

The undersigned, Matthew Buskard, whose residence address is 24650 Westhampton Street, Oak Park, MI 48237, herein called the “Guarantor,” in consideration of the leasing to Tenant of the Leased Premises described in the attached lease, dated the ____ day of August, 2022, between 637 E. Michigan, LLC, a Michigan limited liability company, as Landlord, and Bonnie’s Lansing, LLC, a Michigan limited liability company, as Tenant (the “Lease”), and as inducement for the Landlord to enter into the Lease, do hereby covenant and agree as follows:

A. The undersigned does hereby guarantee to the Landlord the full, faithful and timely payment by Tenant of all rents and the other payments required under the Lease, and performance by Tenant of all covenants and other obligations of Tenant under or pursuant to the Lease. If Tenant shall default at any time in the payment of any rent or any other sums, costs or charges whatsoever, or in the performance of any of the other covenants and obligations of Tenant, under or pursuant to the Lease, then the undersigned, at its expense, shall on demand of Landlord fully and promptly, and well and truly, pay all rent, sums, costs and charges to be paid by Tenant to the Landlord, and perform all the other covenants and obligations to be performed by Tenant, under or pursuant to the Lease, and in addition shall on Landlord’s demand pay to Landlord any and all sums due to Landlord, including (without limitation) all interest on past due obligations of Tenant, costs advanced by Landlord, and damages and all expenses (including reasonable attorneys’ fees and litigation costs), that may arise in consequence of Tenant’s default. The undersigned hereby waive all requirements of notice of the acceptance of this Guaranty. and all requirements of notice of breach or nonperformance by Tenant.

B. The obligations of the undersigned hereunder are independent of the obligations of Tenant. A separate action or actions may, at Landlord’s option, be brought and prosecuted against the undersigned, whether or not any action is first or subsequently brought against Tenant, or whether or not Tenant is joined in any such action, and the undersigned may be joined in any action or proceeding commenced by Landlord against Tenant arising out of, in connection with or based upon the Lease. The undersigned waives any right to require Landlord to proceed against Tenant or pursue any other remedy in Landlord’s power whatsoever, any right to complain of delay in the enforcement of Landlord’s rights under the Lease, and any demand by Landlord and/or prior action by Landlord of any nature whatsoever against Tenant, or otherwise.

C. This Guaranty shall remain and continue in full force and effect until all obligations of the Tenant have been duly fulfilled and paid, and shall not be discharged in whole or in part notwithstanding (whether prior or subsequent to the execution hereof) any alteration, renewal, extension, modification, amendment or assignment of, or subletting, concession, franchising, licensing or permitting under, the Lease. The undersigned hereby

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waives notices of any of the foregoing, and agrees that the liability of the undersigned hereunder shall be based upon the obligations of Tenant set forth in the Lease as the same may be altered, renewed, extended, modified, amended or assigned. For the purpose of this Guaranty and the obligations and liabilities of the undersigned hereunder, "Tenant" shall be deemed to include any and all concessionaires, licensees, franchisees, department operators, assignees, subtenants, permittees, or others directly or indirectly operating or conducting a business in or from the Leased Premises, as fully as if any of the same were the named Tenant under the Lease.

D. The undersigned's obligations hereunder shall remain fully binding although Landlord may have waived one or more defaults by Tenant, released, returned or misapplied other collateral at any time given as security for Tenant's obligations (including other guaranties) and/or released Tenant from the performance of its obligations under the Lease.

E. The liability of Guarantor hereunder shall in no way be affected by (a) the release or discharge of Tenant in any creditors', receivership, bankruptcy or other proceedings, (b) the impairment, limitation or modification of the liability of the Tenant or the estate of the Tenant in bankruptcy, or of any remedy for the enforcement of Tenant's said liability under the Lease, resulting from the operation of any present or future provision of the National Bankruptcy Act or other statute or from the decision in any court; (c) the rejection or disaffirmance of the Lease in any such proceedings; (d) the assignment or transfer of the Lease by Tenant; (e) any disability or other defense of Tenant, or (f) the cessation from any cause whatsoever of the liability of Tenant.

F. Until all the covenants and conditions in this Lease on Tenant's part to be performed and observed are fully performed and observed, Guarantor; (a) shall have no right of subrogation against Tenant by reason of any payments or acts of performance by the Guarantor, in compliance with the obligations of the Guarantor hereunder, (b) waives any right to enforce any remedy which Guarantor now or hereafter shall have against Tenant by reason of any one or more payments or acts of performance in compliance with the obligations of Guarantor hereunder; and (c) subordinates any liability or indebtedness of Tenant now or hereafter held by Guarantor to the obligations of Tenant to the Landlord under the Lease.

G. This Guaranty shall apply to the Lease, any extension or renewal thereof and to any holdover term following the term hereby granted or any extension or renewal thereof.

H. The obligations of the undersigned shall be joint and several, and the release of one of the undersigned guarantors shall not release the other of the undersigned guarantors.

I. This Guaranty shall be applicable to and binding upon the heirs, executors, administrators, representatives, successors and assigns of Landlord, Tenant and the undersigned. Landlord may, without notice, assign this Guaranty in whole or in part.

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J. In the event that Landlord should institute any suit against the undersigned for violation of or to enforce any of the covenants or conditions of this Guaranty or to enforce any right of Landlord hereunder, or should the undersigned institute any suit against Landlord arising out of or in connection with this Guaranty, or should either party institute a suit against the other for a declaration of rights hereunder, or should either party intervene in any suit in which the other is a party to enforce or protect its interest or rights hereunder, the prevailing party in any such suit shall be entitled to the fees of its attorney(s) in the reasonable amount thereof, to be determined by the court and taxed as a part of the costs therein.

K. The execution of this Guaranty prior to execution of the Lease shall not invalidate this Guaranty or lessen the obligations of the undersigned.

L. This instrument may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by Guarantor and the Landlord.

IN WITNESS WHEREOF, the undersigned have executed this Guaranty this ____ day of August, 2022.

GUARANTOR:

DocuSigned by:

[Redacted Signature]

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EXHIBIT C

COMMENCEMENT DATE CERTIFICATE

Date

Attn: Name
Company Name
Address
City, State, Zip

Re: _____, _____, Michigan
_____ Lease

Dear _____:

Please confirm the following list of dates pursuant to the Lease by and between
_____ Partners, LLC and _____
for the above referenced location:

Commencement Date: ____/____/____
Rent Commencement Date: ____/____/____
Expiration Date of Initial Term: ____/____/____

Option 1 Commencement and Expiration Date if exercised ____/____/____ -
____/____/____

Option 2 Commencement and Expiration Date if exercised ____/____/____ - ____/____/____

Please have both copies of this letter signed and dated by Landlord and return one (1) of the originals in the envelope provided. If you have any questions regarding the above information, please contact Name at (phone number).

Agreed to this _____ day of _____ 20____, by and between:

Landlord:

Tenant

By: _____
Its: _____

By: _____
Its: _____

EXHIBIT D LANDLORD'S WORK

Main Space

- Walls as show on Exhibit A plan, drywall, or existing plaster, whatever the case may be, primed and ready for paint. FRP installed on wet walls or around cooking areas of kitchen.
- **Doors/Opening:**
 - All doors installed per plan, including:
 - Main entry/vestibule -storefront system
 - Rear door – Hollow metal core door and frame, primed ready for paint
 - Restroom doors
 - Kitchen swing door
 - Door to patio area on East Side of building
- **Flooring:**
 - Washable tile or epoxy coated concrete in kitchen area
 - LVT through main dining area (see additional details on flooring for train car, noted below)
- **Restrooms:**
 - 2 restrooms per code, including;
 - Drywall
 - Flooring (LVT on floor)
 - Wet walls (subway tile or equivalent)
 - Sinks
 - Toilets
 - Bath partitions (if multi stall restrooms),
 - Toilet paper dispensers, paper towel dispensers
 - Grab bars
 - Exhaust fans
- **Ceilings:**
 - 2X2 lay in grid ceiling in restrooms with 2X2 LED lay in lighting per code/ashrae
 - Kitchen area – 2X2 washable tile grid system, with 2X2 LED lay in lighting, per code/ashrae
 - Dining area: Open cathedral ceiling as in dark wood (as is current color) with exposed spiral duct work and pendent fixtures. Lighting allowance to be provided by Landlord so Tenant can choose fixtures
- **Mechanical:**
 - Full Heating and Cooling system capable for properly heating and cooling the space including make up air for kitchen
 - Concealed sheet metal duct work above ceiling in kitchen

EXECUTION COPY

- Exposed spiral duct in cathedral ceiling areas
- Return ducts as needed throughout
- Fire suppression is not required by code, so will not be installed
- 12 foot engineered hood system with main exhaust and required Ansel system integrated
- **Electrical:**
 - 600 AMP electrical service, separately metered to tenant space
 - Main sub panel to be located in kitchen area
 - Distribution and hook up to all Tenant's supplied kitchen equipment and supplied cooler/freezers (to be coordinated in advance to final drawings being produced)
 - Distribution for all lighting, electrical outlets and other FF&E that requires power (to be coordinated in advance prior to final drawings being produced)
 - Distribution to mechanical systems including kitchen hood, ERV and HVAC units.
 - Low voltage wiring throughout space per Tenant requirements
- **Plumbing:**
 - All sanitary plumbing stubbed as required for tenant's kitchen lay out, including floor sinks, floor drains and grease trap (location of grease trap to be determined with local plumbing inspector/plan reviewer)
 - Bathrooms plumbed per code and fixtures per code
 - Water heater designed to meet tenant demand (typical 60-80 gallon gas fired water heater)
 - Water distribution to bar area, bathrooms and kitchen as required
 - Floor sinks at bar area

Exterior/ Train Car

- **Train Car:**
 - Flooring throughout train car (Luxury Vinyl Tile LVT)
 - Plumbing stubs to mutually agreeable location for tenant's server station
 - HVAC system adequate to heat and cool train car based on allowable capacity
 - Train car to be as-is with the above excepted
- **Patio:**
 - To be discussed between landlord and tenant of how we design patio on east side of building
 - Existing patio complete and open for tenants use adjacent to train car, south of main entry
- **Site:**
 - Being a recent renovated property by landlord, Landlord has installed a new parking lot, curb and gutter, and landscaping which tenant will have use of.

EXECUTION COPY

EXHIBIT D-1
PLANS

To be inserted upon completion.

EXECUTION COPY

EXHIBIT D-2
APPROVED BUDGET

To be inserted upon completion.

Fifarek 8.22.22

EXHIBIT E
WORK LETTER

1. This Work Letter sets forth the obligations of Landlord and Tenant with respect to the preparation of the Leased Premises as described in the Commercial Lease Agreement (Retail) between 637 E. Michigan, LLC as Landlord, and Bonnie's Lansing, LLC as Tenant, dated August __, 2022 ("Lease Agreement") for Tenant's occupancy of the Leased Premises.

2. All capitalized terms in this Work Letter, unless specifically defined in this Work Letter, shall have the meanings ascribed in the Lease Agreement. In the event of any conflict between this Work Letter and the Lease Agreement, the Lease Agreement shall control.

3. Landlord shall provide all labor and materials necessary for Landlord's Work as set forth in the Plans attached to the Lease Agreement as Exhibit D-1, according to the Approved Budget attached to the Lease Agreement as Exhibit D-2, subject to all terms of the Lease Agreement and all "Change Orders," as set forth herein.

4. *Reserved.*

5. Within 30 days after the Effective Date of the Lease Agreement, Tenant has or will deposit with Landlord the Construction Deposit to use to construct Landlord's Work.

6. After commencement of Landlord's Work, all contractors hired by or on behalf of Landlord or Landlord's agent shall invoice the Landlord for all work performed and materials purchased for Landlord's Work no more than once each month. Landlord shall provide a monthly package to Tenant with copies of all the contractor's invoices. Landlord shall timely pay all contractors the sum of the respective invoice for each contractor pursuant to the terms of the contractor's agreement.

7. Immediately following approval of the Plans, the Approved Budget and the payment by Tenant of the Deposit required hereunder, Landlord shall cause Landlord's Work to be commenced and thereafter constructed in accordance with the approved Plans and Approved Budget, subject only to the terms of the Lease Agreement and approved Change Orders. Landlord's Work shall be diligently pursued to completion, subject to the terms of the Lease Agreement and Tenant Delay, in a good and workmanlike manner, and shall be free of liens on completion.

8. If Tenant shall request any changes to Landlord's Work, which changes are approved by Landlord, Landlord shall notify Tenant in writing of the estimated increased cost and time for completion, if any, which will be chargeable to Tenant because of such changes via a written change order ("Change Order"). Tenant shall, within three (3) business days after receiving a Change Order, execute and return the Change Order to Landlord or notify Landlord in writing that it does not desire to proceed with such changes. In the absence of such written notice, Landlord shall continue work on the Leased Premises

disregarding the requested changes until it receives the Change Order or notice of Tenant's decision not to proceed with the changes, in which event Tenant shall be responsible for any delay in completion of Landlord's Work resulting therefrom and each such day shall be deemed a day of Tenant Delay. As used herein, "Tenant Delay" shall mean any delay in Landlord's Work caused by Tenant, including (without limitation), Tenant's delay in making any selection or approving any change to Landlord's Work, failure to timely pay any sum for any of Landlord's Work required to be paid by Tenant, or interference by Tenant with the construction of the Landlord's Work.

9. If a Change Order increases the Approved Budget, Tenant shall pay to Landlord the amount of the increase reflected in the Change Order with the execution and delivery of the Change Order to Landlord.

10. Landlord shall notify Tenant at least thirty (30) days in advance of Substantial Completion of Landlord's Work. "Substantial Completion" is defined as the date of issuance of a Temporary Certificate of Occupancy for the Leased Premises and certification of completion by the project architect. Within thirty (30) days after Tenant receives written notice of Substantial Completion, Tenant shall provide Landlord with a written list of any defective or incomplete work (the "Punchlist Items"). In the event Tenant has not provided such written list within that thirty (30) calendar day period, Tenant shall be deemed to have (i) waived any claim or defective or incomplete work, subject only to ordinary and customary punchlist items, and (ii) accepted Landlord's Work in its "AS IS" condition, without any representation or warranty or covenant of any nature, express or implied, of Landlord or General Contractor, except as expressly stated in the Lease Agreement or General Contractor Agreement. Landlord, at its sole cost and expense, shall promptly remedy the Punchlist Items, as identified by Tenant within thirty (30) days from the date such list of Punchlist Items is prepared. Landlord shall provide a one-year warranty as to Landlord's Work with respect to workmanship or any defects in material, provided that Tenant notifies Landlord of any such defect within one (1) year of the Delivery Date.

11. Upon Substantial Completion of Landlord's Work, Tenant shall promptly perform any and all work, including without limitation, the installation of Tenant's trade fixtures, furniture and equipment and other work not part of Landlord's Work but required to conduct Tenant's business in the Leased Premises ("Tenant's Work"), in accordance with the requirements of the Lease Agreement.

From: scanner@anafirm.com
To: [Kayla Kieleszewski](#)
Subject: Transmission Result : OK Fax Message NO.0760
Date: Wednesday, May 3, 2023 12:13:33 PM
Attachments: [20230503122159071.tif](#)

This E-mail was sent from "RNP5838796D63CE" (IM C4500).

Queries to: scanner@anafirm.com

***** Communication Result Report(2023. 5. 3 12:21) *****

Sender:

Time : 2023/ 5/ 3 11:27

[Dest.] G3 :5172848557
[Sent Page/Total Page] 72/ 72 [Result] OK

Reason for error

- E.1) Hang up or line fail
- E.2) Busy
- E.3) No answer
- E.4) No facsimile connection
- E.5) Exceeded max. E-mail size
- E.6) Destination does not support IP-Fax

This email has been scanned by Trend Micro Hosted Email Security
For more information, visit <https://n2mtech.com/desktop-security---backup>

Resolution #2023-###

By the Committee on Public Safety
Resolved by the City Council of the City of Lansing

WHEREAS, the Code Enforcement Office has determined that the building located at 1616 GLENROSE AVE., Parcel # 33-01-01-08-201-111 legally described as LOT 2 GREENWOOD SUB., City of Lansing is unsafe and dangerous as defined in Section 108.1 of the Lansing Housing Code and the applicable housing laws of Michigan; and

WHEREAS, the building at 1616 GLENROSE AVE. was red tagged on 1/30/2017; and

WHEREAS, a hearing was held by the Demolition Board on MAY 25, 2023 at which the hearing officers determined that the building was unsafe and dangerous and ordered the building demolished or made safe by JUNE 22, 2023; and

WHEREAS, said hearing officers filed a report of their findings and order with the City Council and requested the City Council take appropriate action under the Lansing Housing Code and the applicable housing laws of Michigan; and

WHEREAS, the applicable housing laws of Michigan and the Lansing Housing 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; and

WHEREAS, the City Council held a show cause hearing on _____, to review the findings and the order of the hearing officers; and

WHEREAS, the property owner was notified in writing of said hearing and had an opportunity to appear and show cause as to why the building should not be demolished or otherwise made safe; and

WHEREAS, the Code Enforcement Office has determined that compliance with the order of the Demolition Board has not occurred; and

NOW, THEREFORE, BE IT RESOLVED that the owner(s) of 1616 GLENROSE AVE. are hereby directed to comply with the order of the hearing officers to demolish or otherwise make safe the building at 1616 GLENROSE AVE. within _____ days from the date of approval of this resolution,

BE IT FURTHER RESOLVED that the property owner is hereby notified that this order may be appealed within twenty (20) calendar days from the date of approval of this resolution pursuant to MCL 125.542 and should the owner fail to comply with the order to demolish or make safe the building at GLENROSE AVE., the Code Enforcement Office is hereby directed to proceed with demolition of the building.

BE IT FURTHER RESOLVED that whether demolition is accomplished by the property

owner or the City, the property shall be seeded or sodded to create a lawn and avoid soil erosion.

BE IT FURTHER RESOLVED that the owner in whose name the property appears on the last local tax assessment record shall be notified by the City Assessor's Office of the amount owed to the City for the demolition by first class mail at the address shown on the most recent assessment records.

BE IT FINALLY RESOLVED that should the owner fail to pay the total amount owing within thirty (30) calendar days from the date that the notice was mailed by the City Assessor's office, the costs incurred by the City shall be a lien on the property and shall be recovered in the same manner for which tax liens are collected under the general property tax laws of the State of Michigan and the City of Lansing.

CITY OF LANSING DEMOLITION HEARING BOARD	ORDER TO MAKE SAFE, DEMOLISH OR MAINTAIN BUILDING OR STRUCTURE	FILE NO. D2023-014
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Matter of the building/structure at 1616 GLENROSE AVE. which is a ☒ dwelling ☐ garage ☐ other

1. Date of hearing: May 25, 2023 Hearing Officers: DAVE MUYLLE, JOSEPH VITALE

2. WALTER ALLEN, Code Compliance INTERIM MANAGER of the City of Lansing, has

filed a copy of a notice that the subject building/structure is dangerous. The copy of the notice is attached.

THE HEARING OFFICER FINDS THAT:

3. Notice of this hearing was properly served on the
☐ rental registration owner(s)
☒ Owner's or party in interest on City tax assessment record
4. The building/structure ☒ is ☐ is not a dangerous building as defined in MCL 125.539, specifically (see attached)
5. ☒ The building/structure has remained unoccupied for 180 consecutive days or more and is not listed for sale, lease or rent with a licensed real estate broker.
6. ☐ The building/structure has been substantially destroyed by ☒ fire ☐ wind ☐ flood
☐ other:
7. The state equalized value of the building/structure is \$20,274.00
8. The cost to repair the building or structure to make it safe is \$41,635.44
9. The real estate is described as follows:

Parcel Number: 33 01 01 08 201 111

LOT 2 GREENWOOD SUB, City of Lansing

IT IS ORDERED THAT:

10. ☐ The matter is closed.

☒ The building/structure shall be made safe or demolished on or before June 22, 2023

☐ The case be tabled until _____.

☐ The building or structure shall be demolished on or before _____ if not made safe as ordered herein.

☐ (If finding #5 is made) The exterior of the building shall be maintained, including

☐ lawns, trees and shrubs ☐ paint on structure ☐ other _____ on or before _____.

5/25/23
Date


Hearing Officer

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

ADDRESS:	1616 GLENROSE AVE.
PARCEL NUMBER:	33 01 01 08 201 111

SHOW CAUSE HEARING DATE:	
DEMOLITION CASE FILE #:	D2023-014

LISTED TAXPAYER:	CLARENCE HASSEL
INTERESTED PARTIES:	CLARENCE HASSEL
SEV INFORMATION:	\$26,300.00
LAND VALUE:	\$6,515.00
BUILDING VALUE:	\$46,176.00
LOT SIZE:	48 X 85.300

HOUSING CODE VIOLATION LTR:	2/25/2022
ORIGINAL RED TAG DATE:	1/30/2017
ZONING:	"A" RESIDENTIAL
ESTIMATE OF REPAIRS:	\$41,635.44
PICTURES:	YES
OTHER:	

LEGAL DESCRIPTION:	LOT 2 GREENWOOD SUB
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ORDER OF DEMOLITION BOARD

DEMOLITION BOARD MEETING DATE:	MAY 25,2023
ORDER:	MAKE SAFE OR DEMOLISH 30 DAYS
REASON/CONDITIONS:	FIRE DAMAGED
HEARING OFFICER:	JOSEPH VITALE

CURRENT PERMIT ACTIVITY

BUILDING:	na
ELECTRICAL:	na
MECHANICAL:	na
PLUMBING:	na
DEMOLITION:	na

CURRENT CITY COUNCIL ACTIVITY

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

Resolution #2023-###

By the Committee on Public Safety
Resolved by the City Council of the City of Lansing

WHEREAS, the City of Lansing Code Enforcement Division has declared the building at 1616 GLENROSE AVE., Parcel # 33-01-01-08-201-111, legally described as: LOT 2 GREENWOOD SUB, to be unsafe and dangerous as defined in Section 108.1 of the Lansing Housing Code and the applicable laws of the State of Michigan and thus, ordered the building to be red tagged on JANUARY 17, 2017 as unsafe to occupy; and

WHEREAS, the Lansing Demolition Board, at its meeting held on May 15, 2023 declared the building to be unsafe and dangerous as defined in the Lansing Housing Code (1460.09) and the applicable laws of the State of Michigan (MCLA 125.539) and ordered the property to be made safe or demolished by JUNE 22, 2023; and

WHEREAS, the Code Enforcement Division has determined that compliance with the order of the Demolition Board has not occurred; and

WHEREAS, the Lansing Housing Code and the applicable laws of the State of Michigan require that the City hold a hearing to give the property owner an opportunity to show cause as to why the building should not be demolished or otherwise made safe;

NOW THEREFORE, BE IT RESOLVED that a show cause hearing will be held during the City Council meeting on Monday, <<FutureHearingDate>> at 7:00 p.m. in consideration of issuing an order requiring the building at 1616 GLENROSE AVE. to be made safe or demolished within a specific period of time.

BE IT FINALLY RESOLVED that the Lansing City Council directs the Code Enforcement Division to notify the owner of 1616 GLENROSE AVE. of the opportunity to appear and present testimony at the hearing.

Resolution #2023-###

By the Committee on Public Safety
Resolved by the City Council of the City of Lansing

WHEREAS, the Code Enforcement Office has determined that the building located at 5016 CONNERS AVE., Parcel # 33-01-01-31-351-161 legally described as LOT 664 CHURCHILL DOWNS NO 3 SUB., City of Lansing is unsafe and dangerous as defined in Section 108.1 of the Lansing Housing Code and the applicable housing laws of Michigan; and

WHEREAS, the building at 5016 CONNERS AVE. was red tagged on 12/22/2019; and

WHEREAS, a hearing was held by the Demolition Board on APRIL 27, 2023 at which the hearing officers determined that the building was unsafe and dangerous and ordered the building demolished or made safe by JUNE 25, 2023; and

WHEREAS, said hearing officers filed a report of their findings and order with the City Council and requested the City Council take appropriate action under the Lansing Housing Code and the applicable housing laws of Michigan; and

WHEREAS, the applicable housing laws of Michigan and the Lansing Housing 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; and

WHEREAS, the City Council held a show cause hearing on _____, to review the findings and the order of the hearing officers; and

WHEREAS, the property owner was notified in writing of said hearing and had an opportunity to appear and show cause as to why the building should not be demolished or otherwise made safe; and

WHEREAS, the Code Enforcement Office has determined that compliance with the order of the Demolition Board has not occurred; and

NOW, THEREFORE, BE IT RESOLVED that the owner(s) of 5016 CONNERS AVE. are hereby directed to comply with the order of the hearing officers to demolish or otherwise make safe the building at 5016 CONNERS AVE. within _____ days from the date of approval of this resolution,

BE IT FURTHER RESOLVED that the property owner is hereby notified that this order may be appealed within twenty (20) calendar days from the date of approval of this resolution pursuant to MCL 125.542 and should the owner fail to comply with the order to demolish or make safe the building at 5016 CONNERS AVE., the Code Enforcement Office is hereby directed to proceed with demolition of the building.

BE IT FURTHER RESOLVED that whether demolition is accomplished by the property owner or the City, the property shall be seeded or sodded to create a lawn and avoid soil erosion.

BE IT FURTHER RESOLVED that the owner in whose name the property appears on the last local tax assessment record shall be notified by the City Assessor's Office of the amount owed to the City for the demolition by first class mail at the address shown on the most recent assessment records.

BE IT FINALLY RESOLVED that should the owner fail to pay the total amount owing within thirty (30) calendar days from the date that the notice was mailed by the City Assessor's office, the costs incurred by the City shall be a lien on the property and shall be recovered in the same manner for which tax liens are collected under the general property tax laws of the State of Michigan and the City of Lansing.

CITY OF LANSING DEMOLITION HEARING BOARD	ORDER TO MAKE SAFE, DEMOLISH OR MAINTAIN BUILDING OR STRUCTURE	FILE NO. 2021-D010
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Matter of the building/structure at 5016 CONNERS AVE., which is a ☒ dwelling ☐ garage ☐ other

1. Date of hearing: April 27, 2023 Hearing Officers: DAVE MUYLLE, JOSEPH VITALE
2. Scott Sanford, Code Compliance MANAGER of the City of Lansing, has filed a copy of a notice that the subject building/structure is dangerous. The copy of the notice is attached.

THE HEARING OFFICER FINDS THAT:

3. Notice of this hearing was properly served on the
☐ rental registration owner(s)
☒ Owner's or party in interest on City tax assessment record
4. The building/structure ☒ is ☐ is not a dangerous building as defined in MCL 125.539, specifically (see attached)
5. ☒ The building/structure has remained unoccupied for 180 consecutive days or more and is not listed for sale, lease or rent with a licensed real estate broker.
6. ☐ The building/structure has been substantially destroyed by ☒ fire ☐ wind ☐ flood
☐ other:
7. The state equalized value of the building/structure is \$58,900.00
8. The cost to repair the building or structure to make it safe is \$100,303.00
9. The real estate is described as follows:

Parcel Number: 33 01 01 31 351 161

LOT 664 CHURCHILL DOWNS NO 3 SUB, City of Lansing

IT IS ORDERED THAT:

10. ☐ The matter is closed.
☒ The building/structure shall be made safe or demolished on or before June 25, 2023
☐ The case be tabled until _____.
☐ The building or structure shall be demolished on or before _____ if not made safe as ordered herein.
☐ (If finding #5 is made) The exterior of the building shall be maintained, including
☐ lawns, trees and shrubs ☐ paint on structure ☐ other _____ on or before _____.

Date

David L. Muelle
Hearing Officer

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

ADDRESS:	5016 CONNERS AVE.
PARCEL NUMBER:	33 01 01 31 351 161

SHOW CAUSE HEARING DATE:	
DEMOLITION CASE FILE #:	2021-D010

LISTED TAXPAYER:	FORD-ANTHONY SONYA & FORD RONNIE
INTERESTED PARTIES:	FORD-ANTHONY SONYA & FORD RONNIE
SEV INFORMATION:	\$58,900.00
LAND VALUE:	\$18,921.00
BUILDING VALUE:	\$98,943.00
LOT SIZE:	75.00 X 99.00

HOUSING CODE VIOLATION LTR:	12/29/2019
ORIGINAL RED TAG DATE:	12/22/2019
ZONING:	"A" RESIDENTIAL
ESTIMATE OF REPAIRS:	\$100,303.00
PICTURES:	YES
OTHER:	

LEGAL DESCRIPTION:	LOT 664 CHURCHILL DOWNS NO 3 SUB
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ORDER OF DEMOLITION BOARD

DEMOLITION BOARD MEETING DATE:	4/27/2023
ORDER:	MAKE SAFE OR DEMOLISH JUNE 25,2023
REASON/CONDITIONS:	FIRE DAMAGED
HEARING OFFICER:	DAVE MUYLLE

CURRENT CITY COUNCIL ACTIVITY

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

CURRENT PERMIT ACTIVITY

BUILDING:	na
ELECTRICAL:	na
MECHANICAL:	na
PLUMBING:	na
DEMOLITION:	na

Resolution #2023-###

By the Committee on Public Safety
Resolved by the City Council of the City of Lansing

WHEREAS, the City of Lansing Code Enforcement Division has declared the building at 5016 CONNERS AVE., Parcel # 33-01-01-31-351-161, legally described as: LOT 664 CHURCHILL DOWNS NO 3 SUB, to be unsafe and dangerous as defined in Section 108.1 of the Lansing Housing Code and the applicable laws of the State of Michigan and thus, ordered the building to be red tagged on December 22, 2019 as unsafe to occupy; and

WHEREAS, the Lansing Demolition Board, at its meeting held on APRIL 27, 2023 declared the building to be unsafe and dangerous as defined in the Lansing Housing Code (1460.09) and the applicable laws of the State of Michigan (MCLA 125.539) and ordered the property to be made safe or demolished by June 25, 2023; and

WHEREAS, the Code Enforcement Division has determined that compliance with the order of the Demolition Board has not occurred; and

WHEREAS, the Lansing Housing Code and the applicable laws of the State of Michigan require that the City hold a hearing to give the property owner an opportunity to show cause as to why the building should not be demolished or otherwise made safe;

NOW THEREFORE, BE IT RESOLVED that a show cause hearing will be held during the City Council meeting on Monday, <<FutureHearingDate>> at 7:00 p.m. in consideration of issuing an order requiring the building at 5016 CONNERS AVE. to be made safe or demolished within a specific period of time.

BE IT FINALLY RESOLVED that the Lansing City Council directs the Code Enforcement Division to notify the owner of 5016 CONNERS AVE. of the opportunity to appear and present testimony at the hearing.

Resolution #2023-###

By the Committee on Public Safety
Resolved by the City Council of the City of Lansing

WHEREAS, the Code Enforcement Office has determined that the building located at 3301 TURNER ST., Parcel # 33-01-01-04-105-151 legally described as LOT 84 FAIRFIELD GARDENS SUB., City of Lansing is unsafe and dangerous as defined in Section 108.1 of the Lansing Housing Code and the applicable housing laws of Michigan; and

WHEREAS, the building at 3301 TURNER ST. was red tagged on 1/18/2017; and

WHEREAS, a hearing was held by the Demolition Board on MAY 25, 2023 at which the hearing officers determined that the building was unsafe and dangerous and ordered the building demolished or made safe by JUNE 25, 2023; and

WHEREAS, said hearing officers filed a report of their findings and order with the City Council and requested the City Council take appropriate action under the Lansing Housing Code and the applicable housing laws of Michigan; and

WHEREAS, the applicable housing laws of Michigan and the Lansing Housing 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; and

WHEREAS, the City Council held a show cause hearing on _____, to review the findings and the order of the hearing officers; and

WHEREAS, the property owner was notified in writing of said hearing and had an opportunity to appear and show cause as to why the building should not be demolished or otherwise made safe; and

WHEREAS, the Code Enforcement Office has determined that compliance with the order of the Demolition Board has not occurred; and

NOW, THEREFORE, BE IT RESOLVED that the owner(s) of 3301 TURNER ST. are hereby directed to comply with the order of the hearing officers to demolish or otherwise make safe the building at 3301 TURNER ST. within _____ days from the date of approval of this resolution,

BE IT FURTHER RESOLVED that the property owner is hereby notified that this order may be appealed within twenty (20) calendar days from the date of approval of this resolution pursuant to MCL 125.542 and should the owner fail to comply with the order to demolish or make safe the building at GLENROSE AVE., the Code Enforcement Office is hereby directed to proceed with demolition of the building.

BE IT FURTHER RESOLVED that whether demolition is accomplished by the property owner or the City, the property shall be seeded or sodded to create a lawn and avoid soil erosion.

BE IT FURTHER RESOLVED that the owner in whose name the property appears on the last local tax assessment record shall be notified by the City Assessor's Office of the amount owed to the City for the demolition by first class mail at the address shown on the most recent assessment records.

BE IT FINALY RESOLVED that should the owner fail to pay the total amount owing within thirty (30) calendar days from the date that the notice was mailed by the City Assessor's office, the costs incurred by the City shall be a lien on the property and shall be recovered in the same manner for which tax liens are collected under the general property tax laws of the State of Michigan and the City of Lansing.

CITY OF LANSING DEMOLITION HEARING BOARD	ORDER TO MAKE SAFE, DEMOLISH OR MAINTAIN BUILDING OR STRUCTURE	FILE NO. D2023-010
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Matter of the building/structure at 3301 TURNER ST. which is a ☒ dwelling ☐ garage ☐ other

1. Date of hearing: MAY 25, 2023 Hearing Officers: DAVE MUYLLE, JOSEPH VITALE
2. WALTER ALLEN, Code Compliance INTERIM MANAGER of the City of Lansing, has filed a copy of a notice that the subject building/structure is dangerous. The copy of the notice is attached.

THE HEARING OFFICER FINDS THAT:

3. Notice of this hearing was properly served on the
☐ rental registration owner(s)
☒ Owner's or party in interest on City tax assessment record
4. The building/structure ☒ is ☐ is not a dangerous building as defined in MCL 125.539, specifically (see attached)
5. ☒ The building/structure has remained unoccupied for 180 consecutive days or more and is not listed for sale, lease or rent with a licensed real estate broker.
6. ☐ The building/structure has been substantially destroyed by ☒ fire ☐ wind ☐ flood
☐ other:
7. The state equalized value of the building/structure is \$30,356.00
8. The cost to repair the building or structure to make it safe is \$104,088.60
9. The real estate is described as follows:

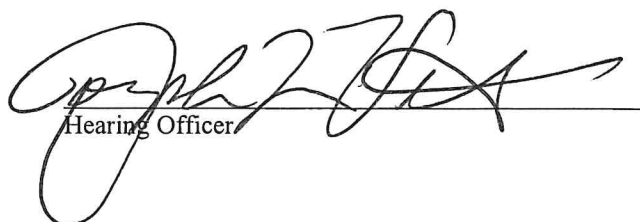
Parcel Number: 33 01 01 04 105 151

LOT 84 FAIRFIELD GARDENS SUB, City of Lansing

IT IS ORDERED THAT:

10. ☐ The matter is closed.
☒ The building/structure shall be made safe or demolished on or before June 25, 2023
☐ The case be tabled until _____
☐ The building or structure shall be demolished on or before _____ if not made safe as ordered herein.
☐ (If finding #5 is made) The exterior of the building shall be maintained, including
☐ lawns, trees and shrubs ☐ paint on structure ☐ other _____ on or before _____.

5/25/23
Date


Hearing Officer

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

ADDRESS:	3301 TURNER ST.
PARCEL NUMBER:	33 01 01 04 105 151

SHOW CAUSE HEARING DATE:	
DEMOLITION CASE FILE #:	D2023-010

LISTED TAXPAYER:	HALLETT, DAVID J & KIMBERLY S
INTERESTED PARTIES:	HALLETT, DAVID J & KIMBERLY S
SEV INFORMATION:	\$44,400.00
LAND VALUE:	\$10,038.00
BUILDING VALUE:	\$78,818.00
LOT SIZE:	45 X 150

HOUSING CODE VIOLATION LTR:	1/18/2023
ORIGINAL RED TAG DATE:	1/18/2023
ZONING:	"A"
ESTIMATE OF REPAIRS:	\$104,088.60
PICTURES:	YES
OTHER:	

LEGAL DESCRIPTION:	LOT 84 FAIRFIELD GARDENS SUB
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ORDER OF DEMOLITION BOARD

DEMOLITION BOARD MEETING DATE:	MAY 25,2023
ORDER:	MAKE SAFE OR DEMOLISH JUNE 25,2023
REASON/CONDITIONS:	UNSAFE
HEARING OFFICER:	JOSEPH VITALE

CURRENT CITY COUNCIL ACTIVITY

REQUEST FOR SHOW CAUSE SENT:	7/31/2023
SHOW CAUSE HEARING DATE:	
PUBLIC SAFETY COMMITTEE WILL REVIEW:	

CURRENT PERMIT ACTIVITY

BUILDING:	ISSUED 2/02/2023 NO INSPECTIONS
ELECTRICAL:	EXPIRED
MECHANICAL:	NA
PLUMBING:	NA
DEMOLITION:	NA

Resolution #2023-###

By the Committee on Public Safety
Resolved by the City Council of the City of Lansing

WHEREAS, the City of Lansing Code Enforcement Division has declared the building at 3301 TURNER ST., Parcel # 33-01-01-04-105-151, legally described as: LOT 84 FAIRFIELD GARDENS SUB, to be unsafe and dangerous as defined in Section 108.1 of the Lansing Housing Code and the applicable laws of the State of Michigan and thus, ordered the building to be red tagged on January 18, 2017 as unsafe to occupy; and

WHEREAS, the Lansing Demolition Board, at its meeting held on MAY 25, 2023 declared the building to be unsafe and dangerous as defined in the Lansing Housing Code (1460.09) and the applicable laws of the State of Michigan (MCLA 125.539) and ordered the property to be made safe or demolished by JUNE 25, 2023; and

WHEREAS, the Code Enforcement Division has determined that compliance with the order of the Demolition Board has not occurred; and

WHEREAS, the Lansing Housing Code and the applicable laws of the State of Michigan require that the City hold a hearing to give the property owner an opportunity to show cause as to why the building should not be demolished or otherwise made safe;

NOW THEREFORE, BE IT RESOLVED that a show cause hearing will be held during the City Council meeting on Monday, <<FutureHearingDate>> at 7:00 p.m. in consideration of issuing an order requiring the building at 3301 TURNER ST. to be made safe or demolished within a specific period of time.

BE IT FINALLY RESOLVED that the Lansing City Council directs the Code Enforcement Division to notify the owner of 3301 TURNER ST. of the opportunity to appear and present testimony at the hearing.

Resolution #2023-###

By the Committee on Public Safety
Resolved by the City Council of the City of Lansing

WHEREAS, the Code Compliance Officer has determined that the building located at 1232 POMPTON CIRCLE., Parcel # 33-01-01-32-202-141 legally described as LOT 15 PLAT OF MONTCLAIR, City of Lansing, is an unsafe or dangerous building as defined in Section 108.1 of the International Property Maintenance Code as adopted by Lansing Codified Ordinance 1460.01, and the Housing Law of Michigan, and the building was red tagged on March 21, 2022; and

WHEREAS, a hearing was held by the Lansing Demolition Board on April 27, 2023, at which the Hearing Officer determined that said building was an unsafe and dangerous building and ordered the building demolished or made safe by May 25, 2023; and

WHEREAS, said Hearing Officer filed a report of their findings and order with the City Council and requested the City Council to take appropriate action under the Lansing Codified Ordinances and the Housing Law of Michigan; and

WHEREAS, the Housing Law of Michigan and Lansing Codified Ordinances require 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; and

WHEREAS, the City Council held a public show cause hearing on _____ 2023, to review the findings and the order of the Hearing Officers, and the owners were notified in writing of said hearing and had an opportunity to appear and show cause why said building should not be demolished or otherwise made safe; and

WHEREAS, the Code Compliance Office has determined that compliance with the order of the Lansing Demolition Hearing Board Officer has not occurred.

NOW, THEREFORE, BE IT RESOLVED that the owner(s) of 1232 Pompton Circle, as legally described above, are hereby directed to comply with the order of the Hearing Officers to demolish or otherwise make safe the said building within 30 days from the date of this resolution, _____ 2023.

BE IT FURTHER RESOLVED that the property owner(s) is hereby notified that this order must be appealed within twenty days pursuant to MCL 125.542 and should the owners fail to comply with the Hearing Officers' order for demolition or make safe, the Code Compliance Officer is hereby directed to proceed with demolition of said building.

BE IT FURTHER RESOLVED, whether demolition is accomplished by said property owner or the City, that appropriate seeding and restoration of property take place to avoid run-off to adjacent properties.

BE IT FURTHER RESOLVED that if the demolition is accomplished by the City, the cost

of such demolition shall be a lien against the real property and shall be reported to the City Assessor.

BE IT FINALLY RESOLVED that the owners in whose name the property appears upon the last local tax assessment record shall be notified by the City Assessor of the amount of such cost by first class mail at the address shown on the records. Upon the owner's failure to pay the same within thirty (30) days after mailing by the City Assessor of the notice of the amount thereof, the amount of said costs shall be a lien and shall be filed and recovered as provided by law and the lien shall be collected and treated in the same manner as provided for property tax liens under the general property tax act.

CITY OF LANSING DEMOLITION HEARING BOARD	ORDER TO MAKE SAFE, DEMOLISH OR MAINTAIN BUILDING OR STRUCTURE	FILE NO. D2022-005
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Matter of the building/structure at 1232 POMPTON CIRCLE, which is a ☒ dwelling ☐ garage ☐ other

1. Date of hearing: APRIL 27, 2023 Hearing Officers: DAVE MUYLLE, JOSEPH VITALE
2. WALTER ALLEN, Code Compliance INTERIM MANAGER of the City of Lansing, has filed a copy of a notice that the subject building/structure is dangerous. The copy of the notice is attached.

THE HEARING OFFICER FINDS THAT:

3. Notice of this hearing was properly served on the
☐ rental registration owner(s)
☒ Owner's or party in interest on City tax assessment record
4. The building/structure ☒ is ☐ is not a dangerous building as defined in MCL 125.539, specifically (see attached)
5. ☒ The building/structure has remained unoccupied for 180 consecutive days or more and is not listed for sale, lease or rent with a licensed real estate broker.
6. ☐ The building/structure has been substantially destroyed by ☐ fire ☐ wind ☐ flood
☒ other:
7. The state equalized value of the building/structure is \$31,700.00
8. The cost to repair the building or structure to make it safe is \$55,750.00
9. The real estate is described as follows:

Parcel Number: 33 01 01 32 202 141

LOT 15 PLAT OF MONTCLAIR, City of Lansing

IT IS ORDERED THAT:

10. ☐ The matter is closed.

☒ The building/structure shall be made safe or demolished on or before 5-25-2023.

☐ The case be tabled until _____.

☐ The building or structure shall be demolished on or before _____ if not made safe as ordered herein.

☐ (If finding #5 is made) The exterior of the building shall be maintained, including
☐ lawns, trees and shrubs ☐ paint on structure ☐ other _____ on or before _____

7/31/23
Date

[Signature]
Hearing Officer

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

ADDRESS:	1232 POMPTON CIRCLE
PARCEL NUMBER:	33-01-01-32-202-141

SHOW CAUSE HEARING DATE:	
DEMOLITION CASE FILE #:	D2023-005

LISTED TAXPAYER:	SIAL HUSSAN
INTERESTED PARTIES:	SIAL HUSSAN
SEV INFORMATION:	\$30,000.00
LAND VALUE:	\$13,000.00
BUILDING VALUE:	\$46,891.00
LOT SIZE:	52 X 175

HOUSING CODE VIOLATION LTR:	6/21/2019 & 3/21/2022
ORIGINAL RED TAG DATE:	6/21/2022
ZONING:	"C" RESIDENTIAL
ESTIMATE OF REPAIRS:	\$64,897.66
PICTURES:	YES
OTHER:	PROPERTY IS NOT FIRE DAMAGED

LEGAL DESCRIPTION:	LOT 15 PLAT OF MONTCLAIR
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ORDER OF DEMOLITION BOARD

DEMOLITION BOARD MEETING DATE:	4/27/2023
ORDER:	MAKE SAFE OR DEMOLISH BY 5/25/23
REASON/CONDITIONS:	UNSAFE
HEARING OFFICER:	J. VITALE

CURRENT CITY COUNCIL ACTIVITY

REQUEST FOR SHOW CAUSE SENT:	6/2/2023
SHOW CAUSE HEARING DATE:	
PUBLIC SAFETY COMMITTEE WILL REVIEW:	

CURRENT PERMIT ACTIVITY

BUILDING:	ROOFING PERMIT
ELECTRICAL:	BASE ELECTRICAL FINALED MAY REQUIRE ADD PERMIT
MECHANICAL:	REQUIRED NOT YET PULLED
PLUMBING:	REQUIRED NOT YET PULLED
DEMOLITION:	na

Resolution #2023-###

By the Committee on Public Safety
Resolved by the City Council of the City of Lansing

WHEREAS, the Lansing Code Compliance Officer has declared a certain structure at 1232 POMPTON CIRCLE, Parcel # 33-01-01-32-202-141, legally described as: LOT 15 PLAT OF MONTCLAIR, 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 March 21, 2022 and requested the property owner be ordered to demolish or otherwise make safe the structure; and

WHEREAS, on April 27, 2023 the Lansing Demolition Board held a 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 Property Maintenance Code (Ord. 1460.01, et seq.), and ordered the property owner to make safe or demolish the structure by May 25, 2023; 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 Lansing Codified Ordinances 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 a show cause hearing for Monday, _____, 2023 at 7:00 p.m. in Tony Benavides Lansing City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan in consideration of the finding and order of the Lansing Demolition Hearing Board Officer regarding the structure at 1232 Pompton Circle, as legally described above, 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 Code Compliance Officer notify the owner(s) of said property of the opportunity to appear and present testimony at the hearing, as required by law.

Resolution #2023-###

By the Committee on Public Safety
Resolved by the City Council of the City of Lansing

WHEREAS, the Code Compliance Officer has determined that the building located at 1402 MARQUETTE ST., Parcel # 33-01-01-29-1516-161 legally described as LOT 159 M MITSHKUN S OAK GROVE SUB NO 2, City of Lansing, is an unsafe or dangerous building as defined in Section 108.1 of the International Property Maintenance Code as adopted by Lansing Codified Ordinance 1460.01, and the Housing Law of Michigan, and the building was red tagged on January 12, 2017; and

WHEREAS, a hearing was held by the Lansing Demolition Board on April 27, 2023, at which the Hearing Officer determined that said building was an unsafe and dangerous building and ordered the building demolished or made safe by May 25, 2023; and

WHEREAS, said Hearing Officer filed a report of their findings and order with the City Council and requested the City Council to take appropriate action under the Lansing Codified Ordinances and the Housing Law of Michigan; and

WHEREAS, the Housing Law of Michigan and Lansing Codified Ordinances require 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; and

WHEREAS, the City Council held a public show cause hearing on _____ 2023, to review the findings and the order of the Hearing Officers, and the owners were notified in writing of said hearing and had an opportunity to appear and show cause why said building should not be demolished or otherwise made safe; and

WHEREAS, the Code Compliance Office has determined that compliance with the order of the Lansing Demolition Hearing Board Officer has not occurred.

NOW, THEREFORE, BE IT RESOLVED that the owner(s) of 1402 Marquette Street, as legally described above, are hereby directed to comply with the order of the Hearing Officers to demolish or otherwise make safe the said building within 30 days from the date of this resolution, _____ 2023.

BE IT FURTHER RESOLVED that the property owner(s) is hereby notified that this order must be appealed within twenty days pursuant to MCL 125.542 and should the owners fail to comply with the Hearing Officers' order for demolition or make safe, the Code Compliance Officer is hereby directed to proceed with demolition of said building.

BE IT FURTHER RESOLVED, whether demolition is accomplished by said property owner or the City, that appropriate seeding and restoration of property take place to avoid run-off to adjacent properties.

BE IT FURTHER RESOLVED that if the demolition is accomplished by the City, the cost

of such demolition shall be a lien against the real property and shall be reported to the City Assessor.

BE IT FINALLY RESOLVED that the owners in whose name the property appears upon the last local tax assessment record shall be notified by the City Assessor of the amount of such cost by first class mail at the address shown on the records. Upon the owner's failure to pay the same within thirty (30) days after mailing by the City Assessor of the notice of the amount thereof, the amount of said costs shall be a lien and shall be filed and recovered as provided by law and the lien shall be collected and treated in the same manner as provided for property tax liens under the general property tax act.

CITY OF LANSING DEMOLITION HEARING BOARD	ORDER TO MAKE SAFE, DEMOLISH OR MAINTAIN BUILDING OR STRUCTURE	FILE NO. D2023-008
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Matter of the building/structure at 1402 Marquette ST., which is a ☒ dwelling ☐ garage ☐ other

1. Date of hearing: APRIL 27, 2023 Hearing Officers: DAVE MUYLLE, JOSEPH VITALE
2. WALTER ALLEN, Code Compliance INTERIM MANAGER of the City of Lansing, has filed a copy of a notice that the subject building/structure is dangerous. The copy of the notice is attached.

THE HEARING OFFICER FINDS THAT:

3. Notice of this hearing was properly served on the
☐ rental registration owner(s)
☒ Owner's or party in interest on City tax assessment record
4. The building/structure ☒ is ☐ is not a dangerous building as defined in MCL 125.539, specifically (see attached)
5. ☒ The building/structure has remained unoccupied for 180 consecutive days or more and is not listed for sale, lease or rent with a licensed real estate broker.
6. ☐ The building/structure has been substantially destroyed by ☒ fire ☐ wind ☐ flood
☐ other:
7. The state equalized value of the building/structure is \$34,400.00
8. The cost to repair the building or structure to make it safe is \$64,897.66
9. The real estate is described as follows:

Parcel Number: 33 01 01 05 252 081

LOT 159 M MITSKUN S OAK GROVE SUB NO 2, City of Lansing

IT IS ORDERED THAT:

10. ☐ The matter is closed.

☒ The building/structure shall be made safe or demolished on or before 5-25-2023

☐ The case be tabled until _____.

☐ The building or structure shall be demolished on or before _____ if not made safe as ordered herein.

☐ (If finding #5 is made) The exterior of the building shall be maintained, including
☐ lawns, trees and shrubs ☐ paint on structure ☐ other _____ on or before _____.

Date

Hearing Officer

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

ADDRESS:	1402 MARQUETTE ST.
PARCEL NUMBER:	33-01-01-05-252-081

SHOW CAUSE HEARING DATE:	
DEMOLITION CASE FILE #:	D2023-008

LISTED TAXPAYER:	GOMEZ, DOMINGO
INTERESTED PARTIES:	GOMEZ, DOMINGO
SEV INFORMATION:	\$36,000.00
LAND VALUE:	\$20,706.00
BUILDING VALUE:	\$51,372.00
LOT SIZE:	45 X 200

HOUSING CODE VIOLATION LTR:	1/12/2017
ORIGINAL RED TAG DATE:	1/12/2017
ZONING:	"C" RESIDENTIAL
ESTIMATE OF REPAIRS:	\$64,897.66
PICTURES:	YES
OTHER:	FIRE DAMAGED

LEGAL DESCRIPTION:	LOT 159 M MITSHKUN S OAK GROVE SUB NO 2
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ORDER OF DEMOLITION BOARD

DEMOLITION BOARD MEETING DATE:	
ORDER:	
REASON/CONDITIONS:	
HEARING OFFICER:	

CURRENT CITY COUNCIL ACTIVITY

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

CURRENT PERMIT ACTIVITY

BUILDING:	Y
ELECTRICAL:	
MECHANICAL:	
PLUMBING:	
DEMOLITION:	na



Resolution #2023-###

By the Committee on Public Safety
Resolved by the City Council of the City of Lansing

WHEREAS, the Lansing Code Compliance Officer has declared a certain structure at 1402 MARQUETTE ST., Parcel # 33-01-01-05-252-081, legally described as: LOT 159 M MITSHKUN S OAK GROVE SUB NO 2, 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 January 12, 2017 and requested the property owner be ordered to demolish or otherwise make safe the structure; and

WHEREAS, on April 27, 2023 the Lansing Demolition Board held a 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 Property Maintenance Code (Ord. 1460.01, et seq.), and ordered the property owner to make safe or demolish the structure by May 25, 2023; 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 Lansing Codified Ordinances 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 a show cause hearing for Monday, _____, 2023 at 7:00 p.m. in Tony Benavides Lansing City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan in consideration of the finding and order of the Lansing Demolition Hearing Board Officer regarding the structure at 1402 Marquette Street, as legally described above, 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 Code Compliance Officer notify the owner(s) of said property of the opportunity to appear and present testimony at the hearing, as required by law.

Resolution #2023-###

By the Committee of the Whole
Resolved by the City Council of the City of Lansing

WHEREAS, the City Council of the City of Lansing (the "City") deems it advisable and necessary to improve the funding status of the City of Lansing Employees' Retirement System (the "System"); and

WHEREAS, Section 979a(1) of Public Act 166 of 2022 directs the Michigan department of treasury ("Treasury") to establish a municipal pension principal payment grant program to help underfunded municipal pension systems meeting certain qualifications; and

WHEREAS, pursuant to Article 5 part 1 Section 108(15) & Article 5 part 2 Section 979a(1) of Public Act 166 of 2022, the State of Michigan has earmarked seven hundred and fifty million dollars (\$750,000,000.00) for a grant fund to aid the retirement systems of municipalities considered underfunded according to Section 5 of the Protecting Local Government Retirement and Benefits Act, Public Act 202 of 2017, MCL 38.2805; and

WHEREAS, Treasury established such a program under Section 979a of Public Act 166 of 2022, deemed the Protecting MI Pension Grant (any award amount thereunder, the "Grant"); and

WHEREAS, the System's funded ratio report, reported to Treasury dated as of December 31, 2021 shows a funding ratio below 60 percent and the System is considered underfunded according to Section 5 of the Protecting Local Government Retirement and Benefits Act, Public Act 202 of 2017, MCL 38.2805; and

WHEREAS, the Mayor of the City is the City's chief administrative officer, as the term is defined in Section 2b of the Uniform Budgeting and Accounting Act, Public Act 2 of 1968, as amended, MCL 141.422b; and

WHEREAS, Treasury has reviewed the city's grant application submission and approved the grant application in the amount of \$11,551,892 for the General Employees' Retirement System.

NOW, THEREFORE, BE IT RESOLVED, that the Lansing City Council approves acceptance of the Protecting MI Pension Grant for the purposes of funding the General Employees' Retirement System.

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

Andy Schor
Mayor



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

Andy Schor, Mayor

OFFICE OF THE MAYOR
CITY OF LANSING, MICHIGAN

July 28, 2023

City of Lansing Employee Retirement System Board
Dennis Parker, Chair
124 W Michigan Ave.,
Lansing, MI 48909

Dear Mr. Chairman,

I have the pleasure of informing the Board that the City of Lansing's General Employees' Retirement System was selected by the state of Michigan to receive a grant in the amount of \$11,551,892 through the Department of Treasury's Protecting MI Pension Grant Program. The Program was created to help Michigan's underfunded municipal pension systems.

Through your efforts and the efforts of our retirees and city staff, we are slowly but surely lowering the City's liability and improving the City's financial outlook. It is through efforts like yours that our bond rating was recently improved, thus saving taxpayer dollars on projects like the City's Public Safety Complex.

City staff is in the process of getting the necessary paperwork completed and submitted to the state so that funds can be received before the end of next month. Thank you again for your continued effort and support as we work together to make Lansing an example for the rest of the state and nation on the issue of addressing our unfunded liabilities.

Respectfully,

A handwritten signature in black ink, appearing to read "A. Schor", is written over a horizontal line.

Andy Schor
Mayor

CC: Lansing City Council



LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: 8/14/2023

GRANT NAME: Protecting MI Pension Grant

DEPARTMENT: Finance

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Desiree Kirkland – desiree.kirkland@lansingmi.gov; 517-483-4112

APPLICATION DATE 6-2-23 AWARD DATE: 7/28/23

GRANT CYCLE: 2023 Check One: Annual ☒ One-Time

FUND AMOUNT: \$11,551,892 (Breakdown below should total this amount)

GOODS & SERVICES

PERSONNEL

CONSTRUCTION \$0.00

LAND \$0.00

OTHER \$11,551,892

CITY MATCH (IF APPLICABLE): N/A

GRANT PAYS FOR: General Employees' Retirement System

FUND ALLOCATIONS (Please describe the purpose of the grant and allowable uses):

The Protecting MI Pension Program was created to help Michigan's underfunded municipal pension systems. Under the Fiscal Year 2022-23 state budget, Dept. of Treasury was appropriated \$750 million to establish and operate a local unit municipal pension principal payment grant program for qualified retirement systems with a funded ratio below 60%. The City's General ERS qualified for these funds so we applied and were awarded the above amount to help fund our pension system.

Z-8-2023 & SLU-2-2023

415 & 421 W. Kalamazoo Street

At its August 1, 2023, meeting, the Planning Board voted 5-1 to recommend approval of Z-8-2023 and SLU-2-2023. These are requests by the City Rescue Mission to rezone the properties at 415 & 421 W. Kalamazoo Street from “DT-3” Urban Core to “R-AR” Residential Adaptive Reuse and for a special land use permit to utilize the properties for a sheltered care facility for approximately 300-350 men and women. The shelter at 2216 S. Cedar will remain open for women with children and families with a 110-person approximate capacity. The existing men’s shelter at 607 E. Michigan Avenue will be used for a kitchen to provide meals for the homeless. In total, the shelter capacity for the Rescue Mission will increase from approximately 200 to 400-450.

The proposed special land use permit is to allow use of the properties at 415 & 421 W. Kalamazoo Street for a sheltered care facility. A sheltered care facility is permitted by special land use permit in the “R-AR” zoning district but is not permitted under the current “DT-3” zoning of the subject properties.

The staff recommendation is to approve both requests. There is a dire need for additional shelter space in the community and the proposed properties seem to be the most appropriate locations available. The surrounding uses are mostly non-residential, the site is located along 2 major bus routes and in close proximity to businesses, employment and educational opportunities, and governmental, institutional and religious services/resources.

The Planning Board held a public hearing at its August 1, 2023, meeting at which representatives of the applicant and one other person spoke in favor of the requests. The owners and building manager for Metro Place Apartments at 301 W. Lenawee Street, the building manager for the Porter Senior Apartments and the owner of the apartment building at 420 S. Walnut Street spoke in opposition to the requests. A letter of objection from the owner of 510 S. Capitol Avenue has been received.

PASSAGE OF ORDINANCE

An Ordinance of the City of Lansing, Michigan, providing for the Rezoning of parcels of real property located in the City of Lansing, Michigan and for the revision of the district maps adopted by section 1242.02 of the Code of Ordinances.

Case Number: Z-8-2023

Parcel Number's: 33-01-01-16-354-122 & 33-01-01-16-354-003

Addresses: 415 & 421 W. Kalamazoo Street

Legal Description: 415 W. Kalamazoo Street: Lots 2 & 3 and the West 66 Feet of Lot 1, Block 139, Original Plat

421 W. Kalamazoo Street: Lots 10, 11 & 12, Block 139, Original Plat

Rezoning Districts: From "DT-3" Downtown Core to "R-AR" Residential Adaptive Reuse

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

COUNCIL MEMBER	YEAS	NAYS
BROWN	☐	☐
DANIELS	☐	☐
GARZA	☐	☐
HUSSAIN	☐	☐
JACKSON	☐	☐
SPADAFORE	☐	☐
SPITZLEY	☐	☐
WOOD	☐	☐
	☐	☐
☐ ADOPTED	☐ FAILED	

GENERAL INFORMATION

APPLICANT:	VIRIDIS Design Group on behalf of the City Rescue Mission of Lansing 2925 W. Main Street Kalamazoo, MI 49006
OWNER:	SET SEG Insurance Services Agency, Inc. 1520 Earl Avenue East Lansing, MI 48823
REQUESTED ACTION:	* Rezoning from “DT-3” Urban Core to ‘R-AR’ Residential Adaptive Reuse * Special Land Use Permit for a sheltered care facility
EXISTING LAND USE:	Vacant office buildings
EXISTING ZONING:	“DT-3” Urban Core District
PROPERTY SIZE:	415 W. Kalamazoo – 26,136 square feet (.75 acres) 421 W. Kalamazoo – 32,670 square feet (.6 acres) Total – 58,806 square feet (1.35 acres)
SURROUNDING LAND USE:	N: State Office Building S: Multiple Family Residential Apartment Building E: Office Building & Ingham County Courthouse W: Lansing School District Office Building
SURROUNDING ZONING:	N: “DT-3” Urban Core District S: “DT-3” Urban Core District E: “DT-3” Urban Core District W: “DT-3” Urban Core District
MASTER PLAN DESIGNATION:	The Design Lansing Master Plan designates the subject property as “Downtown Mixed-Use Center: Edge”. W. Kalamazoo Street is designated as a prime connector.

APPLICANT’S REQUESTS

Z-8-2023: Request to rezone the properties at 415 & 421 W. Kalamazoo Street from “DT-3” Urban Core to “R-AR” Residential Adaptive Reuse

SLU-1-2022: Special land use permit to utilize 415 & 421 W. Kalamazoo Street for a sheltered care facility. A sheltered care facility is permitted by special land use permit in the “R-AR” zoning district but is not permitted under the current “DT-3” zoning of the subject properties.

AGENCY REFERRAL RESPONSES

Assessing: No objections.

Board of Water & Light: See attached memo

Building Safety: No objections.

Parks & Recreation: No issues

Public Service Engineering: We have the vacated LSD offices use replaced with “300 adults” and “offices and other support spaces”, which from a civil engineering/sewage flow standpoint equates to a small or medium-sized apartment building. Now, the PUBLIC sewer in front on Kalamazoo is a 6-inch combined sewer, which does not have the capacity to serve this redevelopment. However, fortunately, based on past experience, I believe the existing sanitary service is to the 8-inch public sewer on Walnut.

Of note, this 8-inch sewer is also a combined sewer that currently takes roadway drainage, so we still may have inadequate capacity in the sewer on Walnut (tributary to another 8-inch combined sewer draining eastward on Kalamazoo).

I note that VIRDIS’s writeup states “CRM does not anticipate requiring new infrastructure, curb cuts, etc.”. The issue is that the existing sewer infrastructure MAY not be adequate. I emphasize “may”, because there may be no issue, but there’s some definite question marks based on what I stated above. VIRDIS should provide a sanitary basis of design as soon as possible, so we can start checking the sewer capacity.

Public Service Transportation

& Administration:

The Public Service Department does not have any objections to the rezoning. Traffic and parking needs should be lower compared to an office use. As Alec indicated, changing to a residential use might create additional sanitary sewage and our department would need to confirm that there is sufficient sewer capacity to handle the anticipated flows.

REZONING

COMPATIBILITY WITH SURROUNDING ZONING PATTERNS

The applicant is requesting a rezoning of two adjoining properties at 415 and 421 W. Kalamazoo Street from “DT-3” Downtown Urban Core to “R-AR” Residential Adaptive Reuse and a special land use permit to allow a sheltered care facility in that district. The subject properties are surrounded on all sides by “DT-3” zoning. The “R-AR” zoning is one of only a few districts that

permits sheltered care facilities. It is generally considered good planning and zoning practices to create and preserve consistent zoning patterns as they result in consistent development patterns. In this case, however, there are no properties in and around the downtown that are zoned for sheltered care facilities. Shelters are essential to the community and should primarily be located in close proximity to the downtown where they can effectively serve the majority of the population in need of their services. A rezoning, therefore, is going to be necessary in order to accommodate the use, in spite of zoning pattern inconsistencies. The “R-AR” zoning district is intended to accommodate reuse of properties that are unique such as those that contain vacant school buildings and to accommodate uses that have unique locational needs such as shelters. Unlike most zoning districts, the “R-AR” district is only intended to address very specific situations which is why all properties that are zoned “R-AR” are surrounding by other zoning districts and thus, inconsistent with the zoning patterns in the areas in which they are located.

COMPATIBILITY WITH SURROUNDING LAND USES

The City Rescue Mission currently operates a men’s shelter at 607 E. Michigan Avenue and a shelter for women and children at 2216 S. Cedar Street. The Mission’s plan is to move the men’s shelter to 415/421 W. Kalamazoo Street and convert 607 E. Michigan into the kitchen that produces meals for the homeless. The plan also includes relocating the shelter for single adult women to W. Kalamazoo Street, thus creating additional shelter space at the 2216 S. Cedar Street location for women with children.

The men’s shelter at 607 E. Michigan Avenue has a capacity of 100 and the capacity of the women and children’s shelter at 2216 S. Cedar Street is 110. The proposed facility on W. Kalamazoo Street would accommodate 200 men and 100 women. Including the 2216 S. Cedar Street location that will remain open, the Mission’s total shelter capacity would increase from 210 to 400 to possibly 450 or 500 at some point in the future as administrative offices are relocated from one facility to another.

The Rescue Mission has been looking for a new site so that it can increase its shelter capacities for both men and women. The homeless population in Lansing has grown dramatically and the existing shelters are not sufficient to accommodate the need. Several locations have been considered including the former YMCA building at the corner of N. Washington Square and the former Cooley Law School building in the 200 block of S. Capitol Avenue. Those buildings are located in the DT-3 Downtown Urban Core zoning district which does not permit sheltered care facilities. The Planning staff informed the Rescue Mission that it would not support a rezoning and special land use permit for a shelter at those locations. A homeless shelter would be contrary to the intent of the DT-3 zoning district which is to allow for uses that contribute to the vibrancy of the downtown by drawing people to the area to support existing and encourage new businesses. In other words, uses that generate a lot of customers, create new jobs, increase the tax base, and increase the need for more housing in the area.

Shelters are essential to the community and should be located primarily near the downtown where they are easily accessible to the majority of the population they serve. The site on W. Kalamazoo Street is an appropriate location for a shelter as it is in close proximity to but not directly in the core downtown area. The site is located along two primary bus routes and within easy walking distance to a variety of businesses, institutional and civic uses, and human service agencies that provide assistance and resources to those in need. The site is surrounded on three sides by office buildings.

While there is an apartment building directly to the south, it is not anticipated that the shelter will have any negative impacts on the residents thereof. The City Rescue Mission has been in operation at 607 E. Michigan Avenue for more than 110 years and at 2216 S. Cedar Street for well over a decade. The shelters at these locations are adjacent to or in very close proximity to residential uses and there have been no issues of incompatibility. The Mission has an established record of doing an excellent job managing its facilities. Incidents requiring police intervention have been non-violent/non-assaultive, non-destructive, and extremely rare.

COMPLIANCE WITH MASTER PLAN

The Design Lansing Comprehensive Plan designates the subject property as “Downtown Mixed-Use Center: Edge”. The Plan does not address sheltered care facilities so it cannot be determined if the proposed use is consistent with the future land use designation of the property. It appears that when the Plan was adopted in 2012, the existing shelters seemed to be adequate to serve the homeless population and thus, there was no reason to plan for more or larger facilities elsewhere in the City. Since that time, the homeless population has increased to where the existing facilities are not adequate thus, creating the need for a new shelter with greater capacity. There is no land in or near that downtown that is zoned and available for use as a sheltered care facility. Without the Plan providing specific guidance as to where shelters should be located, the basic principles of planning should be used to make that determination.

The proposed shelter location is consistent with a primary goal of master planning which is to accommodate land uses in appropriate areas where they can operate successfully without negatively impacting adjoining and nearby uses. The subject properties are surrounded by offices to the north, east and west that are in operation during typical daytime hours and workdays. They are destination type uses that do not depend on attracting customers or clients to stay in business. In fact, most of them are government owned and operated and are not accessible to anyone other than employees or those who are there for a very specific purpose. The office building at the southwest corner of W. Kalamazoo and S. Walnut is privately owned and is currently vacant. A State of Michigan office building is located on the property to the north and the Lansing School District has its offices on the property to the west. There is a 52-unit apartment building on the adjacent property to the south. Given the history and the City’s experience with how well the applicant has operated its facilities on E. Michigan Avenue and S. Cedar Street, which is surrounded by a residential neighborhood, there is no reason to believe that the proposed shelter will negatively impact any of the uses in the area around the subject properties.

Another important planning principle to consider when determining where certain uses should be located is accessibility by various modes of transportation. For example, in order to generate and maintain a strong customer base, commercial uses such as restaurants, gas stations, and retail establishments should be located along major thoroughfares where they are visible to large volumes of traffic and can be readily accessed by private vehicles and public transportation. Other uses, such as the proposed shelter, do have those same needs but do need to be located where they are easily accessible by foot and public transportation since the overwhelming majority of the people who utilize shelters do not have private transportation. Access to public transportation is also very important so that the occupants of the shelter can secure employment and utilize human service resources that can assist with transitioning out of homelessness. The subject property is located along

two major bus routes, is within walking distance of the downtown business district and near many facilities that provide services to those in need.

IMPACT ON VEHICULAR AND PEDESTRIAN TRAFFIC

While the sheltered care facility will generate additional pedestrian traffic in the area, the amount of vehicular traffic will likely be less than what was generated when the office buildings on the sites were in full operation. According to the special land use permit application, the maximum number of employees that will be in the facility at one time is 18. The applicant has stated that approximately 10% of the people that stay in its shelters have privately owned vehicles for transportation. The majority access them by foot or public transportation. The two sites combined contain approximately 90 spaces which is more than adequate to accommodate the projected parking needs.

IMPACT ON PUBLIC FACILITIES

See agency referral comments from Public Service on page 2 of this report and the attached letter from the Board of Water & Light. Use of the buildings for an overnight shelter with a capacity of 300+ persons will significantly increase the usage of certain utilities from when the buildings were being used for office purposes, particularly with regard to water and sanitary sewer services. The need for upgrading or expanding utility systems to serve the use will need to be determined between the applicant and the relevant service providing agency.

ENVIRONMENTAL IMPACT

The proposal will have no negative impacts on the natural environment. The only proposed change to the site is an addition connecting the two buildings. This will require combining the two properties into one parcel, which is a simple administrative procedure. It will also require review and approval of a site plan prepared by a civil engineer. Since the proposed addition will result in an increase in the amount of impervious surface on the site, a storm water management plan will need to be provided as part of the site plan review submission. This is to ensure that the additional stormwater runoff resulting from the building addition is properly managed within the boundaries of the site.

IMPACT ON FUTURE PATTERNS OF DEVELOPMENT

Shelters are essential to the community and need to be accommodated in locations where their mission can be carried out most effectively. Shelters are unique in that they need to be centrally located with convenient access to public transportation, businesses, and human service agencies. There is a significant need for additional shelter space in the City and there are no properties in or near the downtown that are zoned for that use. The subject properties, as described in the proceeding paragraphs of this report, are an appropriate location for a shelter as they are located on the fringe of, but not in the core downtown which should be reserved commercial, office and residential uses that are essential to its vibrancy. It is located along W. Kalamazoo and S. Walnut Streets, both of which are primary bus routes, and in an area where there is access to various civic, institutional, religious, and medical facilities that can help those in need to transition out of homelessness. Since the circumstances surrounding this request are based upon the very specific and unique needs of a shelter, approval of the rezoning will not set a precedent for approval of future rezoning requests in the area and thus, will not have any impacts on patterns of development in the area.

SPECIAL LAND USE PERMIT

Section 1262.02(f) of the Zoning ordinance sets forth the criteria which must be used to evaluate a Special Land Use permit request. The criteria and evaluation are as follows.

1. **Is the proposed special land use designed, constructed, operated, and maintained in a manner harmonious with the character of adjacent property and the surrounding area?**

The Rescue Mission has been operating in the City for more than a century and has a proven track record of doing an excellent job of operating, managing, and maintaining its facilities. The existing locations have existed harmoniously with both the residential and nonresidential uses in the areas in which they are located.

2. **Will the proposed special land use change the essential character of the surrounding area?**

The proposed shelter will not change the “essential character” of the surrounding area surrounding the subject properties. With the exception of an addition to connect the 2 buildings at 415 & 421 W. Kalamazoo Street, the physical site will remain unchanged.

3. **Will the proposed special land use interfere with the enjoyment of adjacent property?**

It is not anticipated that the shelter will interfere with the “enjoyment” of adjacent properties. The properties to the north and west are being used for government office purposes. There is a vacant office building on the adjoining property to the east and a courthouse on the property further to the east in the 300 block of W. Kalamazoo Street, which draws a large number of people to the area on a daily basis. The operations for all of these uses are confined to typical workdays and hours which means that they are closed in the evenings when people are arriving at the shelter for overnight stay. During the day, the vast majority of the people using the shelter are working at a job, looking for or training for employment, and seeking assistance from various human service agencies to address the issues that led to their homelessness. The only adjoining property that is occupied outside of normal business hours is the apartment building to the south. Since the Mission’s other shelters have not interfered with the enjoyment of the properties adjacent thereto, there is no reason to believe that it would do so in the new location.

4. **Will the proposed special land use represent an improvement to the use or character of property under consideration and the surrounding area in general, and will the use be in keeping with the natural environment of the lot?**

The proposed rezoning and special land use permit will allow for adaptive reuse of the two vacant offices buildings at 415 & 421 W. Kalamazoo Street. This will not only represent an improvement to the use and character of the property, it will also represent an improvement in general by fulfilling a very important need in the community.

The only proposed change to the physical development of the site is an addition connecting the two existing buildings. A site plan for this addition will be reviewed by the City for compliance with all applicable codes and ordinances.

5. **Will the proposed special land use be hazardous to adjacent property or involve uses, activities, materials or equipment which are detrimental to the health, safety or welfare of persons or property through the excessive production of traffic, noise, smoke, odor, fumes, or glare?**

The proposed shelter will produce very little vehicular traffic and will not generate smoke, odors, fumes, glare, or any other conditions that would be detrimental to the health, safety, and welfare of the community.

6. **Will the proposed special land use be adequately served by essential public facilities and services, or is it demonstrated that the person responsible for the proposed special land use is able to continually provide adequately for the services and facilities deemed essential to the special land use under consideration?**

The issue of whether existing utilities serving the subject properties are adequate to accommodate the shelter has not yet been determined. This will take more study on behalf of the City engineers and the Board of Water & light and will require additional information from the applicant regarding the proposed usage.

7. **Will the proposed special land use place demand on public services and facilities in excess of current capacity?**

See agency referral comments from Public Service on page 2 of this report. The Board of Water & Light will also be providing comments with regard to the utility services that it provides. Use of the buildings for an overnight shelter with a capacity of 300 persons will significantly increase the usage of certain utilities from when the buildings were being used for office purposes, particularly with regard to water and sanitary sewer services. The need for upgrading or expanding utility systems to serve the shelter will need to be determined between the applicant and the relevant service providing agency.

8. **Is the proposed special land use consistent with the intent and purpose of this Zoning Code and the objectives of any currently adopted Comprehensive Plan?**

The zoning code is the primary tool for implementing the future land use component of the City's Comprehensive/Master Plan and thus, the intent and purpose of the 2 documents are the same in that regard. A detailed description of this request as it relates to the Master Plan is provided in the "Compliance with Master Plan" section on pages 3 and 4 of this report.

9. **Will the proposed special land use meet the dimensional requirements of the district in which the property is located?**

The only proposed change to the site is the construction of an addition to connect the 2 buildings. This will require combining the 2 parcels which is a simple administrative

procedure. The location of the proposed addition will comply with the setback requirements of the proposed R-AR zoning district. There are no other dimensional requirements that apply to this request.

SUMMARY

The applicant is seeking to rezone the properties at 415 & 421 W. Kalamazoo Street from “DT-3” Urban Core to “R-AR” Residential Adaptive Reuse. The applicant is also requesting a special land use permit to the allow use of the subject properties for a sheltered care facility.

The available information supports a finding that the requests satisfy all of the criteria set forth in the Zoning Ordinance for evaluating rezoning and special land use permit applications, as detailed in this staff report.

RECOMMENDATIONS

Staff recommends approval of Z-8-2023 to rezone the properties at 415 & 421 W. Kalamazoo Street from “DT-3” Urban Core to “R-AR” Residential Adaptive Reuse and SLU-2-2023, for a special land use permit to allow the properties to be utilized for a sheltered care facility.

Respectfully Submitted,

Susan Stachowiak
Zoning Administrator

BOARD OF WATER AND LIGHT MEMO

August 8, 2023

TO: City of Lansing – Planning Department, Susan Stachowiak
FROM: Andy Baumgartner, Real Property Analyst, Legal Services, 517-702-6795
RE: COL Z-8-2023_421 W. Kalamazoo St_Comments

BWL Electric: Approved: BWL has overhead and underground facilities in the area, no concerns for rezoning. Contact person: Jerry Wheeler Electric Utility Designer, phone: 517-702-6644.

BWL Street Lighting: Approved. BWL has underground street lighting cable along the south side of Kalamazoo St. With no proposed changes within the existing ROW for this building addition, we don't anticipate any conflicts with any of our existing facilities on Chestnut, Walnut or Kalamazoo St. Travis Archer – Utility Designer, 517-702-6621.

BWL Water & Steam Distribution:

COL Z-8-2023_421 W. Kalamazoo St.

Approved with comments

- Site Comments:
- Both buildings have existing 2" water services, contact BWL for any upgrades or additions.
- General Comments:
 - The customer is responsible for all costs of water service installation and removals, including connection fees, installation, metering, and engineering and administration costs for the work.
 - It is the applicant's responsibility to determine the estimated water demand (including fire flow requirements) of this project, and sizing services and meters accordingly. The BWL will not take responsibility for inadequately sized services or metering specified by the applicant.
 - The customer is responsible for coordinating with the Fire Marshall of the Jurisdiction for hydrant placement on the site and project will require an EGLE permit. The owner will be responsible for meeting all requirements of the EGLE permit.
 - The customer is responsible for submitting a plumbing plan which includes location of meter, meter size, dimensioned room and/or space to accommodate meter set for review and approval by the BWL. The BWL requires that meter settings be placed on an exterior wall within the building; services run to an interior room/wall will not be acceptable.
 - The customer is responsible for verifying the precise location and depths of the existing water mains or services prior to construction. The BWL will not be responsible for unanticipated conflicts caused by inaccuracies in the customer's design documents or MISS-DIG staking in the field.
 - All service piping, up to and including the service risers are part of the water system and cannot be installed or altered without a BWL Water Service Agreement in place. BWL jurisdiction for domestic services ends at the outlet of the domestic meter setting. BWL jurisdiction for fire services ends at the connection point to the backflow preventer. Service risers to the building will only be constructed by BWL forces or a BWL approved contractor. The plumbing contractor is not to stub services out of the building. Water services stubbed out of the building by a non-approved contractor, and without inspection by the BWL, will not be acceptable.
 - The customer will be required to enter a service agreement, meet BWL requirements, and pay applicable fees prior to receiving service. Additional information can be found online at <https://www.lbw.com/customers/services/water/water-construction-standards>.

Any questions about specific water service requirements may be directed to the BWL Water Distribution Department; *Steve Conn @ (517) 702-6726*, or via e-mail at Steve/Conn@lbwl.com.

BWL Environmental Wellhead Protection: Angie Goodman, Water Quality

This project lies within the Lansing Wellhead Protection Area. Care must be exercised during construction to minimize the exposure of contaminated soils to weather and subsequent impact to the groundwater. Construction machinery should be parked on paved areas when not in use, and leakage of petroleum products and other potential contaminants must be immediately cleaned up and properly disposed of. Newly exposed soil could offer a route for contaminants into local groundwater.

Note: Any site plan approval does not constitute an agreement for service. All customers must meet BWL requirements and enter a service agreement prior to receiving service.

7/9/2023

RE-ZONING APPLICATION ADDENDUM

Prepared by VIRIDIS Design Group, on behalf of the City Rescue Mission of Lansing

415 and 421 West Kalamazoo Street, Lansing, Michigan 48933

Current Owners (note: City Rescue Mission of Lansing has option to purchase both properties)

415 W Kalamazoo St: SET SEG Agency, 1520 Earl Ave, East Lansing, MI 48823 (800) 292-5421

421 W Kalamazoo St: Michigan Corrections Org, 421 W. Kalamazoo St, Lansing, MI 48933 (517) 485-3310

Describe and/or explain the specific land use proposed for this property:

The City Rescue Mission of Lansing (CRM) has been seeking an opportunity to secure a larger facility so as to be able to expand services to those in the Lansing community who are at-risk and most in need. Ideally, CRM is seeking to place a shelter in or near the downtown core, where the majority of the at-risk population currently live. The 415-421 West Kalamazoo location provides an ideal location for continuation of the CRM mission.

CRM intends to remodel the (2) existing buildings on these parcels, and construct a new addition connecting the two buildings. This facility is being programmed to provide services for up to 300 adults (both men and women). The new facility will also include offices and other support spaces.

Parking is expected to be more than adequate for the intended re-use of the property. CRM does not anticipate requiring new infrastructure, curb cuts, etc. as part of this project.

Explain what changes or changing conditions make the passage of this rezoning necessary:

The subject parcels are currently zoned DT-3 (Urban Core) which does not allow Sheltered Care Facilities. We propose to re-zone the subject parcels to R-AR (Residential Adaptive Reuse) which allows Sheltered Care Facilities by Special Use. We note that the proposed rezoning would move these parcels from a less-restrictive to a more-restrictive zoning district, however, CRM anticipates this facility being home to their program for the foreseeable future and is a very good fit at this location.

Comment on other circumstances which justify the amendment:

CRM recognizes a significant need in the community to provide food, shelter and other services to the less-fortunate. CRM has diligently searched for a location within the central Lansing core in order to expand its facilities to serve those who are most at-risk in the community. This proposed location provides appropriate space and is well-located within the CRM service area. We ask that the City approve the re-zoning of the parcels to allow CRM to continue its mission of service to others.

Thank you for your consideration.

7/9/2023

SPECIAL LAND USE APPLICATION ADDENDUM

Prepared by VIRIDIS Design Group, on behalf of the City Rescue Mission of Lansing

415 and 421 West Kalamazoo Street, Lansing, Michigan 48933

Current Owners (note: City Rescue Mission of Lansing has option to purchase both properties)

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421 W Kalamazoo St: Michigan Corrections Org, 421 W. Kalamazoo St, Lansing, MI 48933 (517) 485-3310

Size of Parcels:

415 W. Kalamazoo St: Irregular – 0.57 Acre

421 W. Kalamazoo St: 165' x 198' – 0.75 Acre

Describe your proposal:

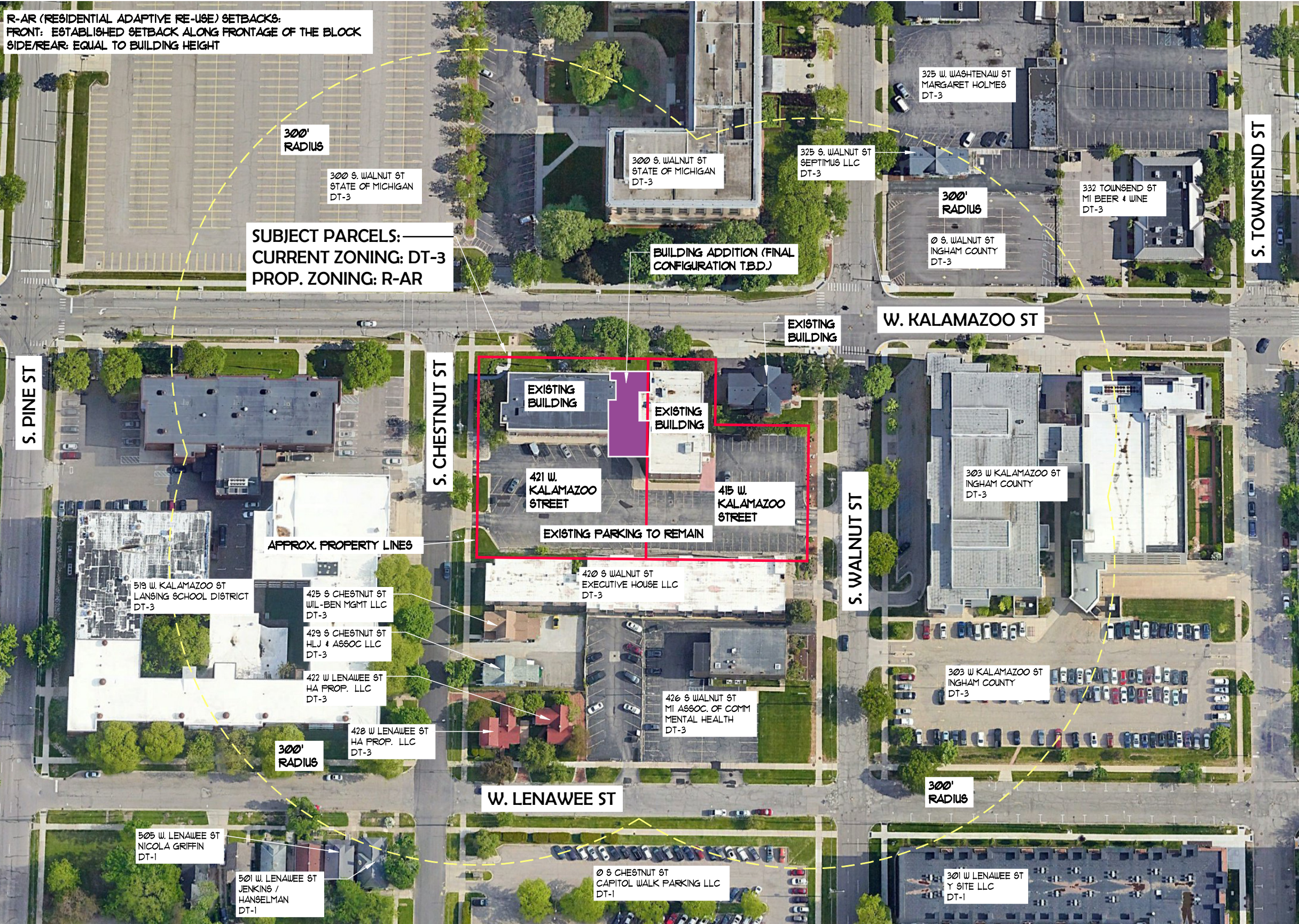
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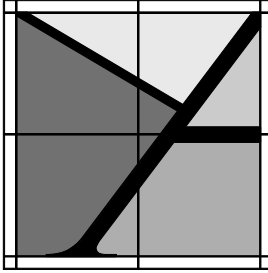
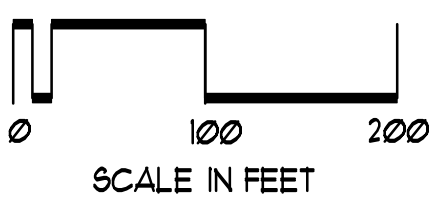
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Thank you for your consideration.



PRELIMINARY SITE PLAN

NOTE: THERE ARE NO ADJACENT RESIDENTIAL PARCELS, THEREFORE A BUFFERING / SCREENING PLAN IS NOT REQUIRED



MAYOTTEgroup
ARCHITECTS

VIRIDIS
Design Group

RE-ZONING AND SPECIAL USE REQUEST FOR:

CITY RESCUE MISSION OF LANSING

SUBJECT PARCELS:

415 W KALAMAZOO STREET
(33-01-01-16-354-122)

421 W KALAMAZOO STREET
(33-01-01-16-354-003)

LANSING, MICHIGAN

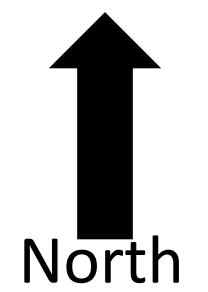
REVISED 6/26/2023

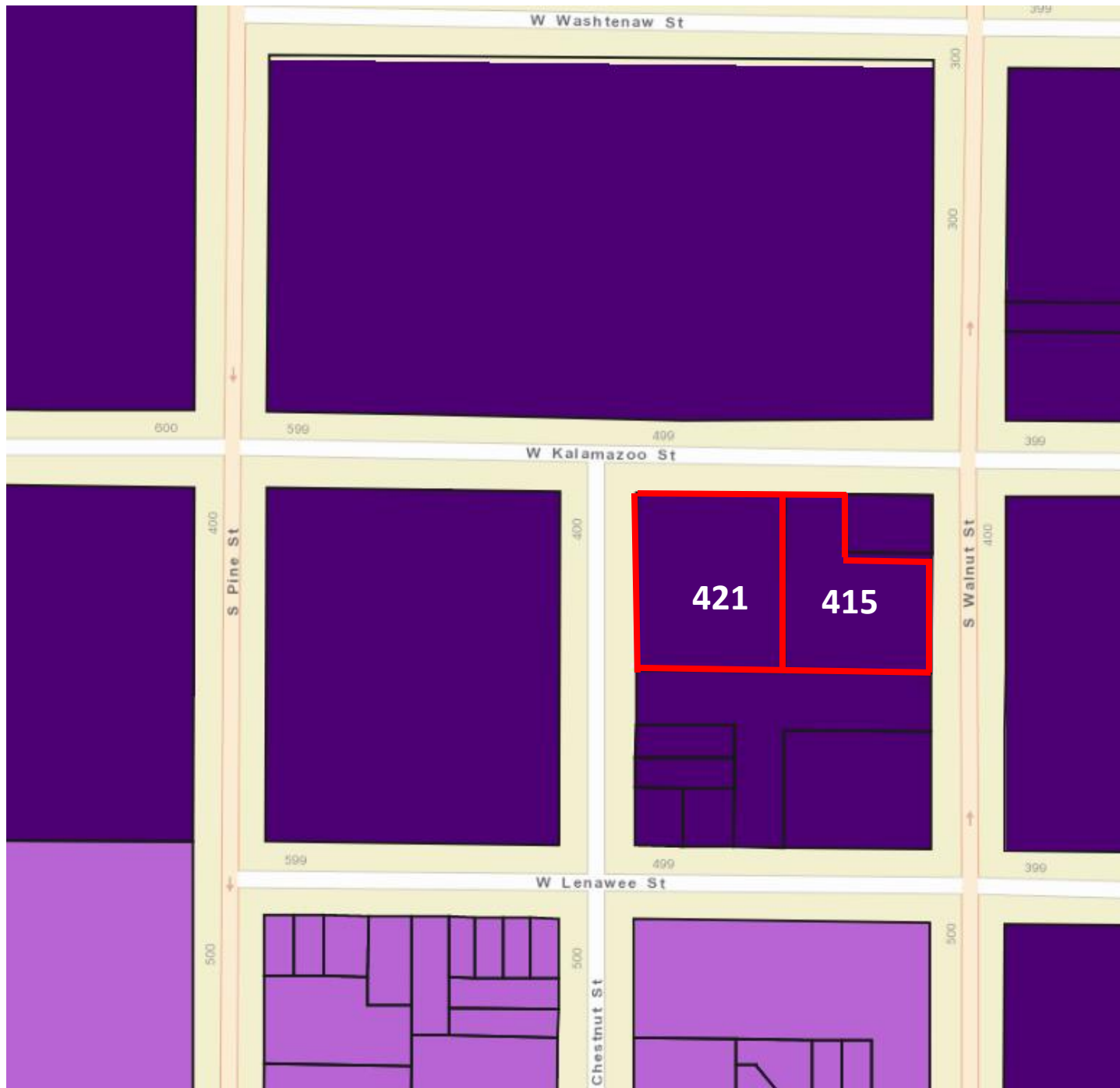
415 W. Kalamazoo



421 W. Kalamazoo

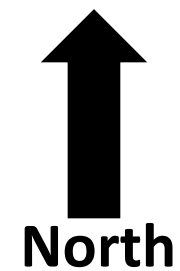






Zoning Districts

- R-1 - Suburban Detached Res.
- R-2 - Suburban Detached Res.
- R-3 - Suburban Detached Res.
- R-4 - Urban Detached Res.
- R-5 - Urban Detached Res.
- R-6A - Urban Detached Res.
- R-6B - Urban Detached Res.
- R-MX - Residential Mix
- MFR - Multi-Family Residential
- R-AR - Residential Adaptive Reuse
- S-C - Suburban Corridor
- MX-C - Mixed-Use Corridor
- MX-1 - Mixed-Use Neighborhood Center
- MX-2 - Mixed-Use Community Center
- MX-3 - Mixed-Use District Center
- DT-1 - Urban Edge
- DT-2 - Urban Flex
- DT-3 - Urban Core
- IND-1 - Suburban Industrial
- IND-2 - General Industrial
- IND-3 - Urban Industrial
- INST-1 - Suburban Institution
- INST-2 - Urban Institution



INTRODUCTION OF ORDINANCE

The following ordinance of the City of Lansing, Michigan, for amending the Code of Ordinances by providing for the rezoning of property located in the City of Lansing, Michigan, and for the revision of the district maps adopted by Section 1242.02 of the Zoning Ordinance for property located at:

Z-8-2023: 415 & 421 W. Kalamazoo Street, Rezoning from “DT-3” Urban Core to ‘R-AR” Residential Adaptive Reuse

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

Resolution #2023-###

By the Committee on Development and Planning
Resolved by the City Council of the City of Lansing

Resolved by the City Council of the City of Lansing that a public hearing be set for Monday, _____, 2023, at 7 p.m. in City Council Chambers, 10th Floor, Lansing City Hall, 124 W. Michigan Avenue, Lansing, Michigan, for the purpose of approving and/or opposing the Ordinance for rezoning:

Z-8-2023: 415 & 421 W. Kalamazoo Street, Rezoning from “DT-3” Urban Core to ‘R-AR” Residential Adaptive Reuse

**CITY OF LANSING
NOTICE OF PUBLIC HEARING**

Z-8-2023 & SLU-2-2023, 415 & 421 W. Kalamazoo Street

Rezoning from “DT-3” Urban Core to “R-AR” Residential Adaptive Reuse
Special Land Use Permit - Sheltered Care Facility

The Lansing City Council will hold a public hearing on Monday, , 2023 at 7:00 p.m. in Council Chambers, 10th Floor, Lansing City Hall, 124 W. Michigan Avenue, Lansing, Michigan to consider requests by VIRIDIS Design Group on behalf of the City Rescue Mission of Lansing to rezone the properties at 415 & 421 W. Kalamazoo Street from “DT-3” Urban Core to “R-AR” Residential Adaptive Reuse and for a special land use permit to operate a sheltered care facility at these locations.

For more information, please call Lansing City Council at 517-483-4177. If you are interested in this matter, please attend the public hearing or send a representative. Written comments will be accepted between 8 a.m. and 5 p.m. on City business days if received before 5 p.m., Monday, 2023 at the City Clerk’s Office, Ninth Floor, City Hall, 124 West Michigan Ave., Lansing, MI 48933 or email city.clerk@lansingmi.gov.

Chris Swope, City Clerk

Resolution #2023-###

By the Committee on Development and Planning
Resolved by the City Council of the City of Lansing

SLU-2-2023

**415 & 421 W. Kalamazoo Street
Sheltered Care Facility**

WHEREAS, the applicant, VIRIDIS Design Group on behalf of the City Rescue Mission of Lansing, has requested a special land use permit to authorize a sheltered care facility at 415 and 421 W. Kalamazoo Street; and

WHEREAS, a review was completed by staff evaluating the character, location, and impact of the proposal on the surrounding area, the environment, and public services as well as its consistency with the existing zoning and land use patterns in the area and with the objectives of the Design Lansing Comprehensive Plan; and

WHEREAS, the Planning Board held a public hearing on August 1, 2023 at which the applicant's representatives and 1 other person spoke in favor of the request and 5 persons spoke in opposition to the request; and

WHEREAS, the Planning Board, at its August 1, 2023, meeting, voted 5-1 to recommend approval of SLU-2-2023 for a special land use permit to authorize a sheltered care facility at 415 and 421 W. Kalamazoo Street; and

WHEREAS, the City Council held a public hearing regarding SLU-2-2023 on _____ 2023; and

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

NOW THEREFORE BE IT RESOLVED that the Lansing City Council hereby approves SLU-2-2023 for a special land use permit to authorize a sheltered care facility at 415 and 421 W. Kalamazoo Street.

BE IT FURTHER RESOLVED that this Special Land Use permit shall remain in effect only so long as the petitioner fully complies with this resolution, and if the petitioner fails to comply, the Special Land Use permit may be terminated by City Council Resolution.

BE IT FINALLY RESOLVED that in granting this request, the City Council determines the following:

1. The proposed shelter is anticipated to be harmonious with the character of adjacent properties and surrounding uses.
2. The proposed shelter will not change the essential character of the area.

3. There is no evidence that the proposed shelter will interfere with the enjoyment of adjacent properties.
4. The proposed shelter does represent an improvement to the property as it allows for adaptive reuse of two vacant office buildings.
5. The proposed shelter will not generate any nuisances or hazardous conditions.
6. The proposed shelter can be adequately served by public services and utilities, although some upgrades to the utility systems may be required to accommodate the increased usage generated by the proposed shelter.
7. Whether the proposed shelter will place demands on public services and facilities in excess of current capacities, resulting in the need for expansions/upgrades thereto, will be determined during the site plan review process.
8. The proposed shelter is consistent with the goals of the Zoning Code and the Design Lansing Comprehensive Plans.
9. There are no dimensional requirements that apply to this request.

501 S Capitol, LLC

Patrick N Smith
501 S Capitol, LLC
psmith@westpacinv.com
970-987-1413

July 21, 2023

Lansing Planning Commission
City of Lansing
16 N Capitol Ave
Lansing, MI 48933

Re: Objection to the Rezoning and Proposed Relocation of City Rescue Mission of Lansing (Z-8-2023 & SLU-2-2023)

Dear Members of the Lansing Planning Commission,

I am writing on behalf of 501 S Capitol LLC, to express our strong objection to the proposed relocation of the City Rescue Mission of Lansing to the properties at 415 and 421 W Kalamazoo St. 501 S Capitol, LLC is the developer of the mixed-use residential project at the 500 Block and has contributed \$40 million to revitalize this area and create a thriving community. Within the surrounding 3 blocks there has been recent and continuing investment of over \$200,000,000. This investment was made to revitalize and bring young families into the downtown core. To put the Rescue Mission in the middle of this revitalization is contrary to the goals of the community and the spirit of redevelopment.

We believe in the importance of addressing homelessness and providing care facilities for those in need, but we find it necessary to voice our concerns regarding the chosen location for the City Rescue Mission's relocation. The proposed rezoning from DT-3 Urban Core to R-AR Residential Adaptive Reuse, along with the special land use permit for operating a sheltered care facility, poses significant challenges for our investment community and the well-being of our residents and the surrounding community.

Our investment in the 500 Block was driven by the desire to establish a safe, welcoming, and vibrant community. The successful revitalization has attracted residents, local businesses, and contributed to the overall growth of the area. However, the potential relocation of the City Rescue Mission to the proposed location raises concerns pertaining to the safety and wellbeing of our community.

As we have witnessed in other areas, such facilities can attract issues like drug trafficking and increased homelessness activity. These concerns are not rooted in a lack of compassion for those in need but rather from the understanding that placing a sheltered care facility so close to our residential properties will negatively impact our residents' safety and quality of life. We have already faced challenges with homeless individuals engaging in undesirable activities on our property, and this could exacerbate the situation.

Given our significant investment and commitment to building a flourishing community, we respectfully request the Lansing Planning Commission to decline approval of the proposed rezoning and special land

501 S Capitol, LLC

use permit for the City Rescue Mission's relocation. We believe there are alternative locations that can better serve the needs of the homeless population without compromising the progress and safety of neighborhoods. We hope the Commission will carefully consider the potential consequences of this decision and work collaboratively to find a more suitable solution for all parties involved.

Thank you for your attention to this matter, and we look forward to participating in the public hearings.

Sincerely,

Patrick Smith
Manager

Resolution #2023-###

By the Committee on Development and Planning
Resolved by the City Council of the City of Lansing

Resolved by the City Council of the City of Lansing that a public hearing be set for Monday, _____, 2023, at 7 p.m. in City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, for the purpose of approving and/or opposing the following request for a Special Land Use Permit:

SLU-2-2023: 415 & 421 W. Kalamazoo Street, Special Land Use Permit for a Sheltered Care Facility

**CITY OF LANSING
NOTICE OF PUBLIC HEARING**

Z-8-2023 & SLU-2-2023, 415 & 421 W. Kalamazoo Street

Rezoning from “DT-3” Urban Core to “R-AR” Residential Adaptive Reuse
Special Land Use Permit - Sheltered Care Facility

The Lansing City Council will hold a public hearing on Monday, , 2023 at 7:00 p.m. in Council Chambers, 10th Floor, Lansing City Hall, 124 W. Michigan Avenue, Lansing, Michigan to consider requests by VIRIDIS Design Group on behalf of the City Rescue Mission of Lansing to rezone the properties at 415 & 421 W. Kalamazoo Street from “DT-3” Urban Core to “R-AR” Residential Adaptive Reuse and for a special land use permit to operate a sheltered care facility at these locations.

For more information, please call Lansing City Council at 517-483-4177. If you are interested in this matter, please attend the public hearing or send a representative. Written comments will be accepted between 8 a.m. and 5 p.m. on City business days if received before 5 p.m., Monday, 2023 at the City Clerk’s Office, Ninth Floor, City Hall, 124 West Michigan Ave., Lansing, MI 48933 or email city.clerk@lansingmi.gov.

Chris Swope, City Clerk

Resolution #2023-###

By the Committee on Public Safety
Resolved by the City Council of the City of Lansing

WHEREAS, the Transportation and Non-Motorized Section of the Public Service Department conducted a Traffic Signal Removal Study of the intersection of North Grand River Avenue and Willow Street to determine if the traffic volumes currently meet the Michigan Manual of Uniform of Traffic Control Devices (MMUTCD) Traffic Signal Warrants; and

WHEREAS, the Transportation and Non-Motorized Section study was conducted to determine if the signal should be modernized or removed; and

WHEREAS, based on field observations, the Transportation and Non-Motorized Section recommend removing the traffic signal at North Grand River Avenue and Willow Street due to the fact that the intersection no longer met any of the requirements for signalization; and

WHEREAS, the entering vehicular volumes on Willow Street at North Grand River Avenue currently meets the Multi-Way Stop application warrant; and

WHEREAS, the signal has been in an all red flash operation since May 10, 2022 with no issues reported or observed; and

WHEREAS, the minutes containing the Public Service Board's recommendation on this matter are on file with the City Clerk's office; and

WHEREAS, the Mayor concurs with the recommendation of the Public Service Board; and

WHEREAS, the Committee on Public Safety reviewed the report and concurs with the recommendation of the Public Service Board.

NOW, THEREFORE, BE IT RESOLVED, that the Lansing City Council approves Traffic Control Order No. 23-17, thereby authorizing the Transportation Engineer to remove the traffic signal at North Grand River Avenue and Willow Street and install all way stop signs at the intersection of North Grand River Avenue and Willow Street;

BE IT FINALLY RESOLVED that Traffic Control Order No. 23-17 shall become effective when signed by the Transportation Engineer and filed with the City Clerk and the appropriate stop signs are installed.

Report from the Secretary – 22-03
Traffic Control Request: Traffic Signal Removal Study
North Grand River Avenue & Willow Street

The Transportation and Non-Motorized Section of the Public Service Department conducted a Traffic Signal Removal Study of the intersection of North N. Grand River Avenue and Willow Street to determine if the traffic volumes currently meet the Michigan Manual of Uniform of Traffic Control Devices (MMUTCD) Traffic Signal Warrants. This study was conducted to determine if the signal should be modernized or removed.

Existing Roadway Characteristics

The intersection of N. Grand River Avenue and Willow Street is a typical signalized four-legged intersection. N. Grand River Avenue between W. Grand River Avenue/Seymour Avenue and the “Grand River” is a 40 feet wide 4-lane minor arterial/ collector roadway. N. Grand River Avenue between the south end of the bridge of the “Grand River” to North Street/ Grand River Avenue is a 40 feet wide roadway, striped as a 3 lanes roadway with one southbound lane and two northbound lanes. Willow Street between N Grand River Avenue and its termini to the east is a 30 feet wide two lane residential/collector roadway. Willow Street between N. Grand River Avenue and Pine Street is a 37 feet two lane minor arterial/collector roadway with a mix of residential and business’ units.

The northbound approach on N. Grand River Avenue is a two-lane approach which included a one 150-foot left turn lane, one shared thru-right turn lane, and one southbound acceptance lane. Bike lanes are present on both side of the roadway.

The southbound approach on N. Grand River Avenue is a two-lane approach with one southbound lane and one northbound lane. Bike lanes are present on both sides of the roadway.

The eastbound approach on Willow Street is a three-lane approach with one westbound shared thru-right turn lane, a 150-foot left turn lane, and one westbound acceptance lane.

The westbound approach on Willow Street is a two-lane approach with one west bound lane and one eastbound acceptance lane.

N. Grand River Avenue Parking Restrictions

Parking on N. Grand River Avenue north of Willow Street to the Grand River is prohibited on both sides.

Parking on the east side N. Grand River Avenue south of Willow Street is prohibit From Caesar Chavez Avenue to Willow Street.

Parking on the west side of N. Grand River Avenue is prohibited from Willow Street to 200 feet south of Willow Street; and from 325 feet S of Willow Street to Caesar Chavez Avenue.

Willow Street Parking Restrictions

Report from the Secretary – 22-03
Traffic Control Request: Traffic Signal Removal Study
North Grand River Avenue & Willow Street

Parking of the south side of Willow is prohibited from N. Grand River Avenue to 200 feet east of Willow Street

Parking on the north side of Willow Street is prohibited from Capitol Avenue to Willow Street

Parking on the North side of Willow Street west of N. Grand River is unrestricted from N. Grand River Avenue to Walnut Street.

Parking on the south side of Willow Street is prohibited from 200 feet east of Walnut Street to N. Grand River Avenue.

The intersection of N. Grand River Avenue and Willow Street is signalized and is located one block north of the intersection of W. Grand River Avenue and Seymour Avenue/N. Grand River Avenue which is under four-way stop control.

The traffic signal at N. Grand River Avenue and Willow Street was last modernized in 1988 when the Lansing Board and Water and Light performed a utility pole upgrade.

Existing Traffic Data:

Transportation staff collected traffic volumes on the approaches to the intersection of N. Grand River Avenue and Willow Street in March of 2022, after many of the Covid restrictions were lifted. At the time of this report, many State Agency employees are currently working remotely reducing the traffic volumes through this intersection. The traffic volumes collected I March of 2022 are significantly lower than data from 2016, therefore the 2016 traffic volume data will be used for this evaluation.

N. Grand River Avenue and Willow Street have had a reduction in daily traffic volumes over the past twenty plus years. Traffic volumes collected in October of 2016 revealed an average daily traffic (ADT) volumes are 4457 vehicles per day (VPD) on N. Grand River Avenue north of Willow Street, 3225 on N. Grand River south of Willow Street, 3700 vpd on Willow Street west of N. Grand River Avenue, and 1875 vpd on Willow Street east of N. Grand River Avenue.

A total of thirteen (13) crashes have been reported at this intersection within the past five years October 1, 2011 through October 1, 2016 and with two crashes involving pedestrians and turning vehicles. [Two (2) head-on lefts, one (3) right angle, five (4) rear ends, two (2) sideswipes and two (2) turning crashes involving Pedestrians.]

Report from the Secretary – 22-03
Traffic Control Request: Traffic Signal Removal Study
North Grand River Avenue & Willow Street

Analysis:

The traffic signal at the intersection of N. Grand River Avenue and Willow Street was evaluated against the Michigan Manual of Uniform Traffic Control Devices' "Traffic Signal Warrants" to justify the need for a traffic signal at this intersection. Summarized below are the data collected and the analysis of the Traffic Signal Warrants:

Warrant 1, Eight-Hour Vehicular Volume

The Minimum Vehicular Volumes, Condition A, is intended for application at locations where a large volume of intersecting traffic is the principal reason to consider installing a traffic control signal. **Does not meet the criteria for condition A.**

The Interruption of Continuous Traffic, Condition B, is intended for applications at locations where Condition A is not satisfied and where the traffic volume on a major street is so heavy that traffic on a minor intersecting street suffers excessive delay or conflict in entering or crossing the major street. **Does not meet the criteria for condition B.**

Warrant 1 is intended to be treated as a single warrant. If Condition A is satisfied then the criteria for Warrant 1 is satisfied and Condition B and the combination of Condition A and Condition B are not needed. Similarly, if Condition B is satisfied, then the criteria for Warrant 1 is satisfied and Condition A and the combination of Condition A and Condition B are not needed. **The combination warrant is not met.**

Condition A – Minimum Vehicular Volume									
Number of lanes for moving traffic on each approach		Vehicles per hour on major street (total of both approaches)				Vehicles per hour on higher-volume minor-street approach (one direction only)			
Major Street	Minor Street	100% ^a	80% ^b	70% ^c	56% ^d	100% ^a	80% ^b	70% ^c	56% ^d
1.....	1.....	500	400	350	280	150	120	105	84
2 or more...	1.....	600	480	420	336	150	120	105	84
2 or more...	2 or more...	600	480	420	336	200	160	140	112
1.....	2 or more...	500	400	350	280	200	160	140	112
Condition B – Minimum Vehicular Volume									
Number of lanes for moving traffic on each approach		Vehicles per hour on major street (total of both approaches)				Vehicles per hour on higher-volume minor-street approach (one direction only)			
Major Street	Minor Street	100% ^a	80% ^b	70% ^c	56% ^d	100% ^a	80% ^b	70% ^c	56% ^d
1.....	1.....	750	600	525	420	75	60	53	42
2 or more...	1.....	900	720	630	504	75	60	53	42
2 or more...	2 or more...	900	720	630	504	100	80	70	56
1.....	2 or more...	750	600	525	420	100	80	70	56

^a Basic minimum hourly volume

^b Used for combination of Condition A and B after adequate trial of other remedial measures

^c May be used when major-street speed exceeds 40 mph or in an isolated community with a population less than 10,000

^d May be used for a combination of Condition A and B after adequate trial of other remedial measures when major-street speed exceeds 40 mph or in an isolated community with a population less than 10,000

Warrant 1, Eight-Hour Vehicular Volume (Continued)

Report from the Secretary – 22-03
Traffic Control Request: Traffic Signal Removal Study
North Grand River Avenue & Willow Street

The table below summarizes the traffic volumes collected on the approaches to the intersection under study:

Intersection of N. Grand River Avenue and Willow Street:

Hour	Grand River (NB)	Grand River (SB)	Willow Street (WB)	Willow Street (EB)	Grand River Ave Volumes (Both Approaches)	Willow Street (highest approach volume)	Satisfies Condition A or B
00:00	8	14	6	13	22	13	No
01:00	3	10	3	19	13	19	No
02:00	5	6	2	13	11	13	No
03:00	6	3	1	5	9	5	No
04:00	8	6	4	8	14	8	No
05:00	17	23	9	17	40	17	No
06:00	36	56	23	46	92	46	No
07:00	52	209	41	85	261	85	No
08:00	70	175	44	131	245	131	No
09:00	72	151	58	122	223	122	No
10:00	87	129	49	119	216	119	No
11:00	100	208	57	158	308	158	No
12:00	136	277	87	186	413	186	No
13:00	117	226	74	146	343	146	No
14:00	109	180	72	174	289	174	No
15:00	141	223	111	214	364	214	No
16:00	154	207	108	210	361	210	No
17:00	137	229	102	176	366	176	No
18:00	92	136	70	146	228	146	No
19:00	67	106	47	97	173	97	No
20:00	65	67	36	78	132	78	No
21:00	42	43	24	53	85	53	No
22:00	20	24	12	35	44	35	No
23:00	10	25	14	36	35	36	No

The preceding table of 2016 traffic volumes at the intersection of N. Grand River Avenue and Willow Street do not satisfy Condition A or Condition B of Warrant 1 for any hour of the average day. Additionally, the 2016 traffic volumes do not meet the combination of Condition A and Condition B which allows 80% of the existing volumes to be used to determine if Warrant 1 is satisfied when neither Condition A or Condition B is met using 100% of the existing traffic volume.(See Appendix 1 - A).

Warrant 2, Four-Hour Vehicular Volume

The need for traffic signal control shall be considered if an engineering study finds that, for each of any four hours of an average day, the plotted points representing the vehicles per hour on the major street (total of both approaches) and the corresponding vehicles per hours on the higher volume minor-street approach (one direction only) all fall above the applicable curve in figure 4C-1 for the existing combinations of approach lanes. On the minor street, the higher volume shall not be required to be on the same approach during each of these four hours.

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Traffic Control Request: Traffic Signal Removal Study
North Grand River Avenue & Willow Street

The traffic volumes collected at this intersection **do not meet Warrant 2**, Four-Hour Vehicular Volume criteria, for any hour of an average day at the intersection of N. Grand River Avenue and Willow Street.(See Appendix 2 - A).

Warrant 3, Peak Hour

The Peak-hour Warrant is intended for use at a location where traffic conditions are such that for a minimum of one hour of an average day, the minor street suffers undue delay when entering or crossing the major street.

The need for traffic signal control shall be considered if an engineering study finds that the criteria in either of the following two categories are met:

- A. If all three of the following conditions exist for the same 1 hour of an average day:
 - i. The total stopped time delay experienced by the traffic on one minor-street approach (one direction only) controlled by a Stop sign equals or exceeds : 4 vehicle-hours for a one-lane approach; or 5 vehicle-hours for a two-lane approach, and
 - ii. The volume on the same minor-street approach (one direction only) equals or exceeds 100 vehicles per hour for one moving lane of traffic or 150 vehicles per hour for two moving lanes, and
 - iii. the total entering volume serviced during the hour equals or exceeds 650 vehicles per hour for intersections with three approaches or 800 vehicles per hour for intersections with four or more approaches.

The intersection is currently signalized and therefore Warrant 3A, condition i, cannot be reviewed for stop delay at this time. However Warrant 3A, condition ii and iii, can be reviewed for approach volumes.

The peak-hour side street volumes on the minor street are 76 vehicles and **do not meet** criteria of 100 vehicles per hour (vph) as required under Warrant 3A, condition ii.

The total entering volume for all approaches during the peak-hour of the side street is 662 vehicles. This **does not meet** the required 800 vph as required under Warrant 3A, condition iii.

Warrant 3, Peak Hour (Continued)

Although Warrant 3A, condition i, cannot be reviewed at this time, all three conditions must be met for Warrant 3A in order to consider the need for a traffic signal. Because Condition ii and iii are not met, Warrant 3A is not met.

- B. The plotted points representing the vehicles per hour on the major street (total of both approaches) and the corresponding vehicles per hour on the higher-volume minor-street approach (one direction only) for 1 hour of an average day falls above the applicable curve in Figure 4C-3 for the existing combination of approach lanes.

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A review of 2016 plotted traffic volumes at this intersection revealed that no plotted point fell above the graphed line for any hour of the average day. (See Appendix 3 - A)

The 2016 traffic volumes at the intersection of N. Grand River Avenue and Willow Street **do not meet** the criteria of the Warrant 3, Peak Hour Warrant.

Warrant 4, Pedestrian Volume

The need for a traffic signal may be considered where pedestrian volume crossing the major street at an intersection or mid-block location during an average day is: 100 or more for each of any four hours; or 190 or more during any one hour.

The pedestrian activity at the intersection of the N. Grand River Avenue and Willow Street intersection is minimal and **Warrant 4 is not met.**

Warrant 5, School Crossing

The School Crossing Warrant does not apply because the intersection of N. Grand River Avenue and Willow Street no longer serves as a school crossing or established school walking route.

Warrant 6, Coordinated Signal System

The Coordinated Signal System Warrant, or Progressive Movement Warrant, is satisfied when: On a two-way street, adjacent signals do not provide the necessary degree of platooning and the proposed or adjacent signals could constitute a progressive signal system.

The installation of a signal according to this warrant should not be considered where the resultant spacing is less than 1000 feet.

The signalized intersection of N. Grand River Avenue and Willow is not in the proximity of another Signalized intersection. However, the intersection of N. Grand River Avenue/Seymour Street and W. Grand River Avenue is a four-way stop that is located approximately 300 feet south of the intersection of N. Grand River Avenue and Willow Street.

Therefore, the criteria of this warrant, as it applies to the intersection of N. Grand River Avenue and Willow Street, **is not met.**

Warrant 7, Crash Experience

The need for a Traffic Control Signal shall be considered if an engineering study finds that all of the following criteria are met:

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A. Adequate trial of alternatives with satisfactory observance and enforcement has failed to reduce the crash frequency; and

B. Five or more reported crashes, of types susceptible to correction by a traffic control signal, have occurred within a 12-month period, each crash involving personal injury or property damage apparently exceeding the applicable requirements for a reportable crash; and

C. For each of any 8 hours of an average day, the vehicles per hour (vph) given in both the 80 percent columns of condition A (see Table, p.2), or the vph in both of the 80 percent columns of Condition B (see Table, p.3) exists on the major-street and the high-volume minor street approach, respectively, to the intersection, or the volume of pedestrian traffic is not less than 80 percent of the requirements in the Pedestrian Volume warrant. These major-street and minor-street volumes shall be on the same approach for during each of the 8 hours.

A review of reported traffic crash data for last 11 years (2011 – 2022) at the intersection of N. Grand River Avenue and Willow Street indicated a low incident of s at this intersection. This data is summarized in the table below:

N. Grand River Avenue and Willow Street Crash Data Table

Year	Crash Totals	Correctable Crashes*
2011	4	1 (0 injuries)
2012	2	1 (0 injuries)
2013	3	2 (1 injuries)
2014	0	0 (0 injuries)
2015	1	1 (1 injuries)
2016**	2	2 (1 injuries)
2017	0	0 (0 injuries)
2018	0	0 (0 injuries)
2019	1	1 (0 injuries)
2020	0	0 (0 injuries)
2021	0	0 (0 injuries)
2022**	0	0 (0 injuries)
Total	12	7 (5 injuries)

*Potentially Correctable Crashes by Traffic Signal Installation

** January through March

There has been no 12 month period within the last five years where there have been 5 or more reported crashes that are potentially correctable at this intersection, which is currently under traffic signal control.

Warrant 7, Crash Experience(continued)

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North Grand River Avenue & Willow Street

Criteria A and B cannot be analyzed since this intersection is already signalized. However, Criteria C is not satisfied. The 80% approach volumes for a one-lane approach on both streets do not meet the established minimums in condition A or B.

Warrant 7, Crash Experience, has not been satisfied as not all conditions have been met. No further analysis is required.

Warrant 8, Roadway Network

This warrant applies to an intersection of two major routes. Warrant 8 is satisfied when one or both of the following criteria are met:

- A. Has a total existing, or immediately projected, entering volume of at least 1,000 vehicles during the peak hour and has five-year projected volumes, based on an engineering study, which meet one or more of Warrants 1,2, and 3.
- B. Has a total existing or immediately projected entering volume of at least 1,000 vehicles for each of any five hours of a non-normal business day (Saturday and/or Sunday).

Although N. Grand River Avenue and Willow Street are designated as major streets, criteria A and B are not satisfied and Warrant 8 **is not met**.

Further Analysis – Multi-Way Stop Control

The MMUTCD offers criteria for the installation of Multi-Way Stop Control at intersections that do not currently meet the Warrants for the Installation of a Traffic Signal. The criteria for the installation on Multi-Way Stop Control which will be evaluated against traffic volumes that were collected at the intersections of N. Grand River Avenue and Willow Street as well as Crash Data, and site specific observations of the intersection's traffic operations:

Section 2B.07 Multi-Way Stop Applications

Guidance:

03 The decision to install multi-way stop control should be based on an engineering study.

04 The following criteria should be considered in the engineering study for a multi-way STOP sign installation:

A. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.

B. Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.

C. Minimum volumes:

1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and

2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but

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North Grand River Avenue & Willow Street

3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.

D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

Option:

05 Other criteria that may be considered in an engineering study include:

A. The need to control left-turn conflicts;

B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;

C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the

intersection unless conflicting cross traffic is also required to stop; and

D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

Hour	Grand River (NB)	Grand River (SB)	Total Number of Vehicles Entering from Grand River	Willow Street (WB)	Willow Street (EB)	Total Number of Vehicles Entering from Willow	Satisfies 300 vehs/hr for Grand River	Satisfies 200 vehs/hr for Willow
00:00	11	11	22	18	6	24	No	No
01:00	5	4	9	8	6	14	No	No
02:00	5	3	8	4	4	8	No	No
03:00	3	4	7	4	3	7	No	No
04:00	4	7	11	6	4	10	No	No
05:00	12	15	40	17	5	22	No	No
06:00	25	50	75	47	14	61	No	No
07:00	53	183	236	114	44	158	No	No
08:00	51	140	191	90	50	140	No	No
09:00	48	76	124	64	32	96	No	No
10:00	70	127	197	102	47	169	No	No
11:00	97	217	314	139	48	187	Yes	Yes
12:00	126	247	373	157	64	221	Yes	Yes
13:00	97	222	319	142	56	198	Yes	Yes
14:00	95	170	265	141	62	203	No	Yes
15:00	106	200	306	172	77	249	Yes	Yes
16:00	131	198	329	172	68	240	Yes	Yes
17:00	130	199	329	178	67	245	Yes	Yes
18:00	82	158	240	135	48	183	No	Yes
19:00	61	117	178	101	42	143	No	No
20:00	58	58	116	74	27	101	No	No
21:00	29	30	59	52	23	75	No	No
22:00	22	25	47	38	16	54	No	No
23:00	15	18	33	22	12	34	No	No

Above: 2016 traffic volume table

The signal analysis indicated that a traffic signal at the intersection of N. Grand River Avenue and Willow is no longer warranted because traffic volumes and the crash

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North Grand River Avenue & Willow Street

experience at the intersection do not satisfy any Warrant for traffic signal installation found in the MMUTCD.

There have not been five or more correctable crashes at this intersection while it has been under traffic signal control.

The 2016 traffic volume table illustrates the current traffic volumes entering the intersection of N. Grand River Avenue and Willow Street. The MMUTCD criteria found in C 1. Of the Multi-Way Stop Control Applications is that vehicular volume entering from the major street (N. Grand River Avenue) have at least 300 vehicles per hour for any 8 hours of the average day. The vehicular traffic entering the intersection of N. Grand River Avenue and Willow Street currently meet the 300 vehicles per hour for only 6 hours of the average day. The entering vehicular volumes on N. Grand River Avenue **do not currently meet** the Multi-Way Stop Application Warrant.

From the table above, vehicular traffic entering the intersection on the minor street (Willow Street) 200 vehicles per hour for 8 hours of the average day, which can be found in C 2. criteria for Multi-Way Stop Applications of the MMUTCD. The entering vehicular volumes on Willow Street **currently meets** the Multi-Way Stop Application Warrant.

Optional criteria that may be used to justify multi-way stop control at an intersection may be the need to control left-turn conflicts, vehicles pedestrian conflicts, sight distance issues and the intersection of two residential neighborhood collector streets of similar design.

There have been three head-on left and two angle crashes from 2011 through October 1, 2016, as well as one crash involving a pedestrian during the same period. A multi-way stop controlled intersection may correct these types of crashes by requiring all drivers to come to a complete stop, accessing the conditions at the intersection then proceeding through the intersection when it is safe to do so.

Recommendations

Transportation and Non-Motorized Section of the Public Service Department staff recommends the following:

1: Restriping the pavement marking on the south leg of Grand River Avenue to provide one northbound approach lane, one southbound acceptance lane, NB and SB bike lanes and extend Parking on the west side of N. Grand River Avenue to 25 feet south of the Willow Street Right-of-Way. This will match that lane configuration on the north leg on N. Grand River Avenue north of Willow Street and provide additional parking for the expanding business located at the SW quadrant of the intersection.

2: Restriping the pavement markings on the west leg of Willow Street to provide one eastbound approach lane and one westbound acceptance lane and extend the

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parking on the south side of Willow Street to 25 feet west of the N. Grand River Avenue right-of-way line. This will match the lane configuration on the east leg of Willow Street.

3: Place the traffic signal at the intersection of N. Grand River Avenue and Willow Street into an all-red flash mode for 60 to 90 days to study the impacts (crashes and traffic operations) of removing the traffic signal before installing four-way stop control.

4: After the study period, the Transportation and Non-Motorized Section of the Public Service Department will perform one of the following two options:

a: If study identifies safety and or operational issues: return the intersection to signalized operation and re-stripe the intersection to conditions prior to the study.

b. If no safety or operational issues identified: Remove the traffic signal and install all-way stop signs.

Follow Up After Items 1, 2 and 3 above were completed.

The Transportation and Non-Motorized Section of the Public Service Department conducted a follow up study of the all-way stop control operation at the intersection of Grand River Avenue and Willow Street as requested by the General Services Committee.

The traffic signal at Grand River Avenue and Willow Street was placed in an all red flash operation, on May 10, 2022 requiring all vehicles entering the intersection to stop prior to entering the intersection.

Field observations by Transportation and Non-Motorized Section staff has revealed no traffic operations issues with traffic traveling through the intersection under all-way stop control.

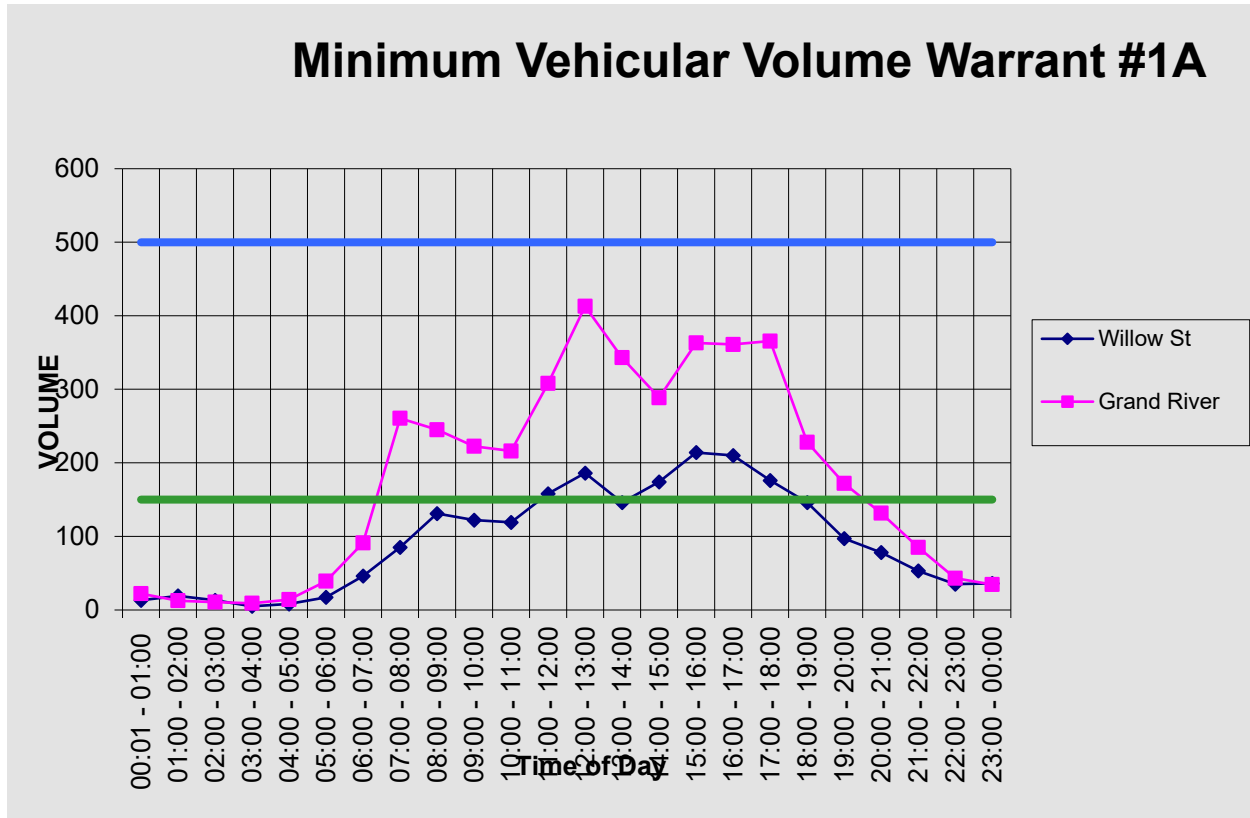
The Transportation and Non-Motorized Section has review the reported crashes at the intersection Grand River Avenue and Willow Street for the period of May 11, 2022 through October 31, 2022. This investigation revealed no reported crashes during this period.

The Transportation and Non-Motorized Section has not received complaints or responses from the residents regarding traffic at or near this intersection based on the above changes to the roadway pavement marking or the operations at the intersection.

Therefore, The Transportation and Non-Motorized Section recommends that the traffic signal at the intersection be removed stop signs be installed on all approaches to the intersection of Grand River Avenue and Willow Street.

Report from the Secretary – 22-03
Traffic Control Request: Traffic Signal Removal Study
North Grand River Avenue & Willow Street

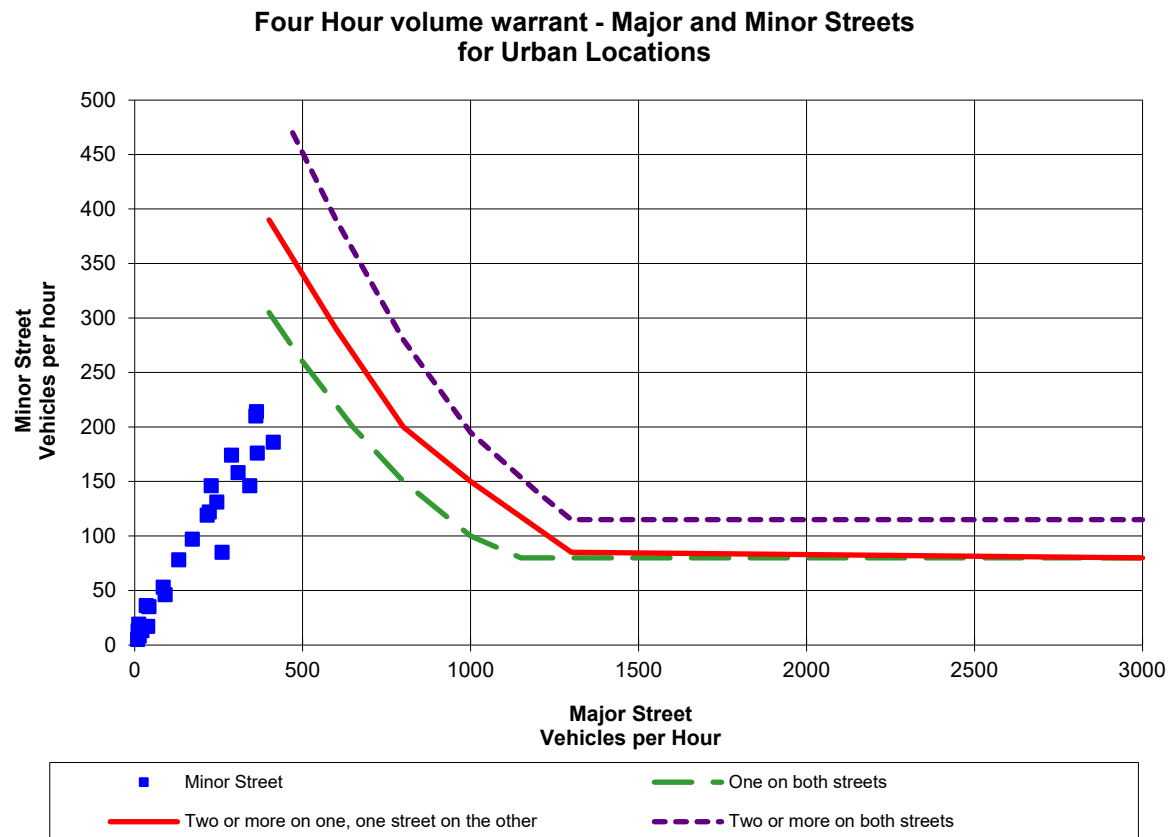
APPENDIX 1-A
EIGHT HOUR VEHICULAR VOLUME WARRANT 1: N. Grand River Avenue & Willow
Street.



Report from the Secretary – 22-03
Traffic Control Request: Traffic Signal Removal Study
North Grand River Avenue & Willow Street

APPENDIX 2-A

FOUR HOUR VOLUME WARRANT 2: N. Grand River Avenue & Willow Street



**CITY OF LANSING
TRAFFIC CONTROL ORDER**

ORDER NUMBER: 23-17

FILE: North Grand River Avenue and Willow Street

In accordance with the Michigan Uniform Traffic Code R 28.1126 Rule 126, an investigation of the traffic conditions at the intersection of Grand River Avenue and Willow Street has been made; and as a result of said investigation, it is hereby directed that:

All traffic shall be required to stop prior to entering the intersection at NORTH GRAND RIVER AVENUE and WILLOW STREET.

The existing regulation requiring traffic be controlled by a traffic signal at the intersection of NORTH GRAND RIVER AVENUE and WILLOW STREET is hereby rescinded.

Any conflicting traffic regulations on the following Traffic Control Order(s) is/are hereby rescinded: n/a

APPROVED BY THE CITY COUNCIL OF THE CITY OF LANSING ON: _____

ISSUED BY: _____

DATE: _____

Mitchell Whisler
Interim Transportation Engineer

RECEIVED FOR FILING: _____

SIGNED BY: _____

Date

Chris Swope
City Clerk

DATE OF FILING WITH CITY CLERK: _____

Resolution #2023-###

By the Committee of the Whole
Resolved by the City Council of the City of Lansing

**License Revocation – Energy Event Center, 3222 S. MLK Jr BLVD STE 41A
Lansing, MI. 48910**

WHEREAS, Energy Event Center has previously been issued a Cabaret license by the City and;

WHEREAS, the City has received of notice of alleged violations of federal, state law and local ordinances and;

WHEREAS, in accordance with the Codified Ordinances of Lansing, Michigan, Section 808.08, before revoking a Cabaret license, Council or its designated hearing officer shall hold a hearing on the matter and serve notice to the license holder and any other person known to have a legal interest in such license, by first-class mail, posted not less than five (5) days prior to such hearing, and;

WHEREAS, a request for revocation hearing was placed in the City Clerk's Office on August 7, 2023 and;

NOW, THEREFORE, BE IT RESOLVED, that the Lansing City Council hereby sets a hearing to be held _____, 2023 in _____, City Hall, 124 W. Michigan Ave, Lansing, Michigan as provided in Chapter 808, Section 808.08 of the Codified Ordinances of Lansing, Michigan, to receive evidence from the parties; that the parties be given an opportunity to appear and be heard, and thereafter, to consider the revocation of the Cabaret License held by Energy Event Center at 3222 S. MLK Jr BLVD Ste 41A, Lansing Michigan.

BE IT FINALLY RESOLVED, that the City Council designate Elizabeth O'Leary as hearing officer who will secure a court reporter for preparing a transcript; will prepare a summary of findings of fact; and will provide a recommendation to City Council to comport with the requirements of Section 808.08 of the Lansing Codified Ordinances.



Andy Schor, Mayor

Lansing Police Department

Office of the Chief of Police

Chief Ellery Sosebee

120 West Michigan Avenue

Lansing, MI 48933

Phone: (517) 483-4606

Fax: (517) 483-4617

ellery.sesebee@lansingmi.gov



Ellery Sosebee, Chief

August 4, 2023

To Lansing City Council Members –

AUG 7'23 10AMCLERK

As a result of a recent mass shooting incident and the significant police and first responder resources expended to preserve life and safety, I am requesting that the Lansing City Council take immediate action in the form of setting a hearing to consider the revocation of Energy Event Center's Cabaret License located at 3222 S. MLK Jr Blvd Suite 41A, Lansing, MI, pursuant to Lansing City Ordinance 808.08. There are significant health and safety concerns as it relates to members of the public attending events at this location given the significant gun violence that has recently occurred at the premises.

On July 30, 2023, an event was held at the Energy Event Center for a concert. Hundreds of people were in attendance for this event. At approximately 1:00 a.m., Lansing Police responded to reports of a shooting at this location. When officers arrived, a large crowd of people were present in the parking lot and multiple shooting victims were identified. In total, five shooting victims were located, ranging in age from 15-26 years old. Two of the victims of this shooting are still hospitalized in critical condition.

In response to this significant incident, 26 Lansing Police Officers responded to the scene. Due to the size and unruly nature of the crowd, LPD requested assistance from neighboring jurisdictions, and eight additional officers responded. Upon investigation, several persons of interest were detained, and eight firearms were recovered. In the parking lot alone, 70 spent bullet casings were located.

It appears that security personnel were present for the event, but Lansing Police has determined that there were no security guards to monitor the parking lot during the event. Clearly the presence of these security guards inside of the venue did nothing to deter the violent encounter from escalating to discharging firearms on the premises.

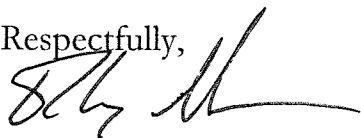
While Energy Event Center does not hold a license to sell or provide alcohol, a review of body worn camera footage of LPD officers on scene shows several individuals drinking out of alcoholic containers while on the premises, in violation of law. Many of the attendees at this event were minors and may have been allowed access to alcohol.

"Capital City's Finest"

Based on this incident, it is clear that Energy Event Center is unable or unwilling to maintain the peace during its events and has not taken adequate steps to protect life and safety for patrons at its events. Lansing City Ordinance relating to Cabaret licenses specifically defines “premises” as “the entire lot on which a cabaret is located, all parking, parking lots, and parking facilities intended for use by patrons of the cabaret and all surrounding areas within 1,500 feet of the boundaries of the lot on which the cabaret is located.” The fact that this incident occurred in the parking lot of the location does not negate the responsibility of the cabaret license holder to take affirmative steps to ensure the safety of the public for its events.

As Chief of Police, it’s my job to ensure that our police department maintains order, preserves public safety, and fosters a better quality of life for those who live, work, and visit the Capital City. Energy Event Center is not doing enough to regulate the events that it hosts and is not proactively working to prevent altercations. We do not want to further expose future patrons, visitors, and residents to this type of violence. Please accept my strongest urging for the Lansing City Council to take appropriate action to revoke Event Energy Center’s Cabaret license.

Respectfully,



Ellery Sosebee
Chief of Police
Lansing Police Department
120 W. Michigan Ave
Lansing, MI 48933
Ellery.Sosebee@lansingmi.gov

Resolution #2023-###

By the Committee on Development and Planning
Resolved by the City Council of the City of Lansing

Resolution to Revoke an Obsolete Property Rehabilitation Exemption Certificate
700 May St.

WHEREAS, on September 26th, 2022, the Lansing City Council adopted Resolution #2022-241 to approve an application filed by Summit Street Development, LLC requesting an Obsolete Property Rehabilitation Exemption Certificate (OPRA Certificate) for a period of 12 years on property legally described as COM AT THE SW CORNER OF SECTION 10, TH N00D31'32"W 390.58 FT (RECORDED AS N00D35'41"W 392.72 FT) TO POB: TH N00D31'32"W 121.20 FT; TH N82D26'00"E 86.98 FT; NO 82D58'07"E 15.01 FT; S89D51'56"E 140.63 FT; S89D44'56"E 55.83FT; S00D28'26"W ALONG A BLDG WALL LINE 398.36 FT TO NORTH LINE OF MOTOR WHEEL LOFTS; TH N89D39'09"W 14.74 FT, S00D20'51"W 3.70 FT, N89D39'09"W 120.70 FT, N00D20'51"E 182.13 FT AND N89D39'09"W 50.84 FT; N00D20'51"E 84.23 FT; N89D39'09"W 108.50 FT TO POB, CONTAINING 1.83 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND RESTRICTIONS, IF ANY. SPLIT/COMBINED ON 02/01/2018 FROM 33-01-01-10-353-006. Parcel Number: 33-01-01-10-353-008, commonly known as 700 May St, Lansing, Michigan (Property) pursuant to Public Act 146 of 2000, as amended (the OPRA Act); and

WHEREAS, on November 15, 2022, the State Tax Commission approved the OPRA Certificate #3-22-0027 for Summit Street Development, LLC for the Property, beginning December 31, 2022, and ending December 31, 2034; and

WHEREAS, Section 12 of the OPRA Act states that upon receipt of a request by certified mail to the legislative body of the qualified local governmental unit by the holder of an OPRA Certificate requesting revocation of the Certificate, the legislative body of the qualified local governmental unit may, by resolution, revoke the Certificate; and

WHEREAS, the legislative body of the City of Lansing has received a request by certified mail from Summit Street Development, LLC, the holder of OPRA Certificate #3-22-0027, requesting revocation of the OPRA Certificate; and

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council hereby revokes OPRA Certificate #3-22-0027 previously granted to Summit Street Development, LLC for property located at 700 May St, Lansing, Michigan.

BE IT FINALLY RESOLVED that the City Clerk shall immediately cause a certified copy of this resolution to be filed with the Michigan State Tax Commission.



OFFICE
700 May Street
Lansing, MI 48906

MAILING
PO Box 12147
Lansing, MI 48901

PHONE
517-862-5448

EMAIL
harry@hincive.com

WEB
www.hincive.com

July 27, 2023

Mr. Chris Swope
Lansing City Clerk's Office
City Hall / Main Office
124 W Michigan Avenue, 9th Floor
Lansing, MI 48933

Certified mail # 9589 0710 5270 0658 0738 42

Re: Revocation of OPRA certificate number 3-22-0027

Dear Chris:

Per section 125.2792 of the Obsolete Property Rehabilitation Act (2000), I am writing to request revocation of OPRA certificate number 3-22-0027. Due to the COVID-19 pandemic and changing market conditions, the project as originally described will not be completed.

The project scope has changed from commercial to residential and it is our intent to seek Neighborhood Enterprise Zone designation once the OPRA revocation process is complete.

If you require additional information, please let me know.

Respectfully,

A handwritten signature in black ink, appearing to read 'H. H. Hepler', written over a light blue horizontal line.

Harry H. Hepler
President, H Inc.

cc: Ms. Sharon L. Frischman via Sharon.frischman@lansingmi.gov
Mr. Kris Klein via kris@lansingedc.com

JUL26'23 10AMCLERK

Maintaining History

•
Developing Tomorrow

Resolution #2023-###

By the Committee _____
Resolved by the City Council of the City of Lansing

WHEREAS, the Mayor has made the appointment of Kathleen Johnston-Calati as an At-Large member of the Historic District Commission for a term to expire June 30, 2024; 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 _____ took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Kathleen Johnston-Calati as an At-Large member of the Historic District Commission for a term to expire June 30, 2024.

Resolution #2023-###

By the Committee _____
Resolved by the City Council of the City of Lansing

WHEREAS, in Resolution 2023-168, the City of Lansing established the Red Cedar/South Frandor Social District within the City; and

WHEREAS, CP LANSING-RED CEDAR LLC, a North Carolina Limited Liability Company, 3150-3160-3170 E. Michigan Ave., Lansing, MI 48912 is located within the previously established commons area of the Red Cedar/South Frandor Social District; and

WHEREAS, CP LANSING-RED CEDAR LLC has requested that the City of Lansing approve it as a qualified entity that may apply for a social district permit issued by the Michigan Liquor Control Commission; and

WHEREAS, the Committee on _____ reviewed the request with affirmative action taken.

NOW, THEREFORE, BE IT FURTHER RESOLVED, the Lansing City Council, hereby, approves the request from CP LANSING-RED CEDAR LLC, a North Carolina Limited Liability Company, 3150-3160-3170 E. Michigan Ave., Lansing, MI 48912 to be added as a qualified licensee to the Red Cedar/South Frandor Social District.

BE IT FINALLY RESOLVED, the City Clerk shall notify the Michigan Liquor Control Commission of the addition of CP LANSING-RED CEDAR LLC as a qualified licensee who may apply for a social district permit.

Lansing Social Districts Package – June 2023

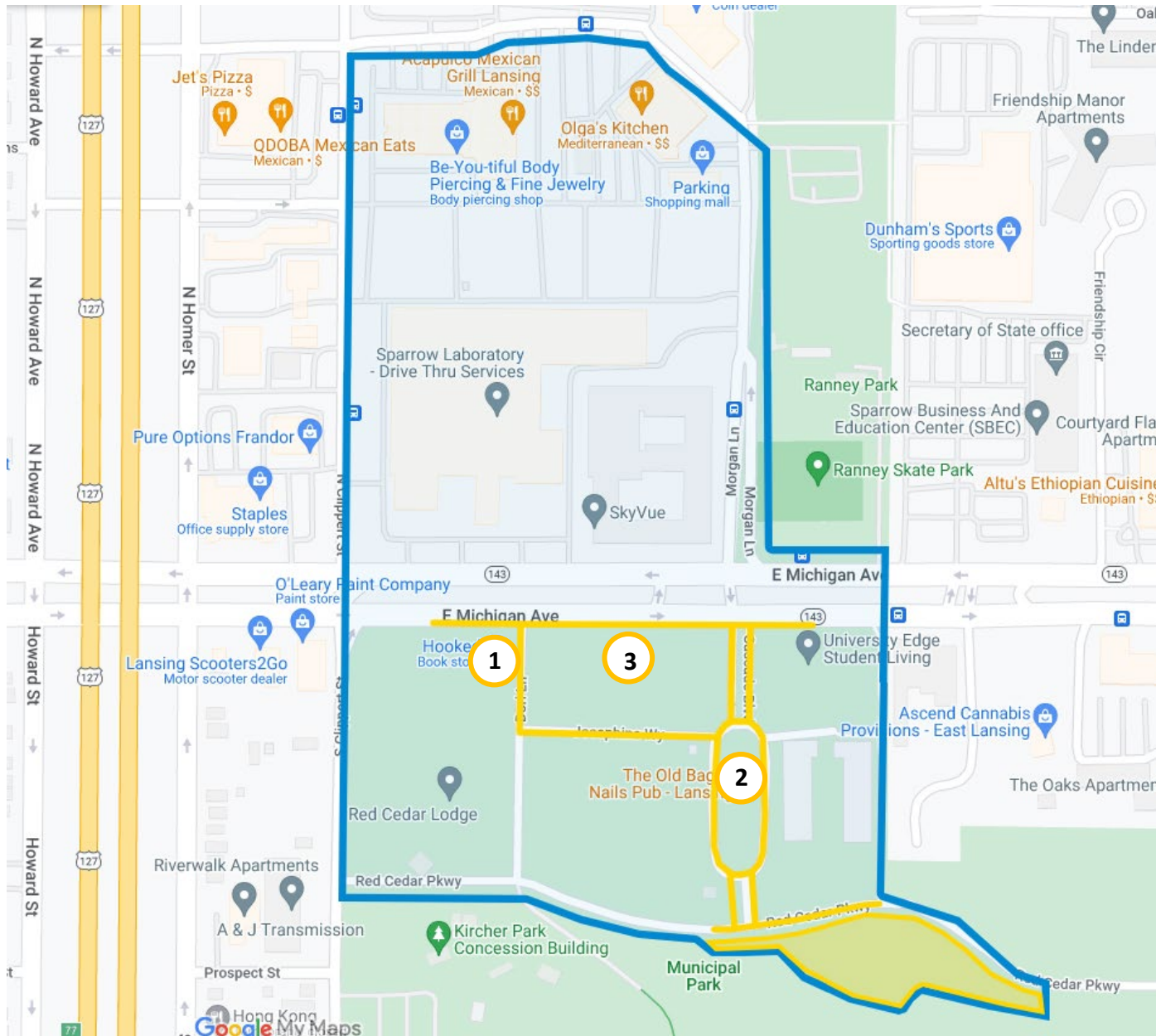
LIQUOR LICENSEES ELIGIBLE FOR RED CEDAR/SOUTH FRANDOR SOCIAL DISTRICT PERMITS:

1. Licensee: HOOKED COMMUNITY LLC
DBA: HOOKED
Address: 3142 E MICHIGAN AVE LANSING, MI 48912
2. Licensee: OLD BAG OF NAILS PUB - LANSING, LLC (AN OHIO LIMITED LIABILITY COMPANY)
DBA: OLD BAG OF NAILS PUB
Address: 210 CASCADE BLVD LANSING, MI 48912
3. Licensee: CP LANSING-RED CEDAR LLC (A NORTH CAROLINA LIMITED LIABILITY COMPANY)
DBA:
Address: 3150-3160-3170 E. MICHIGAN AVE. LANSING, MI 48912

Lansing Social Districts Package – June 2023

Red Cedar/South Frandor Social District & Common Areas Map

DRAFT



- = Social District Boundary
- = Common Areas (Includes Amphitheater Area)

Road closures will not be necessary in the designated Commons Area. Pedestrian traffic will occur on sidewalks, public spaces, River Trail, etc. as identified on the map.

Commons area along Michigan Ave. will be on sidewalks along Michigan Ave., not down the middle of the street as this is a state trunkline.

LIQUOR LICENSEES ELIGIBLE FOR RED CEDAR SOCIAL DISTRICT PERMITS:
See Page XX

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor
FROM: Stephanie Robinson, Senior Buyer
DATE: July 25, 2023
SUBJECT: Sole Source Purchase – Kennedy Industries Inc.

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 Wastewater Division

Vendor: Kennedy Industries Inc

Item Purchased: Pump for Flygt Vertical Dry Pit Sewage Pump

Dollar Amount: \$ 77,739.00 from 590-933610-970000-20194 – Pump Station Improvements

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

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

slr

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson, Senior Buyer

DATE: July 21, 2023

SUBJECT: Sole Source – Kennedy Industries – Vertical Dry Pit Pump

The Public Service Department Wastewater Division requests that Kennedy Industries be designated as a Sole Source vendor for the Flygt Vertical Dry Pit Pump.

Please see the attached letter from Bill Brunner, Rory Moss and Andrew Kilpatrick regarding the request.

Based on the attached letter we recommend issuing a sole source purchase order to Kennedy Industries, in the amount of \$ 77,739 per the request of the Public Service Department Wastewater Division account # 590.933610.970000-52107

Attachment

Date: _____

Approved _____ Denied _____

Andy Schor, Mayor



July 7, 2016

Tim Goudy
Territory Manager
Flygt Products
14125 South Bridge Circle
Charlotte, NC 28273

To whom it may concern:

Kennedy Industries, Inc. is Flygt's exclusive authorized sales, maintenance repair and service distributor in Lower Michigan for Flygt products.

Contact information is as follows:

Kennedy Industries, Inc.
4925 Holtz Drive
Wixom, MI 48393

248-684-1200 Phone / 248-684-6011 Fax

Email: info@kennedyind.com Website: www.kennedyind.com

If you have any questions please feel free to contact me @ 513-250-6270.

Sincerely,

Tim Goudy

Tim Goudy

Territory Manager
Flygt Products - A Xylem Brand

Office: 1.513.239.4409 Mobile: 1.513.250.6270 Email: Tim.Goudy@Xyleminc.com



Virg Bernero, Mayor

**PUBLIC SERVICE
DEPARTMENT**

Wastewater Division
1625 Sunset Avenue
Lansing, Michigan 48917
(517) 483-4404

FAX: (517) 483-4536

<http://publicservice.cityoflansingmi.com/pubwater/>



To: Stephanie Robinson, Senior Buyer
From: William H. Brunner, Plant Engineer *WB*
Date: July 18, 2023
**Subject: Recommendation of Sole Source Contractor
Flygt Pump for Raw Sewage Pump Station**

I recommend that Kennedy Industries (Kennedy) be awarded the work, as a sole-source supplier, to provide a Flygt Submersible vertical dry-pit pump for \$77,739.00. This pump will replace an existing pump that is at the end of its useful life in the Raw Sewage Pump Station. Kennedy's quotation and a letter from Flygt Products stating that Kennedy is its exclusive sales, maintenance repair and service distributor in Lower Michigan, are attached,

The Raw Sewage Pump Station, located at the Lansing Wastewater Treatment Plant, services an area that lies primarily to the west and south of the plant. A small pump is used for low flow operation, and 3 larger pumps are available for high flow conditions. During wet weather events, rainwater infiltration causes the flow to the pump station to spike, and all 3 large pumps in the station run, pushing over 6,000 gallons per minute. It is important to get the failed pump replaced with a reliable, long-lasting pump.

There are several reasons why we would like to sole-source Flygt as the pump manufacturer.

1. Service by the pump supplier, Kennedy Industries, has been very good and they are highly responsive.
2. The operators are familiar with Flygt pumps and they have been reliable in the wastewater treatment and collection system.
3. Operation and maintenance of the pumps will be similar to the other Flygt pumps that the operators already maintain.
4. The Flygt pump uses the source water for cooling. Other pumps use a potable water source for cooling, which increases the operating cost. Also, piping must be extended to the pump and maintained. Maintenance on the pump seals requires disconnecting and reconnecting the water source.

Funds are allocated for this project in the following account:

\$77,739.00 590-933610-970000-52107 WWTP Capital Maintenance

If you have any questions regarding this recommendation, please contact me at your earliest convenience. Thank you for your assistance.

Approved: _____

R. Keith Moss
R. Keith Moss, Wastewater Division Superintendent

Approved: _____

Andrew Kilpatrick
Andrew Kilpatrick, P.E., Director of Public Service

QUOTATION		
DATE	NUMBER	PAGE
7/17/2023	0043640	1 of 1

B LAN115
I CITY OF LANSING
L 124 W. MICHIGAN AVE.
T LANSING, MI 48933
O

Accepted By: _____

Date: _____

PO#: _____

Ship To: _____

ATTENTION:
BILL BRUNNER 517-483-4018 bill.brunner@lansingmi.gov

WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:

CUSTOMER REF/PO#	JOB TITLE	SLP	SHIPPING TYPE
QUOTE	LANSING WASTE WATER TREATMENT, WWTP PUMP STATION, FLYGT, WASTE WATER	REA/CJH	FREIGHT ALLOWED
QTY	DESCRIPTION		

(1) FLYGT VERTICAL DRY-PIT SEWAGE PUMP, MODEL NT3202.185-641 WITH HIGH CHROME IMPELLER AND INSERT RING. RATED FOR 2,400 GPM @ 43' TDH, 45 HP, 3 PHASE, 460 VOLT WITH 8" DISCHARGE AND 12" SUCTION WITH 50 FT. MOTOR AND SENSOR CABLE. PUMP EQUIPPED WITH SEAL FAIL/HIGH TEMP CABLE.

(1) ADJUSTABLE T STAND KIT AND 12" INLET ELBOW

(1) FLYGT MINI-CAS SEAL FAIL/HIGH TEMP MONITORING RELAY (TO BE INSTALLED IN PANEL, BY OTHERS)

(1) START-UP ASSISTANCE.

NET PRICE INCLUDING FREIGHT, BUT NO TAXES: --- \$77,739.00 TOTAL

This quote is subject to and incorporates by reference Kennedy Industries, Inc.'s ("Kennedy") Terms & Conditions (Rev'd 6/2023) and Customer Warranty available at www.kennedyind.com which will be provided by email upon written request. Kennedy reserves the right to change the Terms & Conditions and Customer Warranty for future orders. By accepting this quote and/or issuing a purchase order relative to this quote, buyer expressly agrees to the provisions set forth in the Terms & Conditions and Customer Warranty posted on Kennedy's website.

QUOTE VALID FOR 30 DAYS. CREDIT CARD PAYMENTS ARE SUBJECT TO AN ADDITIONAL 3% CHARGE NO TAXES OF ANY KIND ARE INCLUDED IN THIS PROPOSAL. PAYMENT TERMS: NET 30



CITY OF LANSING

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

TO: KENNEDY INDUSTRIES INC
4925 HOLTZ DR
WIXOM, MI 48393

PURCHASE ORDER	
P.O. NUMBER	P089098
DATE	07/25/23
VENDOR I.D.	V000166
DELIVERY DATE	
FOB	Destination
REQUISITION NO	PR018236
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.	

PHONE# (248) 684-6011 FAX# (248) 684-6011

Page 1 of 1

DELIVER ITEMS TO:

PUBLIC SERVICE WASTEWATER TREATMENT PLAN
1625 SUNSET AVE
LANSING, MI 48933

SEND INVOICE TO:

PUBLIC SERVICE WASTEWATER TREATMENT
1625 SUNSET AVE
LANSING, MI 48917

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	NT3202.185-641 FLYGT VERTICAL DRY PIT SEWAGE PUMP, WITH 50 FT MOTOR & SENSOR CABLE, SEAL-FAIL HIGH TEMP CABLE T STAND KIT + 12" INLET ELBOW FLYGT MINI-CAS SEAL FAIL/HIGH TEMP MONITORING RELAY START UP ASSISTANCE	1	EA	77,739.00	77,739.00
TAX					0.00
TOTAL					77,739.00

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.

Devin A. Kunkland



KENNEDY
INDUSTRIES

INNOVATE
SOLVE
MONITOR
REPAIR

QUOTATION		
DATE	NUMBER	PAGE
7/17/2023	0043640	1 of 1

B LAN115
I L CITY OF LANSING
L 124 W. MICHIGAN AVE.
T LANSING, MI 48933
O

Accepted By: _____

Date: _____

PO#: _____

Ship To: _____

ATTENTION:

BILL BRUNNER

517-483-4018

bill.brunner@lansingmi.gov

WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:

CUSTOMER REF/PO#		JOB TITLE	SLP	SHIPPING TYPE
QUOTE		LANSING WASTE WATER TREATMENT, WWTP PUMP STATION, FLYGT, WASTE WATER	REA/CJH	FREIGHT ALLOWED
QTY	DESCRIPTION			

(1) FLYGT VERTICAL DRY-PIT SEWAGE PUMP, MODEL NT3202.185-641 WITH HIGH CHROME IMPELLER AND INSERT RING. RATED FOR 2,400 GPM @ 43' TDH, 45 HP, 3 PHASE, 460 VOLT WITH 8" DISCHARGE AND 12" SUCTION WITH 50 FT. MOTOR AND SENSOR CABLE. PUMP EQUIPPED WITH SEAL FAIL/HIGH TEMP CABLE.

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(1) FLYGT MINI-CAS SEAL FAIL/HIGH TEMP MONITORING RELAY (TO BE INSTALLED IN PANEL, BY OTHERS)

(1) START-UP ASSISTANCE.

NET PRICE INCLUDING FREIGHT, BUT NO TAXES: --- \$77,739.00 TOTAL

*Pump - Raw Sewage
Pump Station
- BR*

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**QUOTE VALID FOR 30 DAYS. CREDIT CARD PAYMENTS ARE SUBJECT TO AN ADDITIONAL 3%
CHARGE NO TAXES OF ANY KIND ARE INCLUDED IN THIS PROPOSAL. PAYMENT TERMS: NET 30**

P.O. Box 930079 Wixom, MI 48393 - 4925 Holtz Drive Wixom, MI 48393 - Phone: 248-684-1200 - Fax: 248-684-6011

www.Kennedyind.com



Virg Bernero, Mayor

**PUBLIC SERVICE
DEPARTMENT**

Wastewater Division
1625 Sunset Avenue
Lansing, Michigan 48917
(517) 483-4404
FAX: (517) 483-4536

<http://publicservice.cityoflansingmi.com/pubwater/>



To: Stephanie Robinson, Senior Buyer
From: William H. Brunner, Plant Engineer *WHS*
Date: July 18, 2023
**Subject: Recommendation of Sole Source Contractor
Flygt Pump for Raw Sewage Pump Station**

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1. Service by the pump supplier, Kennedy Industries, has been very good and they are highly responsive.
2. The operators are familiar with Flygt pumps and they have been reliable in the wastewater treatment and collection system.
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4. The Flygt pump uses the source water for cooling. Other pumps use a potable water source for cooling, which increases the operating cost. Also, piping must be extended to the pump and maintained. Maintenance on the pump seals requires disconnecting and reconnecting the water source.

Funds are allocated for this project in the following account:

~~\$77,739.00 590-93361-970000-52107 WWTP Capital Maintenance~~
590-933610-970000-20194 WW -Pump Station Improvements

If you have any questions regarding this recommendation, please contact me at your earliest convenience. Thank you for your assistance.

Approved: _____

R. Keith Moss
R. Keith Moss, Wastewater Division Superintendent

Approved: _____

Andrew Kilpatrick
Andrew Kilpatrick, P.E., Director of Public Service

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor
FROM: Stephanie Robinson, Senior Buyer
DATE: Aug. 7, 2023
SUBJECT: Sole Source Purchase – Michigan Law Enforcement Training Associates

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

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

Department: Lansing Police Department

Vendor: Michigan Law Enforcement Training Associates

Item Purchased: Consultant for procurement of training, consulting, and advising on legal aspects of police policy, practice, and law.

Dollar Amount: \$ 30,000.00 from Police Admin account 1013201-741000

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

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

slr



CITY OF LANSING

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

TO: MICHIGAN LAW ENFORCEMENT TRAINING ASSOCI
39555 ORCHARD HILLS PLACE STE 600
NOVI, MI 48375-5381

PURCHASE ORDER	
P.O. NUMBER	P089132
DATE	08/02/23
VENDOR I.D.	V009394
DELIVERY DATE	
FOB	
REQUISITION NO	PR018277
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.	

PHONE# (855) 738-5539 FAX#

Page 1 of 1

DELIVER ITEMS TO:

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

SEND INVOICE TO:

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

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	RISK MANAGEMENT TRAINING	1	LS	30,000.00	30,000.00
				TAX	0.00
				TOTAL	30,000.00

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

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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.

Devin A. Kowland

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson, Senior Buyer

DATE: **June 28, 2023**

SUBJECT: Sole Source – Michigan Law Enforcement Training Associates

The Lansing Police Department requests that Michigan Law Enforcement Training Associates be designated as a Sole Source consultant for the procurement of training, consulting and advising on legal aspects of police policy, practice and law.

Please see the attached letter from Chief Ellery Sosebee regarding the request.

Based on the attached letter we recommend issuing a sole source purchase order to Michigan Law Enforcement Training Associates, in the amount of \$ 30,000.00 for FY24 per the request of the Lansing Police Department from account # 1013201.741000.

Attachment

Date: _____

Approved _____ Denied _____

Andy Schor, Mayor



Andy Schor, Mayor

Lansing Police Department

Office of the Chief of Police

Chief Ellery Sosebee

120 West Michigan Avenue

Lansing, MI 48933

Phone: (517) 483-4606

Fax: (517) 483-4617

ellery.sosebee@lansingmi.gov



Ellery Sosebee, Chief

TO: Stephanie Robinson
FROM: Ellery Sosebee, Chief of Police
SUBJECT: Sole Source Request – Michigan Law Enforcement Training Associates
DATE: July 26, 2023

The Lansing Police Department requests the granting of sole source status to Michigan Law Enforcement Training Associates (MLETA) for the company to provide instruction, consulting and advising on the training aspects of police policy, best practice, and police procedure. The amount of the sole source sought is \$30,000. The Department utilized MLETA services for all of FY23 and was exceedingly pleased with the services received. The amount sought this fiscal year is the same amount that was approved last fiscal year.

MLETA:

Is the only firm in the state of Michigan of its kind as it provides unique training programs, consulting and advising services on the narrow and specific aspects of police policy, training, police procedure, and best practices;

Is the only firm dedicated to providing training, consulting and advising services to police agencies and has been doing so for over 20 years;

Provides 24/7 emergency response to critical incidents and to assist the police department with operation and other issues that have training related aspects;

Provides a monthly written practical application and decision making training and national best practices updates;

Attends and provides a monthly training for officers; and

Has clients in large local and state law enforcement and also represents college and university police departments for educational input and research.

Thank you for your assistance with this matter.

Ellery Sosebee, Chief of Police

“Capital City’s Finest”

Michigan Law Enforcement Training Associates, LLC

39555 Orchard Hill Place

Suite 600

Novi, MI 48375

EIN # 46-3866775

Police Policy and Policy Training Invoice

Date: July 27, 2023

Agency:

Lansing Police Department

Attn: Ellery Sosebee

120 W. Michigan

Lansing, MI 48933

July 1, 2023 – June 30, 2024

- Using a Constitutional and Holistic Based Policing Model provide the following:
- Provide the department with training in De-escalation, intervention and disengagement strategies and techniques such as ICAT,
- Provide monthly in-house training on policing best practices to shifts,
- Work with training division to assess and provide timely remedial police training classes and sessions,
- Provide relevant training to new Officers, FTOs and Sergeants
- Assist the training division in creating a Constitutional and Holistic Police training program,
- Provide awareness to the Chief regarding emerging police risk management issues.
- Provide availability for emergency response 24/7/365.
- Provide monthly decision-making training on various emerging topics.
- Provide weekly site visits and critical review of best practices, report writing and case preparation,
- Attend and participate in Command staff meetings where important issue are on the agenda related to the training function,
- Perform other and additional police and training duties and projects as deemed necessary and requested by the Chief of Police.

Cost: \$30,000.00

Package Cost

Average 16 hours per month

192 hours per contract year

Monthly payment (1/12 contract price) of \$2,500.00

CITY of LANSING

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Attachment

Date: _____

Approved _____ Denied _____

Andy Schor, Mayor



Andy Schor, Mayor

Lansing Police Department

Office of the Chief of Police

Chief Ellery Sosebee

120 West Michigan Avenue

Lansing, MI 48933

Phone: (517) 483-4606

Fax: (517) 483-4617

ellery.sosebee@lansingmi.gov



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PURCHASE ORDER	
P.O. NUMBER	P089132
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Devin A. Kunkland

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Topic(s) to be addressed Opportunities

Name (print) Daniel Arnold E-Mail (optional) _____

Address (street, city, zip) 535 N. Cedar Apt. # 304

Company or organization represented, etc. (if applicable) _____

Signature [Signature]

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Topic(s) to be addressed music

Name (print) Loretta Stanaway E-Mail (optional) ssawoo@aol.com

Address (street, city, zip) 546 Armstrong Rd

Company or organization represented, etc. (if applicable) _____

Signature L Stanaway

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Topic(s) to be addressed Code and Compliance Issue for Neighborhood

Name (print) STEVEN HEDDER E-Mail (optional) X

Address (street, city, zip) 6322 LEANER Way

Company or organization represented, etc. (if applicable) X

Signature Steven Hedder

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Topic(s) to be addressed The Mayor's Email

Name (print) Nicklas Zande E-Mail (optional) nvwzande@gmail.com

Address (street, city, zip) 411 W Willard Ave Lansing MI, 48906

Company or organization represented, etc. (if applicable) Decentral 12 Lansing

Signature Nicklas Zande

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Topic(s) to be addressed Homeless / Red Taged Home
 Name (print) David Sterrett E-Mail (optional) sterrett@gmail.com
 Address (street, city, zip) 513 W Kilborn
 Company or organization represented, etc. (if applicable) self
 Signature David Sterrett

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Topic(s) to be addressed City Matters

Name (print) Stan Shuck E-Mail (optional) _____

Address (street, city, zip) 818 Cooper

Company or organization represented, etc. (if applicable) _____

Signature [Handwritten Signature]

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Topic(s) to be addressed Jody Washington - Police

Name (print) Jody Washington E-Mail (optional) _____

Address (street, city, zip) _____

Company or organization represented, etc. (if applicable) _____

Signature _____

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Topic(s) to be addressed Police

Name (print) Kelsey Brianna E-Mail (optional) Kbrianna@ForOurFutureFund.org

Address (street, city, zip) 220 Clifford Lansing 48912

Company or organization represented, etc. (if applicable) For Our Future Fund

Signature Kelsey Brianna

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Thank you for your involvement and interest in our City,
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Public Comment on City Government Matters Registration

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Topic(s) to be addressed Encourage Council Member Spitzley to show up & Review City Clerk *Vote to*

Name (print) Norma Baver E-Mail (optional) G

Address (street, city, zip) 205 E Tolly Rd #7

Company or organization represented, etc. (if applicable) _____

Signature Norma Baver

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Topic(s) to be addressed Abuses against the homeless

Name (print) Scott Cobb E-Mail (optional) Therebel69@aol.com

Address (street, city, zip) 21322 W. Reel Rd Elsie MI 48831

Company or organization represented, etc. (if applicable) _____

Signature Scott Cobb

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Topic(s) to be addressed HRCS, LPD Incident

Name (print) Erica Lynn E-Mail (optional) _____

Address (street, city, zip) _____

Company or organization represented, etc. (if applicable) _____

Signature E. Lynn

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Topic(s) to be addressed _____

Name (print) Farhan Sheikh.com E-Mail (optional) _____

Address (street, city, zip) 3120 Turner St Apt D Lansing, MI 48906

Company or organization represented, etc. (if applicable) _____

Signature Farhan Sheikh

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Topic(s) to be addressed Violence

Name (print) Mike Lynn E-Mail (optional) _____

Address (street, city, zip) _____

Company or organization represented, etc. (if applicable) _____

Signature [Handwritten Signature]

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