

**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**



****CORRECTED AGENDA FOR OCTOBER 14, 2019**

TO THE HON. MAYOR AND MEMBERS OF THE CITY COUNCIL:

The following items were listed on the agenda in the City Clerk's Office in accordance with Section 3-103(2) of the City Charter and will be ready for your consideration at the regular meeting of the City Council on Monday, October 14, 2019 at 7:00 p.m. at the Tony Benavides Lansing City Council Chambers, 10th Floor, City Hall.

- I. ROLL CALL**
- II. MEDITATION AND PLEDGE OF ALLEGIANCE**
- III. READING AND APPROVAL OF PRINTED COUNCIL PROCEEDINGS**
Approval of the Printed Council Proceedings of September 30, 2019
- IV. CONSIDERATION OF LATE ITEMS** (Suspension of Council Rule #9 is needed to allow consideration of late items. Late items will be considered as part of the regular portion of the meeting to which they relate.)
- V. TABLED ITEMS**
- VI. SPECIAL CEREMONIES**
- VII. COMMENTS BY COUNCIL MEMBERS AND CITY CLERK**
- VIII. COMMUNITY EVENT ANNOUNCEMENTS** (Time, place, purpose, or definition of event – 1 minute limit)
- IX. SPEAKER REGISTRATION FOR PUBLIC COMMENT ON LEGISLATIVE MATTERS**
- X. MAYOR'S COMMENTS**
- XI. SHOW CAUSE HEARINGS**
- XII. PUBLIC COMMENT ON LEGISLATIVE MATTERS** (Legislative matters consist of the following items on the agenda: public hearings, resolutions, ordinances for introduction, and ordinances for passage. The public may comment for up to three minutes. Speakers must sign up on **blue** form.)

A. SCHEDULED PUBLIC HEARINGS

1. In consideration of an Ordinance to Amend Chapter 288, Section 288.10 and 288.14 and add 288.20 to correct the names of various city departments and specify the minimum requirements for the director of each department (PEND-1066)
2. In consideration of Obsolete Property Rehabilitation Act (OPRA) District; ANC Holdings for property at 1611 East Kalamazoo (PEND-1090)
3. In consideration of Obsolete Property Rehabilitation Act (OPRA) Certificate; Blackboard District LLC for property at 1030 South Holmes Street (PEND-1095)
4. In consideration of Intent to create Lansing Gateway Corridor Improvement Authority (PEND-982)
5. In consideration of Intent to create South Martin Luther King Jr. Blvd Corridor Improvement Authority (PEND-983)

XIII. COUNCIL CONSIDERATION OF LEGISLATIVE MATTERS

A. REFERRAL OF PUBLIC HEARINGS

B. CONSENT AGENDA

1. BY COUNCIL MEMBER HUSSAIN
 - a. Reappointment; Lori Adams Simon as the Third Ward member on the Board of Ethics for a term to expire of June 30, 2023 (PEND-###)
2. BY THE COMMITTEE ON DEVELOPMENT AND PLANNING
 - a. Confirmation of Appointment; Laurie Strauss Baumer as a member of the Michigan Avenue Corridor Improvement Authority for a term to expire June 30, 2022 (PEND-1160)
 - b. Act-14-2019; Easement acquisition; northwest corner of Miller and Aurelius for traffic signal (PEND-1133)
 - c. Setting a Public Hearing in consideration of Brownfield Plan #77; 500 Block Redevelopment Project at 501 S. Capitol Avenue and 520 S. Washington Avenue (PEND-1137, 1139)
 - d. Setting a Public Hearing and Notice of Intent in consideration of terminating Brownfield Plan #45; Old Town Temple, LLC for property located at 502 E. Grand River Ave. (PEND-1196, 1197)

3. BY THE COMMITTEE ON GENERAL SERVICES

- a. Claim Disposition; Claim #1708, Gayle Miller for \$558.40 in board up fees at 2705 Gibson (PEND-1188)

4. BY THE COMMITTEE ON PUBLIC SAFETY

- a. Fee Changes; Housing Code Fees and Fines (PEND-1166)

5. BY THE COMMITTEE ON PUBLIC SERVICES

- a. Confirmation of Appointment; Sean Hammond as the Fourth Ward Member of the Park Board for a term to expire June 30, 2020 (PEND-1141)

6. BY THE COMMITTEE OF THE WHOLE

- a. Outside Legal Counsel; Hausfeld to represent the Board of Water and Light in the Fuel Surcharge Antitrust Litigation (PEND-1179)

C. RESOLUTIONS FOR ACTION

1. BY THE COMMITTEE ON WAYS AND MEANS

- a. Grant Acceptance; Automobile Theft Prevention Authority Grant, Michigan State Police (PEND-1156)
- b. Grant Acceptance; Office of Highway Safety Planning Grant, Michigan Office of Highway Safety Planning (OHSP) (PEND-1158)

D. REPORTS FROM COUNCIL COMMITTEES

E. ORDINANCES FOR INTRODUCTION and Setting of Public Hearings

1. BY THE COMMITTEE ON DEVELOPMENT AND PLANNING

- a. Z-6-2019; Parcel #33-01-01-16-428-131 (S. Larch St.), Rezoning from "G-1" Business District to "H" Light Industrial District (PEND 1127, 1129)

F. ORDINANCES FOR PASSAGE

1. BY THE COMMITTEE ON DEVELOPMENT AND PLANNING

- a. Z-5-2018; 136 E. Malcolm X Street and Vacant Parcel to its East, Rezoning from "DM-4" Residential & "J" Parking Districts to "G-1" Business District (PEND-679)

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

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

A. REPORTS FROM CITY OFFICERS, BOARDS, AND COMMISSIONS

1. Letter(s) from the City Clerk re:
 - a. Minutes of Boards, Commissions, and Authorities placed on file in the Clerk's Office
 - b. Recognition of Non-Profit Status; One Starfish (PEND-1181)
 - c. Executive Order 2019-007; Adoption of a Universal Development Agreement
 - d. Board of Water and Light Financial Reports
 - e. Fireworks Display License; Ace Pyro, LLC for Silver Bells in the City, November 22, 2019 (PEND-###)
2. Letter(s) from the Mayor re:
 - a. Orders to Make Safe or Demolish; 818 Nipp Avenue (PEND-1175, 1177)
 - b. Orders to Make Safe or Demolish; 819 Cleveland Street (PEND-1171, 1168)
 - c. Orders to Make Safe or Demolish; 3309 Viking Road (PEND-1165, 1173)
 - d. Notification of Mayoral Reappointment; Ryan Robinson as an At-Large Member of the Lansing Housing Commission for a term to expire June 30, 2024
 - e. Outside Legal Counsel; Hausfeld to represent the Board of Water and Light in the Fuel Surcharge Antitrust Litigation (PEND-1179)
 - f. Z-7-2019; 1310 Knollwood Avenue, Rezoning from "F" Commercial to "B" Residential (PEND-1183, 1184)
 - g. Grant Acceptance; Victims of Crime Act (VOCA) Victim Assistance Grant (PEND-1182)
 - h. Brownfield Plan #75; Capital City Market Brownfield Redevelopment Project at 636 E. Michigan and a portion of 119 S. Larch St. (PEND-1190, 1191)

- i. Brownfield Plan #78; Temple Redevelopment Project at 502 E. Cesar E. Chavez Avenue (PEND-1198, 1199)
- j. Grant Acceptance; Emergency Management Performance Grant (PEND-1192)
- k. Grant Acceptance; Sobriety Court Grant
- l. Grant Acceptance; Domestic Violence Court Grant

B. COMMUNICATIONS AND PETITIONS, AND OTHER CITY RELATED MATTERS

- 1. Letter from Michigan Department of Treasury regarding Audit of Minimum Assessing Requirements Review (AMAR) update
- 2. Notice from the Michigan Liquor Control Commission; RID # RZ-1908-14021, Board of Trustees, Michigan State University, request to transfer of ownership of Escrowed 2019 Class C Licensed Business with Sunday Sales Permit (P.M.), Entertainment Permit, and Sunday Sales Permit (A.M.) from HOA Restaurant Holder; transfer location from 172 E. Edgewood Blvd., new Additional Bar Permit for a total of 2 bars, new outdoor service area; new specific purpose permit (golf), transfer classification from Class C License issued under MCL 436.1531 to Class C License issued under MCL 436.1513(4) (non-transferable) at 3535 Forest Road, Suite C88A
- 3. Claim Appeal; Claim # 1740, Lewis Hanft for \$3,140 for in trash violations at 214 Lathrop Street (PEND-1204)

XVI. MOTION OF EXCUSED ABSENCE

XVII. REMARKS BY COUNCIL MEMBERS

XVIII. REMARKS BY THE MAYOR OR EXECUTIVE ASSISTANT

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

XX. ADJOURNMENT

Chris Swope

CHRIS SWOPE, CITY CLERK

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

**CITY OF LANSING
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a Public Hearing will be held on Monday, October 14, 2019 at 7:00 p.m. in the City Council Chambers, 10th Floor Lansing City Hall, 124 W. Michigan Ave., Lansing, MI for the purpose of considering:

An Ordinance of the City of Lansing, Michigan, to amend the Lansing Codified Ordinances by amending Chapter 288, Sections 288.10 and 288.14 and adding 288.20 to correct the names of various City departments and specific the minimum requirements for the director of each department.

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

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO AMEND THE
LANSING CODIFIED ORDINANCES BY AMENDING CHAPTER 288 SECTION 288.10
and 288.14 AND ADDING 288.20 TO CORRECT THE NAMES OF VARIOUS CITY
DEPARTMENTS AND SPECIFY THE MINIMUM REQUIREMENTS FOR THE DIRECTOR
OF EACH DEPARTMENT.

THE CITY OF LANSING ORDAINS:

Section 1. That Chapter 288, Section 288.10, 288.14, AND 288.20, of the Codified
Ordinances of the City of Lansing, Michigan, be and are hereby amended to read as follows:

**288.10. - Director of ECONOMIC DEVELOPMENT AND PLANNING ~~planning and~~
~~neighborhood development.~~**

The Director of ~~Planning and Neighborhood Development~~ ECONOMIC DEVELOPMENT
AND PLANNING shall satisfy the following minimum qualifications:

(a) *Training and Experience.* He or she shall have a bachelor's degree in urban planning, public
administration, business administration or a related field and five years of professional
management experience in positions of increasing responsibility, two years of which must have
been with a state or local governmental agency. Additionally, the candidate shall have completed
16 quarter hours or equivalent semester hours of college level course work in supervisory
management. An equivalent combination of training and experience in related activities may be
substituted for supervisory experience and up to eight quarter hours of the required supervisory
management course work.

(b) *Knowledge and Skills*. He or she shall have comprehensive knowledge of the principles and practices of organizational development, community planning and public management, as applied to municipal development, and of State and local legislation, codes and ordinance enforcement as related to city planning. He or she shall have considerable knowledge of the principles of building construction and real estate development and of research methods and techniques and application and utilization in the data processing field. He or she shall have some knowledge of marketing practices. He or she shall have considerable skill in expressing oneself clearly and concisely, orally and in writing, and in establishing and maintaining effective relationships with contractors, developers and diverse citizen groups. He or she shall have comprehensive skill in planning, scheduling and directing the work of professional personnel and in planning and administering long and short-range programs for effective Municipal development. He or she shall have considerable skill in Federal, State and local law interpretation.

288.14. - Director of HUMAN RESOURCES ~~personnel and training~~.

The HUMAN RESOURCES ~~Personnel and Training~~ Director shall satisfy the following minimum ~~requirements~~ QUALIFICATIONS:

(a) *Training and Experience*. He or she shall have a bachelor's degree in psychology, public personnel administration, labor and industrial relations or a related field and six years of professional personnel management experience, three of which must have been with a state or local government agency. Additionally, the candidate shall have completed 16 quarter hours or equivalent semester hours of college level course work in supervisory management. An equivalent combination of training and experience in related activities may be substituted for

supervisory experience and up to eight quarter hours of the required supervisory management course work.

(b) *Knowledge and Skills*. He or she shall have comprehensive knowledge of the standard principles, practices, methods and techniques of public personnel administration and of analysis of departmental personnel requirements and structuring of required programs; considerable knowledge of local government organization and its department operating requirements, and of recent developments, current literature and sources of information in public personnel management. He or she shall have considerable skill in expressing oneself clearly and concisely, orally and in writing, and in establishing and maintaining effective working relationships with City officials and personnel. He or she shall have considerable knowledge of and experience in collective bargaining and labor contract administration; in administering State and Federal public employment programs; and in administering and evaluating personnel testing and evaluation procedures.

288.20 DIRECTOR OF NEIGHBORHOODS AND CITIZEN ENGAGEMENT

THE NEIGHBORHOODS AND CITIZEN ENGAGEMENT DIRECTOR SHALL SATISFY THE FOLLOWING MINIMUM QUALIFICATIONS:

(A) *TRAINING AND EXPERIENCE*. HE OR SHE SHALL HAVE A BACHELOR'S DEGREE IN EITHER ECONOMICS, POLITICAL SCIENCE, COMMUNICATIONS, PUBLIC ADMINISTRATION, BUSINESS ADMINISTRATION OR A RELATED FIELD AND FOUR (4) YEARS OF SUPERVISORY LEVEL EXPERIENCE. ADDITIONALLY, THE CANDIDATE SHALL HAVE COMPLETED SIXTEEN (16) QUARTER CREDIT HOURS OR TWELVE (12) SEMESTER CREDIT HOURS OF COLLEGE LEVEL COURSE WORK

1 IN SUPERVISORY MANAGEMENT. AN EQUIVALENT COMBINATION OF TRAINING
2 AND EXPERIENCE IN RELATED ACTIVITIES MAY BE SUBSTITUTED FOR
3 SUPERVISORY EXPERIENCE AND UP TO EIGHT (8) QUARTER HOURS OF THE
4 REQUIRED SUPERVISORY MANAGEMENT COURSE WORK.

5 (B) *KNOWLEDGE AND SKILLS*. HE OR SHE SHALL HAVE CONSIDERABLE
6 KNOWLEDGE OF ORGANIZATION DEVELOPMENT, BUDGET ADMINISTRATION,
7 AND GRANT WRITING TO SECURE FUNDING RELATED TO COMMUNITY
8 OUTREACH PROGRAMS. HE OR SHE SHALL HAVE CONSIDERABLE SKILL IN
9 WORKING WITH NEIGHBORHOOD, COMMUNITY, COMMERCIAL, AND FAITH-
10 BASED GROUPS TO IMPROVE NEIGHBORHOOD RESIDENT INVOLVEMENT. HE OR
11 SHE SHALL HAVE CONSIDERABLE SKILL IN SOURCING, SECURING, AND
12 MANAGING RESOURCES FROM THE COMMUNITY. HE OR SHE SHALL HAVE
13 CONSIDERABLE SKILL IN PLANNING AND DIRECTING THE WORK OF OTHERS; IN
14 ESTABLISHING EFFECTIVE WORKING RELATIONSHIPS WITH OTHERS; AND IN
15 COMMUNICATING WITH TAXPAYERS, COMMUNITY AND NEIGHBORHOOD
16 GROUPS, AND OTHER GOVERNMENTAL OFFICIALS.

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

19 Section 3. Should any section, clause or phrase of this ordinance be declared to be
20 invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof
21 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, 2028.

Approved as to form:

City Attorney

Dated: _____

City of Lansing
Notice of Public Hearing

The Lansing City Council will hold a public hearing on Monday, October 14, 2019 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 District (the "District"), pursuant to and in accordance with the provisions of the Obsolete Property Rehabilitation Act, Public Act 146 of 2000, for property located at 1611 East Kalamazoo St., Lansing, Michigan, but more particularly described as follows:

LOT 6, 7, 8, 9, 10 BLOCK 4 ASSESSORS PLAT NO 16

PARCEL NUMBER: 33-01-01-15-427-302

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 Karl Dorshimer, Lansing Economic Area Partnership (LEAP), 1000 S. Washington Ave., Suite 201, Lansing, MI 48910, 517-702-3387.

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



1611 E. Kalamazoo St., Lansing, MI 48912 517-367-2460
www.allenneighborhoodcenter.org

Wednesday, August 28, 2019

Lansing City Clerk's Office
124 W Michigan Avenue, 9th Floor
Lansing, MI 48933

Re: Requesting an OPRA District for 1611 East Kalamazoo St., Lansing

Dear Clerk Swope,

Per the Obsolete Property Rehabilitation Act - Act 146 of 2000 (OPRA), ANC Holdings, LLC, a wholly owned, non-profit subsidiary of Allen Neighborhood Center and 100% owner of the property commonly known as 1611 East Kalamazoo St., Lansing 48912 (Property), legal description attached, is requesting an OPRA District be established by the City of Lansing on the Property. The Property has recently been determined to be obsolete by the City of Lansing Assessor (determination of obsolescence attached).

ANC Holdings, LLC is seeking to redevelop the Property. The building was constructed in stages, with the first section built in 1932. The complex has served as home to many small businesses over the years including the Allen Neighborhood Center and the Allen Farmers Market. In the past several years, several of the commercial tenants have moved out, leaving only Allen Neighborhood Center and Happendance Studio in the complex. The unoccupied portions, including the entire second floor and much of the first floor, have been vacant for up to 15 years. The project proposes rehabilitating the two-story complex, adding a third floor to the 2-story building along E. Kalamazoo and constructing three-story additions on the east and west ends of the building. The new construction and rehabilitation of existing space will result in approximately 30,000 square feet of residential and roughly 20,000 square feet of commercial space, totaling 49,164 square feet.

Commencement of the project is scheduled for Fall 2019 and the establishment of an OPRA District will allow us to proceed with demolition and other work on the property without jeopardizing a future OPRA Certificate application. We are currently preparing an OPRA Certificate application, but several items such as taxable value, are still being calculated and may not be complete for some time. Once the current taxable value is established and any other items completed, we plan to submit an OPRA Certificate application for consideration by City Council. We understand that this is being done at our own risk as the establishment of an OPRA District does not ensure the approval of an OPRA

Certificate. However, given the substantial investment required to make this project happen, we do not believe it is economically viable without the OPRA program.

We appreciate the consideration of our request to establish an OPRA District by City Council and look forward to working with the City of Lansing to redevelop this important property.

If you have any questions, please don't hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Joan Nelson". The signature is fluid and cursive, with the first name "Joan" being more prominent than the last name "Nelson".

Joan Nelson
ANC Holdings, LLC
(517) 999-3912

Attachments: Legal Description of Property and Letter of Obsolescence

LEGAL DESCRIPTION

The District will be for the property commonly known as 1611 East Kalamazoo St. and legally described as follows:

LOT 6, 7, 8, 9, 10 BLOCK 4 ASSESSORS PLAT NO 16

PARCEL NUMBER: 33-01-01-15-427-302



Andy Schor, Mayor

CITY ASSESSORS OFFICE

**Sharon Frischman, MMAO
City Assessor**

3rd Floor City Hall
124 West Michigan Avenue
Lansing, Michigan 48933
(517) 483-7624

FAX: (517) 483-4101

www.lansingmi.gov/City-Assessor

August 19, 2019

Functional Obsolescence Determination

1611 E Kalamazoo St.

33-01-01-15-427-302

This building is comprised of various additions from 1932 to 1970. There are varying ceiling heights, the floor plan is convoluted.

The heating and cooling systems are currently obsolete. There is no working system for parts of the building.

Tri Terra Environmental performed a Phase I Environmental Assessment in May 2019. Review of historic uses reveals that there have been gas station uses, dry cleaner uses, lawnmower repair, auto repair and glass/paint shops on this site. All of these uses indicate property contamination.

For these reasons, I have determined that the building at 1611 E Kalamazoo St. suffers from functional obsolescence.

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

Sharon Frischman, MMAO
City Assessor

City of Lansing
Notice of Public Hearing

The Lansing City Council will hold a public hearing on Monday, October 14, 2019 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 1030 S. Holmes St., Lansing, Michigan, but more particularly described as follows:

LOTS 1 THRU 13 INCL & LOTS 21 THRU 34 INCL BLOCK 11 MANUFACTURERS ADD NO 2, Parcel Number: 33-01-01-22-133-102, and

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 Kris Klein, Lansing Economic Area Partnership (LEAP), 1000 S. Washington Ave., Suite 201, Lansing, MI 48910, 517-702-3387.

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



August 23, 2019

Lansing City Clerk
Lansing City Hall
124 West Michigan Ave.
Lansing, MI 48933

Re: Obsolete Property Rehabilitation Act Application for 1030 S. Holmes St., Lansing, MI 48912

To Whom it May Concern,

GENERAL DESCRIPTION

1030 Holmes St. located in Lansing, MI was built in 1923 and was previously used as a school. It is a 3 story brick building which was recently under construction, but not completed. It has a large lot that is currently being used for community soccer games. The square footage of the building is roughly 31,000 feet and sits on 2.2 acres.

PROPOSED USE

Blackboard District, LLC is the owner of 1030 S. Holmes St. and intends to convert the building into 41 apartments. Property will be landscaped to promote use outside. Units will be studio/1 bedroom and have high end finishes.

DESCRIPTION OF REHABILITATION AND FIXED BUILDING EQUIPMENT

- | | |
|--------------------------------|---------------------|
| - Electrical | - Exterior Lighting |
| - Plumbing | - Suppression |
| - HVAC | - Landscaping |
| - Kitchen Cabinets/Countertops | - Asphalt |
| - Drywall | - Windows |
| - Doors | - Roof Repairs |
| - Flooring | - Masonry Repair |
| - Light/Plumbing Fixtures | - Paint |
| - Appliances | |

Total investment in the rehabilitation of real property is estimated to be \$2,469,620.

TIME SCHEDULE FOR REHABILITATION

We anticipate the rehabilitation to start November 2019 and wrap up by June 2021.

EXPECTED ECONOMIC ADVANTAGES

We will create jobs including permanent positions to oversee the building. By being exempt we will be able to greatly increase the walkability of the neighborhood and create a space that can be enjoyed by the entire community. Our goal is to offer Lansing a unique space live and enjoy.

BASIS OF ELIGIBILITY

The property must be an "Obsolete property" which means commercial property or commercial housing property that is 1 or more of the following:

- (i) Blighted, as that term is defined in section 2 of the brownfield redevelopment financing act, 1996 PA 381, MCL 125.2652.
- (ii) A facility as that term is defined under section 20101 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20101.
- (iii) Functionally obsolete as that term is defined in section 2 of the brownfield redevelopment financing act, 1996 PA 381, MCL 125.2652.

The project property is determined to be functionally obsolete per the determination by the City of Lansing Assessor. The Determination of Functional Obsolescence letter signed by the City of Lansing Assessor is provided as an attachment to the application.

PROPERTY TAXABLE VALUE AND LEGAL DESCRIPTION

The property is 1030 South Holmes Street, Lansing, MI 48912, Parcel # 33-01-01-22-133-102. Specifics on this property are as follows:

Owner's Name: Blackboard District, LLC

Tax ID Number: 83-4686493

Square Feet of Building: Approximately 30,421

Tax Value Land: \$55,200 (2019)

Tax Value Building: \$152,900 (2019)

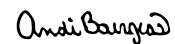
SEV Value Total: \$208,100 (2019)

Legal Description:

LOTS 1 THRU 13 INCL & LOTS 21 THRU 34 INCL BLOCK 11 MANUFACTURERS ADD NO 2

Thank you in advance for your assistance and consideration in this matter.

Thank you,



Andi Bourgeois

Dymaxion Development

810.335.0924 | Lansing, MI



Jeff Deehan

Blackboard District, LLC

Dymaxion Development

517.712.9793 | Lansing, MI

Holmes Projections	
Income	
Gross Potential Rents	371,016
Utilities Income	
Late Fees	330
Other Income (Pet Fees)	3,600
Total Annual Gross Income	374,946
Less 5% Vacancy & Collection Loss	18,747
Effective Gross Income	356,199
Expenses	
Property Taxes	16,000
Insurance	7,600
Repairs & Maintenance	11,100
Janitorial	2,300
Legal/Professional Fees	700
Licenses/Permits	1,700
Miscellaneous	1,000
Property Management	17,810
Repairs	3,800
Supplies	1,500
Replacement Reserves	6,600
Trash, Lawn, Snow	9,000
Utilities - House Electric	12,000
Utilities - Gas	2,165
Utilities - Water & Sewer	6,500
Total Expenses	99,775
NOI	256,424
Value @ 9% Cap Rate	2,849,153
Operating Expense Ratio	0.28
Debt Service 1st	214,638
Debt Service 2nd	0
Total Debt Service	214,638
Net Cash Flow	41,785
Debt Service Coverage Ratio	1.19
Net	41,785

**CITY OF LANSING
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a Public Hearing will be held on Monday, October 14 at 7:00 p.m., in the City Council Chambers, 10th Floor Lansing City Hall, 124 W. Michigan Ave., Lansing, MI on the proposed creation of Lansing Gateway Corridor Improvement Authority in accordance with the provisions of Part 6, Corridor Improvement Authorities, of the Recodified Tax Increment Financing Act, Public Act 57 of 2018, as amended (the Act) and as defined by Public Act 57 of 2018 as:

Eligible property within an area along North Grand River bounded by an area of all commercial property, as defined by Public Act 57 of 2018, found within 500 feet of the centerline of North Grand River, east on Franette Road to Old US 27 on East North Street with branches on North Martin Luther King Boulevard, Turner Road and Capital City Boulevard

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



Chris Swope

Lansing City Clerk

«OWNERNAME1»
«OWNERNAME2»
«PSTLADDRESS»
«PSTLCITY», «PSTLSTATE» «PSTLZIP5»

September 10, 2019

From: Chris Swope, Lansing City Clerk
Subject: Notice of additional Public Hearing regarding proposed creation of the Lansing Gateway Corridor Improvement Authority

Your property, «**SITEADDRESS**» (**Parcel # «PARCELNO»**), is within the proposed corridor improvement authority. Below is a notice of public hearing that may be of interest to you. For further information, please contact Hannah Bryant, Lansing Economic Area Partnership (LEAP) at (517) 388-1947 or hannah@purelansing.com

CITY OF LANSING NOTICE OF PUBLIC HEARING

Notice is hereby given that a Public Hearing will be held on Monday, October 14 at 7:00 p.m. in the City Council Chambers, 10th Floor Lansing City Hall, 124 W. Michigan Ave., Lansing, MI, on the proposed creation of Lansing Gateway Corridor Improvement Authority in accordance with the provisions of Part 6, Corridor Improvement Authorities, of the Recodified Tax Increment Financing Act, Public Act 57 of 2018, as amended (the Act) and as defined by Public Act 57 of 2018 as:

Eligible property within an area along North Grand River bounded by an area of all commercial property, as defined by Public Act 57 of 2018, found within 500 feet of the centerline of North Grand River, east on Franette Road to Old US 27 on East North Street with branches on North Martin Luther King Boulevard, Turner Road and Capital City Boulevard

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.

September 10, 2019

Re: Proposed Lansing Gateway Corridor Improvement Authority

Dear Property Owner of «SITEADDRESS» (Parcel # «PARCELNO»),:

Please be aware that the Lansing City Council will be placing on its October 14, 2019 agenda consideration of a resolution to create the Lansing Gateway Corridor Improvement Authority in accordance with the State enabled Corridor Improvement Authority Act. You are being notified because your property is located within the proposed area.

If the Corridor Improvement Authority is established, it will not increase or create new taxes. The purpose of the Corridor Improvement Authority is to strategically promote redevelopment and economic growth along the corridor by establishing a board of local business owners, property owners, and residents. An exploratory committee working on behalf of the corridor has outlined goals that were formulated after discussion and input from community members along the corridor.

If established, the Authority will be able to use a variety of financial tools to advocate and enhance the aesthetics of the corridor, such as streetscape and landscape enhancements, improvement of transportation systems, wayfinding, and other public improvements.

The City Council meeting is **October 14, 2019 at City Hall 10th floor, 124 W Michigan Ave. Lansing, MI 48933 at 7:00p.m.** A notice of the public hearing is on the reverse side of this page.

If you have any questions, please contact me at (517) 388-1947 or hannah@purelansing.com

Sincerely,



Hannah Bryant
Economic Development Specialist
Lansing Economic Area Partnership

**CITY OF LANSING
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a Public Hearing will be held on Monday, October 14 at 7:00 p.m., in the City Council Chambers, 10th Floor Lansing City Hall, 124 W. Michigan Ave., Lansing, MI on the proposed creation of South Martin Luther King Corridor Improvement Authority in accordance with the provisions of Part 6, Corridor Improvement Authorities, of the Recodified Tax Increment Financing Act, Public Act 57 of 2018, as amended (the Act) and as defined by Public Act 57 of 2018 as:

Eligible property within an area along South Martin Luther King Jr. Boulevard bounded by an area of all commercial property, as defined by Public Act 57 of 2018, found within 500 feet of the centerline of South Martin Luther King Jr. Boulevard, from the railroad tracks south of Victor Avenue to I-96.

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



Chris Swope

Lansing City Clerk

«OWNERNAME1»
«OWNERNAME2»
«PSTLADDRESS»
«PSTLCITY», «PSTLSTATE» «PSTLZIP5»

September 10, 2019

From: Chris Swope, Lansing City Clerk
Subject: Notice of additional Public Hearing regarding proposed creation of South Martin Luther King Corridor Improvement Authority

Your property, «**SITEADDRESS**» (**Parcel # «PARCELNO»**), is within the proposed corridor improvement authority. Below is a notice of public hearing that may be of interest to you. For further information, please contact Hannah Bryant, Lansing Economic Area Partnership (LEAP) at (517) 388-1947 or hannah@purelansing.com.

CITY OF LANSING NOTICE OF PUBLIC HEARING

Notice is hereby given that a Public Hearing will be held on Monday, October 14 at 7:00 p.m. in the City Council Chambers, 10th Floor Lansing City Hall, 124 W. Michigan Ave., Lansing, MI, on the proposed creation of South Martin Luther King Corridor Improvement Authority in accordance with the provisions of Part 6, Corridor Improvement Authorities, of the Recodified Tax Increment Financing Act, Public Act 57 of 2018, as amended (the Act) and as defined by Public Act 57 of 2018 as:

Eligible property within an area along South Martin Luther King Jr. Boulevard bounded by an area of all commercial property, as defined by Public Act 57 of 2018, found within 500 feet of the centerline of South Martin Luther King Jr. Boulevard, from the railroad tracks south of Victor Avenue to I-96.

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.

September 10, 2019

Re: Proposed South Martin Luther King Corridor Improvement Authority

Dear Property Owner of «SITEADDRESS» (Parcel # «PARCELNO»),:

Please be aware that the Lansing City Council will be placing on its October 14, 2019 agenda consideration of a resolution to create the South Martin Luther King Corridor Improvement Authority in accordance with the State enabled Corridor Improvement Authority Act. You are being notified because your property is located within the proposed area.

If the Corridor Improvement Authority is established, it will not increase or create new taxes. The purpose of the Corridor Improvement Authority is to strategically promote redevelopment and economic growth along the corridor by establishing a board of local business owners, property owners, and residents. An exploratory committee working on behalf of the corridor has outlined goals that were formulated after discussion and input from community members along the corridor.

If established, the Authority will be able to use a variety of financial tools to advocate and enhance the aesthetics of the corridor, such as streetscape and landscape enhancements, improvement of transportation systems, wayfinding, and other public improvements.

The City Council meeting is **October 14, 2019 at City Hall 10th floor, 124 W Michigan Ave. Lansing, MI 48933 at 7:00p.m.** A notice of the public hearing is on the reverse side of this page.

If you have any questions, please contact me at (517) 388-1947 or hannah@purelansing.com

Sincerely,



Hannah Bryant
Economic Development Specialist
Lansing Economic Area Partnership

RESOLUTION #2019-

BY COUNCILMEMBER HUSSAIN

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the term for Lori Adams Simon, Third Ward representative on the Board of Ethics, expired June 30, 2019; and

WHEREAS, the Third Ward Councilmember Adam Hussain has recommended the reappointment of Lori Adams Simon; and

WHEREAS, the recommendation has been vetted, and meets all Charter Requirements;

NOW, THEREFORE BE IT RESOLVED the Lansing City Council, hereby, reappoints Lori Adams Simon to the Board of Ethics, Third Ward position, term to expire June 30, 2023.

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

WHEREAS, the Mayor made the appointment of Laurie Strauss Baumer of 3122 Pinto Circle, Lansing, MI 48906 as a Member of the Michigan Avenue Corridor Improvement Authority for a term to expire June 30, 2022; and

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

WHEREAS, the Committee on Development and Planning took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Laurie Strauss Baumer of 3122 Pinto Circle, Lansing, MI 48906 as a Member of the Michigan Avenue Corridor Improvement Authority for a term to expire June 30, 2022.

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

Act-14-2019, NW Corner of Miller and Aurelius [PPN #33-01-05-03-481-031 (part)],
Easement for Traffic Signal

WHEREAS, the Public Service Department proposes to acquire an easement at the NW corner of Miller and Aurelius Roads for the purpose of upgrading the traffic signal at the intersection of those two roads; and

WHEREAS, the property is owned by Jackson National Life Insurance Company; and

WHEREAS, the proposed easement is triangular in shape, 125 square feet in size; and

WHEREAS, on September 3, 2019, the Planning Board reviewed the proposal in accordance with its Act 33 Review procedures, and found that the property is currently vacant and undeveloped, and the easement will facilitate the installation of a new traffic signal while preserving the open space character of the property; and

WHEREAS, the Planning Board voted unanimously (5-0) to recommend approval of the proposed easement; and

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

NOW THEREFORE BE IT RESOLVED, the Lansing City Council hereby approves Act-14-2019, the acquisition of an easement over the 125 square feet nearest to the NW corner of the intersection, legally described as:

Beginning at the SE corner of Section 3, thence north 10 feet along the west line of Aurelius Road, thence southwesterly 26.86 feet to the north line of Miller Road, thence east 25' along said line to the P.O.B.

from Jackson National Life, 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 transaction, subject to prior approval as to content and form by the City Attorney.

BY THE COMMITTEE ON DEVELOPMENT AND PLANNING
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING
RESOLUTION TO SET A PUBLIC HEARING FOR BROWNFIELD PLAN #77
500 BLOCK REDEVELOPMENT PROJECT

WHEREAS, the Lansing Brownfield Redevelopment Authority has prepared and forwarded an approved Brownfield Plan pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, Public Act 381 of 1996, as amended, for property commonly referred to as 501 S. Capitol Avenue and 535 & Vacant S. Capitol Avenue and 520 & Vacant S. Washington Avenue located in the City of Lansing; and

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

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

NOW, THEREFORE, BE IT RESOLVED that a public hearing be held in the City Council Chambers of the City of Lansing, 10th Floor, Lansing City Hall, Lansing, Michigan, on October 28, 2019 at 7:00 p.m. on Brownfield Plan #77 – 500 Block Redevelopment Project under the Brownfield Redevelopment Financing Act, for property more particularly described as:

501 S. Capitol Avenue, Lansing, MI 48933 Legal Description:

A portion of Tax ID: 33-01-01-16-381-001 described as:

Parcel A:

Lots 10, 11, & 12, Block 149, Original Plat of the City of Lansing Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 2 of Plats, Page 36, Ingham County Records.

A portion of Tax ID: 33-01-01-16-381-001 described as:

Parcel B:

Lot 9, Block 149, Original Plat of the City of Lansing Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 2 of Plats, Page 36, Ingham County Records.

535 & Vacant S. Capitol Avenue and 520 & Vacant S. Washington Avenue, Lansing, MI 48933 Legal Description:

Tax ID: 33-01-01-16-381-011

The North 44 feet of the West 77 feet of Lot 8 and the North 32 feet of the West 44 feet of the East 88 feet of Lot 8, Block 149, Original Plat of the City of Lansing Ingham County, Michigan, according to the recorded plat thereof, as recorded in

Liber 2 of Plats, Page 36, Ingham County Records.

Tax ID: 33-01-01-16-381-021

The North 22 feet of the West 77 feet of Lot 7 and the South 22 feet of the West 77 feet of Lot 8, Block 149, Original Plat of the City of Lansing Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 2 of Plats, Page 36, Ingham County Records.

Tax ID: 33-01-01-16-381-031

The South 44 feet of the West 77 feet of Lot 7, Block 149, Original Plat of the City of Lansing Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 2 of Plats, Page 36, Ingham County Records.

Tax ID: 33-01-01-16-381-043

Lot 5 & 6, Block 149, Original Plat of the City of Lansing Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 2 of Plats, Page 36, Ingham County Records.

Tax ID: 33-01-01-16-381-051

Lot 4, Block 149, Original Plat of the City of Lansing Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 2 of Plats, Page 36, Ingham County Records.

Tax ID: 33-01-01-16-381-081

Lots 1, 2 & 3, Block 149, Original Plat of the City of Lansing Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 2 of Plats, Page 36, Ingham County Records.

A portion of Tax ID: 33-01-01-16-381-001 described as:

Parcel C:

The East 88 feet of Lot 7 and the East 44 feet of Lot 8 and the West 44 feet of the East 88 feet of the South 34 feet of Lot 8, Block 149, Original Plat of the City of Lansing Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 2 of Plats, Page 36, Ingham County Records,

and that the City Clerk cause notice of such hearing to be published twice in a publication of general circulation, no less than 10 days or more than 40 days prior to the date of the public hearing, and that the City Clerk also cause the legislative body of each taxing unit levying ad valorem taxes on this property, to be notified of Brownfield Plan #77 – 500 Block Redevelopment Project and the scheduled public hearing.

RESOLUTION #2019-

BY THE COMMITTEE ON DEVELOPMENT AND PLANNING
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING
RESOLUTION DECLARING INTENT TO TERMINATE BROWNFIELD PLAN #45
OLD TOWN TEMPLE BUILDING REHABILITATION PROJECT AND SETTING
PUBLIC HEARING FOR THE SAME

WHEREAS, the Brownfield Redevelopment Authority (the 'Authority') of the City of Lansing, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, Public Act, Public Act 381 of 1996, as amended, (the 'Act') has forwarded a request to terminate Brownfield Plan #45 - Old Town Temple Building Rehabilitation Project under section 14(8) subdivision (b) of the Act; and

WHEREAS, Brownfield Plan #45 - Old Town Temple Building Rehabilitation Project, was previously approved by the Lansing City Council on November 9, 2009 for property commonly referred to as 502 E. Cesar E. Chavez Avenue located in the City of Lansing; and

WHEREAS, the project for which eligible activities were identified in Brownfield Plan #45 - Old Town Temple Building Rehabilitation Project failed to occur with respect to the eligible property for at least 2 years following the date of the resolution approving the brownfield plan; and

WHEREAS, if a brownfield plan is terminated under subdivision (b) of section 14(8), the governing body may approve a new brownfield plan for the eligible property under which tax increment revenues may be captured for up to the period of time provided under section 13 (5); and

WHEREAS, pursuant to section 14(b)(i) of the Act, written notice of intent to terminate is required to be sent to by certified mail to Old Town Temple, LLC, the developer for Brownfield Plan #45 - Old Town Temple Building Rehabilitation Project (the Developer); and

WHEREAS, pursuant to section 14(b)(ii) of the Act, the Developer must have the ability to be heard at a public meeting on the proposed termination, no less than 30 days after notice of the intent to terminate has been sent to the Developer by certified mail.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council intends to terminate Brownfield Plan #45.

BE IT FURTHER RESOLVED that a public hearing shall be held in the City Council Chambers of the City of Lansing, 10th Floor, Lansing City Hall, Lansing Michigan, at 7:00 P.M. on the 18th day of November, for the purpose of allowing the Developer an opportunity to be heard on the termination of Brownfield Plan #45.

BE IT FINALLY RESOLVED that the Lansing City Clerk is directed to send notice of intent to terminate Brownfield Plan #45, and notice of the hearing on November 18, 2019, by certified mail to the Developer.

THIS ITEM NOT AVAILABLE AT TIME OF PRINT

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

WHEREAS, Section 1460.46 of the Codified Ordinances provides for the Lansing City Council to approve fees pertaining to the Lansing Housing Code; and

WHEREAS, The Code Enforcement Office has provided a list of fees used in the enforcement of the Lansing Housing Code; and

WHEREAS, Fees having been established to defray the administrative expenses related to Code Enforcement activities to justify each fee; and

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council approves the following fee schedule:

CODE COMPLIANCE ACTIVITY FEES

RENTAL HOUSING REGISTRATION

New Registration	\$400.00
Change of Owner	\$200.00/Building

RENTAL HOUSING INSPECTIONS

Base fee per building is **\$215.00** for 1 & 2 family structures; **\$150.00** for multiple family structures, townhouses or condos plus:

Single Family Dwelling	\$25.00 per unit
Duplex	\$25.00 per unit
Townhouses or Condos	\$25.00 per unit
Multiple Dwellings (per unit cost)	\$18.00 per unit
Missed Appointment - No Show Fee	\$65.00
Rental Inspection Appointments made by Certified Mail	\$35.00
Rental Re-Inspections (2 nd , 3 rd , & 4 th re-inspection)	\$50.00, \$100.00, \$150.00

ADMINISTRATIVE SERVICES FEES

LANDLORD FAILURE TO COMPLY NOTICE (follow up)	\$100.00
ADMINISTRATIVE FEE-FAILURE TO REGISTER RENTAL PROPERTY	\$150.00
LATE FEE (30 DAYS) RENTAL HOUSING INSPECTION-SINGLE FAMILY	\$120.00
LATE FEE (60 DAYS) RENTAL HOUSING INSPECTION-SINGLE FAMILY	\$120.00
LATE FEE (30 DAYS) RENTAL HOUSING INSPECTION –MULTI-FAMILY	\$75.00
LATE FEE (60 DAY) RENTAL HOUSING INSPECTION-MULTI-FAMILY	\$150.00

Second Notice Fees

Second and subsequent premise violations (trash and grass) in the same calendar year are subject to an administrative fee of 2nd Notice:

3 rd Notice:	\$75.00
Subsequent Notices:	\$150.00
	\$300.00

Red Tag Monitoring fees

Properties that have been red tagged and required monitoring by the City of Lansing are subjected to a monthly administrative fee of \$150.00

Trash and Grass Abatement Fees

This service fee does not include cleanup and mowing costs charged by the contractor \$265.00

Emergency Board-up Fees

A residential structure that is found to be open and accessible (not capable of being secured) is considered to be an attractive nuisance and shall be boarded. This service fee does not include costs assessed by the contractor for time and materials. \$265.00

Demolition Fees

\$4,000.00

Properties entered into the "Make Safe or Demolish" process that are eventually demolished by the City of Lansing are subject to an administrative fee. **This administrative fee is broken down in ½ with the owner being billed \$2,000.00 after it leaves the Demolition Board and the following \$2,000.00 if an when the city demolishes the property.** These figures do not include demolition and removal costs charged by the contractor.

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

WHEREAS, the Mayor made the appointment of Sean N. Hammond, 820 N. Verlinden Avenue, Lansing, MI 48915 as a 4TH Ward Member of the Park Board for a term to expire June 30, 2020; and

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

WHEREAS, the Committee on Public Service met on October 1, 2019 and took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Sean N. Hammond, 820 N. Verlinden Avenue, Lansing, MI 48915 as a 4TH Ward Member of the Park Board for a term to expire June 30, 2020.

RESOLUTION # _____

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

WHEREAS, the City Attorney has requested and recommended the appointment of the Hausfeld law firm of Washington D.C. as special outside legal counsel to represent the BWL in connection with in a matter to recover damages on freight fuel surcharges that it paid to several rail companies between 2003-2008. The Class Certification spanned 9 years in the case *In re Rail Freight Fuel Surcharge Antitrust Litig.*, case number 1:07-mc-00489 (D.D.C.) ("Fuel Surcharge Antitrust Litigation"), during which time BWL was an absent class member. Now that the court has denied class certification, litigation will continue through individual actions. Hausfeld is best suited to manage the litigation because the firm has been handling the class action lawsuit over the last 12 years, representing multiple class members, and conducted discovery and gathered evidence of liability against several rail companies.

NOW, THEREFORE, BE IT RESOLVED that Hausfeld is hereby approved as legal counsel to represent the BWL in the Fuel Surcharge Antitrust Litigation to recover damages on freight fuel surcharges that it paid to several rail companies between 2003-2008.

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

WHEREAS, Lansing Police Department has submitted application for an annual grant to the Michigan State Police, Grants and Community Services Division for an Automobile Theft Prevention Authority (ATPA) grant; and

WHEREAS, the Lansing Police Department was informed on September 9, 2019, that it has been selected to receive grant funding in the amount of \$168,557; and

WHEREAS, The Lansing Police Department has a required local match of \$67,423 (40%) of the grant; and

WHEREAS, The ATPA portion is \$101,134 (60%); and

WHEREAS, the grant funds will be utilized solely for the benefit of motor vehicle theft prevention programs and initiatives; and

WHEREAS, the grant period is October 1, 2019 to September 30, 2020; and

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the Automobile Theft Prevention Authority grant in the amount of \$168,557 for the program period October 1, 2019 through September 30, 2020); and

BE IT FINALLY 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 grant funds.

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

WHEREAS, Lansing Police Department (LPD) has submitted application to the Michigan Office of Highway Safety Planning (OHSP) for funding to be utilized for an enforcement program on pedestrian and bicycle safety laws; and

WHEREAS, the Lansing Police Department was informed on September 7, 2019, that it has been selected to receive grant funding of \$12,391; and

WHEREAS, the grant period is October 1, 2019 through September 30, 2020; and

WHEREAS, Lansing Community College (LCC) is a sub-recipient that will receive \$3,045 of the \$12,391 grant; and

WHEREAS, Twenty percent (\$2,478) of the \$12,391 grant consists of local match (\$1,869 for LPD and \$609 for LCC); and

WHEREAS, The city of Lansing had a total of 261 pedestrian crashes and 237 bicyclist crashes during a 5-year period (2013-2017), making it the 5th highest city for both pedestrian and bicyclists crashes in Michigan;

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the Office of High Safety Planning grant for the period October 1, 2019 through September 30, 2020 in the amount of \$12,391, of which 20% is local match; and

BE IT FINALLY 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 funds.

INTRODUCTION OF ORDINANCE

An ordinance of the City of Lansing, Michigan, providing for the rezoning of a parcel of real property located in the City of Lansing, Michigan, and for the revision of the district maps adopted by Section 1246.02 of the Code of Ordinances

Z-6-2019: Parcel #: 33-01-01-16-428-131, 100 Block of S. Larch Street, from "G-1" Business District to "H" Light Industrial District

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

DRAFT

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

Resolved by the City Council of the City of Lansing that a public hearing be set for Monday, November 18, 2019 at 7 p.m. in City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, for the purpose of approving and/or opposing the Ordinance for rezoning:

Z-6-2019: Parcel #: 33-01-01-16-428-131, 100 Block of S. Larch Street, from
“G-1” Business District to “H” Light Industrial District

THIS PAGE LEFT BLANK

PASSAGE OF ORDINANCE

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

Z-5-2018 136 E. Malcolm X Street & Vacant Parcel to its East, Rezoning from
"DM-4" Residential & "J" Parking Districts to "G-1" Business District

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

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

☐ ADOPTED

☐ FAILED

DRAFT

ORDINANCE # _____

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

The City of Lansing ordains:

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

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

Case Number: Z-5-2018

Parcel Number's: 33-01-01-21-203-003 & 33-01-01-21-203-020

Address: 136 E. Malcolm X Street & Vacant Parcel to its West

Legal Descriptions: Lots 6 through 11, Inclusive, Block 177 Original Plat, from "DM-4" Residential & "J" Parking Districts to "G-1" Business District.

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

Section 3. This ordinance was duly adopted by the Lansing City Council on _____, 2019, 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.



Chris Swope
Lansing City Clerk

October 11, 2019

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

Dear Councilmembers:

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

BOARD NAME

DATE OF MEETING

Board of Water and Light Commission

July 23, 2019

Lansing Brownfield Redevelopment Authority

July 12, 2019
August 2, 2019

Lansing Economic Development Corporation

September 6, 2019

Lansing Tax Increment Finance Authority

September 6, 2019

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

Sincerely,

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

Chris Swope, CMC, CMMC
Lansing City Clerk

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

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

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

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

BE IT FURTHER RESOLVED the City Clerk is requested to provide a copy of this resolution to the One Starfish of 1504 Knollwood Avnue. Lansing, MI 48906.



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

Organization Name (As Incorporated): One Starfish

Address: 1504 Knollwood Ave.

City: Lansing State: MI Zip: 48906

Contact Person: Debra Fast

Main Contact Number: (517) 719-7531 Secondary Contact Number: (517) 719-7531

Email Address: OneStarfishGuatemala@AOL.com

Please include the following with your application:

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

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

Debra J. Fast

Signature

9.16.19

Date

*Fee waiver request

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

we are a very small organization with less than \$1200 in our account.

Debra J. Fast

Signature

9.16.19

Date

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

Chris Swope, City Clerk
Lansing City Clerk's Office
Ninth Floor, City Hall, 124 W. Michigan Ave., Lansing, MI 48933-1695
City.clerk@lansingmi.gov 517-483-4131

One Starfish Corporation Nonprofit Bylaws

ARTICLE I. NAME OF ORGANIZATION

The name of this corporation shall be One Starfish Corporation. The business of the corporation may be conducted as One Starfish Corporation, One Starfish or One Starfish Guatemala.

ARTICLE II. CORPORATE PURPOSE

Section 1. Nonprofit Purpose

One Starfish is a non-profit corporation and shall be operated exclusively for charitable purposes within the meaning of Section 501 (c)(3) of the Internal Revenue Code of 1986, or the corresponding section of any future Federal tax code.

Section 2. Specific Purpose

One Starfish promotes the betterment of life for the indigenous people of Guatemala, through health, education, nutrition and community development initiatives. Effecting long-term change in families and their communities while demonstrating the love of God.

The specific objectives and purpose of this organization shall be:

- a. may provide for health needs, such as medication, doctors' visits, medical emergencies, along with other health needs that may arise.
- b. may provide for educational needs, such as tuition, sponsorships, graduation fees, cost of books and other school supplies, along with other unforeseen education costs.
- c. may provide food, vitamins, feeding programs, nutrition education, along with other unforeseen nutritional needs.
- d. may provide small business startup loans, purchasing houses and/or land, dwelling repair, updating community buildings and/or houses, along with other community/housing projects yet to be established.

Section 3. Powers

The corporation shall have the power, directly or indirectly, alone or in conjunction or cooperation with others, to do any and all lawful acts which may be necessary or convenient to affect the charitable purposes, for which the corporation is organized, and to aid or assist other organizations or persons whose activities further accomplish, foster, or attain such purposes. The powers of the corporation may include, but not be limited to, the acceptance of contributions from the public and private sectors, whether financial or in-kind contributions.

Section 4. Nonprofit Status and Exempt Activities Limitation.

- a. Nonprofit Legal Status. One Starfish Corporation is a Michigan non-profit public benefit corporation, to be operated as if tax exempt under Section 501(c)(3) of the United States Internal Revenue Code.
- b. Exempt Activities Limitation. Notwithstanding any other provision of these Bylaws, no director, officer, employee, member, or representative of this corporation shall take any action or carry on any activity by or on behalf of the corporation not permitted to be taken or carried on by an organization as if exempt under Section 501(c)(3) of the Internal Revenue Code as it now exists or may be amended, or by any organization contributions to which are deductible under Section 170(c)(2) of such Code and Regulations as it now exists or may be amended. No part of the net earnings of the corporation shall inure to the benefit or be distributable to any director, officer, member, or other private person, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the Articles of Incorporation and these Bylaws.
- c. Distribution Upon Dissolution. Upon termination or dissolution of the One Starfish Corp., any assets lawfully available for distribution shall be distributed to one (1) or more qualifying organizations described in Section 501(c)(3) of the 1986 Internal Revenue Code (or described in any corresponding provision of any successor statute) which organization or organizations have a charitable purpose which, at least generally, includes a purpose similar to the terminating or dissolving corporation.
- d. The organization to receive the assets of the One Starfish Corp. hereunder shall be selected in the discretion of a majority of the managing body of the corporation, and if its members cannot so agree, then the recipient organization shall be selected pursuant to a verified petition in equity filed in a court of proper jurisdiction against the One Starfish Corp., by one (1) or more of its managing body which verified petition shall contain such statements as reasonably indicate the applicability of this section. The court upon a finding that this section is applicable shall select the qualifying organization or organizations to receive the assets to be distributed, giving preference if practicable to organizations located within the State of Michigan.
- e. In the event that the court shall find that this section is applicable but that there is no qualifying organization known to it which has a charitable purpose, which, at least generally, includes a purpose similar to the One Starfish Corp., then the court shall direct the distribution of its assets lawfully available for distribution to the Treasurer of the State of Michigan to be added to the general fund.

ARTICLE III. MEMBERSHIP

Section 1. Eligibility for Membership

The membership of the corporation shall consist of the members of the Board of Directors.

Section 2. No Membership Classes

The corporation shall have no members who have any right to vote or title or interest in or to the corporation, its properties and franchises.

Section 3. Non-Voting Affiliates

The board of directors may approve classes of non-voting affiliates with rights, privileges, and obligations established by the board. Affiliates may be individuals, businesses, and other organizations that seek to support the mission of the corporation. The board, a designated committee of the board, or any duly elected officer in accordance with board policy, shall have authority to admit any individual or organization as an affiliate, to recognize representatives of affiliates, and to make determinations as to affiliates' rights, privileges, and obligations. At no time shall affiliate information be shared with or sold to other organizations or groups without the affiliate's consent. At the discretion of the board of directors, affiliates may be given endorsement, recognition and media coverage at fundraising activities, clinics, other events or at the corporation website. Affiliates have no voting rights, and are not members of the corporation.

Section 4. Dues

Any dues for affiliates shall be determined by the board of directors.

ARTICLE IV. MEETINGS OF MEMBERS

Section 1. Regular Meetings.

Regular meetings of the members shall be held annually, at a time and place designated by the chair.

Section 2. Special Meetings.

Special meetings may be called by the chair, the Executive Committee, or a simple majority of the board of directors.

Section 3. Notice of Meetings

A notice of each meeting shall be given to each board member, by mail or email, not less than two weeks prior to the meeting.

Section 4. Quorum

A quorum for a meeting of the members shall consist of at least fifty percent (50%) of the active membership.

Section 5. Voting

All issues to be voted on shall be decided by a simple majority of those present at the meeting in which the vote takes place.

ARTICLE V. BOARD OF DIRECTORS

Section 1. General Powers

The affairs of the Corporation shall be managed by its Board of Directors. The Board of Directors shall have control of and be responsible for the management of the affairs and property of the Corporation.

Section 2. Number of Directors

The number of Directors shall be fixed from time-to-time by the Directors but shall consist of no less than four (4) nor more than ten (10) including the following officers: the President, the Vice-President, the Secretary, and the Treasurer.

- a. Attend scheduled meetings.
- b. Support the vision & mission of the organization.

Section 3. Terms

- a. All directors shall be elected to serve a one-year term, however the term may be extended until a successor has been elected.
- b. Director terms shall be staggered so that approximately half the number of directors will end their terms in any given year.
- c. Directors may serve terms in succession.

Section 4. Regular and Annual Meetings

An annual meeting of the Board of Directors shall be held at a time and day of each calendar year and at a location designated by the Executive Committee of the Board of Directors. The Board of Directors may provide by resolution the time and place, for the holding of regular meetings of the Board. Notice of these meetings shall be sent to all members of the Board of Directors no less than two (2) weeks, prior to the meeting date.

Section 5. Special Meetings

Special meetings of the Board of Directors may be called by or at the request of the President or any two members of the Board of Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any location, as the place for holding any special meeting of the Board called by them.

Section 6. Quorum

The majority of current members of the Board of Directors shall be necessary at any meeting to constitute a quorum to transact business, but a lesser number shall have power to adjourn to a specified later date without notice. The act of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these by-laws.

Section 7. Forfeiture

Any member of the Board of Directors who fails to fulfill any of his or her requirements as set forth in Section 2(a & b) of this Article by September 1st shall automatically forfeit his or her seat on the Board. The Secretary shall notify the Director in writing that his or her seat has been declared vacant, and the Board of Directors may forthwith immediately proceed to fill the vacancy. Members of the Board of Directors who are removed for failure to meet any or all of the requirements of Section 2(a & b) of this Article are not entitled to vote at the annual meeting and are not entitled to the procedure outlined in Section 14 of this Article in these by-laws.

Section 8. Vacancies

Whenever any vacancy occurs in the Board of Directors it shall be filled within a reasonable time by a majority vote of the remaining members of the Board of Directors at a regular meeting. Vacancies may be created and filled according to Article IV Section 5.

Section 9. Compensation

Members of the Board of Directors shall not receive any compensation for their services as Directors.

Section 10. Confidentiality

Directors shall not discuss or disclose information about the Corporation or its activities to any person or entity unless such information is already a matter of public knowledge, such person or entity has a need to know, or the disclosure of such information is in furtherance of the Corporations' purposes, or can reasonably be expected to benefit the Corporation. Directors shall use discretion and good business judgment in discussing the affairs of the Corporation with third parties. Without limiting the foregoing, Directors may discuss upcoming fundraisers and the purposes and functions of the Corporation, including but not limited to accounts on deposit in financial institutions.

Each Director shall execute a confidentiality agreement consistent herewith upon being voted onto and accepting appointment to the Board of Directors.

Section 11. Advisory Council

An Advisory Council may be created whose members shall be elected by the members of the Board of Directors annually but who shall have no duties, voting privileges, nor obligations for attendance at regular meetings of the Board. Advisory Council members may attend said meetings at the invitation of a member of the Board of Directors. Members of the Advisory Council shall possess the desire to serve the community and support the work of the Corporation by providing expertise and professional knowledge. Members of the Advisory Council shall comply with the confidentiality policy set forth herein and shall sign a confidentiality agreement consistent therewith upon being voted onto and accepting appointment to the Advisory Council.

Section 12. Parliamentary Procedure

Any question concerning parliamentary procedure at meetings shall be determined by the President by reference to Robert's Rules of Order.

Section 13. Removal.

Any member of the Board of Directors or members of the Advisory Council may be removed with or without cause, at any time, by vote of three-quarters (3/4) of the members of the Board of Directors if in their judgment the best interest of the Corporation would be served thereby. Each member of the Board of Directors must receive written notice of the proposed removal at least ten (10) days in advance of the proposed action.

Members of the Board of Directors who are removed for failure to meet the minimum requirements in Section 2(a & b) of this Article in these by-laws automatically forfeit their positions on the Board pursuant to Section 7 of this Article, and are not entitled to the removal procedure outlined in Section 14 of this Article.

Section 14. Resignation.

Any resignation shall take effect at the date of the receipt of the notice or at any later time specified in the notice. The acceptance of the resignation shall not be necessary to make it effective.

ARTICLE VI. OFFICERS

The officers of the corporation shall be a board president, vice-president, secretary, and treasurer, all of whom shall be chosen by, and serve at the pleasure of, the board of directors. Each board officer shall have the authority and shall perform the duties set forth in these Bylaws or by resolution of the board or by direction of an officer authorized by the board to prescribe the duties and authority of other officers. The board may also appoint additional vice-presidents and such other officers as it deems expedient for the proper conduct of the business of the corporation, each of whom shall have such authority and shall perform such duties as the board of directors may determine. One person may hold two or more board offices, but no board officer may act in more than one capacity where action of two or more officers is required.

Section 1. President

The President shall preside at all meetings of the membership. The President shall have the following duties:

- a. He/She shall preside at all meetings of the board of directors.
- b. He/She shall have general and active management of the business of this board of directors.
- c. He/She shall see that all orders and resolutions of the board of directors are brought to the board of directors.
- d. He/She shall have general superintendence and direction of all other officers of this corporation and see that their duties are properly performed.
- e. He/She shall submit a report of the operations of the program for the fiscal year to the board of directors and members at their annual meetings, and from time to time, shall report to the Board all matters that may affect this program.
- f. He/She shall be Ex-officio member of all standing committees and shall have the power and duties usually vested in the office of the President.

Section 2. Vice-President

The Vice-President shall be vested with all the powers and shall perform all the duties of the President during the absence of the latter. The Vice-Presidents duties are:

- a. He/She shall have the duty of chairing their perspective committee and such other duties as may, from time to time, be determined by the board of directors.

Section 3. Secretary

The Secretary shall attend all meetings of the board of directors and of the Executive Committee, and all meetings of members, and assisted by a staff member, will act as a clerk thereof. The Secretary's duties shall consist of:

- a. He/She shall record all votes and minutes of all proceedings in a book to be kept for that purpose. He/She in concert with the President shall make the arrangements for all meetings of the board of directors, including the annual meeting of the organization.
- b. Assisted by a staff member, he/she shall send notices of all meetings to the members of the board of directors and shall take reservations for the meetings.
- c. He/She shall perform all official correspondence from the board of directors as may be prescribed by the board of directors or the President.

Section 4. Treasurer

The Treasures duties shall be:

- a. He/She shall submit for the Finance and Fund Development Committee approval of all expenditures of funds raised by the board of directors, proposed capital expenditures (equipment and furniture) , by the staff of the agency.
- b. He/She shall present a complete and accurate report of the finances raised by this board of directors at any other time upon request to the board of directors.
- c. He/She shall have the right of inspection of the funds resting with the One Starfish including budgets and subsequent audit reports.
- d. It shall be the duty of the Treasurer to assist in direct audits of the funds of the program according to generally accepted accounting principles.
- e. He/She shall perform such other duties as may be prescribed by the board of directors or the President under whose supervision he/she shall be.

Section 5. Election of Officers

Officers of the board of directors shall be eligible to succeed themselves in their respective offices.

ARTICLE VII. COMMITTEES

Section 1. Committee Formation

The board may create committees as needed, such as fundraising, housing, public relations, data collection, etc. The board chair appoints all committee chairs.

Section 2. Executive Committee

The four officers serve as the members of the Executive Committee, if formed. Except for the power to amend the Articles of Incorporation and Bylaws, the Executive Committee shall have all the powers and authority of the board of directors in the intervals between meetings of the board of directors, and is subject to the direction and control of the board of directors.

Section 3. Finance Committee

The treasurer is the chair of the Finance Committee if formed, which includes three other board members. The Finance Committee is responsible for developing and reviewing fiscal procedures, fundraising plans, and the annual budget with staff and other board members. The board must approve the budget and all expenditures must be within budget. Any major change in the budget must be approved by the board or the Executive Committee. The fiscal year shall be the calendar year. Annual reports are required to be submitted to the board showing income, expenditures, and pending income. The financial records of the organization are public information and shall be made available to the membership, board members, and the public.

ARTICLE VIII. CORPORATE STAFF

Section 1: Executive Director

The Board of Directors reserves the right to hire an Executive Director when and if the need arises.

ARTICLE IX. – Conflict of Interest and Compensation

Section 1: Purpose

The purpose of the conflict of interest policy is to protect this nonprofit, and future tax-exempt, organization's (Organization) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Section 2: Definitions

a. Interested Person

Any director, principal officer, or member of a committee with governing board delegated powers,

who has a direct or indirect financial interest, as defined below, is an interested person.

b. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

1. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,
2. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
3. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

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

Section 3. Procedures

- a. **Duty to Disclose.** In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

- b. **Determining Whether a Conflict of Interest Exists.** After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

c. Procedures for Addressing the Conflict of Interest

1. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
2. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
3. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

d. Violations of the Conflicts of Interest Policy

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

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

Section 4. Records of Proceedings

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

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

Section 5. Compensation

- a. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Section 6. Annual Statements

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

- a. Has received a copy of the conflicts of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and

Section 7. Periodic Reviews

To ensure the Organization operates in a manner consistent with charitable purposes periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

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

ARTICLE X. IDEMNIFICATION

Section 1. General

To the full extent authorized under the laws of the state of Michigan, the corporation shall indemnify any director, officer, employee, or agent, or former member, director, officer, employee, or agent of the corporation, or any person who may have served at the corporation's request as a director or officer of another corporation (each of the foregoing members, directors, officers, employees, agents, and persons is referred to in this Article individually as an "indemnitee"), against expenses actually and necessarily incurred by such indemnitee in connection with the defense of any action, suit, or proceeding in which that indemnitee is made a party by reason of being or having been such member, director, officer, employee, or agent, except in relation to matters as to which that indemnitee shall have been adjudged in such action, suit, or proceeding to be liable for negligence or misconduct in the performance of a duty. The foregoing indemnification shall not be deemed exclusive of any other rights to which an indemnitee may be entitled under any bylaw, agreement, resolution of the Board of Directors, or otherwise.

Section 2. Expenses

Expenses (including reasonable attorneys' fees) incurred in defending a civil or criminal action, suit, or proceeding may be paid by the corporation in advance of the final disposition of such action, suit, or proceeding, if authorized by the Board of Directors, upon receipt of an undertaking by or on behalf of the indemnitee to repay such amount if it shall ultimately be determined that such indemnitee is not entitled to be indemnified hereunder.

Section 3. Insurance

The corporation may purchase and maintain insurance on behalf of any person who is or was a member, director, officer, employee, or agent against any liability asserted against such person and incurred by such person in any such capacity or arising out of such person's status as such, whether or not the corporation would have the power or obligation to indemnify such person against such liability under this Article.

ARTICLE XI. BOOKS AND RECORDS

ARTICLE XI. BOOKS AND RECORDS

The corporation shall keep complete books and records of account and minutes of the proceedings of the Board of Directors.

ARTICLE XII. AMENDMENTS

Section 1. Articles of Incorporation

The Articles may be amended in any manner at any regular or special meeting of the Board of Directors, provided that specific written notice of the proposed amendment of the Articles setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each director at least three days in advance of such a meeting if delivered personally, by facsimile, or by e-mail or at least five days if delivered by mail. As required by the Articles, any amendment to Article III or Article VI of the Articles shall require the affirmative vote of all directors then in office. All other amendments of the Articles shall require the affirmative vote of an absolute majority of directors then in office.

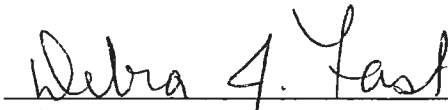
Section 2. Bylaws

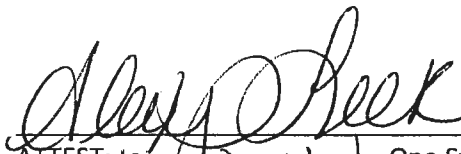
The Board of Directors may amend these Bylaws by majority vote at any regular or special meeting. Written notice setting forth the proposed amendment or summary of the changes to be effected thereby shall be given to each director within the time and the manner provided for the giving of notice of meetings of directors.

ADOPTION OF BYLAWS

We, the undersigned, are all of the initial directors or incorporators of this corporation, and we consent to, and hereby do, adopt the foregoing Bylaws, consisting of the ## preceding pages, as the Bylaws of this corporation.

ADOPTED AND APPROVED by the Board of Directors on this 15 day of December 2015


Debra Fast, President – One Starfish Corp.


ATTEST: Vice President One Starfish Corp.

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

Date Received

MAR 31 2015

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

FILED

APR 01 2015

ADMINISTRATOR
CORPORATIONS DIVISION

Name

Debra Jean Fast

Address

1504 Knollwood Ave.

City

Lansing

State

Michigan

ZIP Code

48906

Trans Info: 1 20150601-1 02:00
 CASE: 1639 Date: 02/01/15
 ID: DEBRA FAST

EFFECTIVE DATE:

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

71629P

ARTICLES OF INCORPORATION

For use by Domestic Nonprofit Corporations

(Please read information and instructions on the last page)

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

ARTICLE I

The name of the corporation is:

One Starfish

ARTICLE II

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

To promote the betterment of life for the indigenous people of Guatemala, through health, education, nutrition and community development initiatives. Effecting long-term change in families and their communities while demonstrating the love of God.

ARTICLE III

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

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

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

14

ARTICLE III (cont.)

3. a. If formed on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")

None

b. The description and value of its personal property assets are: (if none, insert "none")

None

c. The corporation is to be financed under the following general plan:

Fundraising.

d. The corporation is formed on a Directorship basis.
(Membership or Directorship)

ARTICLE IV

1. The name of the resident agent at the registered office is:

Debra Jean Fast

2. The address of its registered office in Michigan is:

1504 Knollwood Ave. Lansing, Michigan 48906
(Street Address) (City) (ZIP Code)

3. The mailing address of the registered office in Michigan if different than above:

_____, Michigan _____
(Street Address or PO Box) (City) (ZIP Code)

ARTICLE V

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

Name

Residence or Business Address

Debra Fast

1504 Knollwood Ave., Lansing, MI 48906

Barbara Fast

1777 Haslett Rd. #300, East Lansing, MI 48823

Cynthia Fast

1631 Lake Dr. Apt. 54, Haslett, MI 48840

Delinda Thomas

3418 Penrose Dr., Lansing, MI 48911

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

I, (We), the incorporator(s) sign my (our) name(s) this 18 day of March, 2015

Delinda K. Thomas

Barbara J. Fast

Debra J. Fast

Cynthia J. Fast

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

DEPARTMENT OF THE TREASURY

Date: NOV 08 2016

ONE STARFISH
1504 KNOLLWOOD AVENUE
LANSING, MI 48906-4728

Employer Identification Number:
47-4273031
DLN:
26053712004266
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
March 31, 2015
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

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

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

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

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

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

Letter 5436

Date of this notice: 06-15-2015

Employer Identification Number:
47-4273031

Form: SS-4

Number of this notice: CP 575 E

ONE STARFISH
1504 KNOLLWOOD AVE
LANSING, MI 48906

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 47-4273031. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it's very important that you use your EIN along with your complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information shown above isn't correct, please send us the correction using the attached tear-off stub.

Annual filing requirements

Most organizations with an EIN have an annual filing requirement, even if they engage in minimal or no activity.

A. If you are tax exempt, you may be required to file one of the following returns or notices:

Form 990, Return of Organization Exempt From Income Tax
Form 990-EZ, Short Form Return of Organization Exempt From Income Tax
Form 990-PF, Return of Private Foundation
Form 990-N, e-Postcard (available online only)

Additionally, you may be required to file your annual return electronically.

If an organization required to file a Form 990, Form 990-PF, Form 990-EZ, or Form 990-N does not do so for three consecutive years, its tax-exempt status is automatically revoked as of the due date of the third return or notice.

Please refer to www.irs.gov/990filing for the most current information on your filing requirements.

B. If you are not tax-exempt, you may be required to file one of the following returns:

Form 1120, U.S. Corporation Income Tax Return
Form 1041, U.S. Income Tax Return for Estates and Trusts
Form 1065, U.S. Return of Partnership Income

Please refer to Publication 1635, Understanding Your EIN, for more information about which forms you may be required to file.

Applying for Tax-Exempt Status

Receiving an EIN from the IRS is not the same thing as receiving IRS recognition of tax-exempt status. To apply for formal recognition of tax-exempt status, most organizations will need to complete either Form 1023, *Application for Recognition Under Section 501(c)(3) of the Internal Revenue Code*, or Form 1024, *Application for Recognition of Exemption Under Section 501(a)*. Submit the completed form, all applicable attachments, and the required user fee to:

Internal Revenue Service
PO Box 12192
Covington, KY 41012-0192

Publication 557, *Tax Exempt Status for Your Organization*, has details on the application, process as well as information on returns you may need to file.

Additional information

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you don't have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

If you have questions about your EIN, you can contact us using the phone number or address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you don't need to write us, please don't complete and return this stub.

Your name control associated with this EIN is ONES. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.



Chris Swope
Lansing City Clerk

October 11, 2019

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

Dear Councilmembers:

This is to notify you that my office received on October 1, 2019 Mayor Schor's Executive Order 2019-007, Adoption of A Universal Development Agreement.

Sincerely,

Chris Swope, CMMC/MMC
Lansing City Clerk

Attachment

Andy Schor
Mayor

2019 OCT -1 AM 9:00



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

OFFICE OF THE MAYOR
CITY OF LANSING, MICHIGAN

**TO: COUNCIL PRESIDENT, COUNCIL VICE PRESIDENT, MEMBERS OF
LANSING CITY COUNCIL; ALL OFFICERS, EMPLOYEES, AGENCIES,
BOARDS, AUTHORITIES, AND DEPARTMENTS OF THE CITY OF LANSING**

**RE: EXECUTIVE ORDER 2019-07 – ADOPTION OF A UNIVERSAL
DEVELOPMENT AGREEMENT**

As Mayor of the City of Lansing, I am charged with the designated responsibility of managing all real property owned by the City. Further, I oversee planning and development within the City of Lansing through the relevant department directors. Since taking office the Administration has robustly pursued an economic development strategy that promotes new investment, the expansion of the City's tax base, and the creation of new jobs. In order to achieve these goals, the City offers developers a variety of economic development incentives that are designed to facilitate renovation and revitalization of obsolete structures and environmentally contaminated sites, as well as the expansion of existing businesses and the location of new businesses within the City.

Economic development incentives generally do not allocate City funds to developers or businesses, rather they incent reuse, growth, and expansion through means such as shorter term tax abatement and/or longer term capture of local taxes on the increase in taxable value that result from investment. These incentives are offered with the expectation that a development project undertaken with the incentives will directly and indirectly benefit the City. The City benefits from use of these incentives through collection of income taxes during and after construction, usage of local labor, generation of economic activity related to the project, and increases in taxable value of existing real property. It is important to formalize performance expectations and reporting requirements related to the approval of economic development incentives.

To ensure that these benefits are in fact realized, and to improve efficiency in management of real property and development, the City has drafted an updated Universal Development Agreement to be used with any entity receiving economic development incentives. The approval of incentives must be a transparent and public process that produces a clear agreement between the City and any project developer regarding responsibilities and benefits of both the City and a developer. This updated version ensures compliance with state and local



reporting requirements as well as statutory obligations to pay state and local taxes on income and real property. It also provides expectations to hire local labor for construction, goods, and services during the period of an incentive whenever available and possible. These new expectations are set forth in the revised Universal Development Agreement attached to this Executive Order.

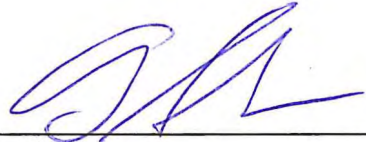
Therefore, pursuant to the direction and mandate given to me by the People of the City of Lansing, as expressed in the City Charter, I hereby issue the following Order:

EXECUTIVE ORDER 2019-07

IT IS HEREBY ORDERED:

- I. To achieve the objectives described above, the Lansing Economic Development Corporation (LEDC) and the City of Lansing or its representatives from the Lansing Economic Area Partnership (LEAP) or any other surrogate shall utilize a Universal Development Agreement (UDA) with any developer receiving economic development incentives from the City.**
- II. The UDA shall substantially conform to the attached template, Attachment A, including reporting requirements, performance expectations, tax payment requirements, and preferences for local labor.**
- III. This Executive Order 2019-07 rescinds any prior Executive Order addressing or establishing a Universal Development Agreement or Agreement for Economic Incentives.**

This Executive Order, signed on this first day of October, 2019, shall remain in full force and effect until it is rescinded or suspended.



Andy Schor
Mayor



OFFICE OF MAYOR ANDY SCHOR
124 W. MICHIGAN AVENUE – NINTH FLOOR
LANSING, MI 48933

UNIVERSAL DEVELOPMENT AGREEMENT

TABLE OF CONTENTS

- I. STATEMENT OF PURPOSE
- II. DEFINITIONS
- III. APPLICANT INFORMATION
- IV. PROJECT DETAILS
- V. TERMS AND CONDITIONS FOR PROJECT COMPLETION
- VI BREACH OF AGREEMENT BY APPLICANT
- VII ADDITIONAL ITEMS
- VIII SIGNATURES

THIS UNIVERSAL DEVELOPMENT AGREEMENT (“Agreement”) is made by and between the City of Lansing, Michigan, a Michigan municipal corporation (“City”), and [Insert Applicant Name], a [Insert Applicant Corporate Domicile and Type] (“Applicant” and collectively with the City, the “Parties” and each a “Party”).

I. STATEMENT OF PURPOSE

THIS AGREEMENT IS INTENDED FOR USE WITH DEVELOPMENT PROJECTS, USING ECONOMIC INCENTIVES, WHICH DO NOT REQUIRE THE TRANSFER OF CITY-OWNED PROPERTY OR ASSETS. FOR THOSE PROJECTS THAT DO REQUIRE THE TRANSFER OF CITY-OWNED PROPERTY, ASSETS, LIMITED FULL FAITH AND CREDIT, OR OTHER CITY LIABILITIES, A COMPREHENSIVE DEVELOPMENT AGREEMENT (CDA) WILL BE REQUIRED.

Introduction:

The City welcomes new investment and the creation and retention of jobs. To achieve these goals, the City can offer a variety of economic incentives that are designed to facilitate the expansion, retention and attraction of businesses within the City, as well as the rehabilitation and redevelopment of underutilized, vacant or environmentally contaminated properties.

Economic incentives (“Incentives”) typically do not provide City funds directly to developers or businesses, but rather encourage and reward them for undertaking and completing economic development projects (“Projects”). The completion of these Projects generates benefits to the citizens of Lansing including employment opportunities, new tax revenues to pay for City services and schools, the elimination of blight, a healthier environment and better places to live, work and play. Thus, incentives can be thought of as investments made by the City to receive the benefits created by economic development projects.

Universal Development Agreement Purpose:

Economic incentives are conditionally granted by the City based upon specific commitments made by businesses and developers (“Applicants”) during the incentive application and approval process. The purpose of this Agreement is for the Parties to define and agree on the specific commitments an Applicant is making as a condition for receiving an Incentive. Furthermore, it holds Applicants accountable in a clear and consistent way to fulfill their pledges made to receive the Incentive. The Agreement also provides a transparent document where the public can observe the terms under which the Incentive was granted. Finally, the Agreement establishes a reporting and verification process to ensure the Applicant fulfills its obligations to the City and its citizens.

Applicant's Commitments to the City:

As a condition of receiving economic incentives from the City, Applicants are required to agree to the following Project Commitments:

1. Starting and completing the Project on time
2. Hiring local labor and Lansing based firms
3. Paying all required City Income and Property Taxes
4. Meeting Project performance measures
5. Providing the City with annual Project progress reports and a Project completion report

This Agreement specifies the details of these commitments and clearly establishes the expectations the City has for each Project granted an incentive.

II. DEFINITIONS

As used in this Agreement, the definitions herein shall be the mutually understood meaning of the following terms:

“Acts” means the acts referenced in the definition of “Incentive.”

“Annual Report” means a required written Project update due to the LEDC by January 31st of each calendar year prior to the Completion of Construction.

“Construction Phase of Project” means the period of time between the Commencement of Project and Completion of Construction.

“Commencement of Project” means the initiation by the Applicant of any material physical improvements made to land or real property within the Project Area after the Effective Date of this Agreement, consistent with the site and building plans approved by the City for the Project.

“Completion of Construction” means the passage of final inspection and/or issuance of a Certificate of Occupancy by the City for the Project, whichever occurs first.

“Effective Date of this Agreement” means the date on which all of the Incentives requested in the Applicant's application(s) are granted.

“Full-time Equivalent (FTE)” means a combination of full-time and part-time employees that represents all employees as a comparable number of full-time employees.

“Incentive” means a reimbursement from new tax revenue generated from a new development project or a reduction in City taxes levied on new real or personal property, or other financial benefit to Applicant from the City, for a limited number of years as specified in the applicable Incentive agreement, and which may include, but is not limited to, those authorized by the Obsolete Property Rehabilitation Act (Public Act 146 of 2000, as amended), Neighborhood Enterprise Zone Act (Public Act 147 of 1992, as amended), Brownfield Redevelopment Financing Act (Public Act 381 of 1996, as amended), Plant Rehabilitation and Industrial Development Districts (Public Act 198 of 1974, as amended), and the Personal Property Tax Exemption authorized by Public Act 328 of 1998.

“Lansing-based Firm” means a business entity that owns or leases an operationally-staffed office, warehouse, distribution center, wholesale or retail store, or other place of business, located within the corporate limits of the City.

“LEDCE” means the Lansing Economic Development Corporation.

“Local Labor” means employees whose permanent domicile address is within the corporate limits of the City.

“Michigan Labor” means employees whose permanent domicile address is within the state of Michigan.

“Michigan-based Firm” means a business entity that owns or leases an operationally-staffed office, warehouse, distribution center, wholesale or retail store, or other place of business, located within the State of Michigan.

“Project” means the improvement of land or real property through private investment and/or creation or retention of jobs in the City as defined in this Agreement.

“Project Area” means the property parcel(s) upon which the Project will occur.

“Project Completion” means the Project has been completed per this Agreement

“Project Completion Date” means the date when Project Completion occurs.

“Project Completion Report” means a detailed written report and signed affidavit attesting to the of the Applicants attainment of the Applicants Project Commitments.

“Project Performance Measures” means the qualitative and quantitative measures of a completed Project’s size and scope.

“Regional Labor” means employees whose permanent domicile address is within the Michigan Counties of Clinton, Eaton or Ingham.

“Regional-based Firm” means a business entity that owns or leases an operationally-staffed office, warehouse, distribution center, wholesale or retail store, or other place of business, located within the Michigan Counties of Clinton, Eaton or Ingham.

III. APPLICANT INFORMATION

A. Name of Project: _____

B. Address Location of Project: _____

C. Business Name of Applicant: _____

D. Name of Applicant’s Parent Company: (if applicable):

E. List Applicant’s Managing Partner:

_____ %

G. List all Federal, State or other incentives and their estimated value that may be part of this Project:

H. Name of Financial Institution(s) funding the Project (if unavailable upon execution of this Agreement, Applicant agrees to furnish commitment letter(s) from lending institution(s) to the LEDC when available):

I. The City Treasurer has verified in writing that the Applicant is not delinquent or late on any property taxes owed to the City for all properties in which the Applicant has an ownership interest of greater than 50%.

J. The City Treasurer has verified in writing that the Applicant, if an employer in the City, is in compliance with all required City wage withholding and income reporting requirements for all of its employees.

K. The City Treasurer has verified in writing that the Applicant is not delinquent or late on any corporate or other business income taxes owed to the City. Further, that the Applicant has submitted all applicable City Treasurer forms required for the payment and collection of taxes for Applicant.

L. LEAP has verified that all application fees due have been paid in full by the Applicant.

M. The City Attorney has received a written and signed affidavit from the Applicant and each person that has a 20% or greater ownership interest in the Applicant. The affidavit shall state either: (A) that the person is not currently engaged in litigation with the City, or (B) that the person is currently engaged in litigation with the City and has provided a basic description of the litigation.

IV. PROJECT DETAILS

A. Project Description:

B. Project Area:

The location of the Project is commonly known as [insert address] and legally described as follows:

[Insert all parcel numbers with their respective legal descriptions here]

C. Below is a list of City Incentive(s) requested for Project and number of years requested for each:

_____	_____ Years
_____	_____ Years
_____	_____ Years
_____	_____ Years

D. List all federal, state or other incentives and their estimated value that may be part of the Project:

E. Name of financial institution(s) funding the Project (if uncertain upon execution of this Agreement, Applicant agrees to furnish commitment letter(s) from financial institution(s) to the LEDC when available):

F. Estimated total investment in real property improvements for the Project. (Do not include real property purchase prices or soft costs such as architectural, engineering, financing and legal fees and other pre and post-construction expenses): \$ _____

G. Estimated total investment in personal property to be located in the Project Area. (Do not include personal property that was previously purchased by the Applicant in connection with another location or project within the City of Lansing, provide this information separately): \$ _____

H. Estimated number of new, permanent full-time equivalent Jobs Created (FTE) upon Project Completion: _____

I. Estimated average hourly wage or annual salary of new permanent Jobs created at Project Completion: \$ _____ average annual wage.

J. Will these new jobs provide fringe benefits, such as medical and dental insurance and retirement contributions? _____ Estimate the average hourly rate or annual amount attributable to such benefits _____.

K. Estimated number of new, permanent, full-time equivalent Jobs Retained (FTE) upon Project Completion: _____

L. Estimated average hourly wage or annual salary of Jobs Retained:
\$ _____ average annual wage.

M. Will these retained jobs provide fringe benefits, such as medical and dental insurance and retirement contributions? _____ Estimate the average hourly rate or annual amount attributable to such benefits _____.

N. Estimated average number of full-time equivalent (FTE) construction jobs onsite during the Construction Phase of Project: _____

O. Estimated average hourly wage of full-time equivalent (FTE) construction jobs onsite during the Construction Phase of Project (if applicable): \$ _____ per hr.

P. Will these construction jobs provide fringe benefits, such as medical and dental insurance and retirement contributions? _____ Estimate the average hourly rate or annual amount attributable to such benefits _____.

V. TERMS AND CONDITIONS FOR PROJECT COMPLETION

The Parties acknowledge that the Applicant has made representations contained within its application, and the additions above, with the purpose and intent of City's reliance thereon, as well as for compliance with the Act, as amended, and the City relies upon these representations in its determination that the Incentive should be approved.

The Applicant and the City desire to enter into this Agreement whereby the Applicant and City specify and agree on the Applicant's Project Commitments under which the Incentive will be granted. Nothing in this Agreement supersedes or diminishes any rights of the City or the State of Michigan established by federal, state, or local law or regulations.

NOW, THEREFORE, in consideration of the above recitals and premises set forth above, and the mutual covenants, agreements, and promises herein contained and pursuant to all state and federal laws, the Parties agree the City verified fulfillment of the following Applicant Project Commitments will meet the City's requirements for Project Completion:

Applicant Project Commitments:

A. Commitment to Commencement and Completion of Project Dates:

Applicant agrees the Commencement of Project shall occur by: _____

Applicant agrees the Project Completion Date shall be no later than: _____

B. Commitment to Hiring Local Labor and Lansing-based Firms:

The Parties, in order to clarify the intent that projects receiving development incentives from the City employ as much Local Labor as is reasonably possible agree as follows:

1. The Applicant agrees and commits to employing and contracting with as much Local Labor and Lansing-based Firms as commercially practical to complete the Construction Phase of the Project. After Local Labor and Lansing-based Firms have been deemed exhausted, the Applicant agrees and commits to employing and contracting with Regional, and then Michigan, Labor and Firms, with notice to the LEDC at each step, as described below.

2. Local Labor Preference:

a. Applicant agrees that if it deems necessary to not hire Local Labor or Lansing-based Firms for any portion of the Construction Phase of the Project, Applicant must, within 30 business days of Commencement of Project, provide to the LEDC a written statement of that fact and an explanation of why it was necessary.

b. Applicant agrees that once it has deemed necessary to not use Local Labor or Lansing-based Firms, it will focus next on Regional Labor or Regional-based Firms to complete the Construction Phase of the Project. If Applicant deems necessary to not hire Regional Labor or Regional-based Firms for any portion of the Construction Phase of Project, Applicant must, within 30 business days of Commencement of the Project, provide to the LEDC a written statement of that fact and an explanation of why it was necessary.

c. Applicant agrees that once it has deemed necessary to not use Regional Labor or Regional-based Firms, it will focus next on Michigan Labor or Michigan-based Firms to complete the Construction Phase of the Project. If Applicant deems necessary to not hire Michigan Labor or Michigan-based Firms for any portion of the Construction Phase of Project, Applicant must, within 30 business days of Commencement of the Project, provide to the LEDC a written statement of that fact and an explanation of why it was necessary.

3. Applicant (if applicable) agrees to post, and to contractually require its agents to post, all initial bid solicitations or request for bids ("Bid Solicitations") by the Applicant or their agents for a minimum of 15 days ("Posting Period") on the Builders Exchange of Lansing and Central Michigan ("Builders Exchange") and to document such Bid Solicitations, unless Applicant deems the use of certain contractors or subcontractors are critical to the success of the Project or portions of the Project. If Applicant bypasses Builders Exchange because it deems the use of a certain contractor or subcontractor as critical to the success of the Project or portions of the Project, Applicant must, within 30 business days of such hiring, provide to the LEDC a written statement of that fact and an explanation of why the use of the contractor or subcontractor was so critical. The Bid Solicitations must be available to all Builders Exchange users.

4. Within 45 business days of the Commencement of Construction and at the close of each quarter of the fiscal year thereafter, the Applicant must provide to the LEDC, a list of all contractors and subcontractors selected to enter into an agreement to perform all or part of the work solicited in the Bid Solicitation ("Selected Bidders List"). The Selected Bidders List must include the following information:

- a. Business Name
- b. Address (number, street, and apt. or suite no.)
- c. City, state, and ZIP code
- d. Telephone Number
- e. Employer ID Number (EIN)
- f. Primary Contact Person (Authorized Representative)
- g. Corresponding Builders Exchange Bid Solicitation Number

5. The Applicant will not be required to participate in the above Bidding Process, if doing so would result in the violation of federal rules, including but not limited to, homeland security or the disclosure of classified information.

6. The City acknowledges and agrees that some information submitted by Applicant is confidential and proprietary. Accordingly, the City agrees to reasonably assert to the extent applicable to the information provided and as allowable by law, that such information reported by Applicant to the City is exempt from disclosure pursuant to, including without limitation Section 13 of, the Michigan Freedom of Information Act, 1976 PA 442, as amended.

C. Commitment to Pay City Income and Property Taxes:

- 1. Applicant agrees to notify the City Treasurer and City Assessor of any and all ownership or legal structure changes during the term of any incentives approved for the Project.
- 2. Applicant recognizes that all employees, contractors and sub-contractors related to this Project are required to pay all City individual income taxes. Applicant further recognizes that all contractors and sub-contractors are required to report annually to the City Treasurer all gross individual income taxes paid and current residential addresses of all employees. The Applicant is not required to withhold, pay or be responsible for City Income Tax for or on behalf of the general contractor(s)/construction manager(s) or any subcontractors working on the Project. The Applicant agrees to allow and facilitate the display, in a prominent place for everyone at the Project site to see, of an informational poster containing details about the obligation to pay, and steps for paying, City Income Tax. The Applicant's agreement with its general contractor(s)/construction manager(s) shall require the general contractor(s)/construction manager(s) to include in subcontractor agreements language notifying subcontractors of their individual and corporate obligation to comply with all City Income Tax requirements, including: the obligation to make

quarterly estimated tax payments if withholding is not being done, and to quarterly provide to the City Treasurer a list of all employees active on the Project. All such information collected for purposes of City Income Tax requirements are confidential per the Uniform City Income Tax Act of Michigan.

3. Applicant agrees that if property taxes applicable to the personal property owned by the Applicant that is identified with the Project are not paid within the time permitted by law for payment without penalty during the life of the Incentive being granted by this Agreement, the City may exercise any and all remedies available to it under law, including the commencement of litigation to recover the amount of tax and interest thereon.
4. Applicant agrees that if any property tax applicable to the real property owned by the Applicant that is identified with the Project is not paid within the time permitted by law for payment without penalty during the life of the Incentive being granted by this Agreement, the City may exercise any and all remedies available to it under law, including the commencement of litigation to recover the amount of tax and interest thereon.

D. Commitment to Project Performance Measures:

The Applicant and the City agree the Applicant must meet all the following "Project Performance Measures":

1. A minimum of \$_____ in private investment shall be expended on improvements to the Project's real property.
2. A minimum of \$_____ in private investment shall be expended to purchase and locate personal property for the Project.
3. The Project shall create _____ new, permanent full-time equivalent jobs.
4. The Project shall retain _____ permanent full-time equivalent jobs.
5. Other Project-Specific Performance Measures as agreed upon by the Parties in this Agreement: _____
(Attach more pages if necessary)

E. Commitment to Reporting Requirements:

Prior to Project Completion the Applicant shall file an Annual Report with the LEDC on the Applicant's progress toward fulfilling their Applicant Project Commitments: Reports shall be submitted in compliance with all LEDC reporting requirements. Applicant understands and agrees that the information submitted to the LEDC will be available for public viewing, unless prior approval is requested and granted for specific confidential business information that is not subject to disclosure under the Freedom of Information Act (Public Act 442 of 1976, being MCL 15.231 et. seq., as amended). The Applicant shall file an Annual Report, Exhibit A, to the LEDC by no later than January 31st of each year for the term of this Agreement or upon Project Completion, whichever occurs first.

No later than sixty (60) days after the Project Completion Date, the Applicant shall provide in writing to the LEDC a Project Completion Report that includes a detailed written documentation and a signed affidavit attesting to the Applicants fulfillment of the Applicant Project Commitments Exhibit B. Within 60 days of receiving the Project Completion Report, or 90 days after the end of the Project Completion Date, the LEDC shall review all submitted documents for completeness and forward to the City Administration.

Within 60 days after receiving the Project Completion Report and supporting documents the City Administration shall review and determine if the Applicant has met all Terms and Conditions of Project Completion. Upon determining the Applicant Project Commitments were fulfilled, the City's Chief Executive Officer shall notify the Applicant in writing that Project Completion has been achieved per this Agreement.

If the City Administration finds the Applicant Project Commitments have not been met per this Agreement, the Applicant will be notified in writing and given a thirty (30) day extension to provide additional documentation to the City. Within 60 days after the end of the extension period, the City Administration shall make its final review and determine if the Applicant Project Commitments were fulfilled. Upon determining the Applicant Project Commitments were fulfilled, the City's Chief Executive Officer shall notify the Applicant in writing that Project Completion has been achieved per this Agreement. If the City Administration determines the Applicant has not fulfilled the Applicant Project Commitments per this Agreement, the Applicant will be considered in default of the Agreement.

VI BREACH OF AGREEMENT BY APPLICANT

Failure of performance or non-compliance with this Agreement and to the, Terms and Conditions for Project Completion, shall constitute a breach of this Agreement by Applicant and, in addition to other available remedies available to the City under this Agreement and under law and regulation, shall subject the Applicant to incentive revocation and/or the suspension of the incentive. Further, such failure and non-compliance shall be considered as relevant information in consideration of the approval of all future incentive applications to the LEDC, LBRA, or City by the Applicant or any person or entity with (25%) or more ownership in the Project.

A. Default by Applicant

If Applicant shall fail to perform any of its obligations under this Agreement, including any of the Terms and Conditions for Project Completion, the City shall provide written notice of such failure to perform and serve Applicant in person, or by certified mail with return receipt, of a Notice of Default specifying the performance failures. After service of the notice, the Applicant shall have a cure period of: ten (10) business days from the service of such notice to cure any monetary failure; and thirty (30) days to cure any non-monetary failure. If any failure to perform shall not have been cured by the expiration of the applicable cure period, then a "Default" by Applicant shall be deemed to have occurred and declared and the City may terminate this Agreement and shall have all rights and remedies at law, including Incentive Revocation.

B. Default Procedures, Remedies

City shall have all the rights and remedies available at law, in equity or in this Agreement to enforce the rights and obligations under this Agreement. All remedies shall be cumulative, and none will be exclusive of any other. The exercise of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same Default or breach or of any of its remedies for any other Default or breach by the other party. No waiver made by with respect to the performance, or manner or time thereof, or any obligation under the Agreement shall be considered a waiver of any rights with respect to the particular obligation or condition beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the City.

VII ADDITIONAL ITEMS

A. City's Rights

Nothing in this Agreement shall supersede the City's ability to request the State Tax Commission to revoke the Incentive as otherwise provided, or as may hereafter be provided, under the Acts, as amended. Nothing in this Agreement supersedes or diminishes any rights of the City or the State of Michigan established by federal, state, or local law or regulations.

B. Governing Law

This Agreement shall be construed in accordance with Michigan law.. All actions arising from this Agreement shall be brought in a state court of competent jurisdiction in Ingham County, Michigan, or in the federal courts in the Western District of Michigan, Southern Division.

C. Ambiguity

This Agreement and all its terms and conditions shall be considered as if drafted by both Parties.

D. Assignability

The Developer shall have the right with the City's written approval, including fulfillment of any conditions contained in such approval, to assign or transfer this Agreement with allof their rights, title and interests therein to any person, firm or corporation at any time during the term of this Agreement. Developer shall provide the City with written notice of any intent to assign, or transfer all or a portion of the Project, at least 30 days in advance of such proposed action. Developer may free itself from further obligations relating to the assigned interest, if approved by City, provided that the permitted assignee expressly assumes the obligations under this Agreement as provided herein.

E. Notices

All notices and other communications required or permitted under this Agreement must be in writing, shall be addressed to the Party to be notified at the address set forth below or at such other address as each Party may designate for itself from time to time by notice hereunder, and shall be deemed to have been given, delivered or served upon the earliest of: (i) 5 business days after deposit in the U.S. Mail, for delivery by certified or registered mail, with proper postage prepaid and return receipt requested, or (ii) 1 business day after deposit with a nationally recognized overnight delivery carrier for next day delivery, or (iii) on the date of personal delivery.

If to Developer: [insert info]

With a copy to: [insert info]

If to the City: [insert info]

With a copy to: [insert info]

F. Right in Third Parties

This Agreement is not intended nor shall it create any rights, expectations or benefit to any third party, including but not limited to, any creditor of the Parties.

G. Severability

The invalidity of any portion of this Agreement shall not affect the validity of the remainder thereof.

H. Subsequent Waivers

One or more waivers of any provision, covenant, or condition of this Agreement shall not be construed as a waiver of a subsequent breach of the same provision, covenant, or condition, or as a waiver of a subsequent breach of other provisions, covenants, or conditions. The consent or approval to or for any act shall not be deemed to render unnecessary the consent or approval to or for any subsequent similar act.

I. Termination

Unless terminated earlier pursuant to the terms and conditions of this Agreement, this Agreement shall terminate on: _____.

J. Covenant to Abide by Law

In the performance of all Project activities, Applicant agrees to abide by federal, state, and local law and regulation.

K. Amendments and Modification

The term and conditions of this Agreement cannot be waived, modified or amended unless agreed and executed in writing by both Parties.

L. Entire Agreement

This Agreement contains the entire Agreement between the Parties and any representations, oral or written, which occurred between the Parties prior to the date of execution of this Agreement and which are not contained in this Agreement are not binding on either Party.

M. Delays, Extensions and City Approval

In the event of an unavoidable delay ("Enforced Delay") in the performance by the Developer of its obligations under this Agreement due to unforeseeable causes beyond its control and without fault or negligence, including, but not restricted to, acts of God or acts of war or terrorism; legislative regulatory acts of the federal, state, county, city or local government that directly impact the Project; acts of the judiciary not resulting from the Developer's breach of this

Agreement or fault of the Developer, including injunctions, temporary restraining orders and decrees; fires; floods; epidemics; unanticipated and reasonably unforeseen environmental contamination not discoverable by the exercise of reasonable Developer due diligence; strikes; lock-outs, labor trouble; inability to procure materials; failure of power; riots, insurrection, war, acts of gross negligence of the City or its agents or other reason of like nature not the fault of the Developer, the time for performance of such obligations shall be extended for the period of the Enforced Delay. Provided, however, in order to claim any such time extension or period of Enforced Delay, Developer shall notify City of such claim no later than ten days from the occurrence of any such unforeseeable cause arising under this Section VII (M).

With respect to any matters that are within the discretion or approval of the City, the City shall: (i) act reasonably in all dealings with the Developer, (ii) not unreasonably withhold, condition, or delay any approvals within its discretion, and (iii) act reasonably to assist the Developer in completion of the Project.

N. Cooperation

The Parties shall take such further actions and deliver and execute such additional documents as are reasonably necessary to effectuate the terms and intent of this Agreement. The Parties shall work cooperatively to obtain any and all permits, approvals, waivers, certificates of occupancy, rental licenses, liquor licenses, and any other approval required to effectuate the Parties' intent contemplated under the terms of this Agreement.

O. Prior Activities

This Agreement shall not govern the activities of the Developer prior to the Effective Date of this Agreement.

P. Authority

The City and the Developer each warrant and represent to the other that this Agreement and the terms and conditions thereof have been duly authorized and approved by, in the case of the City, its City Council and all other authorities whose approval may be required as a precaution to the effectiveness hereof, and as to the Developer, by the members or managers thereof, as applicable. The Parties agree to provide such opinions of counsel as to the due authorization and binding effect of this Agreement as the other Party shall reasonably request.

Q. Survival

The terms, conditions, promises, representations, obligations, and covenants set forth in Section V (C) shall survive Project Completion and the terms, conditions, promises, representations, obligations, and covenants set forth in Sections VI and VII shall survive any termination of this Agreement.

VIII SIGNATURES

IN WITNESS WHEREOF, the undersigned Parties hereto execute this Agreement as of the day and year first above written.

WITNESSES:

Approved as to form:

James D. Smiertka
City Attorney

APPLICANT NAME:

By: _____

Its: _____

CITY OF LANSING:

By: _____
Andy Schor

Its: Mayor

I hereby certify that funds are available
in Account No.: _____

City Controller



Chris Swope
Lansing City Clerk

October 11, 2019

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

Dear President and Councilmembers:

Pursuant to Article 5, Chapter 2, Section 5-203.6 of the Lansing City Charter, on September 27, 2019 my office received and placed on file:

Board of Water and Light Financial Report with Additional Information – June 30, 2019

Board of Water and Light Annual Audit of Financial Statements for Fiscal Year Ending June 30, 2019

This document is available for review at the office of the City Clerk and on the City Clerk's website at <https://www.lansingmi.gov/1401/Documents-Placed-on-File>.

Sincerely,

Chris Swope, CMMC/MMC
Lansing City Clerk

THIS ITEM NOT AVAILABLE AT TIME OF PRINT

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 818 NIPP AVENUE, Parcel # 33-01-01-20-128-091 and Legal Description: LOT 44 & COM NE COR LOT 43, TH S 15 FT, NW'LY TO PT 7 FT E OF NW COR LOT 43, E 93 FT TO BEG; TAYLORS RIVER VIEW SUB NO 1 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 (GARAGE ONLY) on 1/02/2019 and requested the property owner be ordered to demolish or otherwise make safe the structure; and

WHEREAS, on 7/25/2019, the Lansing Demolition Board held a special meeting to consider and make a recommendation on whether to declare the structure a dangerous building, as defined in the Housing Law of Michigan (MCLA 125.539) and the Lansing Housing and Premises Code (1460.09) to order the property owner to make safe or demolish the structure; and

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

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

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council hereby schedules a show cause hearing for Monday, <<FutureHearingDate>>at 7:00 p.m. in the Lansing City Council Chambers, 10thFloor City Hall, 124 W. Michigan, Lansing, Michigan in consideration of the finding and order of the Lansing Demolition Hearing Board Officer regarding the structure at 816 Hickory Street to give the owner, or the owner's agent, the opportunity to appear and show cause why the building should not be demolished or otherwise made safe; and to approve, disapprove, or modify the order of the hearing officer to demolish or make safe the subject structure.

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

BY THE
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Code Compliance Manager has determined that the building located at 818 NIPP, Parcel # 33-01-01-20-128-091 legally described as: LOT 44 & COM NE COR LOT 43, TH S 15 FT, W 85 FT, NW'LY TO PT 7 FT E OF NW COR LOT 43, E 93 FT TO BEG; TAYLORS RIVER VIEW SUB NO 1 is an unsafe or dangerous building as defined in Section 108.1 of the Lansing Uniform Housing Code and the Housing Law of Michigan and was red tagged on ; and

WHEREAS, a hearing was held by the Hearing Officers on 7/25/2019, at which the Hearing Officers determined that said building was an unsafe and dangerous building and ordered the building demolished or made safe by 9/25/2019 ; and

WHEREAS, said Hearing Officers filed a report of their findings and order with the City Council and requested the City Council to take appropriate action under the Lansing Housing and Premises Code and the Housing Law of Michigan; and

WHEREAS, the Housing Law of Michigan and Premises Code 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 hearing on , 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; and

NOW, THEREFORE, BE IT RESOLVED that the owner(s) of are hereby directed to comply with the order of the Hearing Officers to demolish or otherwise make safe the said building within _____ days from the date of this resolution, .

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 Manager of Code Compliance 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 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 owners 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. D2019-011
---	---	------------------------------

Matter of the building/structure at 818 NIPP AVENUE which is a ☒ dwelling ☐ garage ☐ other

1. Date of hearing: July 25, 2019 Hearing Officers: DAVE MUYLLE, JOSEPH VITALE
2. Scott Sanford, Code Compliance Lead Housing Inspector 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 (GARAGE ONLY) is \$5,361.00
8. The cost to repair the building or structure to make it safe is \$6,350.00
9. The real estate is described as follows:

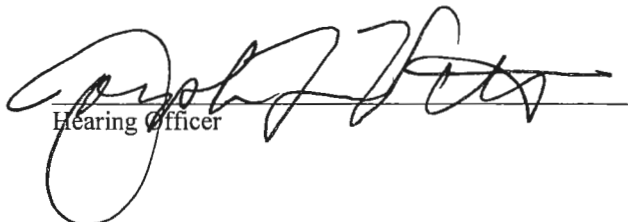
Parcel Number: 33 01 01 20 128 091

LOT 44 & COM NE COR LOT 43, TH S 15 FT, W 85 FT, NW'LY TO PT 7 FT E OF NW COR LOT 43, E 93 FT TO BEG; TAYLORS RIVER VIEW SUB NO 1, CITY OF LANSING

IT IS ORDERED THAT:

10. ☐ The matter is closed.
- ☒ The building/structure shall be made safe or demolished on or before Sept 25, 2019
- ☐ 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 _____.

7/25/19
Date


Hearing Officer









































818 NIPP AVENUE

- Original Red Tag Date

- 01/02/2019 (GARAGE ONLY)

- Submitted Into Make Safe Or Demolish Process

- 7/02/2019

- Property Vacant/Repairs Exceed Building SEV

- Garage vacant more than 180 days

- Repairs exceed building SEV

- Title Information

- DAMEN REDMOND

818 NIPP AVENUE

Property Value Information

● SEV

● \$42,400.00 (*as of 10/04/2019*)

● Structure

● \$73,344.00 (*as of 10/04/2019*)

● \$12,020.00 (*GARAGE as of 10/04/2019*)

● Land

● \$11,360.00 (*as of 10/04/2019*)

● Estimate of Repairs

● \$9,072.00

818 NIPP AVENUE.

Housing Code Correction Letters

- Code Compliance Inspection Date

- 01/02/2019

- Code Compliance Letter Written

- 01/02/2019

- Code Compliance Due Date

- 02/02/2019

818 NIPP AVENUE.

Demolition Board Actions

- Demolition Board Show Cause Hearings

- 7/25/2019

- Order by Demolition Board

- MS or D by 09/25/2019

- Request Sent To City Council for Show Cause Hearing

- 10/04/2019

818 NIPP AVENUE.

City Council Actions

- Show Cause Hearing Held

- 00/00/00

- Public Safety Committee Meeting

- 00/00/00

- Resolution passed by City Council

- Extension Requested By Owner

818 NIPP AVENUE.

General Comments

- None of the required permits have been pulled as of 10/04/2019.

RECOMMENDATIONS

● FOR NEW CASES:

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

● FOR EXTENSION REQUESTS:

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

● FOR TABLED CASES:

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



8 4 3 8 5 2 6

Tx:4279449

7/26/2019 9:04:00 AM

INST. # 2019-025368

DERRICK QUINNEY

REGISTER OF DEEDS

INGHAM COUNTY MICHIGAN

RECORDED ON:

07/29/2019 12:00 PM

PAGES: 2

THE SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE



Derrick Quinney

Ingham County Register of Deeds

THIS PAGE IS ADDED TO ALLOW ADEQUATE ROOM FOR RECORDING INFORMATION

PLEASE DO NOT REMOVE

NOTICE: HEARING REGARDING UNSAFE BUILDING WITHIN THE CITY OF LANSING

The City of Lansing Manager of the Code Compliance Office has determined that the building located at
818 NIPP AVENUE (GARAGE ONLY)

the location being more particularly described as:

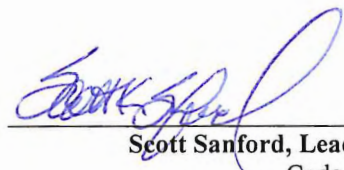
**LOT 44 & COM NE COR LOT 43, TH S 15 FT, W 85 FT, NW'LY TO PT 7 FT E OF NW COR LOT 43, E 93 FT TO
BEG; TAYLORS RIVER VIEW SUB NO 1 33 01 01 20 128 091 Ingham County, MI**

Owner: **DAMEN REDMOND**

is a dangerous building and under the provisions of the Lansing Ordinance, Section 1460.11, Lansing Housing & Premises Code and MCL 125.538 et. seq., Housing Law of Michigan, and has ordered this matter to be heard by an appointed Hearing Officer(s) on the 25th day of JULY, 2019.

As a result of the above hearing, the Hearing Officer(s) may order the building be made safe for its intended use or demolished. Therefore, the City of Lansing City Council may be called upon to affirm the Hearing Officer(s) determination by Resolution, and thereafter the City of Lansing may make said building safe for occupancy or demolish it. All cost incurred by the City of Lansing in demolishing or making safe of the building to include administrative costs, title searches, etc. shall be a lien against the real property in accordance with MCL 125.538 et. seq.

Issuance of any building and/or trade permit(s) does not, in any way, alter the demolition schedule or give rise to a cause of action to prevent the demolition of this property. The permit applicant/owner assumes any risks and costs associated with obtaining the permit(s) for the property listed above.



Scott Sanford, Lead Housing Inspector
Code Enforcement Section
316 N. Capitol Avenue, Suite C-2
Lansing, MI 48933-1238

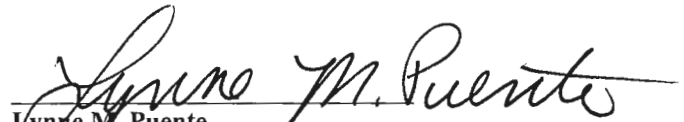
STATE OF MICHIGAN)

)ss.

COUNTY OF INGHAM)

Subscribed and sworn to before me this 16th day of July, 2019.

LYNNE M PUENTE
Notary Public, State of Michigan
County Of Ingham
My Commission Expires 03-07-2021
Acting in the County of Ingham



Lynne M. Puente
Notary Public, State of Michigan
County of Ingham
My Commission expires on March 7th, 2021.
Acting in the County of Ingham

THIS INSTRUMENT DRAFTED BY:

James Smiertka City Attorney, City Attorney's Office, 5th Floor, City Hall, Lansing, MI 48933

RETURN TO:

Code Enforcement Section, City of Lansing, 316 N. Capitol Ave., Ste. C-2, Lansing, MI 48933-1238



CODE ENFORCEMENT SECTION
DEPARTMENT OF ECONOMIC DEVELOPMENT & PLANNING
INTER-OFFICE MEMO

To: Scott Sanford, Lead Housing Inspector
From: Gregg Scrimger, Code Compliance Officer
Date: 02 July 2019
Subject: Request for demolition of 818 Nipp Ave – Garage Only!

STATEMENT OF FINDINGS:

A Safety Inspection of the garage was conducted on January 02, 2019 by Code Enforcement Officer Gregg Scrimger. This inspection revealed violations which constituted threats to the health, life & safety of any persons using this accessory structure. This garage has been vacant & placarded condemned/unsafe since the safety inspection.

Therefore, I am requesting this structure be demolished.

Estimate of Cost of Repairs:
(Total cost to remodel per square foot):

Total Cost to Rebuild the Garage	\$9,072.
Total Cost to Rebuild the Garage (Reusing the Foundation).....	\$6,350.

SMS

The assessed/depreciated cost of this accessory structure \$5,361.

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 819 CLEVELAND STREET, Parcel # 33-01-01-10-377-231 and Legal Description: LOT 8 BLOCK 4 TAYLORS REPLAT OF DELLS SUB REC L 5 P 13 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 8/30/2019 AND THEN BECAME FIRE DAMAGED ON 11/29/2017 and requested the property owner be ordered to demolish or otherwise make safe the structure; and

WHEREAS, on 06/27/2019, the Lansing Demolition Board held a special meeting to consider and make a recommendation on whether to declare the structure a dangerous building, as defined in the Housing Law of Michigan (MCLA 125.539) and the Lansing Housing and Premises Code (1460.09) to order the property owner to make safe or demolish the structure; and

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

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

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council hereby schedules a show cause hearing for Monday, <<FutureHearingDate>>at 7:00 p.m. in the Lansing City Council Chambers, 10thFloor City Hall, 124 W. Michigan, Lansing, Michigan in consideration of the finding and order of the Lansing Demolition Hearing Board Officer regarding the structure at 816 Hickory Street to give the owner, or the owner's agent, the opportunity to appear and show cause why the building should not be demolished or otherwise made safe; and to approve, disapprove, or modify the order of the hearing officer to demolish or make safe the subject structure.

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

BY THE
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Code Compliance Manager has determined that the building located at 819 Cleveland Street, Parcel # 33-01-01-10-377-231 legally described as: LOT 8 BLOCK 4 F C TAYLORS REPLAT OF DELLS SUB REC L 5 P 13 is an unsafe or dangerous building as defined in Section 108.1 of the Lansing Uniform Housing Code and the Housing Law of Michigan and was red tagged on 8/30/2016 THEN BECAME FIRE DAMAGED 11/29/2017; and

WHEREAS, a hearing was held by the Hearing Officers on 6/27/2019 , at which the Hearing Officers determined that said building was an unsafe and dangerous building and ordered the building demolished or made safe by JULY 27, 2019 ; and

WHEREAS, said Hearing Officers filed a report of their findings and order with the City Council and requested the City Council to take appropriate action under the Lansing Housing and Premises Code and the Housing Law of Michigan; and

WHEREAS, the Housing Law of Michigan and Premises Code 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 hearing on , 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; and

NOW, THEREFORE, BE IT RESOLVED that the owner(s) of 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, .

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 Manager of Code Compliance 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 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 owners 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. 2019-D009
---	---	-----------------------

Matter of the building/structure at 819 Cleveland Street which is a ☒ dwelling ☐ garage ☐ other

1. Date of hearing: June 27, 2019 Hearing Officers: DAVE MUYLLE , JOSEPH VITALE
2. Scott Sanford, Code Compliance Lead Housing Inspector 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 \$24,300.00
8. The cost to repair the building or structure to make it safe is \$71,400.00
9. The real estate is described as follows:

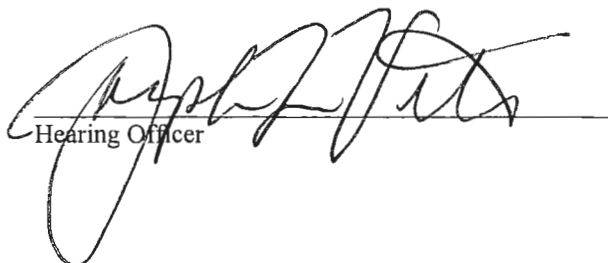
Parcel Number: 33 01 01 10 377 231

Lot 8 Block 4 F C Taylors Replat of Dells Sub Rec L 5 P 13, City of Lansing

IT IS ORDERED THAT:

10. ☐ The matter is closed.
☒ The building/structure shall be made safe or demolished on or before July 27, 2019
☐ 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 _____.

6/27/19
Date


Hearing Officer



Mayor Virg Bernero

Lansing Fire Department

Fire Marshal's Office

Code Enforcement Section

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

Notice Printed: 09/01/2016

Unsafe and Dangerous Correction Notice

Inspection Type: Safety
Inspection Date: 08/30/2016
Compliance Due Date: 09/29/2016

JORDAN KACEY R
2312 RISDALE AVE
LANSING, MI 48911

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

Violation Location: 819 CLEVELAND ST
Parcel No: 33-01-01-10-377-231

The above referenced address was found to have certain violations of the Lansing Housing and Premises Code, Chapter 108 of the Code of Ordinances. **The violations are listed below and must be corrected by the compliance due date.**

Sec 605.1

1. *Permit for electrical wiring installation has not been issued and lacks inspection and approval by the City of Lansing, Electrical Inspector. The Building Safety Office, ph. 483-4355. Due to the amount of electrical issues and opening up of walls, etc. bring the entire wiring system to code.*
2. *220 wire to dryer circuit is not protected along wall above receptacle.*
3. *Open wall cavities exposing wiring.*
4. *Electrical service panel is askew.*
5. *Loose/hanging wiring in basement.*

Sec 603.1

1. *Permit for furnace installation has not been issued and lacks inspection and approval by the City of Lansing Mechanical Inspector. You must have a licensed mechanical contractor pull a mechanical permit, check the installation, make any corrections and then; contact Brian Shields at 483-4577 for final approval.*
2. *Furnace filter is missing.*
3. *Furnace service panel cover is missing.*
4. *Return air ductwork is missing.*

Sec 504.1

1. *Plumbing work is being done without a permit and inspection. Bring the plumbing up to code. Water supply piping (pex) has been installed without permit.*
2. *Waste pipe is leaking at two places under kitchen sink.*
3. *Flexible shower hose extends to area below flood rim of tub. This condition has the potential for cross-contamination (back siphon). Limit reach of shower head to area above flood rim or install vacuum-break.*
4. *The toilet is loose at the connection to the floor.*

SEC 305.3

1. *Non-absorbent flooring is damaged in bathroom.*
2. *Tub surround is deteriorated.*

Sec 307.1

1. *Lack of guardrail at the open side of stairwell in uppermost level.*
2. *The handrail is missing at the stairwell accessing basement.*
3. *Wall board, lath, etc. has been removed in several locations throughout. A building permit is required to bring to code after electrical inspection has been inspected and approved.*
4. *The door knob is missing at the rear door off the kitchen.*
5. *The rear steps were installed without a permit and do not meet the code requirements. Add to permit for interior work being performed.*
6. *Treads are not uniform at stairwell accessing uppermost level.*

Section 304.15

Refer to exterior notice about paint/protective coating that was mailed out earlier this year.

Sec 304.15

Screens are torn/missing throughout.

Sec 704.2

Lack of operational smoke detector at ceiling or walls outside each separate sleeping area, in each room used for sleeping purposes, on each story, including basement and cellars.

Note: *All required smoke detectors throughout entire structure shall have a minimum 5 year battery or be hardwired.*

This dwelling has been declared an UNSAFE STRUCTURE as defined in section 108 of the Lansing Housing and Premises Code. Signs have been posted at each entrance that read - DO NOT ENTER, UNSAFE TO OCCUPY. It is a misdemeanor to occupy this building, or to remove or deface this notice. Said dwelling shall remain vacant until this office has conducted a complete inspection and approved all corrections.

Failure to comply by the compliance due date may result in the issuance of a Municipal Civil Infraction. Violation with **Fines: \$500 per day for each violation.**

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

If you have any questions or concerns about complying within the time indicated, you may contact at (517) 483 4379 Monday through Friday between the hours of **8-9 - AM** or **12-1 - PM**.

Officer: Dave Vincent

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

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

Taxpayer of Record: HADDAD WAIL, 6003 CLAREMONT CT, LANSING, MI 48917-5112









819 CLEVELAND STREET

● Original Red Tag Date

- 08/30/2016
- Fire Damaged 11/29/2017

● Submitted Into Make Safe Or Demolish Process

- 5/03/2019

● Property Vacant/Repairs Exceed Building SEV

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

● Title Information

- Marvin G. Al-Shankool

819 CLEVELAND STREET

Property Value Information

● SEV

● \$24,500.00 (*as of 10/04/2019*)

● Structure

● \$41,27.00 (*as of 10/04/2019*)

● Land

● \$7,701.00 (*as of 10/04/2019*)

● Estimate of Repairs

● \$71,400.00

819 CLEVELAND STREET.

Housing Code Correction Letters

● Code Compliance Inspection Date

● 8/30/2016

● 11/29/2017

● Code Compliance Letter Written

● 8/30/2017

● 11/29/2017

● Code Compliance Due Date

● 9/30/2016 AND 12/29/2017

819 CLEVELAND STREET.

Demolition Board Actions

- Demolition Board Show Cause Hearings

- 06/27/2019

- Order by Demolition Board

- MS or D by 07/27/2019

- Request Sent To City Council for Show Cause Hearing

- 10/04/2019

819 CLEVELAND STREET.

City Council Actions

- Show Cause Hearing Held

- 00/00/00

- Public Safety Committee Meeting

- 00/00/00

- Resolution passed by City Council

- Extension Requested By Owner

819 CLEVELAND STREET.

General Comments

- None of the required permits have been pulled as of 10/04/19.

RECOMMENDATIONS

● FOR NEW CASES:

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

● FOR EXTENSION REQUESTS:

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

● FOR TABLED CASES:

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

NOTICE: HEARING REGARDING UNSAFE BUILDING WITHIN THE CITY OF LANSING

The City of Lansing Manager of the Code Compliance Office has determined that the building located at
819 Cleveland Street

the location being more particularly described as:

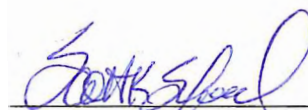
Lot 8 Block 4 F C Taylors Replat of Dells Sub Rec L 5 P 13 33 01 01 10 377 231 Ingham County, MI

Owner: **Marvin Al-Shankool**

is a dangerous building and under the provisions of the Lansing Ordinance, Section 1460.11, Lansing Housing & Premises Code and MCL 125.538 et. seq., Housing Law of Michigan, and has ordered this matter to be heard by an appointed Hearing Officer(s) on the 27th day of June, 2019.

As a result of the above hearing, the Hearing Officer(s) may order the building be made safe for its intended use or demolished. Therefore, the City of Lansing City Council may be called upon to affirm the Hearing Officer(s) determination by Resolution, and thereafter the City of Lansing may make said building safe for occupancy or demolish it. All cost incurred by the City of Lansing in demolishing or making safe of the building to include administrative costs, title searches, etc. shall be a lien against the real property in accordance with MCL 125.538 et. seq.

Issuance of any building and/or trade permit(s) does not, in any way, alter the demolition schedule or give rise to a cause of action to prevent the demolition of this property. The permit applicant/owner assumes any risks and costs associated with obtaining the permit(s) for the property listed above.



Scott Sanford, Lead Housing Inspector
Code Enforcement Section
316 N. Capitol Avenue, Suite C-2
Lansing, MI 48933-1238

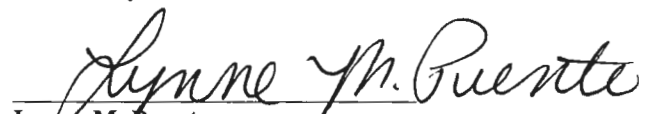
STATE OF MICHIGAN)

)ss.

COUNTY OF INGHAM)

Subscribed and sworn to before me this 16th day of May, 2019.

LYNNE M PUENTE
Notary Public, State of Michigan
County Of Ingham
My Commission Expires 03-07-2021
Acting in the County of _____



Lynne M. Puente
Notary Public, State of Michigan
County of Ingham
My Commission expires on March 7th, 2021.
Acting in the County of Ingham

THIS INSTRUMENT DRAFTED BY:

James Smierka City Attorney, City Attorney's Office, 5th Floor, City Hall, Lansing, MI 48933

RETURN TO:

Code Enforcement Section, City of Lansing, 316 N. Capitol Ave., Ste. C-2, Lansing, MI 48933-1238



Andy Schor, Mayor

CITY OF LANSING

Department of Economic Development and Planning

316 N. Capitol Ave., Suite C-1 – Lansing, MI 48933-1238

(517) 483-4355 – Fax (517) 377-0169

Brian McGrain, Director

www.LansingMi.gov

Show Cause Notice Make Safe or Demolish

July 26, 2018

Marvin G. Al-Shankool
819 Cleveland St.
Lansing, MI 48906

Regarding: Parcel # 33-01-01-10-377-231
Known as: 819 Cleveland St.

Dear Mr. Al-Shankool:

This letter is in regard to the unsafe conditions found at the aforementioned address. The structure shall be made safe or removed as stated below. It is imperative and time is of the essence that steps be taken to move forward with the correction or removal of the hazard.

The house at the above address has been damaged by fire and is in an unsafe/dangerous condition. You are required to make the necessary corrections to the structure, with the required permits, to bring it into compliance with the applicable codes and standards or remove the structure.

To ensure the health, safety and welfare for you, your neighbors and the public, the City of Lansing and the State of Michigan requires that the building and site be protected, repaired or removed. **Therefore, this letter serves as notice that this property shall be made safe as set forth by the STILLE-DEROSSETT-HALE- SINGLE STATE CONSTRUCTION CODE ACT, Act 230 of 1972 known as the 2015 Michigan Rehabilitation Code with amendments, in particular section 115.1; Conditions.**

"Buildings, structures or equipment that are or hereafter become unsafe, shall be taken down, removed or made safe as the code official deems necessary and as provided for in this code."

Please contact this office immediately upon receipt of this notice and show good cause in writing your approach of compiling with this notice along with a time line or proposed completion.

Failure to comply with this notice will result in this structure to be turned over to the City of Lansing's Demolition Board.

Should you have any questions please feel free to contact me at (517) 483-4363 or at larry.connelly@lansingmi.gov or visit our City web site at LansingMi.gov

You have the right to appeal this notice under section 112.1 of the code.

Thank you,

A handwritten signature in cursive script that reads "Larry Connelly".

Larry Connelly
Building Inspector
City of Lansing, Michigan

CODE ENFORCEMENT SECTION
DEPARTMENT OF ECONOMIC DEVELOPMENT & PLANNING
INTER-OFFICE MEMO

To: Scott Sanford, Lead Housing Inspector
From: Zachary Driver, Code Compliance Officer
Date: 3 May 2019
Subject: Request for demolition of 819 Cleveland St.

STATEMENT OF FINDINGS:

This property has been condemned since a Safety Inspection conducted on August 30th, 2016. A structure fire also occurred on November 17th, 2017. This dwelling is unfit for occupancy due to the inspection revealing violations which constituted threats to the health, life & safety of any persons living in the structure. This dwelling has been vacant & placarded with a condemned/unsafe tag since the 2016 safety inspection.

Therefore, I am requesting this structure be demolished.

Estimate of Cost of Repairs:
(Total cost to remodel per square foot):

Building, Mechanical, Plumbing, Electrical.....\$71,400

5-6-19
SMD

The assessed value of the buildings is \$24,300

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

ADDRESS:	819 CLEVELAND STREET
PARCEL NUMBER:	33-01-01-10-377-231

SHOW CAUSE HEARING DATE:	
DEMOLITION CASE FILE #:	2019-D009

LISTED TAXPAYER:	AL-SHANKOOL, MARVIN G
INTERESTED PARTIES:	
SEV INFORMATION:	\$24,500.00
LAND VALUE:	\$7,701.00
BUILDING VALUE:	\$41,277.00
LOT SIZE:	33 X 135.84

HOUSING CODE VIOLATION LTR:	8/30/2016
ORIGINAL RED TAG DATE:	8/30/2016 FIRE 11/29/2017
ZONING:	"B" RESIDENTIAL
ESTIMATE OF REPAIRS:	\$71,400.00
PICTURES:	YES
OTHER:	

LEGAL DESCRIPTION:	LOT 8 BLOCK 4 F C TAYLORS REPLAT OF DELLS SUB REC L 5 P 13
---------------------------	---

ORDER OF DEMOLITION BOARD

DEMOLITION BOARD MEETING DATE:	
ORDER:	
REASON/CONDITIONS:	
HEARING OFFICER:	

CURRENT CITY COUNCIL ACTIVITY

REQUEST FOR SHOW CAUSE SENT:	10/3/2019
SHOW CAUSE HEARING DATE:	
PUBLIC SAFETY COMMITTEE WILL REVIEW:	

CURRENT PERMIT ACTIVITY

BUILDING:	EXPIRED 2017
ELECTRICAL:	EXPIRED 2017
MECHANICAL:	EXPIRED 2017
PLUMBING:	CLOSED 2017
DEMOLITION:	na

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 3309 VIKING ROAD, Parcel # 33-01-01-30-478-011 and Legal Description: LOTS 441 & 442 PLEASANT GROVE SUB NO 1 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 12/28/2018 and requested the property owner be ordered to demolish or otherwise make safe the structure; and

WHEREAS, on 07/25/2019, the Lansing Demolition Board held a special meeting to consider and make a recommendation on whether to declare the structure a dangerous building, as defined in the Housing Law of Michigan (MCLA 125.539) and the Lansing Housing and Premises Code (1460.09) to order the property owner to make safe or demolish the structure; and

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

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

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council hereby schedules a show cause hearing for Monday, <<FutureHearingDate>> at 7:00 p.m. in the Lansing City Council Chambers, 10th Floor City Hall, 124 W. Michigan, Lansing, Michigan in consideration of the finding and order of the Lansing Demolition Hearing Board Officer regarding the structure at 816 Hickory Street to give the owner, or the owner's agent, the opportunity to appear and show cause why the building should not be demolished or otherwise made safe; and to approve, disapprove, or modify the order of the hearing officer to demolish or make safe the subject structure.

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

BY THE
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Code Compliance Manager has determined that the building located at 3309 VIKING ROAD , Parcel # 33-01-01-30-478-011 legally described as: LOTS 441 & 442 PLEASANT GROVE SUB NO 1 is an unsafe or dangerous building as defined in Section 108.1 of the Lansing Uniform Housing Code and the Housing Law of Michigan and was red tagged on 12/28/2019; and

WHEREAS, a hearing was held by the Hearing Officers on 7/25/2019 , at which the Hearing Officers determined that said building was an unsafe and dangerous building and ordered the building demolished or made safe by 9/25/2019 ; and

WHEREAS, said Hearing Officers filed a report of their findings and order with the City Council and requested the City Council to take appropriate action under the Lansing Housing and Premises Code and the Housing Law of Michigan; and

WHEREAS, the Housing Law of Michigan and Premises Code 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 hearing on , 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; and

NOW, THEREFORE, BE IT RESOLVED that the owner(s) of are hereby directed to comply with the order of the Hearing Officers to demolish or otherwise make safe the said building within _____ days from the date of this resolution, .

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 Manager of Code Compliance 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 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 owners 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. D2019-012
---	---	-----------------------

Matter of the building/structure at 3309 VIKING ROAD which is a ☒ dwelling ☐ garage ☐ other

1. Date of hearing: July 25, 2019 Hearing Officers: DAVE MUYLLE , JOSEPH VITALE
2. Scott Sanford, Code Compliance Lead Housing Inspector 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 \$41,200.00
8. The cost to repair the building or structure to make it safe is \$107,000.00
9. The real estate is described as follows:

Parcel Number: 33 01 01 30 478 011

LOTS 441 & 442 PLEASANT GROVE SUB NO 1, CITY OF LANSING

IT IS ORDERED THAT:

10. ☐ The matter is closed.

☒ The building/structure shall be made safe or demolished on or before Sept 25, 2019

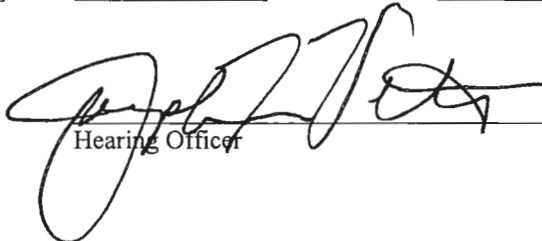
☐ The case be tabled until _____.

☐ 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

7/25/19


Hearing Officer



















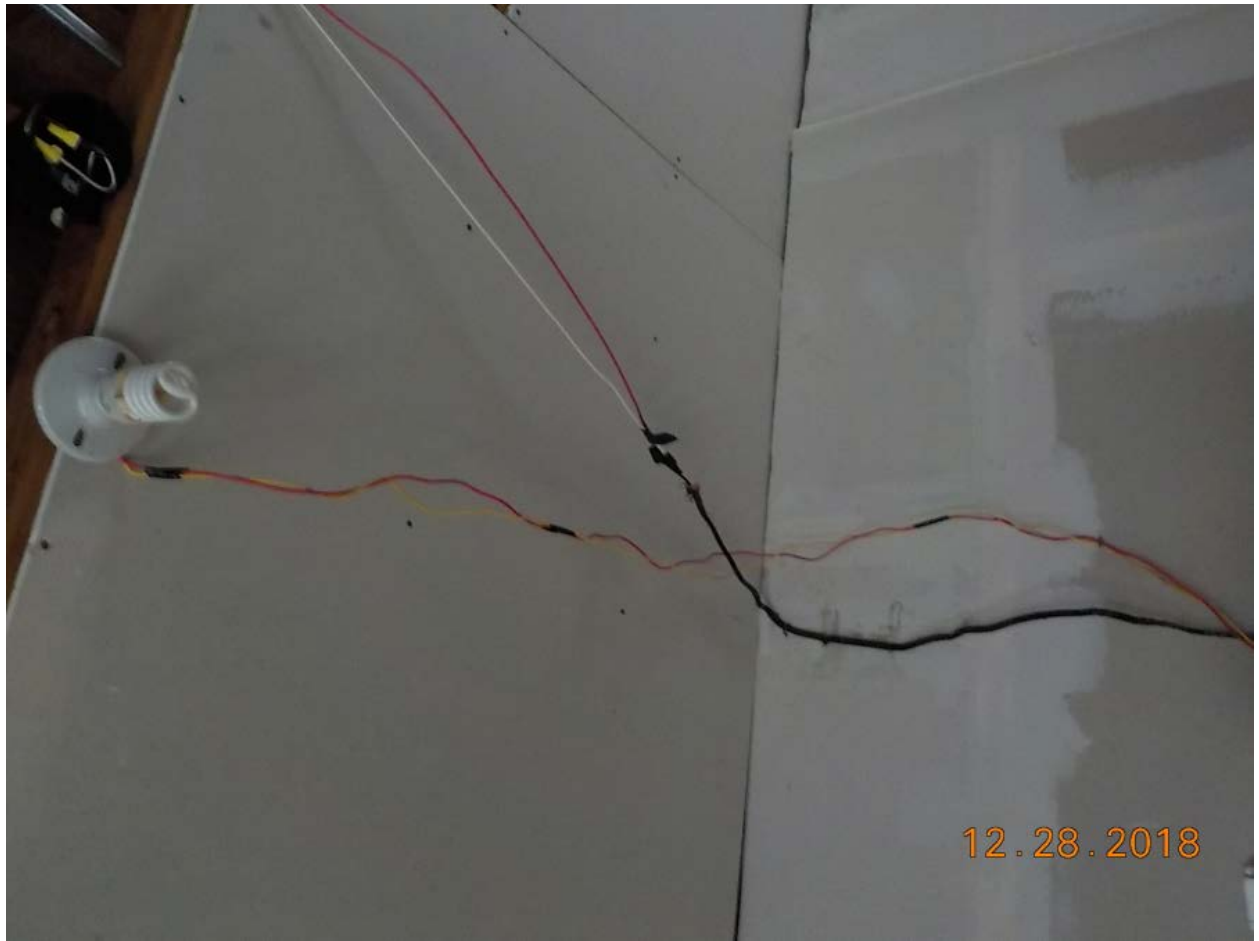




















Economic Development & Planning Code Enforcement Office

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

Notice Printed: 12/28/2018

Unsafe and Dangerous Correction Notice

IRA SERVICES TRUST CO CFBO
P O BOX 7080
SAN CARLOS, CA 94070

Inspection Type: Safety
Inspection Date: 12/28/2018
Compliance Due Date: 01/27/2019

Violation Location: 3309 VIKING RD
Parcel No: 33-01-01-30-478-011

The above referenced address was found to have certain violations of the Lansing Housing and Premises Code, Chapter 108 of the Code of Ordinances. **The violations are listed below and must be corrected by the compliance due date.**

Sec 108.1.3 Lack of required utilities to the dwelling. The gas / electric / water service is turned off. The dwelling lacks sanitary / heating facilities.

INSPECTOR COMMENTS: *BWL and Consumer are locked out and off.*

Sec 304.3 Premises Identification numbers missing or are not plainly legible and visible from the street or road fronting the property. Address numbers shall be a minimum of 4 inches high and a maximum of 12 inches high with a minimum stroke width of 0.5 inch.

Sec 604.3 Wiring is exposed - unprotected faulty and unsafe.

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

Sec 604.3 Wires are loose - hanging.

Sec 604.3 Wire splices not enclosed in junction box.

Sec 604.3 Wall switch is loose - missing - damaged - inoperable.

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

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

Sec 604.3 Light switch is loose - missing - damaged - inoperable

Sec 605.3 Light fixtures missing - inadequate.

Sec 604.3 Light fixture is loose - missing - damaged - inoperable E-18.

Sec 604.3 Junction box cover plates are missing.

Sec 1460.08(A) (4) GFCI protection is lacking at outlets above the kitchen countertop, within six feet of the sink.

Sec 605.2 Receptacle outlets have been replaced in the home. GFCI protection required within 6' of a water source.

Sec 108.1.2 Extension cords used excessively - fastened to structure.

Sec 108.1.3 Electrical service is off. Inoperable light fixtures, switches and outlets.

Sec 604.3 Cover plates missing and or damaged at outlets - switches.

Section 304.15 Gaps around - at bottom of entrance door.

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

Section 304.6 Siding - trim is deteriorated - damaged - missing.

Section 304.13.1 Window glass is broken and/or missing.

Section 304.13.2 Window sash is deteriorated - damaged - missing - loose.

Section 304.13 Windows and/or trim around the windows are deteriorated and need to be repaired or replaced.

Sec 308.1 Large accumulation of combustibles are stored in basement / throughout dwelling

Sec 702.4 Bedroom window lacks required dimensions. (Existing egress or escape windows must have a minimum net clear opening of 5 square feet, a minimum net clear opening height of 22 inches, a minimum net clear opening width of 20 inches and with a maximum sill height of 48 inches.) Note: New egress or escape windows from sleeping rooms shall have a minimum net clear opening of 5.7 square feet. The minimum net clear opening height shall be 24 inches. The minimum net clear opening width shall be 20 inches and they shall have a finished sill height of not more than 44 inches above the floor.

Sec 403.2 Bathroom vent fan is defective and or inoperable.

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

Sec 304.15 Front storm door has a damaged or missing self-closing device and/or door panel(s)

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

Sec 603.1 Clothes dryer vent exterior weather hood is missing / damaged.

Sec 603.1 Furnace: Due to age and or condition, have a qualified mechanical contractor that is registered with the City of Lansing, visually inspect and perform a recognized test of the furnace heat exchanger for CO/CO2 leaks. Inspect the heat exchanger for cracks, openings, excessive rust and corrosion. Inspect furnace casing, check for proper venting and check chimney for restrictions and obstructions. Submit a written report by contractor detailing the results and repairs completed per code.

Sec 603.1 Work to be done to code by a licensed qualified contractor with benefit of permit, inspection and final approval.

Sec 404.4.5 Sleeping rooms in attic do not meet code. Ceiling height is less than 7' and/or lacks an appropriate window or exterior door approved for emergency egress or rescue which is operable from the inside to provide a full clear opening without the use of separate tools. (Existing egress or rescue windows must have a minimum net clear opening of five square feet, with a minimum net clear opening height dimension of twenty-two inches and a maximum sill height of forty-eight inches.) The use of this area as a sleeping room must be authorized by the Building Board of Appeals.

Sec 404.3 Ceiling height is less than 7'. Discontinue using this area as a sleeping room. This continued use must be authorized by the Building Board of Appeals.

Sec 702.4 Lack of window or exterior door approved for emergency egress or rescue which is operable from the inside to provide a full clear opening without the use of separate tools. (Existing egress or rescue windows must have a minimum net clear opening of five square feet, with a minimum net clear opening height dimension of twenty-two inches and a maximum sill height of forty-eight inches).

Sec 702.1 Lack of a safe, continuous and unobstructed path of travel from any point in a structure to the public way.

Sec 504.1 Condition of water heater: Due to condition, of the water heater have a qualified licensed contractor, that is registered with the City of Lansing test and check the condition and safety of the water heater and all its components for proper safe operation, Repair, or replace as needed and bring to code obtaining proper permits when required. Submit a copy of the contractors work order detailing the results to our office.

Sec 504.1 Plumbing permit required for new water heater / water supply piping / waste piping

Sec 506.1 Waste pipe is leaking - deteriorated - damaged - lacking support.

Sec 505.2 Water supply lacks contamination protection by an approved atmospheric-type vacuum breaker or an approved hose connection vacuum breaker at exterior hose bibs / faucets where hoses may be attached and left in place.

Sec 504 Cabinet floor is deteriorated at sink - vanity.

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

SEC 305.3 Caulking / Ceramic tile / Nonabsorbent paneling / Window trim is damaged / loose at bathroom shower area walls.

Sec 305.3 Countertop in kitchen - bathroom is deteriorated - damaged - lacks nonabsorbent capacity.

Sec 305.3 Floor covering soiled - deteriorated - damaged.

SEC 305.3 Nonabsorbent floor - wall coverings damaged - lacking in kitchen - bathroom - shower area.

SEC 305.3 Peeling, chipping, flaking, or abraded paint on interior surfaces of a structure must be properly removed or covered.

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

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

Sec 305 Vanity/kitchen cabinet is deteriorated/damaged and/or loose from the wall. Kitchen cabinet has deteriorated, damaged and/or missing drawers or doors.

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

Sec 304.15 Door is deteriorated - damaged - missing.

Sec 304.15 Door jamb - door sill is deteriorated and or damaged to the front - side - rear door.

Sec 304.7 Missing downspout and extension to gutter.

Sec 304.7 Eave troughs are deteriorated and or damaged and or missing. It is recommended to install downspouts with extensions to divert water at least 7 feet away.

Sec 307.1 Handrail is missing loose - damaged - improperly installed.

Sec 305.6 Hardware damaged or missing from door to bedroom/bathroom/exterior.

Sec 702.3 Hasp/double-key lock must be removed from the bedroom/exterior door(s).

Sec 304.7 Roof on house/garage is deteriorated and damaged. Replace all deteriorated wood and shingles.

Sec 304.10 Steps are deteriorated - damaged - unstable - tipped and are not level.

Sec 305.3 Walls are deteriorated - damaged with holes - bowed - leaning.

This dwelling has been declared an UNSAFE STRUCTURE as defined in section 108 of the Lansing Housing and Premises Code. Signs have been posted at each entrance that read - DO NOT ENTER, UNSAFE TO OCCUPY. It is a misdemeanor to occupy this building, or to remove or deface this notice. Said dwelling shall remain vacant until this office has conducted a complete inspection and approved all corrections.

Failure to comply by the compliance due date may result in the issuance of a Municipal Civil Infraction. Violation with **Fines: \$500 per day for each violation.**

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

If you have any questions or concerns about complying within the time indicated, you may contact at (517) 483 4377 Monday through Friday between the hours of **8-9** - AM or **12-1** - PM.

Officer: Dave Klein Dave.Klein@lansingmi.gov

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

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

Taxpayer of Record: IRA SERVICES TRUST CO CFBO, P O BOX 7080, SAN CARLOS, CA 94070

CODE ENFORCEMENT SECTION
DEPARTMENT OF ECONOMIC DEVELOPMENT & PLANNING
INTER-OFFICE MEMO

To: Scott Sanford, Lead Housing Inspector
From: Gregg Scrimger, Code Compliance Officer
Date: 28 June 2019
Subject: Request for demolition of 3309 Viking Road

STATEMENT OF FINDINGS:

A Safety Inspection was conducted on December 28, 2018 by Code Enforcement Officer David Klein. This dwelling is unit is unfit for occupancy due to the inspection revealing violations which constituted threats to the health, life & safety of any persons living in the structure. This dwelling has been vacant & placarded condemned/unsafe since the safety inspection.

Therefore, I am requesting this structure be demolished.

Estimate of Cost of Repairs:
(Total cost to remodel per square foot):

Building, Mechanical, Plumbing, Electrical.....\$107,000

SMS

The assessed value of the buildings is \$41,200

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

ADDRESS:	3309 VIKING ROAD
PARCEL NUMBER:	33-01-01-30-478-011

SHOW CAUSE HEARING DATE:	
DEMOLITION CASE FILE #:	D2019-012

LISTED TAXPAYER:	IRA SERVICES TRUST CO CFBO
INTERESTED PARTIES:	
SEV INFORMATION:	\$41,500.00
LAND VALUE:	\$23,124.00
BUILDING VALUE:	\$59,811.00
LOT SIZE:	140.00 X 186.50

HOUSING CODE VIOLATION LTR:	12/28/2018
ORIGINAL RED TAG DATE:	12/28/2018
ZONING:	"A" RESIDENTIAL
ESTIMATE OF REPAIRS:	\$107,000.00
PICTURES:	YES
OTHER:	

LEGAL DESCRIPTION:	LOTS 441 & 442 PLEASANT GROVE SUB NO 1
---------------------------	---

ORDER OF DEMOLITION BOARD

DEMOLITION BOARD MEETING DATE:	JULY 25,2019
ORDER:	60 DAYS MAKE SAFE OR DEMOLISH
REASON/CONDITIONS:	UNSAFE
HEARING OFFICER:	JOESEPH VITALE

CURRENT PERMIT ACTIVITY

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

CURRENT CITY COUNCIL ACTIVITY

REQUEST FOR SHOW CAUSE SENT:	10/3/2019
SHOW CAUSE HEARING DATE:	
PUBLIC SAFETY COMMITTEE WILL REVIEW:	

Andy Schor
Mayor



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

OFFICE OF THE MAYOR
CITY OF LANSING, MICHIGAN

XV A 2 d

RECEIVED
2019 OCT -8 PM 3:12
LANSING CITY CLERK

October 9, 2019

Chris Swope, City Clerk
Doug Fleming, Director, Lansing Housing Commission
Ryan Robinson, Chair, Lansing Housing Commission

Dear Clerk Swope, Director Fleming, and Chair Robinson,

Please be advised that I am exercising my Mayoral appointment authority to reappoint Ryan Robinson to his position as an At-Large Appointee Member for the Lansing Housing Commission (LHC) Board in the term to expire on June 30, 2024.

As a current member of the LHC Board, Mr. Robinson has been vetted and meets all of the requirements as set forth in the City Charter. City Council confirmation is not required for this appointment, therefore Mr. Robinson will be instructed to contact Clerk Swope's staff for instructions to be sworn in to this position and take office immediately.

Sincerely,

A handwritten signature in blue ink, appearing to read "AS", is written over the word "Sincerely,".

Andy Schor
Mayor
City of Lansing

RESOLUTION # _____**BY THE COMMITTEE OF THE WHOLE****RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING**

WHEREAS, the City Attorney has requested and recommended the appointment of the Hausfeld law firm of Washington D.C. as special outside legal counsel to represent the BWL in connection with in a matter to recover damages on freight fuel surcharges that it paid to several rail companies between 2003-2008. The Class Certification spanned 9 years in the case *In re Rail Freight Fuel Surcharge Antitrust Litig.*, case number 1:07-mc-00489 (D.D.C.) (“Fuel Surcharge Antitrust Litigation”), during which time BWL was an absent class member. Now that the court has denied class certification, litigation will continue through individual actions. Hausfeld is best suited to manage the litigation because the firm has been handling the class action lawsuit over the last 12 years, representing multiple class members, and conducted discovery and gathered evidence of liability against several rail companies.

NOW, THEREFORE, BE IT RESOLVED that Hausfeld is hereby approved as legal counsel to represent the BWL in the Fuel Surcharge Antitrust Litigation to recover damages on freight fuel surcharges that it paid to several rail companies between 2003-2008.

GENERAL INFORMATION

APPLICANT: Craig S. Gerard
The Gallagher Law Firm
6025 N. Hagadorn Road
East Lansing, MI 48823

OWNER: Walter Brown Estate
1310 Knollwood Avenue
Lansing, MI 48906

REQUESTED ACTION: Rezone 1310 Knollwood Avenue from "F"
Commercial to "B" Residential

EXISTING LAND USE: Single Family Dwelling

EXISTING ZONING: "F" Commercial District

PROPOSED ZONING: "B" Residential District

PROPERTY SIZE & SHAPE: 40' x 70' = 2,800 square feet

SURROUNDING LAND USE: N: Single Family Residential
S: Convenience Store
E: Single Family Residential
W: Single Family Residential

SURROUNDING ZONING: N: "B" Residential District
S: "F" Commercial District
E: "F" Commercial District
W: "F" Commercial District

MASTER PLAN DESIGNATION: The Design Lansing Comprehensive Plan
designates the subject property as "Residential
Corridor". Knollwood Avenue is designated as a
local road.

SPECIFIC INFORMATION

This is a request to rezone the property at 1310 Knollwood Avenue, legally described as:

North 40 feet of Lots 3 & 4, Knollwood Park Subdivision

from "F" Commercial District to "B" Residential District. The purpose of the rezoning is to bring the residential use of the property into compliance with the Zoning Ordinance.

ANALYSIS

COMPATIBILITY WITH SURROUNDING LAND USE

The rezoning will not result in any changes to the subject property and thus, will have no impact on the surrounding area. The applicant is requesting the rezoning for the sole purpose of bringing the single family residential use of the property into compliance with the Zoning Ordinance. Since a single family dwelling is not a permitted use in the "F" Commercial district, it is considered "nonconforming" and subject to the following provisions of Section 1294 of the Zoning Ordinance:

- * If the building is damaged beyond 50% of its pre-catastrophic value, it could not be rebuilt as a single family residential dwelling.
- * The applicant is limited to 35% of the value of the building that can be put into it for repairs, improvements, etc.

The rezoning will bring the building into compliance with the Zoning Ordinance so that the owner's investment is protected and the building can be improved without any monetary restrictions.

COMPLIANCE WITH MASTER PLAN

The Design Lansing Comprehensive Plan designates the subject property and the majority of the properties fronting along W. Willow Street, as "Residential Corridor". The intent of this land use designation is:

"To allow medium-density residential development in a variety of urban formats, rather than a conversion of residential to commercial use, along certain high-traffic streets that also serve as transit routes or are within easy walking distance (¼ mile)."

The current "F" Commercial zoning of the subject property allows uses that are in direct conflict with the residential land use pattern being advanced in the master plan for the W. Willow Street corridor. The proposed "B" Residential zoning, by contrast, allows for single family residential dwellings on relatively small parcels of land which is consistent with the master plan designation.

IMPACT ON VEHICULAR AND PEDESTRIAN TRAFFIC

No adverse impacts on vehicular or pedestrian traffic will result from the proposed rezoning. The proposed rezoning merely allows the current single family residential use of the subject property to continue in perpetuity. The traffic generated by a single family residential dwelling is far less than most of the uses that would be permitted in the "F" Commercial district.

ENVIRONMENTAL IMPACT

There are no changes proposed for the site and therefore, the rezoning will have no impact on the natural environment.

IMPACT ON FUTURE PATTERNS OF DEVELOPMENT

The request to rezone the subject property from "F" Commercial to "B" Residential will not adversely impact future land use patterns in the area. The proposed rezoning merely allows the existing single family dwelling, which is the only reasonable use of the subject property at this time, to continue without the limitations that result from being a nonconforming use. The subject property is too small on its own to be developed for any type of commercial land use. The only way to make use of the property in conformance with the "F" Commercial district is to consolidate it with the adjoining properties that are currently zoned "F Commercial to create a site large enough to accommodate a commercial use with associated parking. If such a proposal were to be presented to the City at some time in the future, rezoning the property back to the "F" Commercial district could be considered at that time.

SUMMARY

This is a request to rezone the property at 1310 Knollwood Avenue, legally described as:

North 40 feet of Lots 3 & 4, Knollwood Park Subdivision

from "F" Commercial District to "B" Residential District. The purpose of the rezoning is to bring the residential use of the property into compliance with the Zoning Ordinance.

The proposed rezoning is consistent with the land use pattern being advanced in the master plan and with the zoning and land use patterns already established in the area. In addition, no adverse impacts on vehicular and pedestrian traffic, the environment or future patterns of development are anticipated to result from approval of this rezoning.

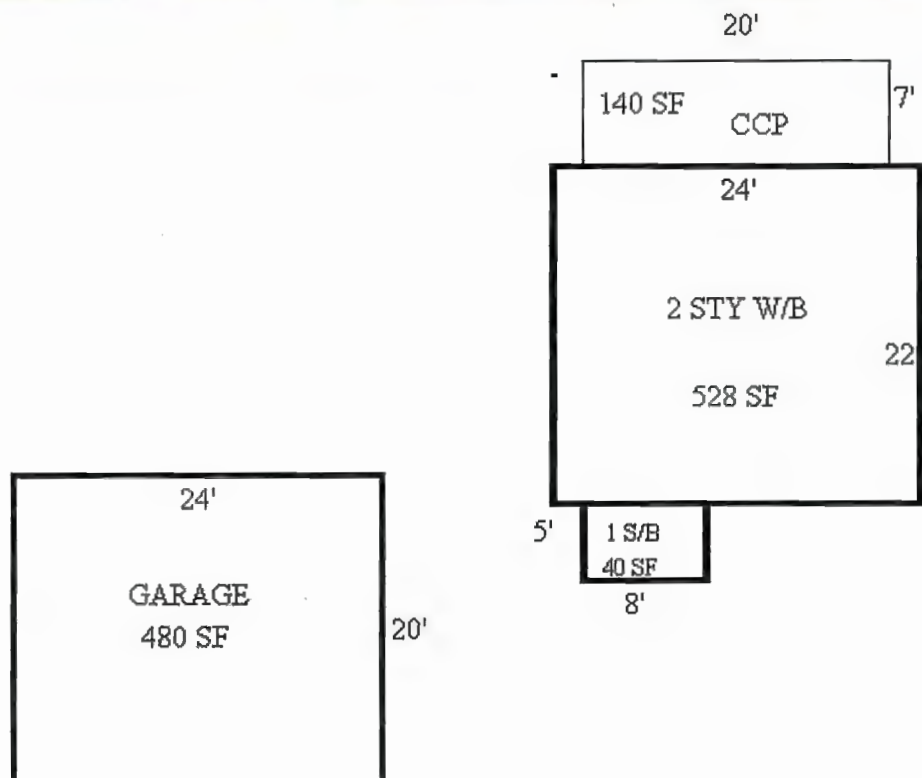
RECOMMENDATION

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

Recommend that Z-7-2019 be approved to rezone the property at 1310 Knollwood Avenue from "F" Commercial District to "B" Residential District, based on the findings of fact as outlined in this staff report.

Respectfully Submitted,

**Susan Stachowiak
Zoning Administrator**







ORDINANCE # _____

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

The City of Lansing ordains:

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

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

Case Number: Z-7-2019

Parcel Number's: 33-01-01-08-283-101

Address: 1310 Knollwood Avenue

Legal Descriptions: North 40 feet of Lots 3 & 4, Knollwood Park, from "F" Commercial District to "B" Residential District.

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

Section 3. This ordinance was duly adopted by the Lansing City Council on _____, 2019, 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.

WHEREAS, for the past twenty-three years , the Capital Area Response Effort (CARE) Programs has served the City of Lansing in ending family violence in Ingham County; and

WHEREAS, the CARE Program provides empathic listening to the victims, assesses a victims risk of further injury or homicide, provides education on the power and control behavior of assaults, personal safety planning, helps to arrange safe shelter, provides advocacy with legal and civil court proceedings, assists with Victims' Rights Compensation medical forms, provide available free 911 phones, arranges transportation to local community agencies, accesses other community resources available to the victims, dispenses emergency personal need items; and

WHEREAS, drawing as necessary on community referrals, the CARE program is a post-arrest response team responding to victims of intimate partner violence in Lansing, East Lansing, Lansing and Meridian Townships and Michigan State University; and

WHEREAS, the CARE Program utilizes 3 staff and approximately 42 volunteers (on-call 7-days a week from 0800 – 0100 hours) via Tri-county dispatch center; and

WHEREAS, the CARE Program also responds to victims of non-arrest intimate partner violence via phone contracts and/or of dispatched by local hospitals; and

WHEREAS, in partnership with Ending Violent Encounters (EVE,Inc.) and MSU Safe Place shelters, the CARE Program provides twenty hours volunteer training sessions, three times a year and 60 days probation period for CARE volunteers. Volunteer training is geared specifically to domestic violence laws, victim's rights, community resources, empathic listening, crisis intervention and safety planning; and

WHEREAS, via numerous agencies and organizations, the CARE Program also promotes better community awareness of intimate partner violence by providing community education and training; and

WHEREAS, the CARE Program is funded for 10/01/2019 – 09/30/2020 by a renewable direct federal Victims of Crime Act (VOCA) Grant of \$207,619, not to exceed \$166,095 (using in-kind 20% local match of \$41,524).

NOW, THEREFORE, BE IT RESOLVED, the Lansing City council authorizes the Administration to accept and administer a VOCA-CARE grant from the Michigan Crime Victims Service Commission in the amount of \$166,095 total compensation, for the fiscal period beginning October 1, 2019 and ending September 30, 2020 and to create accounts and make necessary transfers.

Grant Agreement Between
Michigan Department of Health and Human Services
hereinafter referred to as the "Department"
and
Lansing City
124 W. Michigan Ave.
Lansing MI 48933 2500
Federal I.D.#: 38-6004628, DUNS#: 069835882
hereinafter referred to as the "Grantee"
for
VOCA Crime Victim Assistance- 2020
Part I

1. Period of Agreement:

This agreement will commence on the date of the Grantee's signature or October 1, 2019, whichever is later, and continue through September 30, 2020. No service will be provided and no costs to the state will be incurred prior to October 1, 2019 or the effective date of the Agreement, whichever is later. Through the Agreement, the date of the Grantee's signature or October 1, 2019, whichever is later, shall be referred to as the begin date. This agreement is in full force and effect for the period specified.

2. Program Budget and Agreement Amount:

A. Agreement Amount

The total amount of this agreement is \$207,619.00. The Department under the terms of this agreement will provide funding not to exceed \$166,095.00. The source of funding provided by the Department and approved indirect rate shall be followed as described in Attachment 1 of this agreement, which is part of this agreement through reference.

The match requirement of this agreement is 20.00% of the Department's agreement amount. The Grantee's budgeted match amount is \$41,524.00 and is identified on Attachment B, Budget pages.

The grant agreement is designated as a:

- ☒ Subrecipient relationship (federal funding); or
- ☐ Contractor; or
- ☐ Recipient (non-federal funding).

The grant agreement is designated as:

- ☐ Research and development project; or
- ☒ Not a research and development project.

B. Equipment Purchases and Title

Any Grantee equipment purchases supported in whole or in part through this agreement must be listed in the supporting Equipment Inventory Schedule. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Title to items having a unit acquisition cost of less than \$5,000 shall vest with the Grantee upon acquisition. The Department reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of \$5,000 or more, to the extent that the Department's proportionate interest in such equipment supports such retention or transfer of title.

C. Deviation Allowance

A deviation allowance modifying an established budget category by \$10,000 or 15%, whichever is greater, is permissible without prior written approval of the Department. Any modification or deviations in excess of this provision, including any adjustment to the total amount of this agreement, must be made in writing and executed by all parties to this agreement before the modifications can be implemented. This deviation allowance does not authorize new categories, subcontracts, equipment items or positions not shown in the attached Program Budget Summary and supporting detail schedules.

3. Purpose:

The focus of the program is to expand and enhance local services available to crime victims. The safety, rights, dignity, and healthy recovery of victims of crime are the dominant focus of this effort.

4. Statement of Work:

The Grantee agrees to undertake, perform and complete the services described in Attachment A, which is part of this agreement.

5. Financial Requirements:

The financial requirements shall be followed as described in Part II of this agreement and Attachments B, which are part of this agreement.

6. Performance/Progress Report Requirements:

The progress reporting methods shall be followed as described in Part II and Attachment C, which are part of this agreement.

7. General Provisions:

The Grantee agrees to comply with the General Provisions outlined in Part II and Attachment E, which are part of this agreement.

8. Administration of the Agreement:

The person acting for the Department in administering this agreement (hereinafter referred to as the Contract Manager) is:

Leslie O'Reilly Departmental Analyst/Specialist (517) 241-5249
oreillyL@michigan.gov

Name	Title	Telephone No.	Email Address
------	-------	---------------	---------------

9. Grantee's Financial Contact for the Agreement:

The person acting for the Grantee on the financial reporting for this agreement is:

Joe McClure Financial Officer

Name	Title
------	-------

joe.mcclure@lansingmi.gov (517) 483-4808

E-Mail Address	Telephone No.
----------------	---------------

10. Special Conditions:

- A. This agreement is valid upon approval and execution by the Department which may be contingent upon approval by the State Administrative Board and Signature by the Grantee.
- B. This agreement is conditionally approved subject to and contingent upon the availability of funds.
- C. The Department will not assume any responsibility or liability for costs incurred by the Grantee prior to the signing of this agreement.
- D. The Grantee is required by PA 533 of 2004 to receive payments by electronic funds transfer.

11. Special Certification:

The individual or officer signing this agreement certifies by his or her signature that he or she is authorized to sign this agreement on behalf of the responsible governing board, official or Grantee.

12. Signature Section:

FOR the GRANTEE

Lansing City

Daryl Green

Program Director

09/24/2019

Name

Title

Date

For the Michigan Department of Health and Human Services

Jeanette Hensler

09/21/2019

Jeanette Hensler, Director

Date

Grants Division, Bureau of Grants and Purchasing

Part II
General Provisions

I. Responsibilities - Grantee

The Grantee in accordance with the general purposes and objectives of this agreement shall:

A. Publication Rights

1. Copyright materials only when the Grantee exclusively develops books, films or other such copyrightable materials through activities supported by this Agreement. The copyrighted materials cannot include recipient information or personal identification data. Grantee grants the Department a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such materials copyrighted by the Grantee and authorizes others to reproduce and use such materials.
2. Obtain prior written authorization from the Department's Communication Office for any materials copyrighted by the Grantee or modifications bearing acknowledgment of the Department's name prior to reproduction and use of such materials. The State of Michigan may modify the material copyrighted by the Grantee and may combine it with other copyrightable intellectual property to form a derivative work. The State of Michigan will own and hold all copyright and other intellectual property rights in any such derivative work, excluding any rights or interest granted in this Agreement to the Grantee. If the Grantee ceases to conduct business for any reason or ceases to support the copyrightable materials developed under this Agreement, the State of Michigan has the right to convert its licenses into transferable licenses to the extent consistent with any applicable obligations the Grantee has.
3. Obtain prior written authorization from the Department's Communication Office and give recognition to the Department in any and all publications, papers and presentations arising from the Agreement activities.
4. Notify the Department's Bureau of Grants and Purchasing 30 days before applying to register a copyright with the U.S. Copyright Office. The Grantee must submit an annual report for all copyrighted materials developed by the Grantee through activities supported by this agreement and must submit a final invention statement and certification within 90 days of the end of the agreement period.
5. Not make any media releases related to this agreement, without prior written authorization from the Department's Communication office.

B. Fees

1. Guarantee that any claims made to the Department under this Agreement shall not be financed by any sources other than the Department under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to budget the additional source of funds and reflect the source of funding on the Financial Status Report.
2. Make reasonable efforts to collect 1st and 3rd party fees, where applicable, and report those collections on the Financial Status Report. Any underrecoveries of otherwise available fees resulting from failure to bill for eligible services will be excluded from reimbursable expenditures.

C. Grant Program Operation

Provide the necessary administrative, professional, and technical staff for operation of the grant program. The Grantee must obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of this Agreement.

Use an accounting system that can identify and account for the funds received from each separate grant, regardless of funding source, and assure that grant funds are not comingled.

D. Reporting

Utilize all report forms and reporting formats required by the Department at the effective date of this agreement, and provide the Department with timely review and commentary on any new report forms and reporting formats proposed for issuance thereafter.

E. Record Maintenance/Retention

Maintain adequate program and fiscal records and files, including source documentation, to support program activities and all expenditures made under the terms of this agreement, as required. The Grantee must assure that all terms of the agreement will be appropriately adhered to and that records and detailed documentation for the grant project or grant program identified in this agreement will be maintained for a period of not less than three years from the date of termination, the date of submission of the final expenditure report or until litigation and audit findings have been resolved. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subcontractor that performs Agreement Activities in connection with this Agreement.

F. Authorized Access

1. Permit within 10 calendar days of providing notification and at reasonable times, access by authorized representatives of the Department, Federal Grantor Agency, Inspector General, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, papers, files, documentation

and personnel related to this agreement, to the extent authorized by applicable state or federal law, rule or regulation.

2. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.
3. Grantee must cooperate and provide reasonable assistance to authorized representatives of the Department and others when those individuals have access to Grantee's grant records.

G. Audits

This section only applies to Grantees designated as subrecipients by the Department (see Part I, Section 2. A.).

1. Required Audit or Audit Exemption Notice

Grantees must submit to the Department either a Single Audit, Financial Related Audit, or Audit Exemption Notice as described below. A Financial Related Audit is applicable to for-profit Grantees that are designated as subrecipients. If submitting a Single Audit or Financial Related Audit, Grantees must also submit a corrective action plan prepared in accordance with Title 2 Code of Federal Regulations, Section 200.511(c) for any audit findings that impacts the Department funded programs, and management letter (if issued) with a corrective action plan.

a. Single Audit

Grantees that are a state, local government, or non-profit organization that expend \$750,000 or more in federal awards during the Grantee's fiscal year, must submit a Single Audit to the Department, regardless of the amount of funding received from the Department. The Single Audit must comply with the requirements of Title 2 Code of Federal Regulations, Subpart F. The Single Audit reporting package must include all components described in Title 2 Code of Federal Regulations, Section 200.512 (c).

b. Financial Related Audit

Grantees that are for-profit organizations that expend \$750,000 or more in federal awards during the Grantee's fiscal year, must submit either a financial related audit prepared in accordance with Government Auditing Standards relating to all federal awards; or an audit that meets the requirements contained in Title 2 Code of Federal Regulations, Subpart F, if required by the federal awarding agency.

c. Audit Exemption Notice

Grantees exempt from the Single Audit and Financial Related Audit requirements (a. and b. above) must submit an Audit

Exemption Notice that certifies these exemptions. The template Audit Exemption Notice and further instructions are available at State of Michigan - MDHHS by selecting Inside MDHHS – MDHHS Audit - Audit Reporting.

2. Financial Statement Audit

Grantees exempt from the Single Audit and Financial Related Audit requirements (that are required to submit an Audit Exemption Notice as described above) must also submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards if the audit includes disclosures that may negatively impacts the Department funded programs including, but not limited to fraud, going concern uncertainties, financial statement misstatements, and violations of contract and grant provisions. If submitting a Financial Statement Audit, Grantees must also submit a corrective action plan for any audit findings that impacts the Department funded programs.

3. Due Date and Where to Send

The required audit and any other required submissions (i.e. corrective action plan, and management letter with a corrective action plan), and/or Audit Exemption Notice must be submitted to the Department within nine months after the end of the Grantee's fiscal year by e-mail at MDHHS-AuditReports@michigan.gov. The required submissions must be assembled in PDF files and compatible with Adobe Acrobat (read only). The subject line must state the agency name and fiscal year end. The Department reserves the right to request a hard copy of the audit materials if for any reason the electronic submission process is not successful.

4. Penalty

a. Delinquent Single Audit or Financial Related Audit

If the Grantee does not submit the required Single Audit or Financial Related Audit, including any management letter and applicable corrective action plan(s) within nine months after the end of the Grantee's fiscal year, the Department may withhold any payment from the Department to the Grantee an amount equal to five percent of the audit year's grant funding (not to exceed \$200,000) until the required filing is received by the Department. The Department may retain the amount withheld if the Grantee is more than 120 days delinquent in meeting the filing requirements. The Department may terminate the current grant if the Grantee is more than 180 days delinquent in meeting the filing requirements.

b. Delinquent Audit Exemption Notice

Failure to submit the Audit Exemption Notice, when required, may result in withholding payment from Department to Grantee an amount equal to one percent of the audit year's grant funding until the Audit Exemption Notice is received.

5. Other Audits

The Department or federal agencies may also conduct or arrange for "agreed upon procedures" or additional audits to meet their needs.

H. Subrecipient/Contractor Monitoring

When passing federal funds through to a subrecipient (if the agreement does not prohibit the passing of federal funds through to a subrecipient), the Grantee must:

1. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information required by 2 CFR 200.331 (a).
2. Evaluate each subrecipient's risk for noncompliance as required by 2 CFR 200.331(b).
3. Ensure the subrecipient complies with all the requirements of this grant agreement.
4. Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subawards; that subaward performance goals are achieved; and that all monitoring requirements of 2 CFR 200.331(d) are met including reviewing financial and programmatic reports, following up on corrective actions, and issuing management decisions for audit findings.
5. Verify that every subrecipient is audited as required by Subpart F of 2 CFR 200.

The Grantee must develop a subrecipient monitoring plan that addresses the above requirements and provides reasonable assurance that the subrecipient administers federal awards in compliance with laws, regulations, and the provisions of contracts, and that performance goals are achieved. The subrecipient monitoring plan should include a risk-based assessment to determine the level of oversight, and monitoring activities, such as reviewing financial and performance reports, performing site visits, and maintaining regular contact with subrecipients.

The Grantee must establish requirements to ensure compliance for for-profit subrecipients as required by Title 2 (CFR), Section 200.501(h), as applicable.

The Grantee must ensure that transactions with contractors comply with laws, regulations, and provisions of contracts or grant agreements in compliance with Title 2 CFR, Section 200.501(h), as applicable.

I. Notification of Modifications

Provide timely notification to the Department, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of services, funding or compliance with operational procedures.

J. Software Compliance

Ensure software compliance and compatibility with the Department's data systems for services provided under this agreement including, but not limited to: stored data, databases, and interfaces for the production of work products and reports. All required data under this agreement shall be provided in an accurate and timely manner without interruption, failure or errors due to the inaccuracy of the Grantee's business operations for processing date/time data. All information systems, electronic or hard copy, that contain state or federal data must be protected from unauthorized access.

K. Human Subjects

Comply with Protection of Human Subjects Act, 45 CFR, Part 46. The Grantee agrees that prior to the initiation of the research, the Grantee will submit Institutional Review Board (IRB) application material for all research involving human subjects, which is conducted in programs sponsored by the Department or in programs which receive funding from or through the State of Michigan, to the Department's IRB for review and approval, or the IRB application and approval materials for acceptance of the review of another IRB. All such research must be approved by a federally assured IRB, but the Department's IRB can only accept the review and approval of another institution's IRB under a formally-approved IRB Authorization Agreement. The manner of the review will be agreed upon between the Department's IRB Chairperson and the Grantee's authorized official.

L. Mandatory Disclosures

1. Disclose to the Department in writing within 14 days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Grantee, a subcontractor, or an officer or director of Grantee or subcontract, or that arises during the term of this Agreement including:
 - a. All violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the agreement;
 - b. A criminal Proceeding;
 - c. A parole or probation Proceeding;
 - d. A Proceeding under the Sarbanes-Oxley Act;
 - e. A civil Proceeding involving:
 1. A claim that might reasonably be expected to

adversely affect Grantee's viability or financial stability;
or

2. A governmental or public entity's claim or written allegation of fraud; or

f. A Proceeding involving any license that Grantee is required to possess in order to perform under this Agreement.

2. Notify the Department, at least 90 calendar days before the effective date, of a change in Grantee's ownership or executive management.

M. Statement of Work Progress Reports

Submit quarterly Statement of Work progress reports to the Department via the <http://egram-mi.com/mdhhs> website by the 15th of the month following the end of the quarter and a final report by November 15th.

N. Conflict of Interest and Code of Conduct Standards

1. The Grantee is subject to the provisions of 1968 PA 317, as amended, 1973 PA 196, as amended, and Title 2 Code of Federal Regulations, Section 200.318 (c) (1) and (2).

2. The Grantee will uphold high ethical standards and is prohibited from:

a. Holding or acquiring an interest that would conflict with this Agreement;

b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement;

c. Attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or

d. Paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of this Agreement.

3. Immediately notify the Department of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subcontractor that performs activities in connection with this agreement.

O. Travel Costs

1. Be reimbursed for travel cost (including mileage, meals, and lodging) budgeted and incurred related to services provided under this agreement.

2. If the Grantee has a documented policy related to travel reimbursement for employees and if the Grantee follows that documented policy, the Department will reimburse the Grantee for travel costs at the Grantee's documented reimbursement rate for employees. Otherwise, the State of Michigan travel reimbursement rate applies.

3. State of Michigan travel rates may be found at the following website:

P. Federal Funding Accountability and Transparency Act (FFATA)

1. Complete and upload the FFATA Executive Compensation report to the EGrAMS agency profile if:
 - a. The grantee's federal revenue was 80% or more of the grantee's annual gross revenue;
 - b. Grantee's gross revenue from federal awards was \$25,000,000 or more; AND
 - c. The public does not have access to the information about executive officers compensation through periodic reports filed under Section 13(a) or 15 (d) of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986.
2. FFATA Executive Compensation report template can be found in Attachment F or in the EGrAMS documents.

Q. Insurance Requirements

1. Maintain a minimum of the insurances or governmental self-insurances listed below and is responsible for all deductibles. All required insurance or self-insurance must:
 - a. Protect the State of Michigan from claims that may arise out of, are alleged to arise out of, or result from Grantee's or a subcontractor's performance;
 - b. Be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and
 - c. Be provided by a company with an A.M. Best rating of "A" or better and a financial size of VII or better.
2. Insurance Types
 - a. Commercial General Liability Insurance or Governmental Self-Insurance: Except for Governmental Self—Insurance, policies must be endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 2010 07 04 and CG 2037 07 04.

If the Grantee will interact with children, schools, or the cognitively impaired, the Grantee must maintain appropriate insurance coverage related to sexual abuse and molestation liability.

- b. Workers' Compensation Insurance or Governmental Self-Insurance: Coverage according to applicable laws governing work activities. Waiver of subrogation, except where waiver is prohibited by law.

- c. Employers Liability Insurance or Governmental Self-Insurance
 - d. Privacy and Security Liability (Cyber Liability) Insurance: cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
3. Grantees must require that subcontractors maintain the required insurances contained in this Section.
 4. This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of the Grantee from any obligations under this agreement.
 5. Each Party must promptly notify the other Party of any knowledge regarding an occurrence which the notifying Party reasonably believes may result in a claim against either Party. The Parties must cooperate with each other regarding such claim.

R. Fiscal Questionnaire

1. Submit yearly fiscal questionnaire to the Department via the EGrAMS website within 90 days from the start of the grant agreement.
2. Fiscal Questionnaire template can be found in EGrAMS documents.

S. Criminal Background Check

1. Conduct or cause to be conducted a search that reveals information similar or substantially similar to information found on an Internet Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement works directly with clients or has access to client information.
 - a. ICHAT: <http://apps.michigan.gov/ichat>
 - b. Michigan Public Sex Offender Registry: <http://www.mipsor.state.mi.us>
 - c. National Sex Offender Registry: <http://www.nsopw.gov>
2. Conduct or cause to be conducted a Central Registry (CR) check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement works directly with children or vulnerable adults.
 - a. Central Registry: http://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330---,00.html
3. Require each new employee, employee, subcontractor, subcontractor employee or volunteer who, under this Agreement, works directly with clients or who has access to client information to notify the Grantee in writing of criminal convictions (felony or misdemeanor), pending felony

charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring.

4. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with clients or accessing client information related to clients under this Agreement, based on the results of a positive ICHAT response or reported criminal felony conviction or perpetrator identification.
5. Determine whether to prohibit any employee, subcontractor, subcontractor employee or volunteer from performing work directly with children and/or vulnerable adults under this Agreement, based on the results of a positive CR response or reported perpetrator identification.
6. Require any employee, subcontractor, subcontractor employee or volunteer who may have access to any databases of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information, to have a fingerprint background check performed by the Michigan State Police.

II. Responsibilities - Department

The Department in accordance with the general purposes and objectives of this agreement will:

A. Reimbursement

Provide reimbursement in accordance with the terms and conditions of this agreement based upon appropriate reports, records, and documentation maintained by the Grantee.

B. Report Forms

Provide any report forms and reporting formats required by the Department at the effective date of this agreement, and provide to the Grantee any new report forms and reporting formats proposed for issuance thereafter at least 90 days prior to their required usage in order to afford the Grantee an opportunity to review and offer comment.

III. Assurances

The following assurances are hereby given to the Department:

A. Compliance with Applicable Laws

The Grantee will comply with applicable federal and state laws, guidelines, rules and regulations in carrying out the terms of this agreement. The Grantee will also comply with all applicable general administrative requirements, such as Title 2 Code of Federal Regulations (CFR) covering cost principles, grant/agreement principles, and audits, in carrying out the terms of this agreement. The Grantee will comply with all applicable requirements in the original grant awarded to the Department if the Grantee is a subgrantee. The Department may determine that the Grantee has not complied with applicable federal or state laws, guidelines, rules, and regulations in carrying out the

terms of this agreement and may then terminate this agreement under Part II Section V.

B. Anti-Lobbying Act

The Grantee will comply with the Anti-Lobbying Act, 31 USC 1352 as revised by the Lobbying Disclosure Act of 1995, 2 USC 1601 et seq, and Section 503 of the Departments of Labor, Health and Human Services, and Education, and Related Agencies section of the FY 1997 Omnibus Consolidated Appropriations Act (Public Law 104-208). Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

C. Non-Discrimination

1. The Grantee must comply with the Department's non-discrimination statement: The Michigan Department of Health and Human Activities will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, height, weight, marital status, gender identification or expression, sexual orientation, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The Grantee further agrees that every subcontract entered into for the performance of any contract or purchase order resulting therefrom, will contain a provision requiring non-discrimination in employment, activity delivery and access, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act (1976 PA 453, as amended; MCL 37.2101 et seq.) and the Persons with Disabilities Civil Rights Act (1976 PA 220, as amended; MCL 37.1101 et seq.), and any breach thereof may be regarded as a material breach of this Agreement.
2. The Grantee will comply with all federal statutes relating to nondiscrimination. These include but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disabilities;
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of

- age;
- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - g. §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - h. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
 - i. The requirements of any other nondiscrimination statute(s) which may apply to the application.
3. Additionally, assurance is given to the Department that proactive efforts will be made to identify and encourage the participation of minority-owned and women- owned businesses, and businesses owned by persons with disabilities in contract solicitations. The Grantee shall include language in all contracts awarded under this Agreement which (1) prohibits discrimination against minority-owned and women-owned businesses and businesses owned by persons with disabilities in subcontracting; and (2) makes discrimination a material breach of contract.

D. Debarment and Suspension

The Grantee will comply with Federal Regulation, 2 CFR part 180 and certifies to the best of its knowledge and belief that it, its employees and its subcontractors:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;
- 2. Have not within a five-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) or private transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- 3. Are not presently indicted or otherwise criminally or civilly charged by a

government entity (federal, state or local) with commission of any of the offenses enumerated in section 2;

4. Have not within a five-year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default; and
5. Have not committed an act of so serious or compelling a nature that it affects your present responsibilities.

E. Federal Requirement: Pro-Children Act

1. The Grantee will comply with Public Law 103-227, also known as the Pro-Children Act of 1994, 20 USC 6091 et seq, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The Grantee also assures that this language will be included in any subawards which contain provisions for children's services.
2. The Grantee also assures, in addition to compliance with Public Law 103-227, any service or activity funded in whole or in part through this agreement will be delivered in a smoke-free facility or environment. Smoking shall not be permitted anywhere in the facility, or those parts of the facility under the control of the Grantee. If activities or services are delivered in facilities or areas that are not under the control of the Grantee (e.g., a mall, restaurant or private work site), the activities or services shall be smoke-free.

F. Hatch Political Activity Act and Intergovernmental Personnel Act

The Grantee will comply with the Hatch Political Activity Act, 5 USC 1501-1509 and 7324-7328, and the Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act, Public Law 95-454, 42 USC 4728 - 4763. Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of

federally-assisted programs.

G. National Defense Authorization Act Employee Whistleblower Protections

The Grantee will comply with the National Defense Authorization Act "Pilot Program for Enhancement of Grantee Employee Whistleblower Protections".

- a) This agreement and employees working on this agreement will be subject to the whistleblower rights and remedies in the pilot program on Grantee employee whistleblower protections established at 41 U.S.C.4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2012 and FAR 3.908.
- b) The Grantee shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- c) The Grantee shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

H. Clean Air Act and Federal Water Pollution Control Act

The Grantee will comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.

- a. This agreement and anyone working on this agreement will be subject to the Clean Air Act and Federal Water Pollution Control Act and must comply with all applicable standards, orders or regulations issued pursuant to these Acts. Violations must be reported to the Department.

I. Trafficking Victims Protection Act

The Grantee will comply with the Trafficking Victims Act of 2000, as amended.

- a) This agreement and anyone working on this agreement will be subject to the Trafficking Victims Protection Act and must comply with all applicable standards, orders or regulations issued pursuant to this Act. Violations must be reported to the Department.

J. Procurement of Recovered Materials

The Grantee will comply with section 6002 of the Solid Waste Disposal, as amended.

- a) This agreement and anyone working on this agreement will be subject to section 6002 of the Solid Waste Disposal Act and must comply with all applicable standards, orders or regulations issued pursuant to these Acts. Violations must be reported to the Department.

K. Subcontracts

For any subcontracted service, activity or product, the Grantee will ensure:

1. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity. Exceptions to this policy may be granted by the Department if the Grantee asks the Department in

writing within 30 days of execution of the agreement.

2. That any executed subcontract to this agreement shall require the subcontractor to comply with all applicable terms and conditions of this agreement. In the event of a conflict between this agreement and the provisions of the subcontract, the provisions of this agreement shall prevail.

A conflict between this agreement and a subcontract, however, shall not be deemed to exist where the subcontract:

- a. Contains additional non-conflicting provisions not set forth in this agreement;
 - b. Restates provisions of this agreement to afford the Grantee the same or substantially the same rights and privileges as the Department; or
 - c. Requires the subcontractor to perform duties and/or services in less time than that afforded the Grantee in this agreement.
3. That the subcontract does not affect the Grantee's accountability to the Department for the subcontracted activity.
 4. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and services.
 5. That the Grantee will submit a copy of the executed subcontract if requested by the Department.

L. Procurement

Grantee will ensure that all purchase transactions, whether negotiated or advertised, shall be conducted openly and competitively in accordance with the principles and requirements of Title 2 Code of Federal Regulations, Part 200. Funding from this agreement shall not be used for the purchase of foreign goods or services. Records shall be sufficient to document the significant history of all purchases and shall be maintained for a minimum of three years after the end of the agreement period.

M. Health Insurance Portability and Accountability Act

To the extent that the Health Insurance Portability and Accountability Act (HIPAA) is applicable to the Grantee under this agreement, the Grantee assures that it is in compliance with requirements of HIPAA including the following:

1. The Grantee must not share any protected health information provided by the Department that is covered by HIPAA except as permitted or required by applicable law; or to a subcontractor as appropriate under this agreement.
2. The Grantee will ensure that any subcontractor will have the same obligations as the Grantee not to share any protected health data and

information from the Department that falls under HIPAA requirements in the terms and conditions of the subcontract.

3. The Grantee must only use the protected health data and information for the purposes of this agreement.
4. The Grantee must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Grantee's employees.
5. The Grantee must have a policy and procedure to immediately report to the Department any suspected or confirmed unauthorized use or disclosure of protected health information that falls under the HIPAA requirements of which the Grantee becomes aware. The Grantee will work with the Department to mitigate the breach, and will provide assurances to the Department of corrective actions to prevent further unauthorized uses or disclosures. The Department may demand specific corrective actions and assurances and the Grantee must provide the same to the Department.
6. Failure to comply with any of these contractual requirements may result in the termination of this agreement in accordance with Part II, Section V. Agreement Termination.
7. In accordance with HIPAA requirements, the Grantee is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information, including without limitation the Department's costs in responding to a breach, received by the Grantee from the Department or any other source.
8. The Grantee will enter into a business associate agreement should the Department determine such an agreement is required under HIPAA.

N. Website Incorporation

The Department is not bound by any content on Grantee's website unless expressly incorporated directly into this Agreement. The Department is not bound by any end user license agreement or terms of use unless specifically incorporated in this agreement or any other agreement signed by the Department. The Grantee may not refer to the Department on the Grantee's website without the prior written approval of the Department.

O. Survival

The provisions of this Agreement that impose continuing obligations will survive the expiration or termination of this Agreement.

P. Non-Disclosure of Confidential Information

1. The Grantee agrees that it will use Confidential Information solely for the purpose of this agreement. The Grantee agrees to hold all Confidential information in strict confidence and not to copy, reproduce, sell, transfer or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontracts of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purpose whatsoever other than the performance of this Agreement. The Grantee must take all reasonable precautions to safeguard the Confidential Information. These precautions must be at least as great as the precautions the Grantee takes to protect its own confidential or proprietary information.
2. Meaning of Confidential Information
For the purpose of this Agreement the term “Confidential Information” means all information and documentation that:
 - a. Has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party;
 - b. If disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning;
 - c. Should reasonably be recognized as confidential information of the disclosing party;
 - d. Is unpublished or not available to the general public; or
 - e. Is designated by law as confidential.
3. The term “Confidential Information” does not include any information or documentation that was:
 - a. Subject to disclosure under the Michigan Freedom of Information Act (FOIA);
 - b. Already in the possession of the receiving party without an obligation of confidentiality;
 - c. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights;
 - d. Obtained from a source other than the disclosing party without an obligation of confidentiality; or
 - e. Publicly available when received or thereafter became publicly available (other than through an unauthorized disclosure by, through or on behalf of, the receiving part).
4. The Grantee must notify the Department within 1 business day after

discovering any unauthorized use or disclosure of Confidential Information. The Grantee will cooperate with the Department in every way possible to regain possession of the Confidential Information and prevent further unauthorized use or disclosure.

Q. Cap on Salaries

None of the funds awarded to the Grantee through this Agreement shall be used to pay, either through a grant or other external mechanism, the salary of an individual at a rate in excess of Executive Level II. The current rates of pay for the Executive Schedule are located on the United States Office of Personnel Management web site, <http://www.opm.gov>, by navigating to Policy — Pay & Leave — Salaries & Wages. The salary rate limitation does not restrict the salary that a Grantee may pay an individual under its employment; rather, it merely limits the portion of that salary that may be paid with funds from this Agreement.

IV. Financial Requirements

A. Operating Advance

An operating advance may be requested by the Grantee to assist with program operations. The request should be addressed to the Contract Manager identified in Part I, Item 8. The operating advance will be administered as follows:

1. The advance amount requested must be reasonable in relationship to the program requirements, billing cycle, etc.; and in no case may the advance exceed the amount required for 60 days operating expense. Operating advances will be monitored and adjusted by the Department according to total Department agreement amount.
2. The advance must be recorded as an account payable to the Department in the Grantee's financial records. The operating advance payable must remain in the Grantee's financial records until fully recovered by the Department.
3. The monthly Financial Status Report (FSR) reimbursement for actual expenditures by the Department should be used by the Grantee to replenish the operating advance used for program operations.
4. The operating advance must be returned to the Department within 30 days of the end date of this Agreement unless the Grantee has a recurring agreement with the Department. Subsequent Department agreements may not be executed if an outstanding operational advance has not been repaid.

The Department may obtain the Michigan Department of Treasury's assistance in collecting outstanding operating advances. The Department will comply with the Michigan Department of Treasury's Due Process procedures prior to forwarding claims to Treasury. Specific

Due Process procedures include the following:

- a. Department offer of a hearing to dispute the debt, identifying the time, place and date of such hearing.
 - b. A hearing by an impartial official.
 - c. An opportunity for the Grantee to examine department's associated records.
 - d. An opportunity for the Grantee to present evidence in person or in writing.
 - e. A hearing official with full authority to correct errors and make a decision not to forward debt to Treasury.
 - f. Grantee representation by an attorney and presentation of witnesses if necessary.
5. At the end of either the agreement period or Department's fiscal year, whichever is first, the Grantee must respond to the Department's request for confirmation of the operating advance. Failure to respond to the confirmation request may result in the Department recovering all or part of an outstanding operating advance.

B. Reimbursement Method

The Grantee will be paid for allowable expenditures incurred by the Grantee, submitted for reimbursement on the Financial Status Reports (FSRs) and approved by the Department. Reimbursement from the Department is based on the understanding that Department funds will be paid up to the total Department allocation as agreed to in the approved budget. Department funds are the first source after the application of fees and earmarked sources unless a specific local match condition exists.

C. Financial Status Report Submission

Financial Status Reports (FSRs) shall be prepared and submitted electronically to the Department via the website <http://egram-mi.com/mdhhs>.

FSRs must be submitted on a monthly basis, no later than 30 days after the close of each calendar month. The monthly FSRs must reflect total actual program expenditures, up to the total agreement amount. Failure to meet financial reporting responsibilities as identified in this Agreement may result in withholding future payments.

Failure to meet financial reporting responsibilities as identified in this agreement may result in withholding future payments.

By submitting the FSR the individual is certifying to the best of their knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of this agreement. The individual submitting the FSR should be aware that any false, fictitious, or fraudulent information, or the omission of any material facts, may subject them to criminal, civil or

administrative penalties for fraud, false statements, false claims or otherwise.

The instructions for completing the FSR form are available on the website <http://egram-mi.com/mdhhs>. Send FSR questions to FSRMDHHS@michigan.gov.

D. Reimbursement Mechanism

All Grantees must sign up through the on-line vendor registration process to receive all State of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by MCL 18.1283a. Vendor registration information is available through the Department of Technology Management and Budget's web site: <https://www.michigan.gov/sigmavss>.

E. Final Obligations and Financial Status Reporting Requirements

1. Obligation Report

The Obligation Report, based on annual guidelines, must be submitted by the due date using the format provided by the Department's Accounting Division. The Grantee must provide an estimate of total expenditures for the entire agreement period. The information on the report will be used to record the Department's year-end accounts payables and receivables for this agreement.

2. Department-wide Payment Suspension

A temporary payment suspension is in effect on agreements during the department's year-end closing period beginning September 20 until mid-November. FSRs through the August period should be submitted by September 15 to ensure payment prior to the payment suspension period.

3. Final FSRs

Final FSRs are due 30 days following the end of the fiscal year or agreement period. The final FSR must be clearly marked "Final." Final FSRs not received by the due date may result in the loss of funding requested on the Obligation Report and may result in the potential reduction in the subsequent year's agreement amount.

F. Unobligated Funds

Any unobligated balance of funds held by the Grantee at the end of the agreement period will be returned to the Department within 30 days of the end of the agreement or treated in accordance with instructions provided by the Department.

G. Indirect Costs

The Grantee is allowed to use an approved federal indirect rate in their budget calculations and financial status reporting. If the Grantee does not have an existing approved federal indirect rate, they may use a 10% de minimis rate in accordance with Title 2 Code of Federal Regulations (CFR) Part 200 to

recover their indirect costs. Approved indirect rates will appear on Attachment 1.

V. Agreement Termination

The Department may terminate this agreement without further liability or penalty to the Department for any of the following reasons:

- A. This agreement may be terminated by either party by giving 30 days written notice to the other party stating the reasons for termination and the effective date.
- B. This agreement may be terminated by either party with 30 days prior written notice upon the failure of either party to carry out the terms and conditions of this agreement, provided the alleged defaulting party is given notice of the alleged breach and fails to cure the default within the 30 day period.
- C. This agreement may be terminated immediately if the Grantee or an official of the Grantee or an owner is convicted of any activity referenced in Section III.D. of this agreement during the term of this agreement or any extension thereof.

VI. Stop Work Order

The Department may suspend any or all activities under this Agreement at any time. The Department will provide the Grantee with a written stop order detailing the suspension. Grantee must comply with the stop work order upon receipt. The Department will not pay for Activities, Grantee's lost profits, or any additional compensation during a stop work period.

VII. Final Reporting Upon Termination

Should this agreement be terminated by either party, within 30 days after the termination, the Grantee shall provide the Department with all financial, performance and other reports required as a condition of this agreement. The Department will make payments to the Grantee for allowable reimbursable costs not covered by previous payments or other state or federal programs. The Grantee shall immediately refund to the Department any funds not authorized for use and any payments or funds advanced to the Grantee in excess of allowable reimbursable expenditures.

VIII. Severability

If any part of this Agreement is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Agreement and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Agreement will continue in full force and effect.

IX. Waiver

Failure to enforce any provision of this Agreement will not constitute a waiver to enforce any other provision of this agreement.

X. Amendments

Any changes to this agreement will be valid only if made in writing and accepted by all parties to this agreement. Any change proposed by the Grantee which would affect the Department funding of any project, in whole or in part in Part I, Section 2.C. of the

agreement, must be submitted in writing to the Department for approval immediately upon determining the need for such change. The Grantee shall, upon request of the Department and receipt of a proposed amendment, amend this Agreement.

XI. Liability

The Grantee assumes all liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct activity delivery, to be carried out by the Grantee in the performance of this agreement, under the following conditions:

- A. The liability, loss, or damage is caused by, or arises out of, the actions of or failure to act on the part of the Grantee, any of its subcontractors, or anyone directly or indirectly employed by the grantee.
- B. Nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statute or court decisions.

The Department is not liable for consequential, incidental, indirect or special damages, regardless of the nature of the action.

XII. State of Michigan Agreement

This is a State of Michigan Agreement and must be exclusively governed by the laws and construed by the laws of Michigan, excluding Michigan's choice-of-law principle. All claims related to or arising out of this agreement, or its breach, whether sounding in contract, tort, or otherwise, must likewise be governed exclusively by the laws of Michigan, excluding Michigan's choice-of-law principles. Any dispute as a result of this agreement shall be resolved in the State of Michigan.

Attachment 1

MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES SCHEDULE OF FINANCIAL ASSISTANCE

Lansing City

Source of Funds		Catalog of Federal Domestic Assistance (CFDA)		Federal Award				
Federal / State	Federal Agency Name	Number	Title	Award Number	Title	Federal Award Identification No.	Award Date	Amount
Federal (03000)	Department of Justice	16.575	Crime Victim Assistance	400005 (17)	CRIME VICTIM ASSISTANCE-VOCA	2017VAGX0063	10/01/2016	166,095.00
			Total Allocation					166,095.00

The federal funding provided by the Department is \$166,095.00.

Attachment 1b - APPROVED INDIRECT RATE

APPROVED INDIRECT RATE (S)

Rate Description	Indirect Rate %	Rate Base \$	Total Approved Indirect Costs
Total Approved Indirect Costs			

A Attachment A - Statement of Work

Objective :	Objective 1) To provide quality post-arrest, in-person, crisis intervention to survivors of domestic violence
Activity :	Activity 1) The CARE Program will provide in-person, first response, crisis intervention to victims of domestic violence after being dispatched by police following the assailants's arrest. In-person crisis response will be provided by a CARE staff member or trained volunteers. CARE staff/volunteers will meet with the victim at the location chosen by the victim and provided to staff/volunteers by the 911 dispatch supervisor. These locations could include but are not limited to the victim's home, a hospital, or police precinct. CARE staff/volunteers are on-call seven days a week, 365 days a year. CARE responds between 8:00 AM - 1:00 AM. Any calls received after 1:00 AM are responded to the next morning at 8:00 AM.
Responsible Staff :	Coordinator, Volunteer Coordinator, Victim Advocate, Victim Advocate Volunteers
Date Range :	10/01/2019 - 09/30/2020
Expected Outcome :	Expected Outcome 1-1) 90% of survivors will have access to accurate information about the legal system, in order to make informed decisions and choices. 1-2) 90% of survivors will have access to accurate information about support services available in the community that they might need. 1-3) 90% of survivors will have access to information about the effects of domestic violence victimization.
Measurement :	Measurement 1-1) CARE staff/volunteers will complete a form following the delivery of in-person, first response, crisis intervention services that will address the desired outcomes. 1-2) CARE staff/volunteers will complete a form following the delivery of in-person, first response, crisis intervention services that will address the desired outcomes. 1-3) CARE staff/volunteers will complete a form following the delivery of in-person, first response, crisis intervention services that will address the desired outcomes.
Objective :	Objective 2) To provide quality criminal legal advocacy to victims of domestic violence
Activity :	Activity 2) A CARE staff member will be available 77 hours per week (Sun 3pm-1am, Mon-Wed 8am-1am, Th-Fri 8am-5pm) to provide advocacy to victims of crime. Such advocacy can occur over the phone, in-person at our offices, at the police station, and at the court house. This advocacy will include providing clients with information about their rights, providing information about the process, and advocating on behalf of clients with court personnel and/or law enforcement.
Responsible Staff :	Coordinator, Volunteer Coordinator, Victim Advocate
Date Range :	10/01/2019 - 09/30/2020
Expected Outcome :	Expected Outcome 2-1) 90% of victims going through the court process will understand their role in the court procedure. 2-2) 90% of victims will have increased knowledge on the range of their legal options. 2-3) 90% of victims will have more ways to plan for their safety.
Measurement :	Measurement 2-1) CARE staff will complete a form following the delivery of services that will address the desired outcomes. 2-2) CARE staff will complete a form following the delivery of services that will address the desired outcomes. 2-3) CARE staff will complete a form following the delivery of services that will address the desired outcomes.
Objective :	Objective 3) To train knowledgeable, empathetic volunteer advocates for survivors of domestic violence
Activity :	Activity 3) The Volunteer Coordinator will conduct 20-hour training at the agency for each volunteer prior to the volunteer becoming a CARE Program advocate. These trainings will occur three times per year.

Responsible Staff :	Volunteer Coordinator
Date Range :	10/01/2019 - 09/30/2020
Expected Outcome :	Expected Outcome 3-1) 90% of volunteers will show an increase in knowledge regarding crisis intervention after training. 3-2) 90% of volunteers will show an increase in knowledge regarding empathic listening after training. 3-3) 90% of volunteers will show an increase in knowledge regarding dynamics of victimization after training.
Measurement :	Measurement 3-1) Pre- and post-surveys will be given to volunteers immediately before and after training. Volunteers are asked to self identify their knowledge base before and after training. For example, volunteers are asked "Prior to training I would rate my knowledge of crisis intervention as: (a) Very knowledgeable (b) Knowledgeable (c) Somewhat knowledgeable (d) No knowledge. Then after training volunteers are asked "At the end of volunteer training I would rate my knowledge of crisis intervention as: (a) Very knowledgeable (b) Knowledgeable (c) Somewhat knowledgeable (d) No knowledge. 3-2) Pre- and post-surveys will be given to volunteers immediately before and after training. Volunteers are asked to self identify their knowledge base before and after training. For example, volunteers are asked "Prior to training I would rate my knowledge of empathic listening as _x_, then after training volunteers are asked the same thing. During training, the volunteer coordinator also observes the volunteers role-play empathic listening and records in writing the extent to which each volunteer has mastered it (not at all, a little, somewhat, very much). 3-3) Pre- and post-surveys will be given to volunteers immediately before and after training. A scenario provided in the survey measures the extent to which the volunteer understands the dynamics of victimization by asking them to list the different dynamics of domestic violence present in the scenario. Volunteers are asked to self identify their knowledge base before and after training. For example, volunteers are asked "Prior to training I would rate my knowledge of dynamics of victimization as: (a) Very knowledgeable (b) Knowledgeable (c) Somewhat knowledgeable (d) No knowledge. Then after training volunteers are asked "At the end of volunteer training I would rate my knowledge of dynamics of victimization as: (a) Very knowledgeable (b) Knowledgeable (c) Somewhat knowledgeable (d) No knowledge.

B1 Attachment B1 - Program Budget Summary

PROGRAM VOCA Crime Victim Assistance- 2020			DATE PREPARED 9/24/2019		
CONTRACTOR NAME Lansing City			BUDGET PERIOD From : 10/1/2019 To : 9/30/2020		
MAILING ADDRESS (Number and Street) 124 W. Michigan Ave.			BUDGET AGREEMENT ☒ Original ☐ Amendment		AMENDMENT # 0
CITY Lansing	STATE MI	ZIP CODE 48933-2500	FEDERAL ID NUMBER 38-6004628		

	Category	Total	Amount	Cash	Inkind
DIRECT EXPENSES					
Program Expenses					
1	Salary & Wages	137,363.00	137,363.00	0.00	0.00
2	Fringe Benefits	11,004.00	11,004.00	0.00	0.00
3	Volunteer	38,573.00	0.00	0.00	38,573.00
4	Volunteer Fringe Benefits	2,951.00	0.00	0.00	2,951.00
5	Travel	10,606.00	10,606.00	0.00	0.00
6	Supplies & Materials	3,398.00	3,398.00	0.00	0.00
7	Contractual	0.00	0.00	0.00	0.00
8	Equipment	0.00	0.00	0.00	0.00
9	Other Expenses	3,724.00	3,724.00	0.00	0.00
Total Program Expenses		207,619.00	166,095.00	0.00	41,524.00
TOTAL DIRECT EXPENSES		207,619.00	166,095.00	0.00	41,524.00
INDIRECT EXPENSES					
Indirect Costs					
1	Indirect Costs	0.00	0.00	0.00	0.00
Total Indirect Costs		0.00	0.00	0.00	0.00
TOTAL INDIRECT EXPENSES		0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		207,619.00	166,095.00	0.00	41,524.00

SOURCE OF FUNDS

	Category	Total	Amount	Cash	Inkind
1	Source of Funds				
	Fees and Collections	0.00	0.00	0.00	0.00
	State Agreement	166,095.00	166,095.00	0.00	0.00
	Local	0.00	0.00	0.00	0.00
	Federal	0.00	0.00	0.00	0.00
	Foundation Grant	0.00	0.00	0.00	0.00
	United Way Grant	0.00	0.00	0.00	0.00
	Contributions	0.00	0.00	0.00	0.00

	Volunteer	41,524.00	0.00	0.00	41,524.00
	Other(s)	0.00	0.00	0.00	0.00
	Total Source of Funds	207,619.00	166,095.00	0.00	41,524.00
	Totals	207,619.00	166,095.00	0.00	41,524.00

B2 Attachment B2 - Program Budget - Cost Detail Schedule

	Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkind
DIRECT EXPENSES									
Program Expenses									
1	Salary & Wages								
	Coordinator	2080.00 00	25.980	0.000	HRS	54,038.00	54,038.00	0.00	0.00
	Volunteer Coordinator	2080.00 00	22.550	0.000	HRS	46,904.00	46,904.00	0.00	0.00
	Victim Advocate	2080.00 00	17.510	0.000	HRS	36,421.00	36,421.00	0.00	0.00
Total for Salary & Wages						137,363.0 0	137,363.00	0.00	0.00
2	Fringe Benefits								
	Unemployment	0.0000	1.838	27000.0 00		496.00	496.00	0.00	0.00
	FICA	0.0000	7.650	137363. 000		10,508.00	10,508.00	0.00	0.00
Total for Fringe Benefits						11,004.00	11,004.00	0.00	0.00
3	Volunteer								
	Victim Advocate Volunteer	1562.29 00	24.690	0.000	HRS	38,573.00	0.00	0.00	38,573.00
4	Volunteer Fringe Benefits								
	FICA	0.0000	7.650	38573.0 00		2,951.00	0.00	0.00	2,951.00
5	Travel								
	Staff Development Training Lodging Notes : Our agency has a travel policy and employee travel will not exceed the State rate.	1001.00 00	1.000	0.000	VAR	1,001.00	1,001.00	0.00	0.00
	Staff Development Training Meals Notes : Our agency has a travel policy and employee travel will not exceed the State rate.	500.000 0	1.000	0.000	VAR	500.00	500.00	0.00	0.00
	Direct Service Mileage	9922.00 00	0.580	0.000	VAR	5,755.00	5,755.00	0.00	0.00
	Staff Development	1500.00	0.580	0.000	VAR	870.00	870.00	0.00	0.00

	Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkind
	Training Mileage	00							
	Staff Development Training Registrations Notes : Our agency has a travel policy and employee travel will not exceed the State rate.	2000.00 00	1.000	0.000	VAR	2,000.00	2,000.00	0.00	0.00
	Other (Specify)- Parking Fees Notes : Our agency has a travel policy and employee travel will not exceed the State rate.	480.000 0	1.000	0.000	VAR	480.00	480.00	0.00	0.00
Total for Travel						10,606.00	10,606.00	0.00	0.00
6	Supplies & Materials								
	Photocopier	1198.00 00	1.000	0.000	NOS	1,198.00	1,198.00	0.00	0.00
	Office Supplies - Consummable	2200.00 00	1.000	0.000	VAR	2,200.00	2,200.00	0.00	0.00
Total for Supplies & Materials						3,398.00	3,398.00	0.00	0.00
7	Contractual								
8	Equipment								
9	Other Expenses								
	Communication - Cellular Phone Service	167.000 0	12.000	0.000	MTH	2,004.00	2,004.00	0.00	0.00
	Communication - Office Phone Service	60.0000	12.000	0.000	MTH	720.00	720.00	0.00	0.00
	Agency Memberships Notes : Michigan Coalition To End Domestic & Sexual Violence	500.000 0	1.000	0.000	NOS	500.00	500.00	0.00	0.00
	Other (Specify)-Client Database	500.000 0	1.000	0.000	NOS	500.00	500.00	0.00	0.00
Total for Other Expenses						3,724.00	3,724.00	0.00	0.00
Total Program Expenses						207,619.0 0	166,095.00	0.00	41,524.00
TOTAL DIRECT EXPENSES						207,619.0 0	166,095.00	0.00	41,524.00
INDIRECT EXPENSES									

	Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkind
Indirect Costs									
1	Indirect Costs								
Total Indirect Costs						0.00	0.00	0.00	0.00
TOTAL INDIRECT EXPENSES						0.00	0.00	0.00	0.00
TOTAL EXPENDITURES						207,619.00	166,095.00	0.00	41,524.00

- B3** **Attachment B3 - Equipment Inventory Schedule**
[Attachment B3 - Equipment Inventory Schedule](#)
- C** **Attachment C - Performance Report Requirements**
[Attachment C - Performance/Progress Report Requirements](#)
- E** **Attachment E - Program Requirements**
[Attachment E - Program Specific Requirements](#)

CITY OF LANSING BROWNFIELD REDEVELOPMENT AUTHORITY

BROWNFIELD PLAN #75 AMENDMENT #1

**CAPITAL CITY MARKET
LOCATED AT 636 E. MICHIGAN AVENUE AND A PORTION OF
119 S. LARCH STREET, LANSING, MICHIGAN**

September 25, 2019

Approved by BRA: October 4, 2019
Approved by City Council:

Prepared on Behalf of:

600 E. Michigan-Lansing, LLC
330 Marshall Street, Suite 100
Lansing, MI 48912
Contact Person: Ms. Tricia Walthorn, CPA
Telephone: (571) 333-4123

Prepared By:

PM Environmental, Inc.
3340 Ranger Road
Lansing, MI 48906
Contact Person: Jessica DeBone
Telephone: (616) 328-5297



TABLE OF CONTENTS

PROJECT SUMMARY	1
I. INTRODUCTION AND PURPOSE	3
II. GENERAL PROVISIONS	3
A. Description of the Eligible Property (Section 13 (2)(h)) and Project.....	3
B. Basis of Eligibility (Section 13 (2)(h) and Section 2(o)).....	6
C. Summary of Eligible Activities and Description of Costs (Sec. 13 (2)(a-b)).....	7
D. Estimate of Captured Taxable Value and Tax Increment Revenues (Sec. 13 (2)(c))	9
E. Method of Brownfield Plan Financing and Description of Advances by the Municipality (Sec. 13 (2)(d)); Maximum Amount of Note or Bonded Indebtedness (Sec. 13 (2)(e))	9
F. Duration of Brownfield Plan (Sec. 13 (2)(f)).....	10
G. Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions (Sec. 13 (2)(g))	10
H. Legal Description, Property Map, Statement of Qualifying Characteristics and Personal Property (Sec. 13 (2)(h))	11
I. Displacement/Relocation of Individuals on Eligible Property (Sec. 13 (2)(i-l)).....	11
J. Local Brownfield Revolving Fund (“LBRF”) (Sec. 13 (2)(m))	12
K. Other Material that the Authority or Governing Body Considers Pertinent (Sec. 13 (2)(n))	12

APPENDICIES

Appendix A	Legal Description
Appendix B	Property Location Boundary
Appendix C	Preliminary Site Plans and Renderings
Appendix D	Documentation of Eligibility

TABLES

Table 1: Estimated Costs of Eligible Activities
Table 2: Tax Increment Financing Capture
Table 3: Tax Increment Financing Reimbursement

PROJECT SUMMARY

Project Name:	Capital City Market
Project Location:	The property is located at <u>636 East Michigan Avenue and a portion of 119 South Larch Street</u> , in Township four north (T.4N), Range two west (R.2W), Section 16, Lansing, Ingham County Michigan 48912 (the "Property").
Type of Eligible Property:	The property is determined to be a "Facility"
Eligible Activities:	Pre-Approved Activities, Department Specific Activities, Demolition, Asbestos and Lead Activities, Infrastructure Improvements, Site Preparation, and Preparation and Implementation of a Brownfield Plan and Act 381 Work Plan.
Developer Reimbursable Costs:	\$3,778,854 Eligible Activities \$546,673 15% Contingency <u>\$6,106,645 Interest</u> \$10,432,172 Total
Years to Complete Reimbursement :	30 Years from start of capture
Estimated Capital Investment:	Total investment of \$41.5 million; approximately \$25 million in developer investment and an additional \$16.5 million by the hotel developer.
Project Overview:	The Property will be redeveloped into a four-story mixed used project consisting of an urban market, hotel and market rate residential apartments. The building will have an approximate 48,000 square foot footprint (i.e. first floor area) with just under 35,000 square feet on each of the additional floors. The anchor tenant will be an urban market operated by Meijer. Designed to create an open-air atmosphere, the market will feature garage doors that roll up to allow fresh produce to be placed on the sidewalks. In addition to fresh and frozen food options, the market will have a coffee shop, and healthy grab and go food items. It is estimated that the project will create 70 temporary construction jobs, 30 new full time and 10 part time jobs by the urban market and 9 full time and 21 part time jobs associated with the hotel. The project will act as a catalyst for future growth and investment along the Michigan Avenue corridor, having an immediate impact on surrounding property values, eliminating the neighborhood's status as a low access area (formerly referred to as food desert), and improving walkability in Lansing's downtown urban core.

Total New Taxes Generated:

Uses	Taxes Captured
Maximum Portion Captured to Reimburse Developer	\$10,432,172
Portion Captured for Lansing Brownfield Redevelopment Authority (LBRA) (Administration and LBRF)	\$796,548
Portion Captured for State Brownfield Fund	\$442,900
Total Captured	\$11,671,620
10% Passed-Through to TIFA or Taxing Units*	\$1,233,917
Total New Taxes Generated	\$12,905,537

*TIFA is currently estimated to expire in 2039

Uses of Captured Taxes:

Uses	Taxes Captured
Reimbursement to Developer for Eligible Activity Costs	\$3,778,854
Reimbursement to Developer for Contingency (15%) on Eligible Activity Costs*	\$546,673
Reimbursement to Developer for Interest on Eligible Activity Costs**	\$6,106,645
Developer Eligible Reimbursement Total	\$10,432,172
LBRA Administration Fees	\$398,274
LBRA Local Brownfield Revolving Fund (LBRF)	\$398,274
State Brownfield Fund	\$442,900
Total Captured	\$11,671,620

*15% Contingency excludes preparation of Brownfield Plan/381 Work Plan and Pre-Approved Activities

**Interest is calculated at 5%, with the exception of activities that are anticipated to be funded by the EGLE Loan at a 1.5% interest rate, with 5 years interest fee/payment free

I. INTRODUCTION AND PURPOSE

In order to promote the revitalization of environmentally distressed, historic, functionally obsolete and blighted areas within the boundaries of Lansing (the “City”), the City has established the Lansing Brownfield Redevelopment Authority (LBRA) (the “Authority”) pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, as amended (“Act 381”).

The purpose of this Brownfield Plan (the “Plan”) is to promote the redevelopment of and investment in the eligible “Brownfield Property” within the City and to facilitate financing of eligible activities at the Brownfield Property. Inclusion of Brownfield Property within any Plan in the City will facilitate financing of eligible activities at eligible properties, and will provide tax incentives to eligible taxpayers willing to invest in revitalization of eligible sites, commonly referred to as “Brownfields.” By facilitating redevelopment of the Brownfield Property, this Plan is intended to promote economic growth for the benefit of the residents of the City and all taxing units located within and benefited by the Authority.

The identification or designation of a developer or proposed use for the Brownfield Property that is subject to this Plan shall not be integral to the effectiveness or validity of this Plan. This Plan is intended to apply to the eligible property identified in this Plan and, to identify and authorize the eligible activities to be funded. Any change in the proposed developer or proposed use of the eligible property shall not necessitate an amendment to this Plan, affect the application of this Plan to the eligible property, or impair the rights available to the Authority under this Plan.

This Plan is intended to be a living document, which may be modified and/or amended as submitted by the developer and as approved by the LBRA and Lansing City Council, in accordance with and as necessary to achieve the purposes of Act 381. The applicable sections of Act 381 are noted throughout the Plan for reference purposes.

This Plan contains information required by Section 13(1) of Act 381, as amended

II. GENERAL PROVISIONS

A. Description of the Eligible Property (Section 13 (2)(h)) and Project

The Eligible Property currently consists of two (2) legal parcels and an easement. The largest parcel now identified as (33-01-01-16-428-232) was combined from twenty (20) individual parcels beginning in the 2019 tax year. These former parcels along with the additional parcel and easement are outlined in the table below and total approximately 4 acres. The parcels and all tangible personal property located thereon will comprise the eligible property and is referred to herein as the “Property.”

The Property is located on the Michigan Avenue corridor, bounded by Michigan Avenue to the north, railroad tracks to the east, Barnard Street to the south, and South Larch Street to the west.

Individual parcel and easement information is outlined below and legal descriptions are included within Appendix A and Property location maps are included in Appendix B.

Description of Former Individual Parcels <u>(now combined), Additional Parcel and Easement.</u>			
Property Address	Former Parcel ID <u>(now combined under 33-01-01-16-428-232)</u>	Acreage	Most Recent Prior Use
600 East Michigan Avenue	33-01-01-16-428-081	.379	Vacant - Former Gas Station
612-614 East Michigan Avenue	33-01-01-16-428-061	.225	Former Auto Service
622 East Michigan Avenue	33-01-01-16-428-051	.056	Vacant Former commercial
624 East Michigan Avenue	33-01-01-16-428-041	.056	Vacant Former commercial
626 East Michigan Avenue	33-01-01-16-428-031	.056	Vacant Former commercial/office
628 East Michigan Avenue	33-01-01-16-428-021	.056	Vacant Former commercial/office
117 South Larch Street	33-01-01-16-428-100	.233	Vacant Former storage/warehouse
636 East Michigan Avenue	33-01-01-16-428-002	1.821	Surface Parking
Formerly 139 South Larch Street	33-01-01-16-428-141	.126	Vacant
145 South Larch Street	33-01-01-16-428-151	.084	Vacant Former Residential
147 South Larch Street	33-01-01-16-428-161	.084	Vacant Former Residential
611 Barnard Street	33-01-01-16-428-171	.084	Vacant Former Residential
Formerly 613 Barnard Street	33-01-01-16-428-181	.117	Vacant
619 Barnard Street	33-01-01-16-428-191	.117	Vacant Former Residential
Formerly 621 Barnard Street	33-01-01-16-428-201	.117	Vacant
625 Barnard Street	33-01-01-16-428-211	.117	Vacant Former Residential
629 Barnard Street	33-01-01-16-428-221	.117	Vacant Former Residential
633 Barnard Street	33-01-01-16-428-231	.117	Vacant Garage
No Address	33-01-01-16-428-901	.044	Vacant Alleyway
Portion of 119 South Larch Street	Portion of 33-01-01-16-428-092	.063	Vacant
<u>Property Address</u>	<u>Parcel ID</u>	<u>Acreage</u>	<u>Most Recent Prior Use</u>
<u>Portion of 119 South Larch Street</u>	<u>Portion of 33-01-01-16-428-092 to be combined with 33-01-01-16-428-232</u>	<u>.05</u>	<u>Vacant</u>
<u>Portion of 119 South Larch Street (Easement)</u>	<u>Portion of 33-01-01-16-428-092</u>	<u>.01</u>	<u>Vacant</u>

600 E. Michigan-Lansing, LLC, a development entity of Gillespie Group, or any affiliate, or such other developer as approved by the Authority, are collectively the project developer (“Developer”).

Gillespie Group (“GG”) was founded by Patrick Gillespie and is led by a team of experienced professionals. GG specializes in creative urban development, revitalizing communities, and pursuing excellence in all that they do. With an eye to the future, the team takes creative risks, visualizing energetic spaces that breathe new life into city neighborhoods. The group’s diverse, statewide portfolio includes more than 1,850 residential units and over 650,000 square feet of commercial/retail space. Much of GG’s demonstrated success is in Lansing with urban renewal projects such as The Outfield, Marketplace, Lansing Brewing Company and Stadium District. Bold, innovative designs and a transformative vision for a better Michigan are at the heart of

each effort GG takes on, which is exactly the vision for the Project, referred to as Capital City Market.

The Property is currently developed with a 3,616 square foot automotive service garage building (612-614 East Michigan Avenue) constructed in 1930, four retail buildings (622-628 East Michigan Avenue) totaling 8,654 square feet constructed in 1900, a warehouse building (117 South Larch Street) totaling 5,520 square feet constructed in 1946, six residential dwellings (145-147 South Larch Street and 611-629 Barnard Street) totaling 9,720 square feet constructed between 1884 and 1916, and a garage building (633 Barnard Street) totaling 960 square feet constructed in 1983 and is in area characterized by commercial and residential uses. The property is currently zoned G1: General Commercial and permits the proposed future use.

The northeastern portion of the Property (identified as 636 East Michigan Avenue) was occupied by lumber storage for Hall Lumber Company from at least 1892 to 1898. By 1950, a larger office building, occupied by Lewis Fuel Oil Company was constructed. The Lewis Fuel Oil office building was demolished between 1994 and 1997, and this portion of the Property has been occupied by a surface parking lot since that time.

The first north-central portion of the Property is currently occupied by four storefront buildings (identified as 622-628 East Michigan Avenue). The two eastern buildings were constructed prior to 1892. The two western storefront buildings were constructed between 1906 and 1913. A majority of the former occupants have included various retail, medical, and professional office tenants, with the exception of 622 and 624 East Michigan Avenue. The storefront buildings, identified as 622 East Michigan Avenue and 624 East Michigan Avenue, were occupied by a radiator shop from at least 1935 to 1959 and a glassworks shop from at least 1945 to 1964, respectively.

The second north-central portion of the Property is occupied by an automotive service building (identified as 612-614 East Michigan Avenue), which was constructed by 1930 as a gasoline service station. Gasoline dispensing operations ceased in approximately the mid-1950s and the Property has been occupied by an automotive service business since the early 1960s. Three orphan gasoline underground storage tanks (USTs) with capacities between 1,000 and 1,500 gallons are present on the 612-614 East Michigan Avenue parcel of the Property.

The northwestern parcel of the Property (formerly identified as 600 East Michigan Avenue) is currently a vacant lot with four (4) USTs that are not currently in use. An auto sales and service building was constructed in the south-central portion by 1950 and was demolished by the early 1970s. A former convenience store building associated with a retail gasoline station was constructed in the early 1970s, with a car wash building constructed in 1995. All of the former buildings were demolished in 2012 and the property has been vacant since that time.

The central portion of the Property (identified as 636 East Michigan Avenue) was occupied by Hall Lumber Company, Michigan Implement & Transfer Company and Butler-Langevin Lumber Company, from at least 1892 to 1988 with lumber and coal storage and planning, sash and door manufacturing and occupied by agricultural implements and engines and/or threshers. The current building located at 117 South Larch Street was constructed in 1946 and was utilized as storage in at least 1951 and boat storage and repair in at least 1966. All of the former buildings (with the exception of the current building) were demolished by 1950 and the property was occupied by Lewis Fuel Oil Company from at least 1940 until the early 1990s with

operations consisting of bulk petroleum and coal distribution. A garage building, with truck service operations was constructed by 1951 and demolished between 1997 and 1998. Six coal silos were present on the northeastern portion from 1950 until 1973 and various petroleum above ground storage tanks (ASTs) were present on the southern portion from 1950 to 1994. All of the former buildings were demolished (except the current building) were demolished between 1994 and 1997, and the Property has been vacant land and/or a surface parking lot since that time.

The southern portion of the Property (identified as 145-147 South Larch Street and 601-637 Barnard Street) is currently and has historically been occupied by various residential dwellings.

The Property will be redeveloped with a four-story, mixed-used project consisting of an urban market, hotel and market rate residential apartments. This will include consolidation of all of the parcels comprising the Property into a single parcel and demolition of all existing structures and improvements. The building will have an approximate 48,000 square foot footprint (i.e. first floor area) with just under 35,000 square feet on each of the additional floors. The anchor tenant will be an urban market that will have an open-air atmosphere featuring a coffee shop, fresh and frozen produce and healthy grab and go options. The building will be positioned along Michigan Avenue with open air garage doors along a portion of the market, which will assist in further activating the sidewalks.

The remainder of the ground floor, on the eastern portion of the property will include lobby and amenity space for a hotel who will fly a nationally-ranked flag. The hotel's amenities will include a conference room/meeting space, lounge and restaurant. The stories above will include approximately 120-125 guest rooms.

On the western portion of the property, occupying the second through fourth floors, will be approximately 36 market-rate residential apartment units. The units are anticipated to consist primarily of studios (12) and 1-bedroom units (21) with three (3) 2-bedroom units.

The remainder of the Property (i.e., south and east of the mixed-use building) will consist of ample parking for the proposed residents and businesses with landscape features and trees throughout.

Demolition and site preparation activities are expected to begin early 2019, with completion of the urban market tenant in the fall of 2020 and the remainder of the development complete by December 2020. GG will invest an estimated \$25 million in the development with an additional \$16.5 million invested by the hotel. It is estimated that the project will create approximately 70 temporary construction jobs, 30 new full time jobs and 10 part time jobs by the urban market tenant and 30 new jobs associated with the hotel.

Preliminary site plans and renderings are included in Appendix C.

B. Basis of Eligibility (Section 13 (2)(h) and Section 2(o))

The Property is considered "eligible property" as defined by Act 381, Section 2 because (a) the Property was previously utilized or is currently utilized for a commercial use; (b) it is located within the City of Lansing, a qualified local governmental unit under Act 381; and (c) the Property is determined to be a "facility," "property" and a "site."

The parcel formerly identified as 600 East Michigan Avenue is listed with the Department of Environment, Great Lakes and Energy (EGLE) as a closed Leaking Underground Storage Tank (LUST) site associated with three historical releases reported between 1990 and 1999. Regulatory closure was achieved for those releases between 1996 and 2000. However, residual gasoline contamination remains on the parcel.

The parcel formerly identified as 612-614 East Michigan Avenue is listed as an open LUST site due to a release of gasoline reported in December 2017 associated with three orphan USTs identified at that parcel. The 636 East Michigan Avenue parcel of the Property is also listed as an open LUST site, with three open releases of gasoline, used oil, and/or heating oil, which were reported between January and March of 1995.

Subsurface investigation activities conducted between 1995 and 2017 documented the presence of soil and groundwater contamination exceeding Part 201 Generic Cleanup Criteria (GCC) and Part 213 Risk-Based Screening Levels (RBSLs) on the following parcels of the Property: 600 East Michigan Avenue, 612-614 East Michigan Avenue, 636 East Michigan Avenue, and 117 South Larch Street.

The identified contaminants included various volatile organic compounds (VOCs), polynuclear aromatic compounds (PNAs) and metals, which exceed the Part 201/213 Residential and Nonresidential Drinking Water/Drinking Water Protection (DW/DWP), Groundwater Surface Water Interface/Groundwater Surface Water Interface Protection (GSI/GSIP), and Direct Contact (DC) GCC/RBSLs, and the EGLE Residential and Nonresidential Recommended Interim Action Screening Levels (RIASLs) for vapor intrusion.

Soil gas samples collected from the 600 East Michigan Avenue parcel of the Property in 2013 also identified gasoline VOC concentrations exceeding the EGLE Residential and Nonresidential RIASLs.

Based upon documented exceedances of the Part 201 GCC, Part 213 RBSLs, and EGLE RIASLs, and its status as an open LUST site, the Property is a facility as defined under Part 201, and a property and a site as defined under Part 213.

600 E. Michigan-Lansing, LLC conducted a Baseline Environmental Assessment for the Property, dated March 22, 2018, which was submitted to the Michigan Department of Environmental Quality (EGLE) to obtain liability protections for existing contamination at the time of purchase from the State of Michigan. Therefore, 600 E. Michigan-Lansing, LLC is not liable for existing contamination at the time of purchase.

Additional documentation and description of the Property's eligibility is provided in Appendix D.

C. Summary of Eligible Activities and Description of Costs (Sec. 13 (2)(a-b))

The "eligible activities" that are intended to be carried out at the Property are considered "eligible activities" as defined by Section 2 of Act 381 and as permitted under the Brownfield Redevelopment Financing Act that include: Pre-Approved Activities, Department Specific Activities, Demolition, Asbestos Activities, Infrastructure Improvements, Site Preparation and preparation and implementation of a Brownfield Plan and Act 381 Work Plan. A complete itemization of these activities and associated expenses is included in Table 1. Letters inclusive

of a greenfield analysis for urban storm water management costs and special foundations are included as Appendices E and F.

The following eligible activities and budgeted costs are intended as part of the development. All activities are intended to be “Eligible Activities” under the Brownfield Redevelopment Financing Act. The Authority is not obligated to reimburse any eligible activities conducted after July 1, 2021.

Eligible Activities	Total Estimated Costs	MSF Act 381 Eligible Activities	EGLE Act 381 Eligible Activities
Pre-Approved Activities	\$74,365		\$74,365
Department Specific Activities	\$686,750		\$686,750
Demolition Activities	\$60,500		\$60,500
Asbestos Activities	\$100,000		\$100,000
Infrastructure Improvements	\$1,027,739	\$1,027,739	
Site Preparation	\$1,769,500	\$1,769,500	
Brownfield/Work Plan Preparation	\$30,000	\$15,000	\$15,000
Brownfield/Work Plan Implementation	\$30,000	\$15,000	\$15,000
Subtotal	\$3,778,854	\$2,827,239	\$951,615
15% Contingency*	\$546,673	\$419,586	\$127,088
Subtotal with Contingency	\$4,325,527	\$3,246,825	\$1,078,703
Interest**	\$6,106,645	\$5,050,885	\$1,055,760
Subtotal with Contingency and Interest	\$10,432,172	\$8,297,710	\$2,134,462

* 15% contingency excludes the cost of Pre-Approved activities and preparation of the Brownfield Plan and Act 381 Work Plan

**Interest is calculated at 5% with the exception of activities that are anticipated to be funded by the EGLE Loan at a 1.5% interest rate, with 5 years interest fee/payment free

Administrative Activities	
LBRA Admin Fee (5% Annually)	\$398,574
LBRA (5% Annually)	\$398,574
State Brownfield Fund	\$442,900
Sub-Total	\$1,239,448
10% Pass Through	\$1,233,917
Total	\$2,473,365

Eligible activities will be financed by 600 E. Michigan-Lansing, LLC using any or all of: (i) conventional financing, (ii) tax increment revenue bonds (the “Bonds”) permitted under Section 17 of Act 381 and issued by the LBRA, (iii) an EGLE Grant and/or Loan which will be funded to the LBRA to pay the cost of certain of the eligible activities and (iv) a direct loan from the LBRA to pay the cost of certain eligible activities. The Developer will be reimbursed for eligible costs as described in Section C and outlined in Table 1. Costs for Eligible Activities funded by 600 E. Michigan-Lansing, LLC or the Bonds and the EGLE Loan will be repaid under the Michigan Brownfield Redevelopment Financing Program (Michigan Public Act 381, as amended) with incremental taxes generated by the Project. Tax increment revenues (“TIR”) generated by the Project will be captured by the LBRA and used either to reimburse the cost of the eligible activities as approved under this Plan and associated Reimbursement Agreement,

EGLE Loan Agreement, and Development Agreement relating to the Project, or to pay debt service on the Bonds pursuant to a bond indenture. The Developer may also be reimbursed for eligible activities not financed by the EGLE Loan, the conventional financing, or the Bonds with TIR subject to the terms of the EGLE Loan Agreement, the Reimbursement Agreement, and/or a bond indenture.

Payments will be made to the full extent incremental property tax revenues are or become available for such purposes under Act 381. The costs listed in the table referenced above are estimated costs and may increase or decrease depending on the nature and extent of environmental contamination and other conditions encountered on the Property. In addition, the interest cost referenced above is an estimate and may increase or decrease depending on the actual incurred eligible activity costs and financing costs.

However, in no event shall the total reimbursed costs for eligible activities, contingency and interest exceed \$10,432,172 unless amended and approved by the LBRA and Lansing City Council.

D. Estimate of Captured Taxable Value and Tax Increment Revenues (Sec. 13 (2)(c))

Incremental taxes on real property will be captured under this Plan to reimburse eligible activity expenses. The base taxable value of the Property shall be determined by the use of the 2018 tax year tax values, which is \$517,438. Tax increment revenue capture will begin when tax increment is generated by redevelopment of the Property, which is expected to begin in 2021 or when full redevelopment is completed whichever occurs first. The estimated taxable value of the completed development is \$5,685,236. An annual increase in taxable value of 1% has been used for calculation of future tax increments in this Plan. Tables 2 and 3 detail the estimate of captured tax increment revenues for each year of the Plan from the Property.

TIR will also be used to pay or reimburse administrative expenses and the Local Brownfield Revolving Fund (LBRF) first, as outlined in the attached tables. In the event that the use of school tax revenues is not approved by the EGLE or MSF, as applicable, TIR will consist of local-only taxes (to the extent available).

E. Method of Brownfield Plan Financing and Description of Advances by the Municipality (Sec. 13 (2)(d)); Maximum Amount of Note or Bonded Indebtedness (Sec. 13 (2)(e))

It is anticipated that specific eligible activities will be financed by 600 E. Michigan-Lansing, LLC using conventional financing or any one or more of the issuance of Bonds permitted under Section 17 of Act 381 and issued by the LBRA, an EGLE Grant and/or Loan, which will be funded to the LBRA to pay the cost of certain eligible activities, and an LBRA Loan to pay the cost of certain eligible activities. TIR generated by the Property will be captured by the LBRA and used to pay or reimburse the costs of the eligible activities as approved under this Plan and associated Reimbursement Agreement, LBRA Loan Agreement, EGLE Loan Agreement, Development Agreement and Bond Indenture. The Developer may also be reimbursed for eligible activities not financed by the EGLE Loan, the LBRA Loan, the conventional financing, or the Bonds with TIR, subject to the terms of the EGLE Loan Agreement, the LBRA Loan Agreement, the Reimbursement Agreement, and/or the bond indenture.

F. Duration of Brownfield Plan (Sec. 13 (2)(f))

In no event shall the duration of the Plan, exceed 35 years following the date of the resolution approving the Plan, nor shall the duration of the tax capture exceed the lesser of the period authorized under subsection (4) and (5) of Section 13 of Act 381 or 30 years. Further, in no event shall the beginning date of the capture of tax increment revenues be later than five years after the date of the resolution approving the Plan. The Property will become part of this Plan on the date this Plan is approved by the Lansing City Council.

G. Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions (Sec. 13 (2)(g))

Tables 2 and 3 attached to this Plan provide the estimated TIR to be generated and captured under this Plan, for an estimated period of 30 years.

The total estimated cost of the eligible actives, contingency, interest, administrative fees, LBRF and State Brownfield Fund to be reimbursed or captured through use of TIR is projected to be up to 11,671,620. However, based on the projected available TIR, reimbursement of the entirety of interest is not anticipated at this time. Taxes will continue to be generated to the City's tax increment finance authority (TIFA) or taxing jurisdictions on local and school captured millages at the base taxable value of \$517,438 throughout the duration of this Plan totaling approximately \$1,126,505 or \$37,550 annually. The TIFA is currently estimated to expire in 2039.

Non-capturable millages, will see an immediate increase in new taxes generated following redevelopment and will provide new tax revenue of approximately \$885,673 throughout the duration of this Plan.

Ten percent of newly generated taxes will be captured for the TIFA or taxing jurisdictions on local and state school captured millages throughout the duration of this Plan totaling approximately \$1,233,917.

A summary of the estimated impact to taxing jurisdictions for the life of the Plan is summarized below.

[Remainder of page intentionally left blank]

Millage	Rate	Amount Captured (Eligible Activities, LBRA LBRF, LBRA Admin. Fee, State BF Fund)	Taxes Preserved for the TIFA	New Taxes Passed through to TIFA
State Education Tax (SET)	6.0000	\$984,081	\$93,139	\$109,342
School Operating Tax	18.0000	\$2,952,242	\$279,417	\$328,027
Subtotal	24.0000	\$3,936,323	\$372,555	\$437,369
Lansing Oper	19.4400	\$3,188,422	\$301,770	\$354,269
Lans Com College	3.8072	\$624,432	\$59,100	\$69,381
Ingham Intermed	4.7062	\$771,880	\$73,055	\$85,764
Ingham Cnty Sum	6.8000	\$1,115,292	\$105,557	\$123,921
Ingham County	3.2800	\$537,964	\$50,916	\$59,774
Airport Auth	0.6990	\$114,645	\$10,851	\$12,738
CATA	3.0070	\$493,188	\$46,678	\$54,799
CADL-Library	1.5600	\$255,861	\$24,216	\$28,429
Zoo Millage	0.4100	\$67,246	\$6,364	\$7,472
Subtotal	43.7094	\$7,168,930	\$678,507	\$796,548
Total Capturable Millages	67.7094	\$11,105,253	\$1,051,062	\$1,233,917
Non-Capturable Millages	Rate	New Taxes Generated	Taxes Preserved for Taxing Unit	New Taxes Generated
Lansing Debt	0.2600	\$47,382	\$4,036	NA
Lansing Sch Debt	4.6000	\$838,291	\$71,406	NA
Total Non-Capturable Millages	4.8600	\$885,673	\$75,442	

H. Legal Description, Property Map, Statement of Qualifying Characteristics and Personal Property (Sec. 13 (2)(h))

The legal description of the Property included in this Plan is attached in Appendix A.

Property location maps are included in Appendix B.

Documentation of characteristics that qualify the Property as eligible property is provided in Appendix D.

Personal property may be included as part of the eligible property to the extent that it is taxable personal property.

I. Displacement/Relocation of Individuals on Eligible Property (Sec. 13 (2)(i-l))

No displacement of businesses or residents is expected as part of this project. All parcels were vacant of businesses or residents prior to acquisition with the exception of one business, which relocated in July of 2018 and one residence whose lease expires prior to the anticipated approval timeline of the Plan. The existing residential lease ended and all properties were vacant by August 31, 2018, prior to approval of this Plan. An additional lease for surface parking exists on the property, however, the lease will end November 14, 2018. The property

will continue to be rented on a month to month basis through April 1, 2019 as a courtesy. Therefore no displacement or relocation will occur on the Property. Compliance with all relocation requirements of Act 381 and the standards and provisions of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, Public Law 91-646 will be kept.

J. Local Brownfield Revolving Fund (“LBRF”) (Sec. 13 (2)(m))

The LBRA has established a Local Brownfield Revolving Fund (LBRF). Capture for the LBRF is included in this plan on an annual basis totaling 5% of the annual available local TIR, and is currently estimated to total \$398,274. The funds deposited into the LBRF as part of this Plan will be used in accordance with the requirements of Act 381, as amended.

K. Other Material that the Authority or Governing Body Considers Pertinent (Sec. 13 (2)(n))

The Lansing Brownfield Redevelopment Authority and the City Council as the Governing Body, in accordance with Act 381, may amend this Plan in order to fund additional eligible activities associated with the Project described herein. The Property is located within a Lansing Tax Increment Finance Authority (TIFA) district and therefore an interlocal agreement will be required to be approved and executed as part of this project.

This project is a high priority for the City of Lansing, which will be transformational for the Michigan Avenue corridor and surrounding residents. Those living in and near the downtown will have access to affordable, healthy food within walking distance, while nearby properties will see an increase in property value. The development will increase both daytime and evening foot traffic, extending spending in nearby local businesses. Significant blight conditions will be eliminated and environmental conditions will be reduced and mitigated to prevent exposures. Overall the project will attract new residents and business into the downtown and catalyze future growth and investment.

Appendix A

PLOT PLAN

For:
Gillespie Group
600 E. Michigan—Lansing, LLC
330 Marshall Street
Lansing, MI 48912

Survey Address:
600 Michigan Avenue
Lansing, MI 48912

Legal Description: A parcel of land in Block 242, Original Plat, City of Lansing, Ingham County, Michigan, as recorded in Liber 2 of Plats, Page 36, Ingham County Records, Connard's Subdivision on Lot 1, Block 242, Original Plat, City of Lansing, Ingham County, Michigan, as recorded in Liber 1 of Plats, Page 31, Ingham County Records, and in Barnard's Subdivision on Lots 2, 3 and 4, Block 242, Original Plat, City of Lansing, Ingham County, Michigan, as recorded in Liber 1 of Plats, Page 32, Ingham County Records, the surveyed boundary of said parcel described as: Beginning at the Northwest corner of said Connard's Subdivision; thence S89°25'55"E along the North line of said Connard's Subdivision 425.18 feet (recorded as 425.04 feet) to the Northeast corner of said Connard's Subdivision; thence S00°06'32"W along the East line of said Connard's Subdivision, the East line of said Block 242, and the East line of said Barnard's Subdivision 521.16 feet to the Southeast corner of Block 1, said Barnard's Subdivision; thence N89°29'27"W along the South line of said Block 1 a distance of 429.20 feet (recorded as 429.00 feet) to the Southwest corner of said Block 1; thence N00°33'03"E along the West line of said Barnard's Subdivision 121.50 feet to the Northwest corner of Block 1 of said Barnard's Subdivision; thence S89°28'38"E along the North line of said Block 1 of Barnard's Subdivision 135.00 feet to the East line of the West 135 feet of Lot 2, said Block 242; thence N00°33'02"E along said East line 78.23 feet to the South line of the North 8 feet of said Lot 2, Block 242; thence S89°18'57"E along said South line 30.00 feet to the Southerly extension of the East line of Lot 23, said Connard's Subdivision; thence N00°33'03"E along said Southerly extension of the East line of said Lot 23 and the East line of Lots 23, 22, 21, and 20, said Connard's Subdivision 179.36 feet to the South line of the North 16.50 feet of said Lot 20; thence N89°26'46"W along said South line 165.00 feet to the West line of said Connard's Subdivision; thence N00°33'03"E along said West line 142.49 feet to the point of beginning; said parcel containing 4.19 acres more or less; said parcel subject to all easements and restrictions if any.



KESB, INC.

KYES ENGINEERING
BRYAN LAND SURVEYS

2116 HASLETT ROAD, HASLETT, MI 48840
PH. 517-339-1014 FAX. 517-339-8047

13432 PRESTON DRIVE, MARSHALL, MI 49068
PH. 269-781-9800 FAX. 269-781-9805

DRAWN BY KDB

SECTION 16, T4N, R2W

FIELD WORK BY ---

JOB NUMBER:

SHEET 2 OF 2

92950.BND-PLT

PLOT PLAN

For:
Gillespie Group
600 E. Michigan—Lansing, LLC
330 Marshall Street
Lansing, MI 48912

Survey Address:
636 E. Michigan Avenue
Lansing, MI 48912

Proposed Legal Descriptions:

Parcel 636 E. Michigan Avenue: A parcel of land in Block 242, Original Plat, City of Lansing, Ingham County, Michigan, as recorded in Liber 2 of Plats, Page 36, Ingham County Records, Connard's Subdivision on Lot 1, Block 242, Original Plat, City of Lansing, Ingham County, Michigan, as recorded in Liber 1 of Plats, Page 31, Ingham County Records, and in Barnard's Subdivision on Lots 2, 3 and 4, Block 242, Original Plat, City of Lansing, Ingham County, Michigan, as recorded in Liber 1 of Plats, Page 32, Ingham County Records, the surveyed boundary of said parcel described as: Beginning at the Northwest corner of said Connard's Subdivision; thence S89°25'55"E along the North line of said Connard's Subdivision 425.18 feet (recorded as 425.04 feet) to the Northeast corner of said Connard's Subdivision; thence S00°06'32"W along the East line of said Connard's Subdivision, the East line of said Block 242, and the East line of said Barnard's Subdivision 521.16 feet to the Southeast corner of Block 1, said Barnard's Subdivision; thence N89°29'27"W along the South line of said Block 1 a distance of 429.20 feet (recorded as 429.00 feet) to the Southwest corner of said Block 1; thence N00°33'03"E along the West line of said Barnard's Subdivision 121.50 feet to the Northwest corner of Block 1 of said Barnard's Subdivision; thence S89°28'38"E along the North line of said Block 1 of Barnard's Subdivision 135.00 feet to the East line of the West 135 feet of said Lot 2, Block 242; thence N00°33'03"E along said East line 78.23 feet to the South line of the North 8 feet of said Lot 2, Block 242; thence S89°18'57"E along said South line 30.00 feet to the Southerly extension of the East line of Lot 23, said Connard's Subdivision; thence N00°33'03"E along said Southerly extension of the East line of said Lot 23 and the East line of Lots 23, 22, 21, and 20, said Connard's Subdivision 155.45 feet; thence N54°22'13"W 13.08 feet; thence N89°27'25"W 4.35 feet; thence N00°29'31"E 3.08 feet; thence N89°27'25"W 149.95 feet to the West line of said Connard's Subdivision; thence N00°33'03"E along said West line 155.83 feet to the point of beginning; said parcel containing 4.24 acres, more or less, said parcel subject to all easements and restrictions, if any.

Parcel 119 S. Larch Street: Lots 20, 21 & 22, except the North 16.5 feet of Lot 20, Connard's Subdivision on Lot 1, Block 242, Original Plat, City of Lansing, Ingham County, Michigan, as recorded in Liber 1 of Plats, Page 31, Ingham County Records, also except a parcel of land being part of Lot 20, Connard's Subdivision on Lot 1, Block 242, Original Plat, City of Lansing, Ingham County, Michigan, as recorded in Liber 1 of Plats, Page 31, Ingham County Records, the boundary of said parcel described as: Commencing at the Northwest corner of said Connard's Subdivision; thence S00°33'03"W along the West line of said Connard's Subdivision 142.49 feet to a point 16.5 feet South of the Northwest corner of said Lot 20 and the point of beginning of this description; thence S89°26'46"E parallel with the North line of said Lot 20 a distance of 165.00 feet to the East line of said Lot 20; thence S00°33'03"W along said East line 23.91 feet; thence N54°22'13"W 13.08 feet; thence N89°27'25"W 4.35 feet; thence N00°29'31"E 3.08 feet; thence N89°27'25"W 149.95 feet to the West line of said Connard's Subdivision; thence N00°33'03"E along said West line 13.34 feet to the point of beginning; said parcel containing 0.44 acre, more or less; said parcel subject to all easements and restrictions, if any.

All bearings are derived from Michigan State Plane South Zone grid bearings obtained from GPS observations using corrections obtained from the Lansing C.O.R.S.



KEBS, INC.

**KYES ENGINEERING
BRYAN LAND SURVEYS**

2116 HASLETT ROAD, HASLETT, MI 48840
PH. 517-339-1014 FAX. 517-339-8047

13432 PRESTON DRIVE, MARSHALL, MI 49068
PH. 269-781-9800 FAX. 269-781-9805

DRAWN BY KDB

SECTION 16, T4N, R2W

FIELD WORK BY ---

JOB NUMBER:

SHEET 4 OF 5

92950.PLT-2


ERICK R. FRIESTROM
PROFESSIONAL SURVEYOR

08/02/19
DATE
NO. 53497

Appendix B

PLOT PLAN

PROPOSED CONFIGURATION

For:
Gillespie Group
600 E. Michigan-Lansing, LLC
330 Marshall Street
Lansing, MI 48912

Survey Address:
636 E. Michigan Avenue
Lansing, MI 48912

NOTES:

1. A LOT SURVEY IS REQUIRED FOR THE EXACT LOCATION OF FENCE AND PROPERTY LINES.
2. ALL EASEMENTS MAY NOT BE SHOWN.
3. ALL IMPROVEMENTS NOT SHOWN.

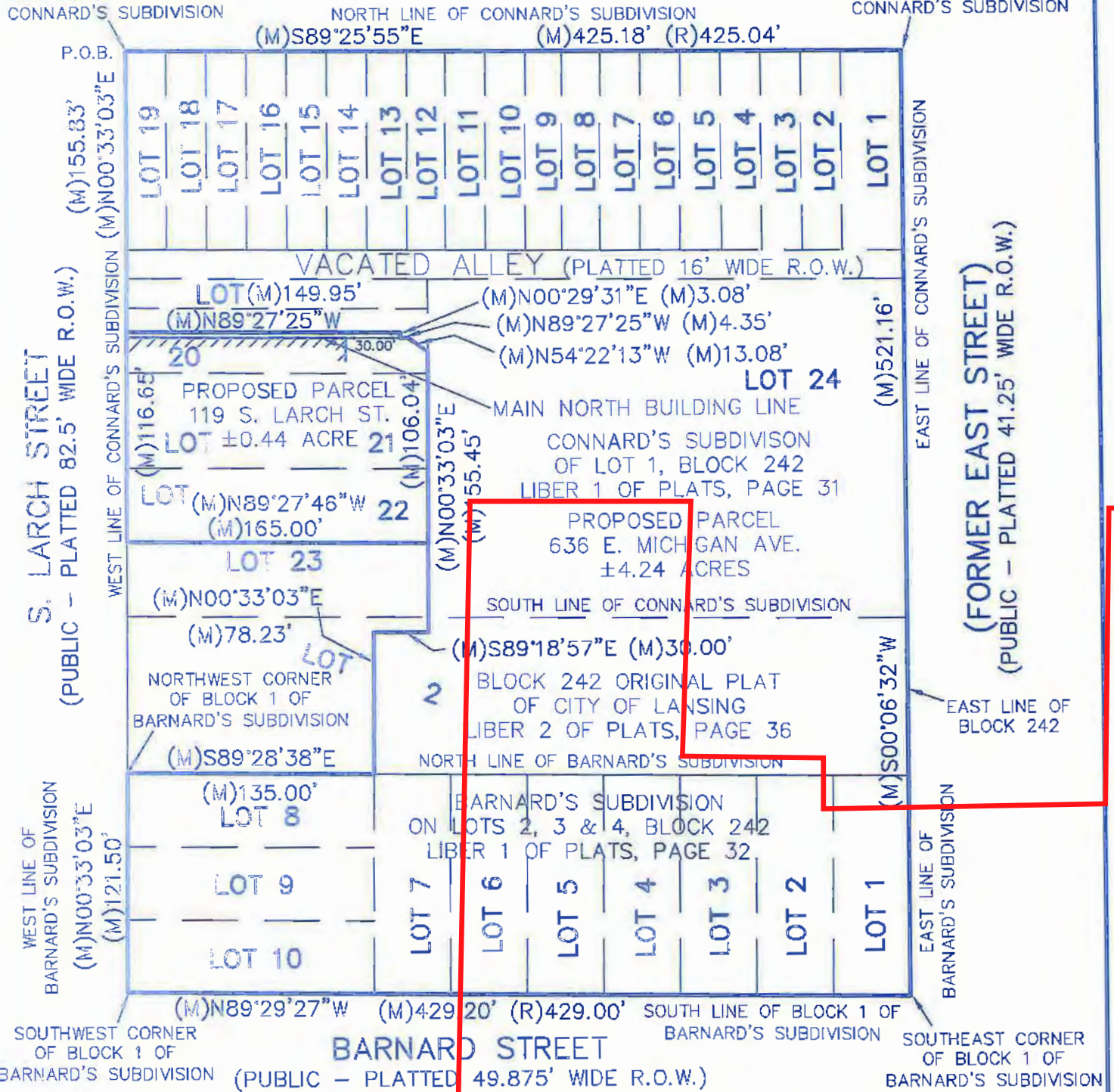


1" = 80'

E. MICHIGAN AVENUE
(PUBLIC - PLATTED 115.5' WIDE R.O.W.)

NORTHWEST CORNER OF
CONNARD'S SUBDIVISION

NORTHEAST CORNER OF
CONNARD'S SUBDIVISION



This plan was made at the direction of the parties hereon and intended solely for their immediate use and no survey has been made and no property lines were monumented, all easements recorded or unrecorded may not be shown, unless specifically noted, and no dimensions are intended for use in establishing property lines.

- R = Recorded Distance
- = Deed Line
- - - = Distance Not to Scale
- ▨ = Deck, Porch, Sidewalk, & Patio Areas



KEBS, INC. KYES ENGINEERING
BRYAN LAND SURVEYS

2116 HASLETT ROAD, HASLETT, MI 48840
PH. 517-330-1014 FAX 517-330-8047

13432 PRESTON DRIVE, MARSHALL, MI 49068
PH. 269-781-9800 FAX. 269-781-9805

DRAWN BY KDB

SECTION 16, T4N, R2W

FIELD WORK BY ---

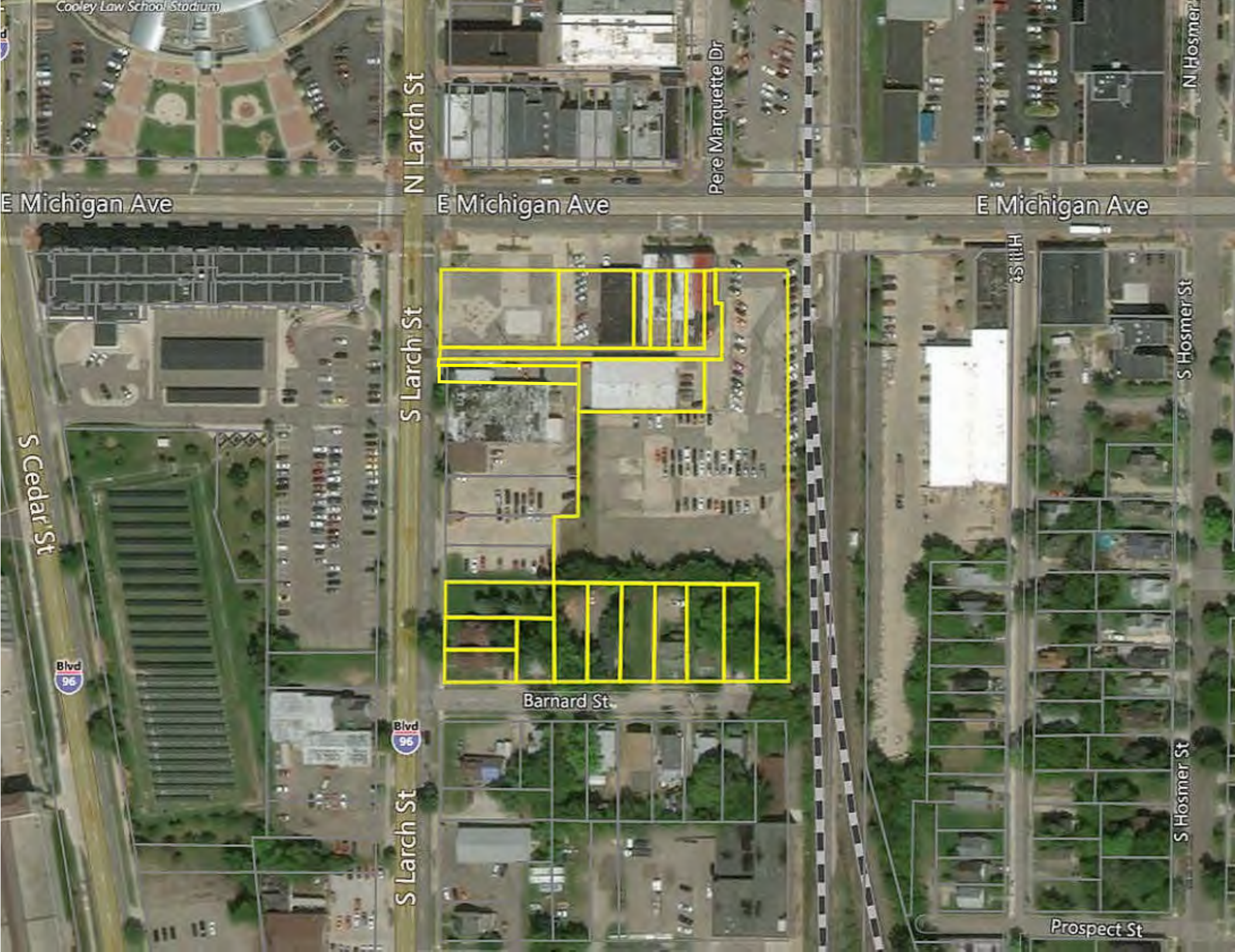
JOB NUMBER:

SHEET 2 OF 5

92950.PLT-2

ERICK R. FRIESTROM DATE
PROFESSIONAL SURVEYOR NO. 53497

E. R. Friestrom 08/02/19



Cooley Law School Stadium

E Michigan Ave

N Larch St

E Michigan Ave

Pere Marquette Dr

E Michigan Ave

N Hosmer St

S Cedar St

Bldg 96

S Larch St

Bldg 96

S Larch St

Barnard St

Hill St

S Hosmer St

S Hosmer St

Prospect St

Appendix C













SPECIFICATIONS

SANITARY SEWERS

1. All sanitary sewer construction shall comply with the Construction Standards of City of Lansing and shall be subject to the inspection and approval of the City.
2. All sanitary sewermain piping shall be PVC SDR 26.
3. All pipe to be laid with the aid of laser equipment.
4. All sanitary sewer manholes shall be in accordance with Construction Standards of the City of Lansing with Neenah R-1763 or E.J.W. 1620 solid self sealing cover.
5. Trench width shall be maintained to a point at least 12" above the top of the pipe to ensure bedding conditions.
6. All sanitary leads shall be 6" PVC SDR 23.5 installed at minimum slope of 1%.
7. A sewer permit shall be obtained from the Public Service Department, 7th floor City Hall, by a drain layer licensed by the city
8. All sewer work shall be performed by a drain layer licensed by the City. Prior to working on sidewalk, curb and gutter, or drive approaches within the right of way the owner or contractor shall obtain a permit from the Public Service Department, 7th floor City Hall.
9. All sanitary sewer leads to be constructed with clean-outs.

STORM SEWER

1. All storm sewer construction shall comply with the requirements of the City of Lansing and shall be subject to their inspection and approval.
2. All storm sewer 10" and smaller shall be PVC SCH 40, PVC SDR 23, 5, or C-700 ES.
3. All storm sewer pipe 12" and larger shall be C-76, Class III reinforced concrete pipe.
4. All storm sewer joints shall be wrapped with Mirafix Geotextile 140N or equal. No joint mastic shall be used. Fabric shall be 18" wide, overlapped by not less than 6" and held in place by duct taping the overlap and/or equal holding material, until backfilled. 0" ring rubbers on PVC pipe shall be removed and wrapped as indicated above.
5. All pipe to be laid with the aid of laser equipment.
6. All storm sewer manholes and catch basins shall be in accordance with the City of Lansing and shall be subject with Neenah R-1784 or E.J.I.W. 1060-B covers for manholes. E.J.I.W. 7045 or Neenah R-3031-A for Standard curb inlets, E.J.I.W. 7065 or Neenah R-3034-B for rolled curb inlets, E.J.I.W. 6508 or Neenah R-4340-A for Beehive Grate or castings as indicated on the plans.
7. All catch basins and yard drains shall have a three foot deep sump.

WATER SYSTEM

1. All water system construction shall comply with the Construction Standards of the Lansing Board of Water and Light.

BENCHMARKS

- BENCHMARK #1 ELEV. = 848.06 (NAVD88)
CHISELED "X" IN SOUTHEAST FLANGE BOLT, UNDER "W" IN "EJW", FIRE HYDRANT, SOUTHEAST QUADRANT OF LARCH STREET AND MICHIGAN AVENUE.
- BENCHMARK #2 ELEV. = 844.33 (NAVD88)
CHISELED "X" IN EAST BOLT OF LIGHT POLE, 110' SOUTH OF SOUTH LINE OF #119 S. LARCH STREET AND 27' EAST OF EAST BACK OF CURB OF S. LARCH STREET.
- BENCHMARK #3 ELEV. = 848.13 (NAVD88)
CHISELED "X" IN SOUTHEAST FLANGE BOLT, UNDER "E" IN "EJW", FIRE HYDRANT, 27' EAST OF EAST BUILDING LINE OF #628 E. MICHIGAN AVENUE AND 3' SOUTH OF SOUTH CURB LINE OF E. MICHIGAN AVENUE.
- BENCHMARK #4 ELEV. = 850.66 (NAVD88)
NAIL IN WEST SIDE UTILITY POLE, ±85' SOUTH OF BUS SHELTER, ±350' SOUTH OF THE CENTERLINE OF MICHIGAN AVENUE, AND ±465' EAST OF CENTERLINE OF LARCH STREET.

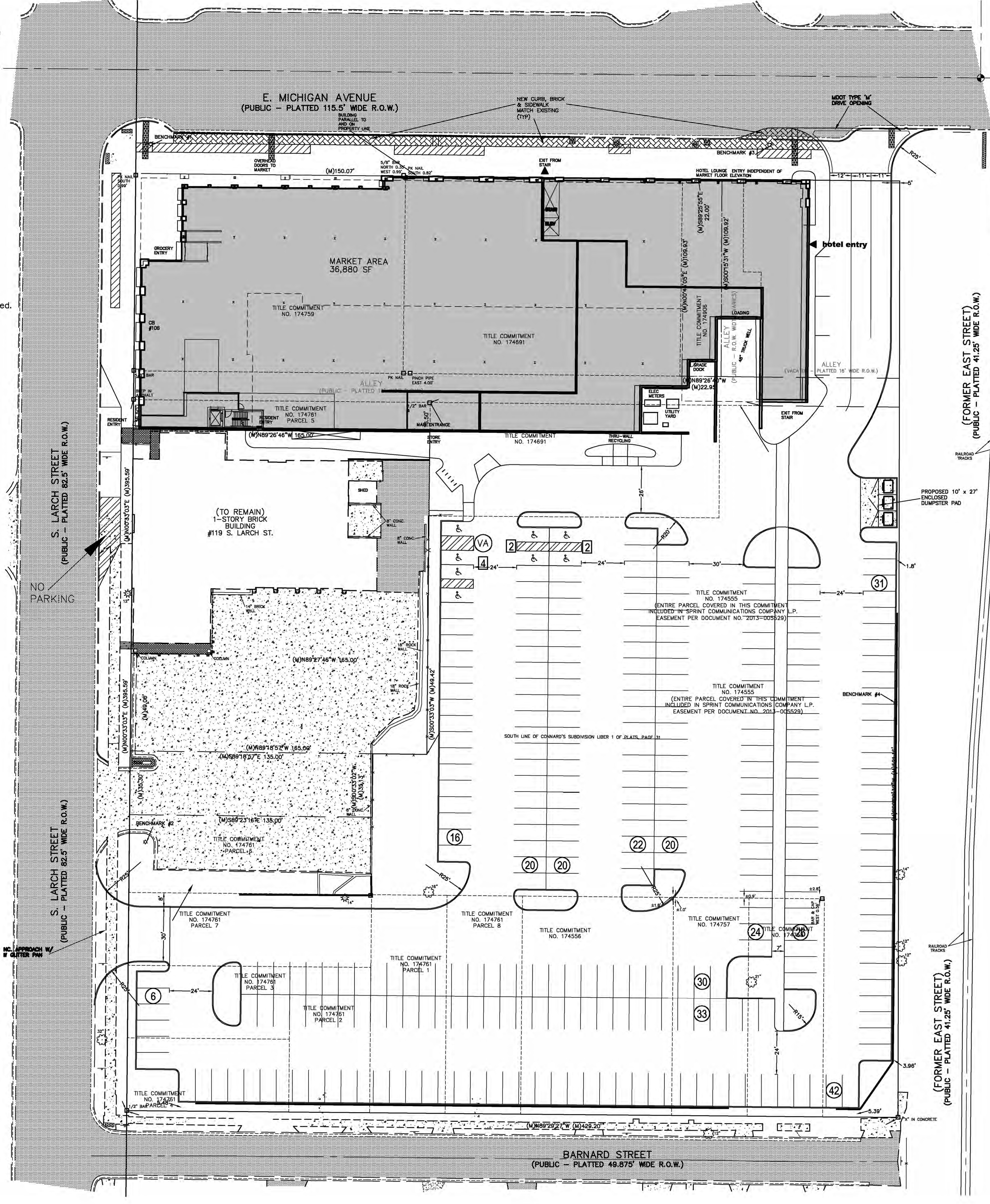


EX. LEGEND

- = SET 1/2" BAR WITH CAP
- = FOUND IRON AS NOTED
- = DEED LINE
- = DISTANCE NOT TO SCALE
- = FENCE
- = ASPHALT
- = CONCRETE
- = GRAVEL
- = STEEL PLATE
- = ADA PLATE
- = PORCH/DECK/STAIRS
- = BRICK
- = BUILDING OVERHANG
- ⊙ = ELECTRIC MANHOLE
- ⊙ = TELEPHONE MANHOLE
- = DECIDUOUS TREE
- = CONIFEROUS TREE
- = AIR CONDITIONING UNIT
- = PARKING METER
- = SIGN
- = POST/BOLLARD

LEWL NOTES:

1. MAINTAIN A MINIMUM OF 10 FT HORIZONTAL AND 18 INCHES OF VERTICAL SEPARATION BETWEEN WATER AND SEWERS, AND A MINIMUM OF 5 FT HORIZONTAL AND 12 INCHES OF VERTICAL SEPARATION BETWEEN WATER AND OTHER UTILITIES.
2. ALL WATER MAIN AND SERVICES TO BE INSTALLED IN ACCORDANCE TO DML STANDARDS AND SPECIFICATIONS.
3. CONTRACTOR TO CONTACT THE DML AT LEAST 72 HOURS PRIOR TO SCHEDULED SHUT OFFS TO COORDINATE SHUT DOWN AND TURN ON ACTIVITIES.
4. LEWL IS NOT RESPONSIBLE FOR REPLACEMENT, REPAIR, OR MAINTENANCE OF SIDEWALKS THAT HAVE BEEN DAMAGED OR REMOVED DURING REPAIR, MAINTENANCE, REPLACEMENT OR INSPECTION OF WATERMANS AND RELATED UTILITIES.
5. ALL PUBLIC WATER OUTSIDE OF R.O.W. SHALL BE WITHIN A 20' PUBLIC EASEMENT.
6. ALL DUCTILE IRON WATER MAIN SHALL BE PRESSURE CLASS 350, ALL COPPER PIPE SHALL BE TYPE "K".
7. ALL WORK ON LEWL WATER DISTRIBUTION SYSTEM SHALL BE PERFORMED BY THE LEWL OR BY A LEWL-APPROVED CONTRACTOR WITH A LEWL INSPECTOR ON-SITE.
8. A LEWL WATER SERVICE AGREEMENT SHALL BE PUT IN PLACE PRIOR TO CONSTRUCTION OF ANY WATER RELATED ITEMS.

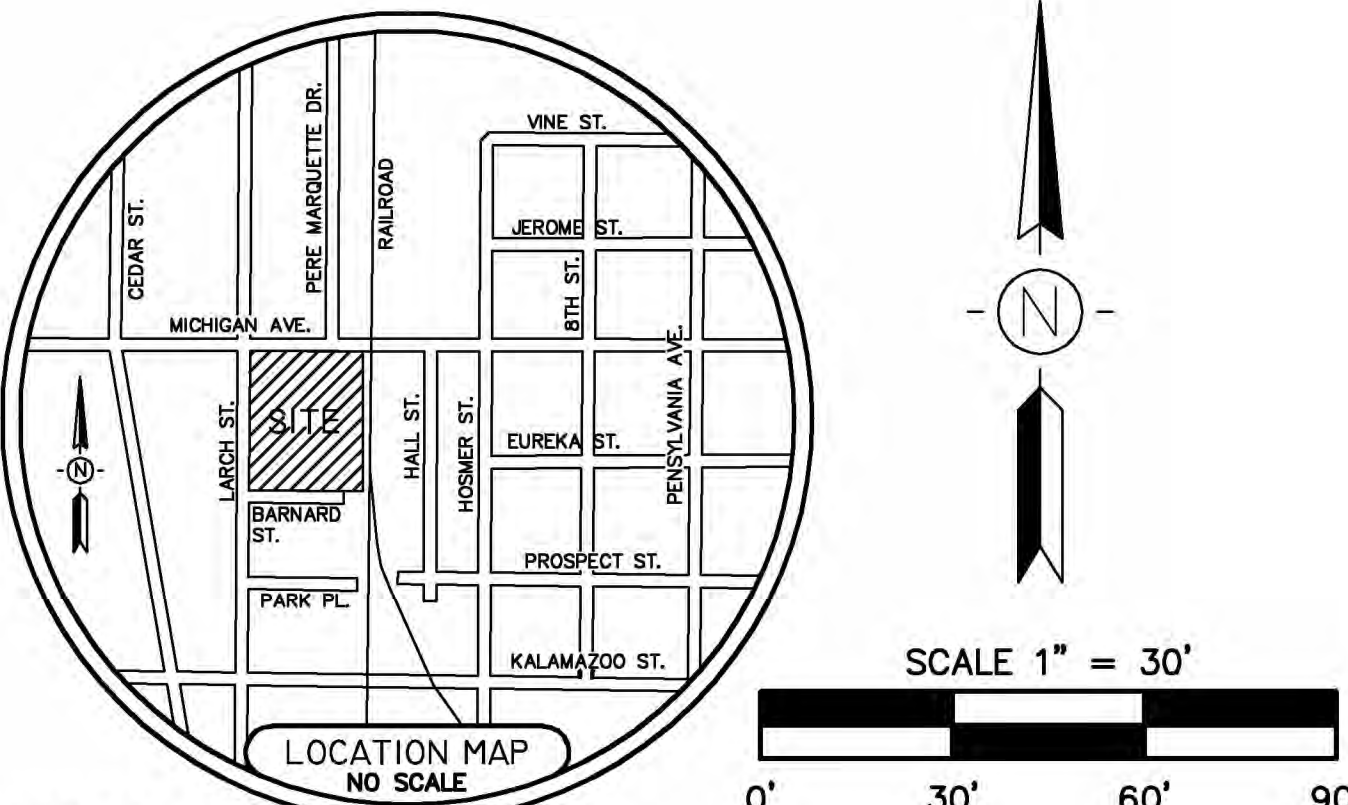


600 E. Michigan Project

CITY OF LANSING, INGHAM COUNTY, MICHIGAN

CLIENT:
GILLESPIE GROUP
330 MARSHALL ST.
LANSING, MI. 48912
PH: (517) 333-4123
FAX: (517) 333-6725

ENGINEER/SURVEYOR:
KEBS, Inc.
2116 HASLETT RD.
HASLETT, MI. 48840
PH: (517) 339-1014
FAX: (517) 339-8047



LEGAL DESCRIPTION:
(As provided by First American Title Insurance Company, Commitment No. 174555, dated October 27, 2017)
Lots 1, 2, 3, 24, and the East 10 feet of the North 51.55 feet of Lot 4, Connard's Subdivision of Lot 1, of Block 242, of the Original Plat of the City of Lansing, according to the recorded plat thereof, ALSO beginning at the Southeast corner of said Lot 1; thence South 15 feet; thence West 77 feet; thence East 77 feet to the point of beginning; ALSO Lot 1 of Block 1 of Barnard's Subdivision, recorded in Liber 1 of Plats, Page 32, Ingham County Records; ALSO the North 1/2 of Lot 2, Block 242, except the West 135 feet thereof and except the East 30 feet of the West 165 feet of the North 8 feet thereof, Original Plat of the City of Lansing, the said property may also be described as: Beginning at the Northeast corner of Lot 1 of Connard's Subdivision of Lot 1 of Block 242 of the Original Plat of the City of Lansing, according to the recorded plat thereof, thence South along the Eastern boundaries of Lot 1, Lot 1 extended, and Lot 24 of Connard's Subdivision, the North 1/2 of Lot 2, Block 242 and Lot 1 of Block 1 of Barnard's Subdivision, a measured distance of 521.30 feet to an "X" cut on concrete marking the Southeast corner of Lot 1 of Block 1 of Barnard's Subdivision, thence West 42 feet to a point being the Southwest corner of said Lot 1, Block 1 of Barnard's Subdivision, thence North 121.5 feet to a point, which point is a measured distance of 41.87 feet West of the Eastern boundary line of lots 1 and 24 aforesaid, being the Northwest corner of said Lot 1, Block 1 of Barnard's Subdivision; thence West 251.21 feet to a point being the Northwest corner of Lot 7, Block 1 of Connard's Subdivision, thence North 78.82 feet; a point 135 feet East of the East Boundary of Larch Street; thence East 30 feet to a point being 8 feet South of the North line of Lot 2, Block 242; thence North a measured distance of 185.9 feet along the West boundary line of Lot 24 of Connard's subdivision of Block 242 to a point being the Northwest corner of said Lot 24; thence East 183.04 feet along the Northern boundary line of said Lot 24 to a point 16 feet South of the Southwest corner of Lot 3 of Connard's Subdivision; thence Northerly 16 feet to a point being the Southwest corner of Lot 3 of Connard's Subdivision; thence continuing North along the West boundary line of said Lot 3, 59.5 feet to an "X" cut therein; thence West 10 feet to an "X" cut; thence North a measured distance of 51.55 feet to a point in the North Boundary Line of Lot 4 and the South boundary line of Michigan Avenue; thence East along the South boundary of Michigan Avenue and the North boundary lines of Lots 4, 3, 2, and 1 of Connard's Subdivision to the place of beginning.
EXCEPT:
Part of Lot 24, Connard's Subdivision of Lot 1, of Block 242, of the Original Plat of the City of Lansing, according to the recorded plat thereof, as recorded in Liber 1 of Plats, Page 32, Ingham County Records, being further described as commencing at the Northwest corner of Lot 24, of said Plat; thence South 90°00'00" East, 161.04 feet, along the Northern line of Lot 24; thence South 00°24'20" East, 82.63 feet; thence South 89°49'30" West, 161.32 feet to the Westerly line of Lot 24; thence North 00°02'00" East, 63.12 feet, along said Westerly line to the place of beginning.

GENERAL

1. Any unstable soil (such as peat, muck, marl, soft blue clay, topsoil, etc.) which is encountered beneath proposed utilities, parking lots and structures, ditches and buildings shall be removed down to sound subsoil and backfilled with sand and gravel as needed to reach finished grade. Such fill shall be compacted in 6" layers to 95% of max. density. The decision on material for bedding and backfill shall be made by the Engineer.
2. Information on depth, size, etc., of all other underground utilities shown herein is plan information only, obtained from the utility company involved. Prior to any final designing or construction. It is recommended that all utility companies, agencies, departments, etc., involved be contacted for verification of such locations.
3. The locations, size and elevation of sewers and related structures shown herein, were obtained through a survey completed by KEBS, Inc. KEBS, Inc. is not responsible for information on any other sewers, drains or related structures not found and not shown hereon, that may cross, parallel, lie contiguous to or service this site.
4. For protection of underground utilities, the contractor shall dial 800-482-7171 a minimum of 72 hours prior to excavating in the vicinity of utility lines. All "MISS DIG" participating members will thus be routinely notified. This does not relieve the contractor of the responsibility of notifying utility owners who may not be a part of the "MISS DIG" alert system.
5. All existing roads, driveways and yards disturbed during construction shall be restored by the contractor to its original condition.
6. All sewer pipe shall be bedded with CL III granular material. Class material shall be used in backfilling all sewer trenches to 1' above the sewer pipe.
7. All compaction of trenches within the roadways shall be to 95% density. Equipment such as a small dozer in the trenches and a hose-pack around the structures will be required, or equipment capable of reaching 95% density.
8. Contractor shall be responsible for obtaining all permits required for construction.
9. Contractor shall be responsible for maintaining As-Built drawings of all lot lead locations and drawings shall be available to the Engineer upon request.

STREETS

1. PER CITY OF LANSING SPECIFICATIONS.

[1] DENOTES NUMBER OF B/F SPACES																	
[VA] DENOTES VAN ACCESS B/F SPACES																	
[0] DENOTES PROPOSED NUMBER OF 9' x 18' PARKING SPACES																	
SITE ADDRESS: 600 E. MICHIGAN AVE, LANSING, MI. 48912																	
SURVEY#92950.BND																	
<table><tr><td>REVISIONS</td><td>KEBS, INC. KYES ENGINEERING BRYAN LAND SURVEYS 2116 HASLETT ROAD, HASLETT, MI 48840 PH. 517-339-1014 FAX. 517-339-8047 Marshall Office Ph. 269-781-9800</td></tr><tr><td colspan="2">600 E. Michigan Project</td></tr><tr><td colspan="2">COVER SHEET</td></tr><tr><td>SCALE: 1" = 30'</td><td>DESIGNER: JWK</td></tr><tr><td>DATE: 4-2-18</td><td>PROJECT MGR. JWK</td></tr><tr><td>AUTHORIZED BY: GILLESPIE GROUP</td><td>APPROVED BY: JWK</td></tr><tr><td></td><td>SHEET 1 OF 5</td></tr><tr><td></td><td>JOB # 92950</td></tr></table>		REVISIONS	 KEBS, INC. KYES ENGINEERING BRYAN LAND SURVEYS 2116 HASLETT ROAD, HASLETT, MI 48840 PH. 517-339-1014 FAX. 517-339-8047 Marshall Office Ph. 269-781-9800	600 E. Michigan Project		COVER SHEET		SCALE: 1" = 30'	DESIGNER: JWK	DATE: 4-2-18	PROJECT MGR. JWK	AUTHORIZED BY: GILLESPIE GROUP	APPROVED BY: JWK		SHEET 1 OF 5		JOB # 92950
REVISIONS	 KEBS, INC. KYES ENGINEERING BRYAN LAND SURVEYS 2116 HASLETT ROAD, HASLETT, MI 48840 PH. 517-339-1014 FAX. 517-339-8047 Marshall Office Ph. 269-781-9800																
600 E. Michigan Project																	
COVER SHEET																	
SCALE: 1" = 30'	DESIGNER: JWK																
DATE: 4-2-18	PROJECT MGR. JWK																
AUTHORIZED BY: GILLESPIE GROUP	APPROVED BY: JWK																
	SHEET 1 OF 5																
	JOB # 92950																

Appendix D



Corporate Headquarters
Lansing, Michigan
3340 Ranger Road, Lansing, MI 48906
f: 877.884.6775
t: 517.321.3331

Michigan Locations
Berkley Bay City
Grand Rapids Detroit
Chesterfield Lansing

February 28, 2018

District Supervisor
Michigan Department of Environmental Quality
Lansing Michigan District Office
525 West Allegan Street
Lansing, Michigan 48933

**RE: Baseline Environmental Assessment of the 600 Block Urban Redevelopment Property Located at 600-636 E. Michigan Avenue, 117 S. Larch Street, 145-147 S. Larch Street, and 601-637 Barnard Street, Lansing, Michigan
PM Environmental, Inc. Project No. 01-9216-0-0002**

Dear District Supervisor:

Enclosed is a copy of the Baseline Environmental Assessment prepared for the above referenced subject property in accordance with Section 20126(1)(c) of Part 201, Environmental Remediation, and Section 21323a(1)(b)(i) of Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act (NREPA), P.A. 451 of 1994, as amended.

If you have any questions regarding this report, please contact us at 800.313.2966.

Sincerely,
PM ENVIRONMENTAL, INC.

J. Adam Patton, CHMM
Manager of Site Investigation Services

Enclosure



Corporate Headquarters
Lansing, Michigan
3340 Ranger Road, Lansing, MI 48906
f: 877.884.6775
t: 517.321.3331

Michigan Locations
Berkley Bay City
Grand Rapids Detroit
Chesterfield Lansing

February 28, 2018

Mr. Patrick Gillespie
600 E. Michigan-Lansing, LLC
330 Marshal Street, Suite 100
Lansing, Michigan 48912

**RE: Baseline Environmental Assessment of the 600 Block Urban Redevelopment Property Located at 600-636 E. Michigan Avenue, 117 S. Larch Street, 145-147 S. Larch Street, and 601-637 Barnard Street, Lansing, Michigan
PM Environmental, Inc. Project No. 01-9216-0-0002**

Dear Mr. Gillespie:

Enclosed is a copy of the Baseline Environmental Assessment prepared for the above referenced subject property in accordance with Section 20126(1)(c) of Part 201, Environmental Remediation, and Section 21323a(1)(b)(i) of Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act (NREPA), P.A. 451 of 1994, as amended.

THIS BASELINE ENVIRONMENTAL ASSESSMENT WAS PREPARED FOR THE EXCLUSIVE USE OF 600 E. MICHIGAN-LANSING, LLC, THEIR ASSOCIATES AND LENDERS, EACH OF WHOM MAY RELY ON THE REPORT'S CONTENTS.

If you have any questions regarding this report, please contact us at 800.313.2966.

Sincerely,
PM ENVIRONMENTAL, INC.

J. Adam Patton, CHMM
Manager of Site Investigation Services

Enclosure

TABLE OF CONTENTS

1.0	INTRODUCTION AND DISCUSSION	1
1.1	Owner/Operator Information.....	3
1.2	Intended Use of the Subject Property.....	3
1.3	Summary of All Appropriate Inquiry Phase I Environmental Assessment	3
1.3.1	Phase I ESA Exceptions or Deletions	5
1.3.2	Phase I ESA Data Gaps	5
1.4	Summary of Previous Site Investigations	6
1.5	Summary of Current Site Investigation	9
1.6	Summary of Geophysical Investigation Activities	18
1.7	Subsurface Investigations Techniques and QA/QC Procedures	21
1.8	Geology and Hydrogeology.....	22
2.0	LOCATION OF CONTAMINATED MEDIA ON THE SUBJECT PROPERTY	22
2.1	Summary of Analytical Results (December 2017)	22
2.2	Subject Property Site Status	30
3.0	PROPERTY INFORMATION.....	30
3.1	Legal Description of Subject Property	30
3.2	Survey Map of Subject Property.....	30
3.3	Subject Location and Analytical Summary Maps	30
3.4	Subject Property Location Map	30
3.5	Subject Property Address.....	30
3.6	Subject Spatial Data.....	30
4.0	FACILITY STATUS OF SUBJECT PROPERTY	31
4.1	Summary Data Tables	31
4.2	Laboratory Reports and Chain of Custody Documentation.....	31
5.0	IDENTIFICATION OF BEA AUTHOR.....	31
6.0	AAI REPORT OR ASTM PHASE I ESA	32
7.0	REFERENCES.....	32

FIGURES

Figure 1:	Property Vicinity Map
Figure 2:	Generalized Diagram of the Subject Property and Adjoining Properties
Figure 3A:	Soil Boring/Temporary Monitoring Well/Soil Gas Location Map with Soil Analytical Results (Northwest Area)
Figure 3B:	Soil Boring/Temporary Monitoring Well/Soil Gas Location Map with Soil Analytical Results (North/Central Areas)
Figure 3C:	Soil Boring/Temporary Monitoring Well/Soil Gas Location Map with Soil Analytical Results (West/South Areas)
Figure 4:	Soil Boring/Temporary Monitoring Well/Soil Gas Location Map with Groundwater Analytical Results
Figure 5:	Soil Boring/Temporary Monitoring Well/Soil Gas Location Map with Soil Gas Analytical Results

TABLES

Table 1:	Summary of Soil Analytical Results: VOCs
Table 2:	Summary of Soil Analytical Results: PNAs, PCBs, Metals, and Glycols
Table 3:	Summary of Groundwater Analytical Results: VOCs, PNAs, Dissolved Metals and Glycols
Table 4:	Summary of Soil Gas Analytical Results: VOCs

APPENDICES

Appendix A:	Phase I ESA, PM, February 2, 2018
Appendix B:	Soil Boring/Temporary Monitoring Well/Soil Gas Logs
Appendix C:	Laboratory Analytical Reports
Appendix D:	Assessing Information
Appendix E:	Professional Qualification Statements

1.0 INTRODUCTION AND DISCUSSION

PM completed this Baseline Environmental Assessment (BEA) of the 600 Block Urban Redevelopment Property located in Lansing, Ingham County, Michigan (hereafter referred to as the “subject property”) in accordance with Parts 201 and 213 of the Natural Resources and Environmental Protection Act (NREPA), P.A. 451 of 1994 (Parts 201 and 213), as amended.

The subject property consist of 18 parcels and an alleyway totaling approximately 4.0 acres and is located on the east side of South Larch Street and on the south side of East Michigan Avenue in Lansing, Michigan. The table below includes a listing of each parcel comprising the subject property:

Address	Parcel ID Number	Current Use
600 East Michigan Avenue	33-01-01-16-428-081	Vacant (Former Ballpark Mobil)
612-614 East Michigan Avenue	33-01-01-16-428-061	Brogan's Tire and Auto Service
622 East Michigan Avenue	33-01-01-16-428-051	Commercial
624 East Michigan Avenue	33-01-01-16-428-041	Commercial
626 East Michigan Avenue	33-01-01-16-428-031	Commercial/Office
628 East Michigan Avenue	33-01-01-16-428-021	Commercial/Office
117 South Larch Street	33-01-01-16-428-100	Storage/Warehouse
636 East Michigan Avenue	33-01-01-16-428-002	Parking
No Current Address	33-01-01-16-428-141	Vacant (formerly 139 South Larch Street)
145 South Larch Street	33-01-01-16-428-151	Residential
147 South Larch Street	33-01-01-16-428-161	Residential
611 Barnard Street	33-01-01-16-428-171	Residential
No Current Address	33-01-01-16-428-181	Vacant (formerly 613 Barnard Street)
619 Barnard Street	33-01-01-16-428-191	Residential
No Current Address	33-01-01-16-428-201	Vacant (formerly 621 Barnard Street)
625 Barnard Street	33-01-01-16-428-211	Residential
629 Barnard Street	33-01-01-16-428-221	Residential
633 Barnard Street	33-01-01-16-428-231	Residential
No Current Address	33-01-01-16-428-901	Vacant Alleyway

The property is developed with a 3,616 square foot automotive service garage building (612-614 East Michigan Avenue; Brogan's Tire and Auto Service) constructed in 1930, four retail buildings (622-628 East Michigan Avenue) containing 8,654 square feet constructed in 1900, a warehouse building (117 South Larch Street) containing 5,520 square feet constructed in 1946, six residential dwellings (145-147 South Larch Street and 611-629 Barnard Street) totaling 9,720 square feet constructed between 1884 and 1916, and a garage building (633 Barnard Street) containing 960 square feet constructed in 1983.

The service garage building is divided into a lobby area, service areas, and storage areas. The retail buildings are divided into various retail and storage areas. The easternmost retail building (628 East Michigan Avenue) contains two second floor apartments which are divided into bedroom areas, a kitchen, living area, and bathrooms. The warehouse building contains various

storage areas. The residential dwellings are generally divided into bedrooms, living areas, kitchens, bathrooms, and basements.

An asphalt paved parking lot is present in the eastern portion of the property. Various paved areas are present throughout the remainder of the property. In the area of the residential dwellings, groomed grass, driveways, and landscaped areas are present.

Standard and other historical sources documented that the northeastern portion of the property (identified as 636 East Michigan Avenue) was occupied lumber storage for Hall Lumber Company from at least 1892 to 1898. By 1906, two office buildings were present. An additional office building was constructed by 1913. These former office buildings were demolished by 1950, when a larger office building, occupied by Lewis Fuel Oil Company was constructed. The Lewis Fuel Oil office building was demolished between 1994 and 1997, and this portion of the property has been occupied by a surface parking lot since that time. Historic occupants of the former buildings consisted of various professional office operations.

The north-central portion of the property is currently occupied by four storefront buildings (identified as 622-628 East Michigan Avenue). The two eastern buildings were constructed prior to 1892. Additions were constructed to the rear of the eastern buildings between 1906 and 1913. The two western storefront buildings were constructed between 1906 and 1913. A majority of the historic occupants have included various retail, medical, and professional office tenants, with the exception of 622 and 624 East Michigan Avenue.

The storefront buildings, identified as 622 East Michigan Avenue and 624 East Michigan Avenue, were occupied by a radiator shop from at least 1935 to 1959 and a glassworks shop from at least 1945 to 1964, respectively.

The north-central portion of the property is occupied by an automotive service building (identified as 612-614 East Michigan Avenue), which was constructed by 1930 as a gasoline service station. Prior to 1930, this portion of the property was occupied by a lumber shed for a lumber company located further west. Gasoline dispensing operations ceased in approximately the mid-1950s and the property has been occupied by an automotive service business since the early 1960s.

The northwestern parcel of the property (formerly identified as 600 East Michigan Avenue) is currently a vacant lot with four underground storage tanks (USTs) that are not currently in use. In at least 1892, a lumber shed was present in the eastern portion of this parcel. The lumber shed was demolished and a small office building was constructed in the eastern portion, along East Michigan Avenue between 1892 and 1898 and was demolished by 1906. By 1906, several buildings associated with the Hall Lumber Company were constructed with lumber storage throughout the parcel. All of the former lumber buildings were demolished between 1938 and 1950. An auto sales and service building was constructed in the south-central portion by 1950 and was demolished by the early 1970. A former convenience store building associated with a retail gasoline station was constructed in the early 1970s, with a car wash building constructed in 1995. All of the former buildings were demolished in 2012 and the property has been vacant since that time. The property was occupied by lumber company with storage and/or milling operations from at least 1892 until 1921; automotive sales and service operations from the early 1920s until the 1950s; various commercial and retail businesses from at least the 1930s until the early 1950s; used auto sales from the 1950s until the 1960s, gasoline dispensing operations from least 1940 to 1943, and from the 1970s until 2006; and has been vacant of occupants since that time.

The central portion of the property (identified as 636 East Michigan Avenue) was occupied by Hall Lumber Company from at least 1892 to 1988 with lumber and coal storage and planning, sash and door manufacturing. By 1906, this portion was occupied by Michigan Implement & Transfer Company. Four buildings were constructed by 1906 which were occupied by agricultural implements and engines and/or threshers. In at least 1913, this portion of the subject property was occupied by Butler-Langevin Lumber Company and the previously identified buildings were identified as agricultural implements and lumber storage. The current building located at 117 South Larch Street was constructed in 1946 and was utilized as storage in at least 1951 and boat storage and repair in at least 1966. All of the former buildings (with the exception of the current building) were demolished by 1950 and the property was occupied by Lewis Fuel Oil Company from at least 1940 until the early 1990s with operations consisting of bulk petroleum and coal distribution. A garage building, with truck service operations was constructed by 1951 and demolished between 1997 and 1998 (identified as former auto service building on Figures). Six coal silos were present on the northeastern portion from 1950 until 1973 and various petroleum ASTs were present on the southern portion from 1950 to 1994. Coal pile storage was present on this portion of the property from at least 1906 until 1955. All of the former buildings were demolished (except the current building) were demolished between 1994 and 1997, and the property has been vacant land and/or a surface parking lot since that time.

The southern portion of the property (identified as 145-147 South Larch Street and 601-637 Barnard Street) is currently and has historically been occupied by various residential dwellings. Several dwellings were demolished between 1951 and the 1990s. A personal garage is present on the eastern portion, which was constructed in 1984.

Current operations at the subject property consist of typical automotive service operations, retail activities, professional office activities, storage activities, and residential activities.

1.1 Owner/Operator Information

600 E. Michigan-Lansing, LLC, 330 Marshall Street, Lansing, Michigan 48912 intends to purchase the subject property, which will be redeveloped for mixed commercial, retail, and residential uses.

1.2 Intended Use of the Subject Property

600 E. Michigan-Lansing, LLC, intends to redevelop the subject property for mixed commercial, retail, and residential uses. As part of the redevelopment, all parcels and the associated alleyway currently comprising the subject property will be consolidated into a single parcel, the identification number of which has not yet been assigned.

1.3 Summary of All Appropriate Inquiry Phase I Environmental Assessment

PM prepared a Phase I ESA dated February 2, 2018, in conformance with the scope and limitations of ASTM Practice E1527-13 (i.e., the 'ASTM Standard'). A copy of PM's February 2018 Phase I ESA, including photographs of the subject property, is included in Appendix A.

- The subject property parcel, identified as 600 East Michigan Avenue, is a closed Leaking Underground Storage Tank (LUST) site and a BEA site. Previous site assessment activities completed for 600 East Michigan Avenue in 2013 document that soil and groundwater contamination exists on-site above the current MDEQ Part 213 Risk Based Screening

Levels (RBSLs). Based on these analytical results and its closed LUST status, the subject property meets the definition of a “property,” in accordance with Part 213 of P.A. 451 of the Michigan Natural Resources Environmental Protection Act (NREPA), as amended.

- The subject property parcel, identified as 636 East Michigan Avenue, is an open LUST site and a BEA site. Previous site assessment activities completed in 1994, 1995, and 2015 document that soil contamination exists on-site above the current MDEQ Part 201 Generic Residential Cleanup Criteria (CRCC) and Part 213 RBSLs. Based on these analytical results and its open LUST status, the subject property meets the definition of a “facility” and a “site,” in accordance with Part 213 of P.A. 451 of the Michigan NREPA, as amended.
- The north-central portion of the property, identified as 612-614 East Michigan Avenue, is currently occupied by an automotive service building, which was constructed by 1930 as a gasoline service station. Gasoline dispensing operations ceased in approximately the mid-1950s and the property has been occupied by an automotive service business since the early 1960s. Current and historical interior waste streams associated with the service garage operations consist of general hazardous substances and/or petroleum products. A significant portion of this time period preceded major environmental regulations and current waste management and disposal procedures. The historical waste management practices associated with the service operations are unknown and may be a source of subsurface contamination.
- The southern portion of the property is currently and has historically been occupied by various residential dwellings. Several dwellings were demolished between 1951 and the 1990s. Several of the former residential dwellings were demolished prior to current disposal regulations. It is unknown how the building demolition debris was disposed of. It was not uncommon for building demolition debris to historically have been used as fill material onsite. The potential exists for construction debris and fill material to be present on these subject property parcels that were historically developed with basements, and to have negatively impacted the subsurface.
- Four current USTs are present at the subject property parcel identified as 600 East Michigan Avenue. The current UST system has been unused since 2012 without any subsurface investigation since 2013. Based on this information, the potential exists for a release to have occurred and impacted the subsurface.
- During the site reconnaissance, PM observed evidence of five in-ground hydraulic hoists within the warehouse building located at 117 South Larch Street and evidence of a former in-ground hoist within the building located at 612-614 East Michigan Avenue. The hydraulic reservoirs associated with the in-ground hoists were located underground. In-ground hoists have an underground reservoir for hydraulic fluids, which can contain polychlorinated biphenyls (PCBs). The potential exists that a release occurred from the current hydraulic hoist system and/or underground reservoir. Additionally, the potential exists for orphaned reservoirs to be present on the subject property.
- During the site reconnaissance, PM observed two vent pipes on the western exterior wall of the automotive service building (612-614 East Michigan Avenue). These vent pipes may be associated with the USTs identified in the 1951-1972 Sanborn maps. No known subsurface investigations have been completed in this area of the subject property and no

USTs are registered to this parcel. Based on this information, the potential exists for orphan USTs to be present and/or for a release to have occurred.

- Review of Fire Department records documented fuel oil as a heat source at various times for 612-614 East Michigan Avenue, 622 East Michigan Avenue, 626 East Michigan Avenue, and 636 East Michigan Avenue. Fuel oil was documented to be stored within 55-gallon drums at 622 East Michigan Avenue and within USTs at 636 East Michigan Avenue (bulk fuel oil storage and consumptive purposes on the parcel). PM was unable to verify if fuel oil was stored within above ground storage tanks (ASTs) or USTs at the remaining addresses. Based on this information, the potential exists for orphan USTs to be present and/or for a release to have occurred with the former use fuel oil.
- The storefront building, identified as 622 East Michigan Avenue, was occupied by a radiator shop from at least 1935 to 1959. Historical interior waste streams associated with the operations would have consisted of general hazardous substances and/or petroleum products. This time period preceded major environmental regulations and current waste management and disposal procedures. The historical waste management practices associated with the former service operations are unknown and may be a source of subsurface contamination.

The following adjoining and/or nearby RECs were identified:

- The west adjoining property, identified as 119 South Larch Street, is occupied by Liskey's Auto Truck Service. Review of historical the property was occupied by a pattern works and/or manufacturing company from at least 1906 until 1921, and sheet metal and machining company from 1924 until the 1950s, an automotive equipment company from 1936 until the 1950s, and has been occupied by automotive service operations since 1965. Based on the long-term operations on this property and the close proximity to the subject property (directly adjoining), the potential exists for a release to have occurred and migrated onto the subject property.
- A north adjoining property, identified as 605 East Michigan Avenue, was occupied by a dry cleaning operation from 1916 until 1959. Dry cleaning operations commonly involve the usage of general hazardous substances and/or petroleum products, which, if improperly managed and/or disposed of, can be a source of contamination. Based on the close proximity to the subject property (approximately 90 feet east) and long-term operations, the potential exists that a release has occurred on this property and migrated onto the subject property.

1.3.1 Phase I ESA Exceptions or Deletions

There were no identified exceptions or deletions from the Federal All Appropriate Inquiry Rule under 40 CFR 312, or the ASTM Standard within PM's February 2018 Phase I ESA.

1.3.2 Phase I ESA Data Gaps

No significant data gaps were identified within PM's February 2018 Phase I ESA.

1.4 Summary of Previous Site Investigations

Multiple site investigations were completed for the subject property between 1990 and 2015. Reports associated with those investigations are summarized in the table below:

Name of Report	Date of Report	Company that Prepared Report
Report of Site Assessment (600 East Michigan Avenue)	March 15, 1990	Environmental Science and Engineering, Inc. (ESE)
Phase II ESA (600 East Michigan Avenue)	February 21, 1991	ESE
Initial Abatement Measures Report (600 East Michigan Avenue)	August 20, 1991	ESE
UST Removal/Site Remediation Report (600 East Michigan Avenue)	November 7, 1991	ESE
60-Day LUST Initial Assessment Report (636 East Michigan Avenue)	3-10-1995	BLDI
Phase I Hydrogeologic Study and Preliminary RBCA Tier 1 Evaluation (636 East Michigan Avenue)	6-30-1995	BLDI
BEA (636 East Michigan Avenue)	7-10-1995	STS Consultants, Ltd.
LUST Closure Report (600 East Michigan Avenue)	January 11, 1996	Enecotech
Soil Characterization Report (636 East Michigan Avenue)	7-12-1996	MacKenzie Environmental Services
Risk-Based Corrective Action (RBCA) Assessment (636 East Michigan Avenue)	4-11-1997	BLDI
Summary of Soil Remediation Activities (636 East Michigan Avenue)	2-5-1999	Snell Environmental Group (SEG)
LUST Closure Report (600 East Michigan Avenue)	February 11, 2000	Timmermans
Phase I ESA (600 East Michigan Avenue)	July 18, 2011	Soil and Materials Engineers, Inc. (SME)
Phase I ESA (600 East Michigan Avenue)	7-31-2013	PM
BEA (600 East Michigan Avenue)	10-4-2013	PM
Documentation of Due Care Compliance (DDCC) (600 East Michigan Avenue)	10-4-2013	PM
Phase II ESA	11-11-2015	WSP Parsons Brinckerhoff (WSP)
BEA (636 East Michigan Avenue)	11-19-2015	WSP

PM reviewed available previous site investigations for 600 and 636 East Michigan Avenue, which are summarized below. Relevant portions of the previous reports, including sample location maps

and analytical summary tables, are also included in Section 10.4 of the February 2018 Phase I ESA (Appendix A).

600 East Michigan Avenue:

This parcel is a closed LUST site with three releases reported in 1990, 1991, and 1999. Various subsurface investigations were completed on this parcel from 1990 to 2000 to assess former gasoline dispensing operations on the property which occurred in at least 1940 and from the 1970s to 2000.

In 1991, three USTs (two 600-gallon and one 1,000-gallon of unknown contents) were removed from the northwestern portion of the parcel. Two releases were confirmed during UST removal activities and approximately 4,200 cubic yards of contaminated soils were removed from the parcel. Verification of soil remediation (VSR) and two additional soil sampling events were completed between 1991 and 1996, in which analytical results supported Type B Closure and were below Tier 1 Residential Soil Leaching to Groundwater Criteria and the releases was granted closure.

A waste oil UST was removed in 1996 with no assessment from the rear of the former service station building. In 1999, field observations noted photo-ionization detector (PID) readings (3.2 to 72 ppm) in the backfill in the area of the waste oil UST. A release was reported based on these observations in 1999. Subsequent sampling identified various volatile organic compound (VOC) and polynuclear aromatic compound (PNA) compounds in the fill above the current Part 213 Drinking Water Protection (DWP) and/or Groundwater Surface Water Interface Protection (GSIP) RBSLs. Delineation sampling did not identify any compounds above the laboratory method detection limits (MDLs) and the release received Type B Closure.

At the time of the 2011 Phase I ESA, the parcel was occupied by a gasoline dispensing station. SME documented similar historical information as included in this Phase I ESA, and identified the following RECs: former operations associated with the former automotive sales and service operations; former gasoline dispensing operations; potential fill materials associated with the former buildings; and adjoining properties to the east, south, and west based on former operations.

At the time of the 2013 Phase I ESA, the parcel was vacant of buildings and occupants. PM documented similar historical information was documented as in the Phase I ESA. The following RECs were identified: the historic use of the parcel for automotive service operations with the potential use of in-ground hoists and the lack of subsurface investigations from 2000 to 2011 when the property was occupied by gasoline dispensing station. Off-site RECs identified include: the historic use of the north adjoining property (605 East Michigan Avenue) as a dry cleaning business from at least 1916 to 1959, the historic use of the east adjoining property (614 East Michigan Avenue (current subject property parcel)) as an automotive service garage and/or gasoline service station since at least the 1960s, and the historic use of the south adjoining property (119 South Larch Street) as an automotive service garage since at least 1965.

During the 2013 subsurface investigation, a ground penetrating radar (GPR) survey was completed to investigate the potential for in-ground hoists. One anomaly consistent with an in-ground hoist was identified during the GPR survey and is located within the footprint of the former building. An exploratory boring was advanced within the center of the anomaly. A metal structure

was encountered directly beneath the concrete and appears to be consistent with the top of an in-ground hoist.

Additionally, 13 soil borings were advanced to between 15.0 and 20.0 feet below ground surface (bgs), four temporary monitoring wells were installed, and three temporary soil gas sampling points were installed. Soil and groundwater samples were analyzed for VOCs, PNAs, polychlorinated biphenyls (PCBs), and metals (cadmium, chromium, and lead). Soil gas samples were analyzed for VOCs. Soil analytical results documented PNAs above Part 213 RBSLs for DWP and Direct Contact (DC) and lead above Part 213 RBSLs in the southwestern portion of the parcel. Groundwater analytical results documented various VOCs and PNAs in the central and western portions of the parcel. Soil gas analytical results identified VOCs above Residential Soil Gas Screening Levels.

Based on the analytical results, a BEA and DDCC were completed for the current owner.

Previous site assessment activities completed in 2013 document that soil and groundwater contamination exists on-site above the current MDEQ Part 213 RBSLs. Based on these analytical results and its closed LUST status, the subject property meets the definition of a “property,” in accordance with Michigan Part 213.

Four current USTs remain on the 600 East Main parcel of the subject property.

636 East Michigan Avenue:

This parcel is an open LUST site with three releases reported in 1995. Various subsurface investigations were completed on this parcel from 1995 to 1999 to assess former bulk petroleum distribution and/or coal storage operations on the parcel, which occurred from at least 1940 to the early 1990s.

Multiple subsurface investigations were completed for the parcel in at least 1994 and 1995; however, not all reports were available for PM’s review. A majority of the reports were summarized in the 1997 RBCA report. The parcel formerly contained six USTs (i.e. containing fuel oil, used, oil, or gasoline), which were removed in 1995. The parcel also contained ten bulk petroleum ASTs formerly located in the southern portion of the parcel. During UST removal activities, three releases were reported associated with former USTs located in the northeastern, western, central, and eastern portions of the parcel. Analytical results documented various VOCs and PNAs in the locations of the former USTs above the Part 213 RBSLs. Groundwater sampling was not included based on groundwater not encountered until approximately 40.0 feet bgs.

In 1998, approximately 3,200 cubic yards of stock piled contaminated soils were removed from the southern portion of the parcel. The source of the soil piles was not identified; however, the piles were likely associated with the removal of multiple USTs on this portion of the subject property. After removal, VSR sampling (limited to the southern portion of the parcel) was completed. Samples were analyzed for VOCs, PNAs, and lead. Analytical results were below Part 201 Generic Residential Cleanup Criteria (GRCC). Lead was identified above statewide background levels, but below direct contact levels.

Review of the 2015 Phase II ESA, indicates that a Phase I ESA was completed in 2015, which documented RECs associated with the known contamination on the parcel, the former truck repair

operations with a former structure on the west-central portion of the parcel, the historic coal storage operations on the eastern and central portions of the parcel, and the former presence of railroad spurs located on the parcel. A copy of the Phase I ESA was not included for PM's review.

During the subsurface investigation, 21 soil borings were advanced to depths between 2.0 and 8.0 feet bgs. Soil samples were collected and analyzed for VOCs, PNAs, Michigan-10 (arsenic, barium, cadmium, chromium, copper, lead, mercury, selenium, silver, and zinc). Soil analytical results documented various VOC, PNAs, and metals above Part 201 GRCC, Part 213 RBSLs, and/or statewide background levels.

Based on the analytical results, a BEA was completed for the current tenant of the parcel.

Previous site assessment activities completed in 1994, 1995, and 2015 document that soil contamination exists on-site above the current MDEQ Part 201 Generic Residential Cleanup Criteria and Part 213 RBSLs. Based on these analytical results and its open LUST status, the subject property meets the definition of a "facility" and a "site," in accordance with Michigan Parts 201 and 213

1.5 Summary of Current Site Investigation

Prior to the commencement of field activities, MISSDIG, a utility locating service, was contacted to locate utilities on or adjacent to the subject property. Based on the large size of the subject property a joint meet was conducted with PM field staff and utility locators. Utilities were marked by the respective utility companies in the proposed soil boring location areas. The soil borings were also cleared of private subsurface utilities using GPR (Section 1.6).

In December 2017, PM completed a scope of work consisting of a geophysical survey to determine the potential presence of orphan USTs on the 612-614 East Michigan Avenue parcel using GPR; the advancement of 43 soil borings (SB-1 through SB-43); the installation of 18 temporary monitoring wells (TMW-4, TMW-6, TMW-7, TMW-10, TMW-11, TMW-13, TMW-14, TMW-15, TMW-16, TMW-18, TMW-26, TMW-27, TMW-29, TMW-33, TMW-35, TMW-36, TMW-40, and TMW-42); and the installation of 19 soil gas sample points (SSG-1, SG-2 through SG-6, SG-8, SG-10, SG-13, SG-19, SG-23, SG-25, SG-29, SG-31, and SG-33 through SG-37), and the collection of soil, groundwater, and soil gas samples for laboratory analysis of VOCs, PNAs, polychlorinated biphenyls (PCBs), Michigan ten metals (arsenic, barium, cadmium, chromium, copper, lead, mercury, selenium, silver, and zinc), and glycols, or some combination thereof. Select soil samples were also analyzed for Toxicity Characteristic Leaching Procedure (TCLP) lead. The soil boring/temporary monitoring well/soil gas locations and analytical results are included on Figures 3, 4, and 5 and in Tables 1 through 4. The soil boring/temporary monitoring well/soil gas logs are included as Appendix B.

The table below summarizes PM's December 2017 Phase II ESA activities including total boring depth, objective of the soil borings, and sample justification:

Description of Soil Boring and Temporary Monitoring Well Locations

Location (feet bgs)	Sample/ Screened Interval Depth (feet bgs)	Analysis	Objectives	Sample Selection (justification)
PSB/SSG-1 (20.0)	Soil: (6.0-7.0)	Lead and TCLP Pb	Re-asses soil lead concentrations at former (2013) soil boring PSB- 9 location (6.0- 7.0'), and current soil gas concentrations	Soil: A replicate sample was collected at 6.0-7.0-feet bgs. Groundwater: Not Sampled Soil Gas: Sampled
	Soil Gas: (5.0)	VOCs		
PSB/SG-2 (10.0)	Soil Gas : (4.5)	VOCs	Assess current soil gas concentrations at former (2013) PSG-3 location	Soil: Not Collected Groundwater: Not Sampled Soil Gas: Sampled
PSB/SG-3 (10.0)	Soil Gas: (5.0)	VOCs	Assess current soil gas concentrations at former (2013) PSG-2 location	Soil: Not Collected Groundwater: Not Sampled Soil Gas: Sampled
PSB/TMW/SG-4 (20.0)	Soil: (6.5-7.5)	VOCs and PNAs	Assess potential contaminant migration from the south adjoining property	Soil: Due to the lack of field screening evidence of contamination, a soil sample was collected above the saturated zone. Groundwater: Not Sampled Soil Gas: Sampled
	GW: (6.0-11.0)	VOCs and PNAs		
	Soil Gas: (7.1)	VOCs		
PSB/SG-5 (20.0)	Soil: (4.0-5.0)	VOCs and PNAs	Assess potential contaminant migration from the south adjoining property	Soil: Due to the lack of field screening evidence of contamination, a soil sample was collected above the saturated zone. Groundwater: Not Sampled Soil Gas: Sampled
	Soil Gas: (4.5)	VOCs		

**Baseline Environmental Assessment of the 600 Block Urban Redevelopment Property
 Located at 600-636 E. Michigan Avenue, 117 S. Larch Street,
 145-147 S. Larch Street, and 601-637 Barnard Street, Lansing, Michigan
 PM Environmental, Inc. Project No. 01-9216-0-0002; February 28, 2018**

Location (feet bgs)	Sample/ Screened Interval Depth (feet bgs)	Analysis	Objectives	Sample Selection (justification)
PSB/TMW/SG-6 (20.0)	Soil: (9.0-10.0)	VOCs, PNAs, and Pb	Assess former gasoline filling operations and potential contaminant migration from the north adjoining former drycleaners	Soil: Due to the lack of field screening evidence of contamination, a soil sample was collected above the saturated zone. Groundwater: Sampled Soil Gas: Sampled
	GW: (8.0-13.0)	VOCs, PNAs, and dissolved Pb		
	Soil Gas: (4.5)	VOCs		
PSB/TMW-7 (20.0)	Soil: (12.0-13.0)	VOCs, PNAs, PCBs, Cd, Cr, and Pb	Assess former gasoline filling operations	Soil: A soil sample was collected at the interval with the highest PID reading (218 ppm). Groundwater: Sampled Soil Gas: Not Sampled
	GW: (7.0-12.0)	VOCs, PNAs, and dissolved Pb		
PSB/SG-8 (20.0)	Soil: (11.0-12.0 and 19.0-20.0)	VOCs, PNAs, PCBs, Cd, Cr, and Pb	Assess current/former service operations and interior gasoline UST	Soil: A soil sample was collected t the approximate bottom depth of discovered interior orphan UST Groundwater: Not Encountered Soil Gas: Sampled
	Soil Gas: (3.5)	VOCs		
PSB-9 (7.0)	Soil: (2.0-3.0)	VOCs, PNAs, PCBs, Cd, Cr, and Pb	Assess current/former service operations	Soil: Due to the lack of field screening evidence of contamination, a soil sample was collected at a geologic interface. Groundwater: Not Encountered Soil Gas: Not Sampled

**Baseline Environmental Assessment of the 600 Block Urban Redevelopment Property
Located at 600-636 E. Michigan Avenue, 117 S. Larch Street,
145-147 S. Larch Street, and 601-637 Barnard Street, Lansing, Michigan
PM Environmental, Inc. Project No. 01-9216-0-0002; February 28, 2018**

Location (feet bgs)	Sample/ Screened Interval Depth (feet bgs)	Analysis	Objectives	Sample Selection (justification)
PSB/TMW/ SG-10 (20.0)	Soil: (11.0-12.0)	VOCs, PNAs, and Pb	Assess historical gasoline UST	Soil: Due to the lack of field screening evidence of contamination, a soil sample was collected at the approximate bottom depth of the historical gasoline UST Groundwater: Sampled Soil Gas: Sampled
	GW: (7.0-12.0)	VOCs, PNAs, and dissolved Pb		
	Soil Gas: (9.5)	VOCs		
PSB/TMW-11 (5.0)	Soil: 2.0-3.0	VOCs, PNAs, Glycols, and Pb	Assess the former radiator shop operations	Soil: A soil sample was collected at the interval with the highest PID reading (5.9 ppm). Groundwater: Sampled Soil Gas: Not Sampled
	GW: (0.0-5.0)	VOCs, PNAs, Glycols, and dissolved Pb		
PSB-12 (5.5)	Soil: (3.0-4.0)	VOCs, PNAs, and Pb	Assess former glassworks operations	Soil: Due to the lack of field screening evidence of contamination, a soil sample was collected above the saturated zone. Groundwater: Not Sampled Soil Gas: Not Sampled
PSB/TMW/ SG-13 (5.0)	Soil: (0.0-1.0)	VOCs, PNAs, and Pb	Assess former glassworks operations	Soil: A soil sample was collected at the interval with the highest PID reading (0.8 ppm). Groundwater: Sampled Soil Gas: Sampled
	GW: (0.0-5.0)	VOCs, PNAs, and dissolved Pb		
	Soil Gas: (Sub-slab)	VOCs		
PSB/TMW- 14/14R (20.0)	Soil: (0.5-1.5)	VOCs, PNAs, and PCBs	Assess former hydraulic scale house operations	Soil: Due to the lack of field screening evidence of contamination, a soil sample was collected beneath the pavement. Groundwater: Not Sampled Soil Gas: Not Sampled
	GW: (9.0-14.0)	NA (well did not produce)		

Baseline Environmental Assessment of the 600 Block Urban Redevelopment Property
Located at 600-636 E. Michigan Avenue, 117 S. Larch Street,
145-147 S. Larch Street, and 601-637 Barnard Street, Lansing, Michigan
PM Environmental, Inc. Project No. 01-9216-0-0002; February 28, 2018

Location (feet bgs)	Sample/ Screened Interval Depth (feet bgs)	Analysis	Objectives	Sample Selection (justification)
PSB/TMW-15 (15.0)	Soil: (1.0-2.0)	VOCs and PNAs	Assess former fuel oil UST basin	Soil: A soil sample was collected at the interval with the highest PID reading (0.8 ppm). Groundwater: Sampled Soil Gas: Not Sampled
	GW: (0.0-5.0)	VOCs and PNAs		
PSB/TMW-16 (15.0)	Soil: (0.5-1.5)	MI-10 Metals	Assess former coal yard and rail operations	Soil: Due to the lack of field screening evidence of contamination, a soil sample was collected beneath the pavement. Groundwater: Sampled Soil Gas: Not Sampled
	GW: (0.0-5.0)	Dissolved MI-10 Metals		
PSB-17 (15.0)	Soil: (0.5-1.5)	MI-10 Metals	Assess former coal yard and rail operations	Soil: A soil sample was collected in an interval of sand with coal debris Groundwater: Not Sampled Soil Gas: Not Sampled
PSB/TMW-18 (15.0)	Soil: (0.5-1.5)	MI-10 Metals	Assess former coal yard and rail operations	Soil: A soil sample was collected in an interval of clay with coal debris Groundwater: Sampled Soil Gas: Not Sampled
	GW: (0.0-5.0)	Dissolved MI-10 Metals		
PSB/SG-19 (20.0)	Soil: (2.0-3.0)	VOCs, PNAs, PCBs, Cd, Cr and Pb	Assess historical vehicle service operations and in ground hoists	Soil: Due to the lack of field screening evidence of contamination, a soil sample was collected at a geologic interface. Groundwater: Not Encountered Soil Gas: Not Sampled
	Soil Gas: (sub-slab)	NA		
PSB-20 (20.0)	Soil: (0.0-1.0)	VOCs, PNAs, PCBs, Cd, Cr and Pb	Assess historical vehicle service operations and in ground hoists	Soil: Due to the lack of field screening evidence of contamination, a soil sample was collected immediately beneath the floor slab. Groundwater: Not Sampled Soil Gas: Not Sampled

**Baseline Environmental Assessment of the 600 Block Urban Redevelopment Property
Located at 600-636 E. Michigan Avenue, 117 S. Larch Street,
145-147 S. Larch Street, and 601-637 Barnard Street, Lansing, Michigan
PM Environmental, Inc. Project No. 01-9216-0-0002; February 28, 2018**

Location (feet bgs)	Sample/ Screened Interval Depth (feet bgs)	Analysis	Objectives	Sample Selection (justification)
PSB-21 (15.0)	Soil: (4.5-5.5)	VOCs, PNAs, PCBs, Cd, Cr and Pb	Assess historical 1,000 gallon used oil UST basin	Soil: Due to the lack of field screening evidence of contamination, a soil sample was collected at a geologic interface above the water table. Groundwater: Not Sampled Soil Gas: Not Sampled
PSB-22 (20.0)	Soil: (1.0-2.0 and 16.0-17.0)	VOCs, PNAs, PCBs, Cd, Cr and Pb	Assess historical used oil and fuel oil UST basin	Soil: A soil sample was collected in a shallow discolored interval (1.0-2.0') and at the interval with the highest PID reading (0.6 ppm; 16.0-17.0'). Groundwater: Not Encountered Soil Gas: Not Sampled
PSB/SG-23 (20.0)	Soil: (0.5-1.5)	VOCs, PNAs, PCBs, Cd, Cr and Pb	Assess historical vehicle service operations	Soil: A soil sample was collected from a discolored interval beneath the asphalt pavement (suspected coal debris) and at the interval with the highest PID reading (170.1 ppm). Groundwater: Not Encountered Soil Gas: Sampled
	Soil Gas: (11.0)	VOCs		
PSB-24 (15.0)	Soil: (1.0-2.0)	VOCs, PNAs, PCBs, Cd, Cr and Pb	Assess historical vehicle service operations	Soil: Due to the lack of field screening evidence of contamination, a soil sample was collected immediately beneath the surface pavement Groundwater: Not Encountered Soil Gas: Not Sampled
PSB/SG-25 (20.0)	Soil: (11.0-12.0)	VOCs, PNAs, PCBs, and MI-10 Metals	Assess historical coal yard, petroleum dispensing, and gasoline release area	Soil: A soil sample was collected at the interval with the highest PID reading (11.1 ppm). Groundwater: Not Encountered Soil Gas: Sampled
	Soil Gas: (8.5)	VOCs		

Baseline Environmental Assessment of the 600 Block Urban Redevelopment Property
Located at 600-636 E. Michigan Avenue, 117 S. Larch Street,
145-147 S. Larch Street, and 601-637 Barnard Street, Lansing, Michigan
PM Environmental, Inc. Project No. 01-9216-0-0002; February 28, 2018

Location (feet bgs)	Sample/ Screened Interval Depth (feet bgs)	Analysis	Objectives	Sample Selection (justification)
PSB/TMW-26 (20.0)	Soil: (3.5-4.5)	VOCs, PNAs, PCBs, and MI-10 Metals	Assess historical coal yard, petroleum dispensing, and gasoline release area	Soil: A soil sample was collected at a geologic interface. Groundwater: Sampled Soil Gas: Not Sampled
	GW: (4.0-9.0)	VOCs, PNAs, and dissolved MI-10 Metals		
PSB/TMW-27 (1567.0)	Soil: (2.5-3.5)	VOCs, PNAs, PCBs, and MI-10 Metals	Assess historical coal yard, petroleum dispensing, and gasoline release area	Soil: A soil sample was collected at the interval with the highest PID reading (58 ppm) Groundwater: Sampled Soil Gas: Not Sampled
	GW: (1.0-6.0)	VOCs, PNAs, and dissolved MI-10 Metals		
PSB-28 (20.0)	Soil: (3.0-4.0)	VOCs, PNAs, PCBs, and MI-10 Metals	Assess historical coal yard, petroleum dispensing, and gasoline release area	Soil: A soil sample was collected at a geologic interface. Groundwater: Not Sampled Soil Gas: Not Sampled
PSB/TMW/SG- 29 (20.0)	Soil: (2.0-3.0)	VOCs and PNAs	Assess former bulk petroleum storage ASTs	Soil: A soil sample was collected at the interval with the highest PID reading (77.0 ppm). Groundwater: Sampled Soil Gas: Sampled
	GW: (12.0-17.0)	VOCs and PNAs		
	Soil Gas: (2.5)	VOCs		
PSB-30 (20.0)	Soil: (0.5-1.5)	VOCs and PNAs	Assess former bulk petroleum storage ASTs	Soil: A soil sample was collected at the interval with the highest PID reading (100.0 ppm). Groundwater: Not Encountered Soil Gas: Not Sampled

Baseline Environmental Assessment of the 600 Block Urban Redevelopment Property
Located at 600-636 E. Michigan Avenue, 117 S. Larch Street,
145-147 S. Larch Street, and 601-637 Barnard Street, Lansing, Michigan
PM Environmental, Inc. Project No. 01-9216-0-0002; February 28, 2018

Location (feet bgs)	Sample/ Screened Interval Depth (feet bgs)	Analysis	Objectives	Sample Selection (justification)
PSB/SG-31 (20.0)	Soil: (4.0-5.0)	VOCs and PNAs	Assess former bulk petroleum storage ASTs	Soil: A soil sample was collected at the interval with the highest PID reading (87.5 ppm). Groundwater: Not Encountered Soil Gas: Not Sampled
	Soil Gas: (4.5)	VOCs		
PSB-32 (20.0)	Soil: (2.0-3.0)	VOCs and PNAs	Assess former bulk petroleum storage ASTs and loading rack	Soil: A soil sample was collected at the interval with the highest PID reading (104.0 ppm). Groundwater: Not Encountered Soil Gas: Not Sampled
PSB/TMW/ SG-33 (20.0)	Soil: (12.0-13.0)	VOCs and PNAs	Assess former bulk petroleum storage ASTs	Soil: A soil sample was collected from an interval of coarse sand with gravel that contrasted with other soils in the boring. Groundwater: Sampled Soil Gas: Sampled
	GW: (14.0-19.0)	VOCs and PNAs		
	Soil Gas: (1.5)	VOCs		
PSB/SG-34 (20.0)	Soil: (1.0-2.0)	VOCs and PNAs	Assess former bulk petroleum storage ASTs	Soil: A soil sample was collected at the interval with the highest PID reading (52.9 ppm). Groundwater: Not Sampled Soil Gas: Sampled
	Soil Gas: (1.5)	VOCs		
PSB/TMW/SG- 35 (20.0)	Soil: (2.0-3.0)	VOCs and PNAs	Assess potential migration from former bulk petroleum operations to the south	Soil: A soil sample was collected at the interval with the highest PID reading (110 ppm). Groundwater: Sampled Soil Gas: Sampled
	GW: (7.0-12.0)	VOCs and PNAs		
	Soil Gas: (1.5)	VOCs		
PSB/TMW/SG- 36 (15.0)	Soil: (3.0-4.0)	VOCs and PNAs	Assess potential migration from former bulk petroleum operations to the south	Soil: A soil sample was collected at the interval with the highest PID reading (68.1 ppm). Groundwater: Sampled Soil Gas: Sampled
	GW: (7.0-12.0)	VOCs and PNAs		
	Soil Gas: (0.5)	VOCs		

**Baseline Environmental Assessment of the 600 Block Urban Redevelopment Property
 Located at 600-636 E. Michigan Avenue, 117 S. Larch Street,
 145-147 S. Larch Street, and 601-637 Barnard Street, Lansing, Michigan
 PM Environmental, Inc. Project No. 01-9216-0-0002; February 28, 2018**

Location (feet bgs)	Sample/ Screened Interval Depth (feet bgs)	Analysis	Objectives	Sample Selection (justification)
PSB-37 (20.0)	Soil: (8.0-9.0)	VOCs, PNAs, PCBs, and MI-10 Metals	Assess former residential fill and migration from the north adjoining property	Soil: Due to the lack of field screening evidence of contamination, a soil sample was collected above the water table. Groundwater: Not Sampled Soil Gas: Sampled
	Soil Gas: (8.5)	VOCs		
PSB-38 (30.0)	Soil: (2.0-3.0 and 29.0-30.0)	VOCs, PNAs, PCBs, and MI-10 Metals	Assess former residential fill and migration from the north adjoining parcel	Soil: Due to the lack of field screening evidence of contamination or groundwater, both shallow and deep soil samples were collected. Groundwater: Not Encountered Soil Gas: Not Sampled
PSB-39 (15.0)	Soil: (2.5-3.5)	VOCs, PNAs, PCBs, and MI-10 Metals	Assess former coal yard and rail operations	Soil: A soil sample was collected above a geologic interface. Groundwater: Not Sampled Soil Gas: Not Sampled
PSB/TMW-40 (15.0)	Soil: (2.0-3.0)	VOCs, PNAs, PCBs, Cd, Cr and Pb	Assess historical vehicle service operations and in ground hoists	Soil: sampled from an area of black discolored sand that contrasted with other soils in the boring Groundwater: Sampled Soil Gas: Not Sampled
	GW: (2.0-7.0)	VOCs, PNAs, and dissolved Cd, Cr and Pb		
PSB-41 (3.5)	Soil: (2.0-3.0)	VOCs, PNAs, PCBs, Cd, Cr and Pb	Assess interior used oil AST area	Soil: A soil sample was collected at a geologic interface. Groundwater: Not Encountered Soil Gas: Not Sampled

Location (feet bgs)	Sample/ Screened Interval Depth (feet bgs)	Analysis	Objectives	Sample Selection (justification)
PSB/TMW-42 (20.0)	Soil: (9.0-10.0)	VOCs, PNAs, PCBs, Cd, Cr and Pb	Assess exterior orphan USTs	Soil: A soil sample was collected at the interval with the highest PID reading (318.7 ppm). Groundwater: Sampled Soil Gas: Not Sampled
	GW: (11.0-16.0)	VOCs, PNAs, and dissolved Cd, Cr and Pb		
PSB-43 (20.0)	Soil: (15.0-16.0)	VOCs, PNAs, PCBs, Cd, Cr and Pb	Assess exterior orphan USTs	Soil: A soil sample was collected at a geologic interface. Groundwater: Not Encountered Soil Gas: Not Sampled

bgs = below ground surface
Pb = Lead

PID = photoionization detector
Cd = Cadmium

ppm = parts per million
Cr = Chromium

1.6 Summary of Geophysical Investigation Activities

On December 18, 2017, PM completed a GPR survey at the subject property (Figure 2) to investigate the potential for orphan USTs and to clear the soil borings of subsurface utilities. At the time of the survey, weather conditions were approximately 40° F and light rain.

The GPR survey was completed using a GSSI® SIR-3000 radar control unit equipped with a 400 megahertz (MHz) antenna. The survey was completed utilizing 2-dimensional scanning methods in a 2 foot surface grid pattern (i.e., in north-south and east-west directions), to a maximum depth of 4.5 feet bgs.

PM encountered the following project specific conditions that limited its ability to assess the subject property:

- Parked vehicles located near the western perimeter of the subject property;
- Interior storage located within the building;
- Operations located within the building;

Three anomalies consistent with an orphan USTs were identified during the GPR survey.

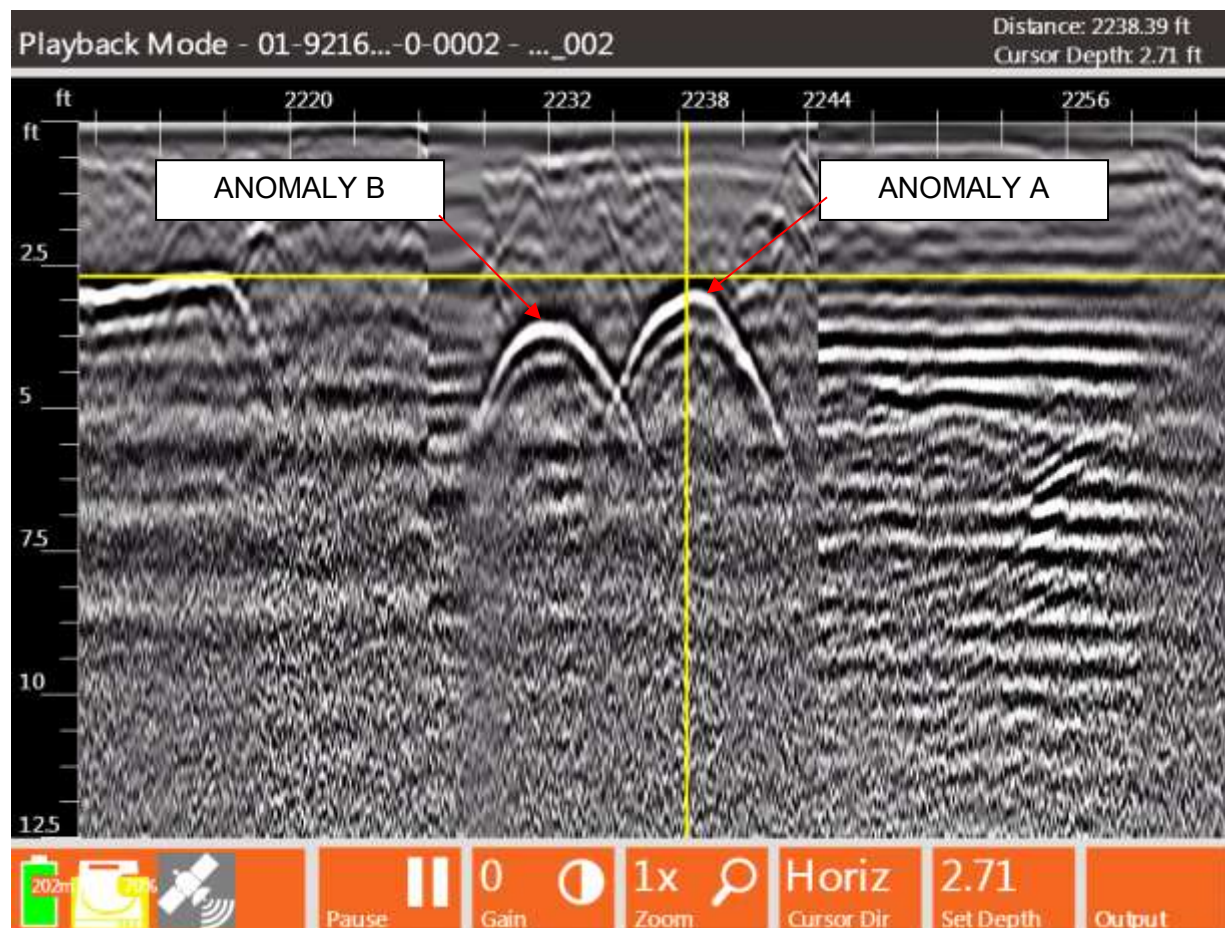
Anomaly A is located west of the subject building. Anomaly A is approximately 15.0 feet in length, 7.0 feet in width, and located approximately 2.5 feet bgs. One shallow hand auger soil boring was advanced to 2.5 feet near the center of the anomaly. Refusal was encountered and a commercial metal detector (schoonstedt) was used to verify that the anomaly was metallic in nature.

Baseline Environmental Assessment of the 600 Block Urban Redevelopment Property
Located at 600-636 E. Michigan Avenue, 117 S. Larch Street,
145-147 S. Larch Street, and 601-637 Barnard Street, Lansing, Michigan
PM Environmental, Inc. Project No. 01-9216-0-0002; February 28, 2018

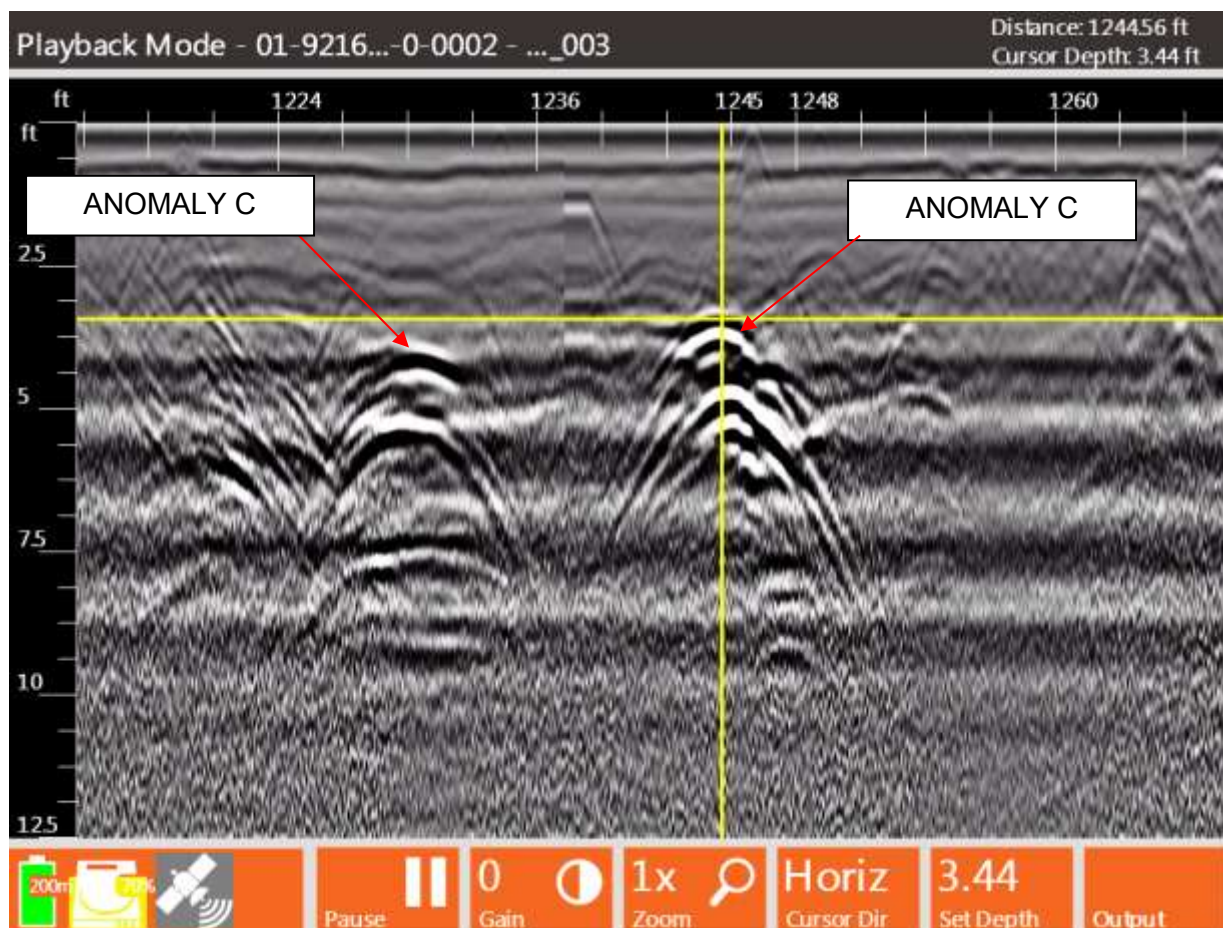
Anomaly B is located west of the subject building. Anomaly B is approximately 15.0 feet in length, 7.0 feet in width, and located approximately 2.75 feet bgs. One shallow hand auger soil boring was advanced to 2.75 feet near the center of the anomaly. Refusal was encountered and a schonstedt was used to verify that the anomaly was metallic in nature.

Anomaly C is located inside of the subject building. Anomaly C is at least 9.0 feet in length, 5.0 feet in width, and located approximately 3.0 feet bgs. One shallow hand auger soil boring was advanced to 2.5 feet near the center of the anomaly. Refusal was encountered and a schonstedt was used to verify that the anomaly was metallic in nature.

The following is an example data set collected from the subject property depicting the anomalies:



Anomaly A and Anomaly B.



Anomaly C at two different angles.

Other anomalies not consistent with USTs (i.e., those consistent with subsurface utilities, rebar, etc.) may have been observed; however, are not included within this report.

As indicated above, the metallic nature of the anomalies was confirmed using a stainless steel hand auger and a Schonstedt metal detector. Anomalies A and B also correlate with two vent pipes identified along the western wall of the 612-614 East Michigan Avenue building, as summarized in the February 2018 Phase I ESA. Therefore, each anomaly (i.e., A through C) is believed to be a previously unknown, orphan UST with approximate capacities ranging from 1,000 gallons to 1,500 gallons.

Subsequent to identification of the orphan USTs, soil borings PSB-8, PSB-42, and PSB-43 were advanced adjacent to each on December 20, 2018 (Section 1.5 and Appendix B) and based on the identification of field screening evidence of a LUST release, the orphan USTs were registered with the Department of Licensing and Regulatory Affairs, Bureau of Fire Services, Storage Tank Division, and a confirmed release reported on December 21, 2018, which is within 24-hours of discovery. UST registration and release reporting was completed under Brogan's Tire and Auto Service, Inc., the current owner of the 612-614 East Michigan Avenue parcel.

The open LUST status of the 612-614 East Michigan Avenue parcel of the subject property indicates that it is a "site," in accordance with Part 213.

1.7 Subsurface Investigations Techniques and QA/QC Procedures

The soil borings were advanced to the desired depth using a direct push model 6712DT Geoprobe® drill rig and/or a stainless steel hand auger. Soil sampling was performed for soil classification, verification of subsurface geologic conditions, and for investigating the potential and/or extent of soil and groundwater contamination at the subject property. Soil samples were generally collected on a continuous basis using a 5-foot macro-core sampler.

Soils collected from discrete sample intervals were screened using a PID to determine if VOCs were present. Soil from specific depths was placed in plastic bags, sealed, and allowed to volatilize. The headspace within each bag was then monitored with the PID. The PID is able to detect trace levels of organic compounds in the air space within the plastic bag. The PID utilizes a 10.6 electron volts (eV) lamp. Soil samples were collected from the soil borings based upon the highest PID reading, visual/olfactory evidence of impact, a change in geology, former/current site feature depths, and/or surficial soil.

Soil samples for VOC analysis were preserved with methanol in accordance with United States Environmental Protection Agency (USEPA) Method 5035 modified.

Temporary monitoring wells were installed for groundwater sample collection in selected soil boring locations. Each consisted of a 5-foot one inch diameter, 0.010-inch slot, schedule 40, PVC screen and a one inch diameter PVC casing, which was lowered into the borehole to intersect the water table. After the screen for the well was set to the desired depth, an artificial sand pack or natural sands were allowed to collapse around the well screen. The groundwater samples for laboratory analyses were transferred directly from the low-flow pump discharge line into appropriately labeled sample containers with Teflon lined lids. Purge water was maintained separate and returned to the well.

The soil and groundwater samples were placed in appropriately labeled containers with Teflon® lined lids and/or sanitized glass jars, then placed in an ice-packed cooler and transported under chain of custody procedures for laboratory analysis within applicable holding times.

The soil vapor sampling was completed in general accordance with the guidelines established in the May 2013 MDEQ Guidance Document for the Vapor Intrusion Pathway, which included the quality assurance/quality control (QA/QC) procedures outlined below.

The soil gas sample were collected utilizing a polyethylene implant that is approximately two inches in length that is affixed to appropriate length tubing for sample collection and inserted into the annulus of the borehole. Upon completion of the borehole, a sampling interval is established by filling the hole with bentonite to the desired lower depth, as needed, inserting the sample implant and tubing, creating a sand pack of no more than one foot with the sampling implant in the center, and filling the remainder of the bore hole with bentonite.

Prior to the collection of each soil gas sample, the sampling apparatus was determined to be leak free utilizing an isolation chamber that encompassed tubing and associated connections as well as the sampling point. The chamber was charged with helium prior to purging the sampling point of a maximum of three volumes. A helium detector was then applied to the sampling line to ensure

no leaks had occurred. The soil gas samples were collected using 1-liter canisters regulated with a flow rate of 200 ml/minute and transported under chain of custody procedures for laboratory analysis within applicable holding times.

The soil, groundwater, and soil gas samples were submitted to Merit Laboratories, Inc. (Merit) in East Lansing, Michigan, for laboratory analysis.

Upon completion of the investigation, temporary monitoring well and soil gas sample materials were removed from the borehole. The soil boring/temporary monitoring well/soil gas sample locations were abandoned by placing the soil cuttings back into the borehole, filling the void with bentonite chips, hydrating the chips, resurfacing and returning the area to its pre-drilling condition.

1.8 Geology and Hydrogeology

Based on review of the current and previous boring logs from PM's December 2017 site investigation, the soil stratigraphy generally consists of up to 10.0 feet of sand underlain by clay with interbedded layers of sand and/or gravelly sand to a depth of at least 30.0 feet bgs, the maximum depth explored. Exceptions include soil boring PSB-2 where only pea gravel was encountered to 10.0 feet bgs; PSB-4 where sand soils were encountered to the maximum explored depth of 20.0 feet bgs; and soil boring PSB-10, PSB-35, and PSB-38, where sand soils were encountered at depths greater than 10.0, 20.0, and 14.0 feet bgs, respectively.

Perched and discontinuous groundwater was encountered at depths between 0.95 and 10.87 feet bgs during the December 2018 site investigation, with a thin lamina of water present immediately under pavement at soil borings PSB-15 and PSB-18, likely as a result of rainy conditions during the time period of the investigation.

2.0 LOCATION OF CONTAMINATED MEDIA ON THE SUBJECT PROPERTY

The analytical results from PM's 2017 investigation were compared with the MDEQ Generic Cleanup Criteria and Screening Levels as presented in Part 201 Rules 299.1 through 299.50, dated December 30, 2013 entitled "Cleanup Criteria Requirements for Response Activity", in accordance with Section 20120a(1) using the Residential and Nonresidential Cleanup Criteria. The analytical results for the groundwater and soil gas samples collected by PM were also compared with the MDEQ Media-Specific Volatilization to Indoor Air Interim Action Screening Levels, which are also known as Recommended Interim Action Screening Levels (RIASLs). A copy of the laboratory analytical reports for PM's December 2017 site investigation are included in Appendix C.

Relevant portions of the previous reports, including sample location maps and analytical summary tables, are also included in Section 10.4 of the February 2018 Phase I ESA (Appendix A).

2.1 Summary of Analytical Results (December 2017)

The sample analytical results and locations for PM's December 2017 site investigation are summarized on PM's Figures 3, 4, and 5 and in Tables 1 through 4.

Summary of Soil, Groundwater, and Soil Gas Analytical Results

Location (feet bgs)	Sample/ Screened Interval Depth (feet bgs)	Analysis	Objectives	Compounds Exceeding the Part 201/213 GCC/RBSLs, and MDEQ RIASLs
PSB/SSG-1 (20.0)	Soil: (6.0-7.0)	Lead and TCLP Pb	Re-asses soil lead concentrations at former (2013) soil boring PSB- 9 location (6.0- 7.0')	Soil: None
	Soil Gas: (5.0)	VOCs		Soil Gas: None
PSB/SG-2 (10.0)	Soil Gas : (4.5)	VOCs	Assess current soil gas concentrations at former (2013) PSG-3 location	Soil Gas: None
PSB/SG-3 (10.0)	Soil Gas: (5.0)	VOCs	Assess current soil gas concentrations at former (2013) PSG-2 location	Soil Gas: None
PSB/TMW/SG-4 (20.0)	Soil: (6.5-7.5)	VOCs and PNAs	Assess potential contaminant migration from the south adjoining property	Soil: None
	GW: (6.0-11.0)	VOCs and PNAs		Groundwater: None
	Soil Gas: (7.1)	VOCs		Soil Gas: None
PSB/SG-5 (20.0)	Soil: (4.0-5.0)	VOCs and PNAs	Assess potential contaminant migration from the south adjoining property	Soil: None
	Soil Gas: (4.5)	VOCs		Soil Gas: None
PSB/TMW/SG-6 (20.0)	Soil: (9.0-10.0)	VOCs, PNAs, and Pb	Assess former gasoline filling operations and potential contaminant migration from the north adjoining former drycleaners	Soil: None
	GW: (8.0-13.0)	VOCs, PNAs, and dissolved Pb		Groundwater: None
	Soil Gas: (4.5)	VOCs		Soil Gas: None

**Baseline Environmental Assessment of the 600 Block Urban Redevelopment Property
 Located at 600-636 E. Michigan Avenue, 117 S. Larch Street,
 145-147 S. Larch Street, and 601-637 Barnard Street, Lansing, Michigan
 PM Environmental, Inc. Project No. 01-9216-0-0002; February 28, 2018**

Location (feet bgs)	Sample/ Screened Interval Depth (feet bgs)	Analysis	Objectives	Compounds Exceeding the Part 201/213 GCC/RBSLs, and MDEQ RIASLs
PSB/TMW-7 (20.0)	Soil: (12.0-13.0)	VOCs, PNAs, PCBs, Cd, Cr, and Pb	Assess former gasoline filling operations	Soil: VOCs – Residential and Nonresidential RIASLs
	GW: (7.0-12.0)	VOCs, PNAs, and dissolved Pb		Groundwater: None
PSB/SG-8 (20.0)	Soil: (11.0-12.0 and 19.0-20.0)	VOCs, PNAs, PCBs, Cd, Cr, and Pb	Assess current/former service operations and interior gasoline UST	Soil: VOCs – Residential and Nonresidential DWP, GSIP, and RIASLs
	Soil Gas: (3.5)	VOCs		Soil Gas: None
PSB-9 (7.0)	Soil: (2.0-3.0)	VOCs, PNAs, PCBs, Cd, Cr, and Pb	Assess current/former service operations	Soil: PNAs - GSIP
PSB/TMW/ SG-10 (20.0)	Soil: (11.0-12.0)	VOCs, PNAs, and Pb	Assess historical gasoline UST	Soil: None
	GW: (7.0-12.0)	VOCs, PNAs, and dissolved Pb		Groundwater: None
	Soil Gas: (9.5)	VOCs		Soil Gas: None
PSB/TMW-11 (5.0)	Soil: 2.0-3.0	VOCs, PNAs, Glycols, and Pb	Assess the former radiator shop operations	Soil: None
	GW: (0.0-5.0)	VOCs, PNAs, Glycols, and dissolved Pb		Groundwater: None
PSB-12 (5.5)	Soil: (3.0-4.0)	VOCs, PNAs, and Pb	Assess former glassworks operations	Soil: None

**Baseline Environmental Assessment of the 600 Block Urban Redevelopment Property
 Located at 600-636 E. Michigan Avenue, 117 S. Larch Street,
 145-147 S. Larch Street, and 601-637 Barnard Street, Lansing, Michigan
 PM Environmental, Inc. Project No. 01-9216-0-0002; February 28, 2018**

Location (feet bgs)	Sample/ Screened Interval Depth (feet bgs)	Analysis	Objectives	Compounds Exceeding the Part 201/213 GCC/RBSLs, and MDEQ RIASLs
PSB/TMW/ SG-13 (5.0)	Soil: (0.0-1.0)	VOCs, PNAs, and Pb	Assess former glassworks operations	Soil: None
	GW: (0.0-5.0)	VOCs, PNAs, and dissolved Pb		Groundwater: None
	Soil Gas: (Sub-slab)	VOCs		Soil Gas: None
PSB/TMW- 14/14R (20.0)	Soil: (0.5-1.5)	VOCs, PNAs, and PCBs	Assess former hydraulic scale house operations	Soil: PNAs – Residential and Nonresidential DC
	GW: (9.0-14.0)	NA (well did not produce)		Groundwater: None
PSB/TMW-15 (15.0)	Soil: (1.0-2.0)	VOCs and PNAs	Assess former fuel oil UST basin	Soil: None
	GW: (0.0-5.0)	VOCs and PNAs		Groundwater: None
PSB/TMW-16 (15.0)	Soil: (0.5-1.5)	MI-10 Metals	Assess former coal yard and rail operations	Soil: None
	GW: (0.0-5.0)	Dissolved MI-10 Metals		Groundwater: None
PSB-17 (15.0)	Soil: (0.5-1.5)	MI-10 Metals	Assess former coal yard and rail operations	Soil: Chromium - Residential and Nonresidential DWP and GSIP
PSB/TMW-18 (15.0)	Soil: (0.5-1.5)	MI-10 Metals	Assess former coal yard and rail operations	Soil: Mercury - GSIP
	GW: (0.0-5.0)	Dissolved MI-10 Metals		Groundwater: Arsenic – Residential and Nonresidential DW and GSI

**Baseline Environmental Assessment of the 600 Block Urban Redevelopment Property
Located at 600-636 E. Michigan Avenue, 117 S. Larch Street,
145-147 S. Larch Street, and 601-637 Barnard Street, Lansing, Michigan
PM Environmental, Inc. Project No. 01-9216-0-0002; February 28, 2018**

Location (feet bgs)	Sample/ Screened Interval Depth (feet bgs)	Analysis	Objectives	Compounds Exceeding the Part 201/213 GCC/RBSLs, and MDEQ RIASLs
PSB/SG-19 (20.0)	Soil: (2.0-3.0)	VOCs, PNAs, PCBs, Cd, Cr and Pb	Assess historical vehicle service operations and in ground hoists	Soil: VOCs and PNAs - Residential and Nonresidential DWP, GSIP and RIASLs; Residential DC
	Soil Gas: (sub-slab)	NA		Soil Gas: None
PSB-20 (20.0)	Soil: (0.0-1.0)	VOCs, PNAs, PCBs, Cd, Cr and Pb	Assess historical vehicle service operations and in ground hoists	Soil: VOCs and PNAs - Residential and Nonresidential DWP and GSIP; Residential DC
PSB-21 (15.0)	Soil: (4.5-5.5)	VOCs, PNAs, PCBs, Cd, Cr and Pb	Assess historical 1,000 gallon used oil UST basin	Soil: None
PSB-22 (20.0)	Soil: (1.0-2.0 and 16.0-17.0)	VOCs, PNAs, PCBs, Cd, Cr and Pb	Assess historical used oil and fuel oil UST basin	Soil: PNAs - Residential and Nonresidential GSIP and DC
PSB/SG-23 (20.0)	Soil: (0.5-1.5)	VOCs, PNAs, PCBs, Cd, Cr and Pb	Assess historical vehicle service operations	Soil: VOCs and PNAs – Residential and Nonresidential DWP, GSIP, and RIASLs
	Soil Gas: (11.0)	VOCs		Soil Gas: None
PSB-24 (15.0)	Soil: (1.0-2.0)	VOCs, PNAs, PCBs, Cd, Cr and Pb	Assess historical vehicle service operations	Soil: None
PSB/SG-25 (20.0)	Soil: (11.0-12.0)	VOCs, PNAs, PCBs, and MI-10 Metals	Assess historical coal yard, petroleum dispensing, and gasoline release area	Soil: Mercury – GSIP
	Soil Gas: (8.5)	VOCs		Soil Gas: None

**Baseline Environmental Assessment of the 600 Block Urban Redevelopment Property
Located at 600-636 E. Michigan Avenue, 117 S. Larch Street,
145-147 S. Larch Street, and 601-637 Barnard Street, Lansing, Michigan
PM Environmental, Inc. Project No. 01-9216-0-0002; February 28, 2018**

Location (feet bgs)	Sample/ Screened Interval Depth (feet bgs)	Analysis	Objectives	Compounds Exceeding the Part 201/213 GCC/RBSLs, and MDEQ RIASLs
PSB/TMW-26 (20.0)	Soil: (3.5-4.5)	VOCs, PNAs, PCBs, and MI-10 Metals	Assess historical coal yard, petroleum dispensing, and gasoline release area	Soil: None
	GW: (4.0-9.0)	VOCs, PNAs, and dissolved MI-10 Metals		Groundwater: VOCs, PNAs and Arsenic - Residential and Nonresidential DW and GSI
PSB/TMW-27 (1567.0)	Soil: (2.5-3.5)	VOCs, PNAs, PCBs, and MI-10 Metals	Assess historical coal yard, petroleum dispensing, and gasoline release area	Soil: VOCs, PNAs, Mercury, and Selenium – Residential and Nonresidential DWP, GSIP, and RIASLs; Residential DC
	GW: (1.0-6.0)	VOCs, PNAs, and dissolved MI-10 Metals		Groundwater: VOCs, PNAs and Arsenic - Residential and Nonresidential DW and GSI, and Residential RIASLs
PSB-28 (20.0)	Soil: (3.0-4.0)	VOCs, PNAs, PCBs, and MI-10 Metals	Assess historical coal yard, petroleum dispensing, and gasoline release area	Soil: VOCs - Residential and Nonresidential GSIP and RIASLs
PSB/TMW/SG- 29 (20.0)	Soil: (2.0-3.0)	VOCs and PNAs	Assess former bulk petroleum storage ASTs	Soil: VOCs, PNAs – GSIP
	GW: (12.0-17.0)	VOCs and PNAs		Groundwater: None
	Soil Gas: (2.5)	VOCs		Soil Gas: None
PSB-30 (20.0)	Soil: (0.5-1.5)	VOCs and PNAs	Assess former bulk petroleum storage ASTs	Soil: VOCs and PNAs – Residential and Nonresidential DWP and GSIP
PSB/SG-31 (20.0)	Soil: (4.0-5.0)	VOCs and PNAs	Assess former bulk petroleum storage ASTs	Soil: VOCs and PNAs – GSIP
	Soil Gas: (4.5)	VOCs		Soil Gas: None
PSB-32 (20.0)	Soil: (2.0-3.0)	VOCs and PNAs	Assess former bulk petroleum storage ASTs and loading rack	Soil: VOCs and PNAs – GSIP

**Baseline Environmental Assessment of the 600 Block Urban Redevelopment Property
 Located at 600-636 E. Michigan Avenue, 117 S. Larch Street,
 145-147 S. Larch Street, and 601-637 Barnard Street, Lansing, Michigan
 PM Environmental, Inc. Project No. 01-9216-0-0002; February 28, 2018**

Location (feet bgs)	Sample/ Screened Interval Depth (feet bgs)	Analysis	Objectives	Compounds Exceeding the Part 201/213 GCC/RBSLs, and MDEQ RIASLs
PSB/TMW/ SG-33 (20.0)	Soil: (12.0-13.0)	VOCs and PNAs	Assess former bulk petroleum storage ASTs	Soil: None
	GW: (14.0-19.0)	VOCs and PNAs		Groundwater: None
	Soil Gas: (1.5)	VOCs		Soil Gas: None
PSB/SG-34 (20.0)	Soil: (1.0-2.0)	VOCs and PNAs	Assess former bulk petroleum storage ASTs	Soil: VOCs – Residential and Nonresidential RIASLs
	Soil Gas: (1.5)	VOCs		Soil Gas: None
PSB/TMW/SG- 35 (20.0)	Soil: (2.0-3.0)	VOCs and PNAs	Assess potential migration from former bulk petroleum operations to the south	Soil: VOCs – GSIP
	GW: (7.0-12.0)	VOCs and PNAs		Groundwater: VOCs - GSI and Residential RIASLs
	Soil Gas: (1.5)	VOCs		Soil Gas: None
PSB/TMW/SG- 36 (15.0)	Soil: (3.0-4.0)	VOCs and PNAs	Assess potential migration from former bulk petroleum operations to the south	Soil: VOCs – Residential and Nonresidential RIASLs; Residential DWP
	GW: (7.0-12.0)	VOCs and PNAs		Groundwater: None
	Soil Gas: (0.5)	VOCs		Soil Gas: None
PSB-37 (20.0)	Soil: (8.0-9.0)	VOCs, PNAs, PCBs, and MI-10 Metals	Assess former residential fill and migration from the north adjoining property	Soil: None
	Soil Gas: (8.5)	VOCs		Soil Gas: None
PSB-38 (30.0)	Soil: (2.0-3.0 and 29.0-30.0)	VOCs, PNAs, PCBs, and MI-10 Metals	Assess former residential fill and migration from the north adjoining parcel	Soil: None
PSB-39 (15.0)	Soil: (2.5-3.5)	VOCs, PNAs, PCBs, and MI-10 Metals	Assess former coal yard and rail operations	Soil: None

Baseline Environmental Assessment of the 600 Block Urban Redevelopment Property
Located at 600-636 E. Michigan Avenue, 117 S. Larch Street,
145-147 S. Larch Street, and 601-637 Barnard Street, Lansing, Michigan
PM Environmental, Inc. Project No. 01-9216-0-0002; February 28, 2018

Location (feet bgs)	Sample/ Screened Interval Depth (feet bgs)	Analysis	Objectives	Compounds Exceeding the Part 201/213 GCC/RBSLs, and MDEQ RIASLs
PSB/TMW-40 (15.0)	Soil: (2.0-3.0)	VOCs, PNAs, PCBs, Cd, Cr and Pb	Assess historical vehicle service operations and in ground hoists	Soil: None
	GW: (2.0-7.0)	VOCs, PNAs, and dissolved Cd, Cr and Pb		Groundwater: None
PSB-41 (3.5)	Soil: (2.0-3.0)	VOCs, PNAs, PCBs, Cd, Cr and Pb	Assess interior used oil AST area	Soil: None
PSB/TMW-42 (20.0)	Soil: (9.0-10.0)	VOCs, PNAs, PCBs, Cd, Cr and Pb	Assess exterior orphan USTs	Soil: VOCs - Residential DWP
	GW: (11.0-16.0)	VOCs, PNAs, and dissolved Cd, Cr and Pb		Groundwater: VOCs and PNAs - Residential and Nonresidential DW and GSI, and RIASLs
PSB-43 (20.0)	Soil: (15.0-16.0)	VOCs, PNAs, PCBs, Cd, Cr and Pb	Assess exterior orphan USTs	Soil: None

DWP – Drinking Water Protection

GSIP – Groundwater Surface Water Interface Protection

DC: Soil Direct Contact

RIASL: Recommended Interim Action Screening Level for Vapor Intrusion

DW: Drinking Water

GSI: Groundwater Surface Water Interface

As summarized above, concentrations of various VOCs and PNAs, and the metals species chromium, mercury, and selenium were identified in soil above the Part 201/213 Residential and Nonresidential DWP, GSIP, and/or DC criteria/RBSLs, and/or the MDEQ Residential and Nonresidential RIASLs.

Concentrations of various VOCs and PNAs, and the metals species arsenic were identified in groundwater above the Part 201/213 Residential; and Nonresidential DW and/or GSI criteria/RBSLs, and/or the MDEQ Residential and Nonresidential RIASLs.

No concentrations of PCBs were identified in any of the soil samples collected from the subject property above the laboratory MDLs. Similarly no concentrations of glycols were identified in soil or groundwater above laboratory MDLs.

No concentrations of VOCs were identified in any of the soil gas samples above MDEQ Residential and Nonresidential RIASLs and/or the USEPA Office of Solid Waste and Emergency

Response (OSWER) Residential screening levels for compounds where MDEQ RIASLs were not available.

2.2 Subject Property Facility/Site/Property Status

A location where a hazardous substance is present in excess of the concentrations, which satisfy the requirements of subsection 20120a(1)(a) or (17), is a facility pursuant to Part 201. Section 20120a(1)(a) requirements are the cleanup criteria for unrestricted residential usage.

As indicated in Sections 1.4 and 2.1, based upon documented exceedances of the Part 201 Residential and Nonresidential GCC and Part 213 Residential and Nonresidential RBSLs, and its status as an open LUST site, the subject property is a facility as defined under Part 201, and a property and a site as defined under Part 213.

3.0 PROPERTY INFORMATION

3.1 Legal Description of Subject Property

A copy of assessing information with the legal descriptions for the parcels comprising the subject property is included in Appendix D.

3.2 Survey Map of Subject Property

A map of the subject property that depicts the property boundaries is included as Figure 2.

3.3 Subject Location and Analytical Summary Maps

Figures 3, 4, and 5 provide scaled maps of the subject property with site structures and soil boring/temporary monitoring well/soil gas sample locations, along with a summary of the soil, groundwater, and soil gas analytical results from PM's December 2017 site investigation activities. The sample locations from previous site investigations are summarized in the contents of Section 10.4 of the February 2018 Phase I ESA (Appendix A).

3.4 Subject Property Location Map

Figure 1 provides a scaled area map depicting the subject property location in relation to the surrounding area. Figure 2 provides a scaled map of the subject property with site features.

3.5 Subject Property Address

As indicated in Section 1.0, The subject property consist of 18 parcels and alleyway totaling approximately 4.0 acres and is located on the east side of South Larch Street and on the south side of East Michigan Avenue in Lansing, Michigan (Figures 1 and 2). Please refer to the summary table included in Section 1.0 for a listing of the subject property's parcel address and identification numbers.

3.6 Subject Spatial Data

The subject property is located in the Township four North (T. 4N), Range two West (R. 2W), Section 16, Lansing, Ingham County, Michigan.

According to the MDEQ GeoWebFace Website, the center of the subject property is located at latitude 42.733198 north and a longitude of -84.544285 west.

4.0 FACILITY STATUS OF SUBJECT PROPERTY

As indicated in Section 2.2 based upon documented exceedances of the Part 201 Residential and Nonresidential GCC and Part 213 Residential and Nonresidential RBSLs, and its status as an open LUST site, the subject property is a facility as defined under Part 201, and a property and a site as defined under Part 213.

4.1 Summary Data Tables

The soil, groundwater, and soil gas analytical results for the soil, groundwater, and soil gas samples collected during PM's December 2017 site investigation are summarized on Tables 1 through 4. The soil and groundwater analytical results from previous site investigations are summarized in Section 1.4 of this BEA and included in Section 10.4 of PM's February 2018 Phase I ESA.

4.2 Laboratory Reports and Chain of Custody Documentation

The laboratory analytical reports and associated laboratory chain of custody documentation for the samples collected during PM's December 2017 site investigation are included in Appendix C. The soil, groundwater, and soil gas samples were submitted to Merit Laboratories, Inc. in East Lansing, Michigan. The laboratory analytical reports associated with previous site investigations are on file with the MDEQ.

5.0 IDENTIFICATION OF BEA AUTHOR

This BEA was conducted on February 28, 2017 by Mr. J. Adam Patton, Manager of Site Investigation Services, PM Environmental, Inc., which is prior to or within 45 days of initial operation. Qualification statements are provided as Appendix E.

I declare that, to the best of my professional knowledge and belief, I meet the definition of *Environmental Professional* as defined in §312.10 of 40 CFR 312 and I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.



J. Adam Patton, CHMM
Manager of Site Investigation Services

6.0 AAI REPORT OR ASTM PHASE I ESA

As indicated in Section 1.3, PM performed a Phase I ESA of the subject property dated February 2, 2018, in conformance with the scope and limitations of ASTM Practice E 1527-13 for the subject property. The scope of the Phase I ESA included consideration of hazardous substances as defined in Section 20101(1)(x) of P.A 451 of 1994, as amended, and constituted the performance of an All Appropriate Inquiry in conformance with the standards and practices set forth in 40 CFR Part 312.

A copy of PM's February 2018 Phase I ESA is included in Appendix A.

7.0 REFERENCES

- Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process, ASTM, ASTM Designation E 1527-13, Published November 2013;
- "Part 201 Cleanup Criteria and Part 213 Risk-Based Screening Levels," Revised December 2013 and in accordance with Section 20120a(1);
- MDEQ Operational Memorandum No. 2 "Sampling and Analysis," October 22, 2004, Revised July 5, 2007;
- MDEQ Guidance Document For The Vapor Intrusion Pathway, Policy and Procedure Number: 09-017, Appendix D Vapor Intrusion Screening Values, May 2013 (with the exception of the rescinded portions (June 2017) Appendix B.3 and Appendix D;
- MDEQ Media-Specific Volatilization to Indoor Air Interim Action Screening Levels, dated August 2017;
- MDEQ Baseline Environmental Assessment Submittal Form (EQP 4025), dated July 2017;
- Phase I ESA, PM, February 2, 2018.

Tables

Table 1: Eligible Activities Cost Estimates

Item/Activity	Total Request	MSF Act 381 Eligible Activities	MDEQ Act 381 Eligible Activities
Pre-Approved Activities			
Phase I ESA	\$ 6,000		\$ 6,000
Phase II ESA/BEA/DDCC	\$ 46,685		\$ 46,685
Hazardous Materials Survey	\$ 21,680		\$ 21,680
Pre-Approved Activities Sub-Total	\$ 74,365	\$ -	\$ 74,365
Department Specific Activities			
Contaminated Soil Transport and Disposal	\$ 479,100		\$ 479,100
Utility Migration Barriers	\$ 22,500		\$ 22,500
Utility Gasketing	\$ 25,000		\$ 25,000
Hazardous Materials Removal and Disposal	\$ 25,000		\$ 25,000
Oversight, Sampling and Reporting by Environmental Professional	\$ 135,150		\$ 135,150
Department Specific Activities Sub-Total	\$ 686,750	\$ -	\$ 686,750
Demolition			
Removal of Underground Storage Tanks	\$ 50,000		\$ 50,000
Removal of Hoists	\$ 10,500		\$ 10,500
Demolition Sub-Total	\$ 60,500	\$ -	\$ 60,500
Asbestos and Lead Activities			
Asbestos Abatement, Oversight, Air Monitoring and Reporting	\$ 100,000		\$ 100,000
Asbestos and Lead Activities Sub-Total	\$ 100,000	\$ -	\$ 100,000
Infrastructure Improvements			
Urban Storm Water Management System	\$ 255,784	\$ 255,784	
Bioswales	\$ 136,838	\$ 136,838	
Green Roof	\$ 72,250	\$ 72,250	
Gas Main	\$ 109,470	\$ 109,470	
Curbs and Gutters	\$ 87,029	\$ 87,029	
Side Walk Improvements	\$ 114,944	\$ 114,944	
Public Lighting	\$ 68,966	\$ 68,966	
Landscaping in ROW	\$ 132,459	\$ 132,459	
Professional Fees Related to Geotechnical, Engineering & Design Work Directly Related to Infrastructure Activities	\$ 50,000	\$ 50,000	
Infrastructure Improvements Sub-Total	\$ 1,027,739	\$ 1,027,739	\$ -
Site Preparation			
Temporary Construction Access	\$ 3,831	\$ 3,831	
Temporary Traffic Control	\$ 8,210	\$ 8,210	
Temporary Erosion Control	\$ 8,210	\$ 8,210	
Temporary Site Control (fencing, gates, signage and/or lighting)	\$ 49,262	\$ 49,262	
Temporary Facility	\$ 17,242	\$ 17,242	
Grading/Land Balancing & Cut/Fill Operations	\$ 482,763	\$ 482,763	
Relocation of Active Utilities - Water & Sanitary	\$ 58,019	\$ 58,019	
Relocation of Active Utility - Electric	\$ 180,626	\$ 180,626	
Staking	\$ 49,262	\$ 49,262	
Geotechnical Survey	\$ 10,947	\$ 10,947	
Foundation Work to Address Special Soil Concerns	\$ 232,624	\$ 232,624	
Retaining Walls	\$ 618,506	\$ 618,506	
Professional Fees Related to Geotechnical, Engineering & Design Work Directly Related to Site Preparation Activities	\$ 50,000	\$ 50,000	
Site Preparation Sub-Total	\$ 1,769,500	\$ 1,769,500	\$ -
Brownfield Plan and Act 381 Workplan			
Brownfield Plan and Act 381 Work Plan Preparation	\$ 30,000	\$ 15,000	\$ 15,000
Brownfield Pan and Act 381 Work Plan Implementation	\$ 30,000	\$ 15,000	\$ 15,000
Brownfield Plan and Act 381 Workplan Sub-Total	\$ 60,000	\$ 30,000	\$ 30,000
Eligible Activities Sub-Total	\$ 3,778,854	\$ 2,827,239	\$ 951,615
15% Contingency*	\$ 546,673	\$ 419,586	\$ 127,088
Developer Eligible Reimbursement Sub-Total	\$ 4,325,527	\$ 3,246,825	\$ 1,078,703
Interest**	\$ 6,106,645	\$ 5,050,885	\$ 1,055,760
Developer Eligible Reimbursement Total	\$ 10,432,172	\$ 8,297,710	\$ 2,134,462
TIF Capture for Local Brownfield Revolving Fund	\$ 398,274		
LBRA Administrative Fee	\$ 398,274		
State Brownfield Fund	\$ 442,900		
Total	\$ 11,671,620	\$ 8,297,710	\$ 2,134,462

*15% Contingency excludes preparation of Brownfield Plan/381 Work Plan and Pre-Approved Activities

**Interest is calculated at 5%, with the exception of activities that are anticipated to be funded by the MDEQ Loan at a 1.5% interest rate, with 5 years interest fee/payment free

Table 2 Tax Increment Revenue Estimates																			
Capital City Market September 27, 2018																			
Estimated Taxable Value (TV) Increase Rate:		1% per year																	
	Plan Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
	Calendar Year	2018	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
	Base Taxable Value	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438
	Estimated New TV		\$ 5,685,236	\$ 5,742,088	\$ 5,799,509	\$ 5,857,504	\$ 5,916,079	\$ 5,975,240	\$ 6,034,993	\$ 6,095,343	\$ 6,156,296	\$ 6,217,859	\$ 6,280,037	\$ 6,342,838	\$ 6,406,266	\$ 6,470,329	\$ 6,535,032	\$ 6,600,382	\$ 6,666,386
	Incremental Difference (New TV - Base TV)		\$ 5,167,798	\$ 5,224,650	\$ 5,282,071	\$ 5,340,066	\$ 5,398,641	\$ 5,457,802	\$ 5,517,555	\$ 5,577,905	\$ 5,638,858	\$ 5,700,421	\$ 5,762,599	\$ 5,825,400	\$ 5,888,828	\$ 5,952,891	\$ 6,017,594	\$ 6,082,944	\$ 6,148,948
School Capture	Millage Rate																		
State Education Tax (SET)	6.0000	\$ 3,105	\$ 31,007	\$ 31,348	\$ 31,692	\$ 32,040	\$ 32,392	\$ 32,747	\$ 33,105	\$ 33,467	\$ 33,833	\$ 34,203	\$ 34,576	\$ 34,952	\$ 35,333	\$ 35,717	\$ 36,106	\$ 36,498	\$ 36,894
School Operating Tax	18.0000	\$ 9,314	\$ 93,020	\$ 94,044	\$ 95,077	\$ 96,121	\$ 97,176	\$ 98,240	\$ 99,316	\$ 100,402	\$ 101,499	\$ 102,608	\$ 103,727	\$ 104,857	\$ 105,999	\$ 107,152	\$ 108,317	\$ 109,493	\$ 110,681
School Total	24.0000	\$ 12,419	\$ 124,027	\$ 125,392	\$ 126,770	\$ 128,162	\$ 129,567	\$ 130,987	\$ 132,421	\$ 133,870	\$ 135,333	\$ 136,810	\$ 138,302	\$ 139,810	\$ 141,332	\$ 142,869	\$ 144,422	\$ 145,991	\$ 147,575
Local Capture	Millage Rate																		
Lansing Oper	19.4400	\$ 10,059	\$ 100,462	\$ 101,567	\$ 102,683	\$ 103,811	\$ 104,950	\$ 106,100	\$ 107,261	\$ 108,434	\$ 109,619	\$ 110,816	\$ 112,025	\$ 113,246	\$ 114,479	\$ 115,724	\$ 116,982	\$ 118,252	\$ 119,536
Lans Com College	3.8072	\$ 1,970	\$ 19,675	\$ 19,891	\$ 20,110	\$ 20,331	\$ 20,554	\$ 20,779	\$ 21,006	\$ 21,236	\$ 21,468	\$ 21,703	\$ 21,939	\$ 22,178	\$ 22,420	\$ 22,664	\$ 22,910	\$ 23,159	\$ 23,410
Ingham Intermed	4.7062	\$ 2,435	\$ 24,321	\$ 24,588	\$ 24,858	\$ 25,131	\$ 25,407	\$ 25,686	\$ 25,967	\$ 26,251	\$ 26,538	\$ 26,827	\$ 27,120	\$ 27,415	\$ 27,714	\$ 28,015	\$ 28,320	\$ 28,628	\$ 28,938
Ingham Cnty Sum	6.8000	\$ 3,519	\$ 35,141	\$ 35,528	\$ 35,918	\$ 36,312	\$ 36,711	\$ 37,113	\$ 37,519	\$ 37,930	\$ 38,344	\$ 38,763	\$ 39,186	\$ 39,613	\$ 40,044	\$ 40,480	\$ 40,920	\$ 41,364	\$ 41,813
Ingham County	3.2800	\$ 1,697	\$ 16,950	\$ 17,137	\$ 17,325	\$ 17,515	\$ 17,708	\$ 17,902	\$ 18,098	\$ 18,296	\$ 18,495	\$ 18,697	\$ 18,901	\$ 19,107	\$ 19,315	\$ 19,525	\$ 19,738	\$ 19,952	\$ 20,169
Airport Auth	0.6990	\$ 362	\$ 3,612	\$ 3,652	\$ 3,692	\$ 3,733	\$ 3,774	\$ 3,815	\$ 3,857	\$ 3,899	\$ 3,942	\$ 3,985	\$ 4,028	\$ 4,072	\$ 4,116	\$ 4,161	\$ 4,206	\$ 4,252	\$ 4,298
CATA	3.0070	\$ 1,556	\$ 15,540	\$ 15,711	\$ 15,883	\$ 16,058	\$ 16,234	\$ 16,412	\$ 16,591	\$ 16,773	\$ 16,956	\$ 17,141	\$ 17,328	\$ 17,517	\$ 17,708	\$ 17,900	\$ 18,095	\$ 18,291	\$ 18,490
CADL-Library	1.5600	\$ 807	\$ 8,062	\$ 8,150	\$ 8,240	\$ 8,331	\$ 8,422	\$ 8,514	\$ 8,607	\$ 8,702	\$ 8,797	\$ 8,893	\$ 8,990	\$ 9,088	\$ 9,187	\$ 9,287	\$ 9,387	\$ 9,489	\$ 9,592
Zoo Millage	0.4100	\$ 212	\$ 2,119	\$ 2,142	\$ 2,166	\$ 2,189	\$ 2,213	\$ 2,238	\$ 2,262	\$ 2,287	\$ 2,312	\$ 2,337	\$ 2,363	\$ 2,388	\$ 2,414	\$ 2,441	\$ 2,467	\$ 2,494	\$ 2,521
Local Total	43.7094	\$ 22,617	\$ 225,881	\$ 228,366	\$ 230,876	\$ 233,411	\$ 235,971	\$ 238,557	\$ 241,169	\$ 243,807	\$ 246,471	\$ 249,162	\$ 251,880	\$ 254,625	\$ 257,397	\$ 260,197	\$ 263,025	\$ 265,882	\$ 268,767
Non-Capturable Millages	Millage Rate																		
Lansing Debt	0.2600	\$ 135	\$ 1,344	\$ 1,358	\$ 1,373	\$ 1,388	\$ 1,404	\$ 1,419	\$ 1,435	\$ 1,450	\$ 1,466	\$ 1,482	\$ 1,498	\$ 1,515	\$ 1,531	\$ 1,548	\$ 1,565	\$ 1,582	\$ 1,599
Lansing Sch Debt	4.6000	\$ 2,380	\$ 23,772	\$ 24,033	\$ 24,298	\$ 24,564	\$ 24,834	\$ 25,106	\$ 25,381	\$ 25,658	\$ 25,939	\$ 26,222	\$ 26,508	\$ 26,797	\$ 27,089	\$ 27,383	\$ 27,681	\$ 27,982	\$ 28,285
Total Non-Capturable Taxes	4.8600	\$ 2,515	\$ 25,115	\$ 25,392	\$ 25,671	\$ 25,953	\$ 26,237	\$ 26,525	\$ 26,815	\$ 27,109	\$ 27,405	\$ 27,704	\$ 28,006	\$ 28,311	\$ 28,620	\$ 28,931	\$ 29,246	\$ 29,563	\$ 29,884
Total Capturable Millages	67.7094																		
Total Tax Increment Revenue (TIR) Available for Capture			\$ 349,909	\$ 353,758	\$ 357,646	\$ 361,573	\$ 365,539	\$ 369,545	\$ 373,590	\$ 377,677	\$ 381,804	\$ 385,972	\$ 390,182	\$ 394,434	\$ 398,729	\$ 403,067	\$ 407,448	\$ 411,873	\$ 416,342

Table 2 Tax Increment Revenue Estimates
Capital City Market
September 27, 2018

Estimated Taxable Value (TV) Increase Rate:

Plan Year	18	19	20	21	22	23	24	25	26	27	28	29	30	TOTAL
Calendar Year	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	
Base Taxable Value	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438	\$ 517,438	\$ -
Estimated New TV	\$ 6,733,050	\$ 6,800,381	\$ 6,868,384	\$ 6,937,068	\$ 7,006,439	\$ 7,076,503	\$ 7,147,268	\$ 7,218,741	\$ 7,290,929	\$ 7,363,838	\$ 7,437,476	\$ 7,511,851	\$ 7,586,969	\$ -
Incremental Difference (New TV - Base TV)	\$ 6,215,612	\$ 6,282,943	\$ 6,350,946	\$ 6,419,630	\$ 6,489,001	\$ 6,559,065	\$ 6,629,830	\$ 6,701,303	\$ 6,773,491	\$ 6,846,400	\$ 6,920,038	\$ 6,994,413	\$ 7,069,531	\$ -

School Capture	Millage Rate																
State Education Tax (SET)	6.0000	\$	37,294	\$	37,698	\$	38,106	\$	38,518	\$	38,934	\$	39,354	\$	39,779	\$	40,208
School Operating Tax	18.0000	\$	111,881	\$	113,093	\$	114,317	\$	115,553	\$	116,802	\$	118,063	\$	119,337	\$	120,623
School Total	24.0000	\$	149,175	\$	150,791	\$	152,423	\$	154,071	\$	155,736	\$	157,418	\$	159,116	\$	160,831

Local Capture	Millage Rate																
Lansing Oper	19.4400	\$	120,832	\$	122,140	\$	123,462	\$	124,798	\$	126,146	\$	127,508	\$	128,884	\$	130,273
Lans Com College	3.8072	\$	23,664	\$	23,920	\$	24,179	\$	24,441	\$	24,705	\$	24,972	\$	25,241	\$	25,513
Ingham Intermed	4.7062	\$	29,252	\$	29,569	\$	29,889	\$	30,212	\$	30,539	\$	30,868	\$	31,201	\$	31,538
Ingham Cnty Sum	6.8000	\$	42,266	\$	42,724	\$	43,186	\$	43,653	\$	44,125	\$	44,602	\$	45,083	\$	45,569
Ingham County	3.2800	\$	20,387	\$	20,608	\$	20,831	\$	21,056	\$	21,284	\$	21,514	\$	21,746	\$	21,980
Airport Auth	0.6990	\$	4,345	\$	4,392	\$	4,439	\$	4,487	\$	4,536	\$	4,585	\$	4,634	\$	4,684
CATA	3.0070	\$	18,690	\$	18,893	\$	19,097	\$	19,304	\$	19,512	\$	19,723	\$	19,936	\$	20,151
CADL-Library	1.5600	\$	9,696	\$	9,801	\$	9,907	\$	10,015	\$	10,123	\$	10,232	\$	10,343	\$	10,454
Zoo Millage	0.4100	\$	2,548	\$	2,576	\$	2,604	\$	2,632	\$	2,660	\$	2,689	\$	2,718	\$	2,748
Local Total	43.7094	\$	271,681	\$	274,624	\$	277,596	\$	280,598	\$	283,630	\$	286,693	\$	289,786	\$	292,910

Non-Capturable Millages	Millage Rate																
Lansing Debt	0.2600	\$	1,616	\$	1,634	\$	1,651	\$	1,669	\$	1,687	\$	1,705	\$	1,724	\$	1,742
Lansing Sch Debt	4.6000	\$	28,592	\$	28,902	\$	29,214	\$	29,530	\$	29,849	\$	30,172	\$	30,497	\$	30,826
Total Non-Capturable Taxes	4.8600	\$	30,208	\$	30,535	\$	30,866	\$	31,199	\$	31,537	\$	31,877	\$	32,221	\$	32,568

Total Capturable Millages		67.7094																										
Total Tax Increment Revenue (TIR) Available for Capture		\$	420,855	\$	425,414	\$	430,019	\$	434,669	\$	439,366	\$	444,110	\$	448,902	\$	453,741	\$	458,629	\$	463,566	\$	468,552	\$	473,588	\$	478,674	

Tax Increment Revenue Reimbursement Estimates - Table 3
Capital City Market

Developer Maximum Reimbursement	Total Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	35.45%	\$ 3,493,423	\$ -	\$ 3,493,423
Local	64.55%	\$ 6,372,382	\$ -	\$ 6,372,382
TOTAL	100.00%	\$ 9,865,805		\$ 9,865,805
MDEQ	20.46%	\$ 2,134,462	\$ -	\$ 2,134,462
MSF	79.54%	\$ 8,297,710	\$ -	\$ 8,297,710
TOTAL	100.00%	\$ 10,432,172		\$ 10,432,172

Estimated Total
Years of Plan: 30

Estimated Capture	
Administrative Fees	\$ 398,274
State Revolving Fund	\$ 442,900
LBRF	\$ 398,274

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Total State Incremental Revenue	\$ 124,027	\$ 125,392	\$ 126,770	\$ 128,162	\$ 129,567	\$ 130,987	\$ 132,421	\$ 133,870	\$ 135,333	\$ 136,810	\$ 138,302	\$ 139,810	\$ 141,332	\$ 142,869	\$ 144,422	\$ 145,991
State Brownfield Revolving Fund (3 mills of SET)	\$ 15,503	\$ 15,674	\$ 15,846	\$ 16,020	\$ 16,196	\$ 16,373	\$ 16,553	\$ 16,734	\$ 16,917	\$ 17,101	\$ 17,288	\$ 17,476	\$ 17,666	\$ 17,859	\$ 18,053	\$ 18,249
State Tax Increment to Taxing Unit (10%) ("Pass-Through")	\$ 12,403	\$ 12,539	\$ 12,677	\$ 12,816	\$ 12,957	\$ 13,099	\$ 13,242	\$ 13,387	\$ 13,533	\$ 13,681	\$ 13,830	\$ 13,981	\$ 14,133	\$ 14,287	\$ 14,442	\$ 14,599
State TIR Available for Reimbursement	\$ 96,121	\$ 97,178	\$ 98,247	\$ 99,325	\$ 100,415	\$ 101,515	\$ 102,627	\$ 103,749	\$ 104,883	\$ 106,028	\$ 107,184	\$ 108,352	\$ 109,532	\$ 110,724	\$ 111,927	\$ 113,143
Total Local Incremental Revenue	\$ 225,881	\$ 228,366	\$ 230,876	\$ 233,411	\$ 235,971	\$ 238,557	\$ 241,169	\$ 243,807	\$ 246,471	\$ 249,162	\$ 251,880	\$ 254,625	\$ 257,397	\$ 260,197	\$ 263,025	\$ 265,882
BRA Administrative Fee (5% of available Local TIR)	\$ 11,294	\$ 11,418	\$ 11,544	\$ 11,671	\$ 11,799	\$ 11,928	\$ 12,058	\$ 12,190	\$ 12,324	\$ 12,458	\$ 12,594	\$ 12,731	\$ 12,870	\$ 13,010	\$ 13,151	\$ 13,294
Local Brownfield Revolving Fund (LBRF) (5% of available Local TIR)	\$ 11,294	\$ 11,418	\$ 11,544	\$ 11,671	\$ 11,799	\$ 11,928	\$ 12,058	\$ 12,190	\$ 12,324	\$ 12,458	\$ 12,594	\$ 12,731	\$ 12,870	\$ 13,010	\$ 13,151	\$ 13,294
Local Tax Increment to Taxing Unit (10%) ("Pass Through")	\$ 22,588	\$ 22,837	\$ 23,088	\$ 23,341	\$ 23,597	\$ 23,856	\$ 24,117	\$ 24,381	\$ 24,647	\$ 24,916	\$ 25,188	\$ 25,462	\$ 25,740	\$ 26,020	\$ 26,303	\$ 26,588
Local TIR Available for Reimbursement	\$ 180,705	\$ 182,693	\$ 184,701	\$ 186,729	\$ 188,777	\$ 190,846	\$ 192,935	\$ 195,045	\$ 197,177	\$ 199,330	\$ 201,504	\$ 203,700	\$ 205,918	\$ 208,158	\$ 210,420	\$ 212,705

Total State & Local TIR Available	\$ 276,826	\$ 279,872	\$ 282,947	\$ 286,054	\$ 289,192	\$ 292,361	\$ 295,562	\$ 298,795	\$ 302,060	\$ 305,357	\$ 308,688	\$ 312,052	\$ 315,450	\$ 318,882	\$ 322,348	\$ 325,848
-----------------------------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------

DEVELOPER	Beginning Balance																	
	DEVELOPER Reimbursement Balance	\$ 10,432,172	\$ 10,155,346	\$ 9,875,474	\$ 9,592,527	\$ 9,306,473	\$ 9,017,281	\$ 8,724,920	\$ 8,429,358	\$ 8,130,564	\$ 7,828,504	\$ 7,523,147	\$ 7,214,459	\$ 6,902,406	\$ 6,586,957	\$ 6,268,075	\$ 5,945,727	\$ 5,619,879

MSF Non-Environmental Costs	\$ 8,297,710																
Eligible Activities Reimbursement	\$ 3,246,825																
State Tax Reimbursement		\$ 76,454	\$ 77,295	\$ 78,145	\$ 79,003	\$ 79,869	\$ 80,745	\$ 81,629	\$ 82,522	\$ 83,423	\$ 84,334	\$ 85,254	\$ 86,183	\$ 87,121	\$ 88,069	\$ 809	
Local Tax Reimbursement		\$ 143,732	\$ 145,313	\$ 146,910	\$ 148,523	\$ 150,153	\$ 151,798	\$ 153,460	\$ 155,138	\$ 156,834	\$ 158,546	\$ 160,275	\$ 162,022	\$ 163,786	\$ 99,477	\$ -	
Eligible Activities Reimbursement Balance		\$ 3,026,638	\$ 2,804,030	\$ 2,578,974	\$ 2,351,448	\$ 2,121,426	\$ 1,888,883	\$ 1,653,794	\$ 1,416,134	\$ 1,175,877	\$ 932,997	\$ 687,468	\$ 439,263	\$ 188,355	\$ 809	\$ -	
Interest Reimbursement	\$ 5,050,885																
State Tax Reimbursement		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 88,218	\$ 89,993
Local Tax Reimbursement		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 66,091	\$ 167,368	\$ 169,185
Interest Reimbursement Balance		\$ 5,050,885	\$ 5,050,885	\$ 5,050,885	\$ 5,050,885	\$ 5,050,885	\$ 5,050,885	\$ 5,050,885	\$ 5,050,885	\$ 5,050,885	\$ 5,050,885	\$ 5,050,885	\$ 5,050,885	\$ 5,050,885	\$ 4,984,794	\$ 4,729,209	\$ 4,470,030
Total MSF Reimbursement Balance		\$ 8,077,524	\$ 7,854,915	\$ 7,629,859	\$ 7,402,333	\$ 7,172,311	\$ 6,939,768	\$ 6,704,680	\$ 6,467,020	\$ 6,226,762	\$ 5,983,882	\$ 5,738,353	\$ 5,490,148	\$ 5,239,240	\$ 4,985,603	\$ 4,729,209	\$ 4,470,030

MDEQ Environmental Costs	\$ 2,134,462																
Eligible Activities Reimbursement	\$ 1,078,703																
State Tax Reimbursement		\$ 19,667	\$ 19,883	\$ 20,102	\$ 20,322	\$ 20,545	\$ 20,770	\$ 20,998	\$ 21,227	\$ 21,459	\$ 21,694	\$ 21,930	\$ 22,169	\$ 22,411	\$ 22,655	\$ 22,901	\$ 23,149
Local Tax Reimbursement		\$ 36,973	\$ 37,380	\$ 37,791	\$ 38,205	\$ 38,625	\$ 39,048	\$ 39,475	\$ 39,907	\$ 40,343	\$ 40,784	\$ 41,228	\$ 41,678	\$ 42,132	\$ 42,590	\$ 43,053	\$ 43,520
Eligible Activities Reimbursement Balance		\$ 1,022,063	\$ 964,800	\$ 906,908	\$ 848,380	\$ 789,210	\$ 729,392	\$ 668,919	\$ 607,785	\$ 545,982	\$ 483,505	\$ 420,346	\$ 356,499	\$ 291,957	\$ 226,712	\$ 160,759	\$ 94,089
Interest Reimbursement	\$ 1,055,760																
State Tax Reimbursement		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Reimbursement Balance		\$ 1,055,760	\$ 1,055,760	\$ 1,055,760	\$ 1,055,760	\$ 1,055,760	\$ 1,055,760	\$ 1,055,760	\$ 1,055,760	\$ 1,055,760	\$ 1,055,760	\$ 1,055,760	\$ 1,055,760	\$ 1,055,760	\$ 1,055,760	\$ 1,055,760	\$ 1,055,760
Total MDEQ Reimbursement Balance		\$ 2,077,822	\$ 2,020,560	\$ 1,962,668	\$ 1,904,140	\$ 1,844,970	\$ 1,785,152	\$ 1,724,679	\$ 1,663,544	\$ 1,601,742	\$ 1,539,264	\$ 1,476,106	\$ 1,412,259	\$ 1,347,716	\$ 1,282,472	\$ 1,216,518	\$ 1,149,849

Total Annual Developer Reimbursement		\$ 276,826	\$ 279,872	\$ 282,947	\$ 286,054	\$ 289,192	\$ 292,361	\$ 295,562	\$ 298,795	\$ 302,060	\$ 305,357	\$ 308,688	\$ 312,052	\$ 315,450	\$ 318,882	\$ 322,348	\$ 325,848
--------------------------------------	--	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------

Tax Increment Revenue Reimbursement Estimates - Table 3
Capital City Market

	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	TOTAL
Total State Incremental Revenue	\$ 147,575	\$ 149,175	\$ 150,791	\$ 152,423	\$ 154,071	\$ 155,736	\$ 157,418	\$ 159,116	\$ 160,831	\$ 162,564	\$ 164,314	\$ 166,081	\$ 167,866	\$ 169,669	\$ 4,373,692
State Brownfield Revolving Fund (3 mills of SET)	\$ 18,447	\$ 18,647	\$ 18,849	\$ 19,053	\$ 19,259	\$ 19,467	\$ 19,677	\$ 19,889	\$ 20,104						\$ 442,900
State Tax Increment to Taxing Unit (10%) ("Pas:	\$ 14,757	\$ 14,917	\$ 15,079	\$ 15,242	\$ 15,407	\$ 15,574	\$ 15,742	\$ 15,912	\$ 16,083	\$ 16,256	\$ 16,431	\$ 16,608	\$ 16,787	\$ 16,967	\$ 437,369
State TIR Available for Reimbursement	\$ 114,370	\$ 115,610	\$ 116,863	\$ 118,128	\$ 119,405	\$ 120,695	\$ 121,999	\$ 123,315	\$ 124,644	\$ 146,307	\$ 147,882	\$ 149,473	\$ 151,079	\$ 152,702	\$ 3,493,423
Total Local Incremental Revenue	\$ 268,767	\$ 271,681	\$ 274,624	\$ 277,596	\$ 280,598	\$ 283,630	\$ 286,693	\$ 289,786	\$ 292,910	\$ 296,065	\$ 299,252	\$ 302,471	\$ 305,722	\$ 309,005	\$ 7,965,478
BRA Administrative Fee (5% of available Local T	\$ 13,438	\$ 13,584	\$ 13,731	\$ 13,880	\$ 14,030	\$ 14,182	\$ 14,335	\$ 14,489	\$ 14,645	\$ 14,803	\$ 14,963	\$ 15,124	\$ 15,286	\$ 15,450	\$ 398,274
Local Brownfield Revolving Fund (LBRF) (5% of	\$ 13,438	\$ 13,584	\$ 13,731	\$ 13,880	\$ 14,030	\$ 14,182	\$ 14,335	\$ 14,489	\$ 14,645	\$ 14,803	\$ 14,963	\$ 15,124	\$ 15,286	\$ 15,450	\$ 398,274
Local Tax Increment to Taxing Unit (10%) ("Pas:	\$ 26,877	\$ 27,168	\$ 27,462	\$ 27,760	\$ 28,060	\$ 28,363	\$ 28,669	\$ 28,979	\$ 29,291	\$ 29,607	\$ 29,925	\$ 30,247	\$ 30,572	\$ 30,900	\$ 796,548
Local TIR Available for Reimbursement	\$ 215,013	\$ 217,345	\$ 219,699	\$ 222,077	\$ 224,479	\$ 226,904	\$ 229,354	\$ 231,829	\$ 234,328	\$ 236,852	\$ 239,402	\$ 241,977	\$ 244,577	\$ 247,204	\$ 6,372,382
Total State & Local TIR Available	\$ 329,384	\$ 332,955	\$ 336,562	\$ 340,204	\$ 343,884	\$ 347,600	\$ 351,353	\$ 355,144	\$ 358,972	\$ 383,160	\$ 387,284	\$ 391,449	\$ 395,657	\$ 399,906	\$ 9,865,805

DEVELOPER

[illegible]

MSF Non-Environmental Costs																														
Eligible Activities Reimbursement																														
State Tax Reimbursement																\$	1,150,856													
Local Tax Reimbursement																\$	2,095,968													
Eligible Activities Reimbursement Balance																														
Interest Reimbursement																														
State Tax Reimbursement	\$	90,970	\$	91,956	\$	92,952	\$	93,958	\$	94,974	\$	96,001	\$	97,037	\$	98,084	\$	99,142	\$	116,372	\$	117,625	\$	118,890	\$	120,168	\$	121,458	\$	1,627,799
Local Tax Reimbursement	\$	171,021	\$	172,875	\$	174,748	\$	176,639	\$	178,549	\$	180,479	\$	182,427	\$	184,396	\$	186,384	\$	188,391	\$	190,419	\$	192,467	\$	194,536	\$	196,625	\$	2,972,600
Interest Reimbursement Balance	\$	4,208,040	\$	3,943,209	\$	3,675,509	\$	3,404,911	\$	3,131,388	\$	2,854,908	\$	2,575,443	\$	2,292,964	\$	2,007,439	\$	1,702,675	\$	1,394,631	\$	1,083,273	\$	768,570	\$	450,486		
Total MSF Reimbursement Balance	\$	4,208,040	\$	3,943,209	\$	3,675,509	\$	3,404,911	\$	3,131,388	\$	2,854,908	\$	2,575,443	\$	2,292,964	\$	2,007,439	\$	1,702,675	\$	1,394,631	\$	1,083,273	\$	768,570	\$	450,486		

MDEQ Environmental Costs																	
Eligible Activities Reimbursement																	
State Tax Reimbursement	\$ 23,401	\$ 17,069															\$ 382,352
Local Tax Reimbursement	\$ 43,993	\$ 9,627															\$ 696,350
Eligible Activities Reimbursement Balance	\$ 26,696	\$ -															
Interest Reimbursement																	
State Tax Reimbursement	\$ -	\$ 6,585	\$ 23,911	\$ 24,169	\$ 24,431	\$ 24,695	\$ 24,961	\$ 25,231	\$ 25,503	\$ 29,935	\$ 30,257	\$ 30,583	\$ 30,911	\$ 31,243	\$ 31,575	\$ 31,907	\$ 332,415
Local Tax Reimbursement	\$ -	\$ 34,842	\$ 44,951	\$ 45,438	\$ 45,929	\$ 46,425	\$ 46,927	\$ 47,433	\$ 47,944	\$ 48,461	\$ 48,982	\$ 49,509	\$ 50,041	\$ 50,579	\$ 51,117	\$ 51,655	\$ 607,463
Interest Reimbursement Balance	\$ 1,055,760	\$ 1,014,332	\$ 945,470	\$ 875,863	\$ 805,503	\$ 734,383	\$ 662,495	\$ 589,831	\$ 516,384	\$ 437,988	\$ 358,748	\$ 278,656	\$ 197,703	\$ 115,881	\$ 30,000	\$ 15,000	\$ 10,000
Total MDEQ Reimbursement Balance	\$ 1,082,455	\$ 1,014,332	\$ 945,470	\$ 875,863	\$ 805,503	\$ 734,383	\$ 662,494	\$ 589,831	\$ 516,384	\$ 437,988	\$ 358,748	\$ 278,656	\$ 197,703	\$ 115,881	\$ 30,000	\$ 15,000	\$ 10,000

Total Annual Developer Reimbursement	\$ 329,384	\$ 332,955	\$ 336,562	\$ 340,204	\$ 343,884	\$ 347,600	\$ 351,353	\$ 355,144	\$ 358,972	\$ 383,160	\$ 387,284	\$ 391,449	\$ 395,657	\$ 399,906	\$ 9,865,805
--------------------------------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	------------	--------------

*Lansing Brownfield
Redevelopment Authority*



**Lansing Brownfield Redevelopment Authority
Temple Redevelopment Project**

Brownfield Plan #78

502 E. Cesar E. Chavez Avenue
Lansing, Michigan 48906

PREPARED BY:

Triterra
1375 S. Washington Avenue, Suite 300
Lansing, Michigan 48910
Contact Person: Dave Van Haaren
dave.vanhaaren@triterra.us
Phone: 517-702-0470

REVIEWED BY:

Lansing Brownfield Redevelopment Authority
1000 S. Washington Avenue, Suite 201
Lansing, Michigan 48910
Contact Person: Karl Dorshimer
karl@purelansing.com
Phone: 517-999-9039

October 1, 2019

Approved by the LBRA on 10/4/2019

Adopted by the Lansing City Council on _____

Table of Contents

<u>Section</u>	<u>Page</u>
1. Project Summary Sheet	1
2. Purpose of Brownfield Plan and Past Use of the Property	5
3. Brownfield Project Description	5
4. Developer Eligible Activities.....	5
5. Captured Taxable Value & Tax Increment Revenues	7
6. Method of Brownfield Plan Financing	8
7. Amount of Note or Bonded Indebtedness Incurred	8
8. Duration of the Brownfield Plan	8
9. Estimated Impact on Taxing Jurisdictions.....	9
10. Legal Description & Site Map.....	9
11. Personal Property	10
12. Displacement of Persons	10
13. Local Brownfield Revolving Fund.....	10
14. Other Information.....	10

FIGURES

Figure 1: Property Location Map

Figure 2: Eligible Property Map

TABLES

Table 1: Brownfield Eligible Activities

Table 2: Tax Increment Revenue Capture Estimates

Table 3: Tax Increment Revenue Reimbursement Allocation Table

ATTACHMENTS

Attachment A: Legal Description of the Property

Attachment B: Letter of Functional Obsolescence

1. Project Summary Sheet

The purpose of this Brownfield Plan (the “Plan”) is to identify eligible activities and cost estimates for redevelopment of the property located at 502 E. Cesar E. Chavez Avenue in Lansing, Michigan. Brownfield tax increment financing is necessary to support redevelopment of the property.

Project Name: Temple Redevelopment Project (the “Project”)

Developer: Lansing Acquisitions 500, LLC (the “Developer”)
507 S. Grand Avenue
Lansing, MI 48933
Eric Hanna

Property Location: 502 E. Cesar E. Chavez Avenue, Lansing, Michigan 48906 (the “Property”)

Parcel Information: Parcel ID 33-01-01-09-427-002

Type of Eligible Property: “Functionally Obsolete”

Project Description: A rehabilitation of the existing, functionally obsolete building located at 502 E. Cesar E. Chavez Avenue. The Project includes the redevelopment of the existing building into first floor retail and office and reconfigure the interior floor structure to add four floors of apartments. The mixed-use development includes office /retail space on the first floor, 31 workforce residential units on floors two through five and the addition of an attached 2-story parking structure with 54 parking spaces.

Brownfield Eligible activities include environmental assessment, asbestos and lead surveys and abatement, demolition, site preparation, infrastructure improvements, and preparation and implementation of the Brownfield Plan/Act 381 Work Plan.

Total Capital Investment: Property and Building Improvements: Estimated at \$9,015,000 (not including acquisition) of which there is \$2,500,000 in eligible activities associated with the proposed Project. However, due to the 30-year capture limit under Act 381, estimated Developer reimbursement is limited to \$2,135,368.

Estimated Job Creation/Retention: The redevelopment is anticipated to generate 10 new full-time equivalent (FTE) jobs within a year of project completion. In addition, this redevelopment will result in the creation/retention of 50 to 60 temporary construction related jobs.

Duration of Plan: 30 years (starting in 2022)

Total New Taxes Generated:

Uses	
Portion Captured to Reimburse Developer	\$2,135,368
Portion Captured for State Brownfield Redevelopment Fund (SBRF)	\$89,342
Portion Captured for LBRA Plan Administration	\$79,135
Portion Captured for Lansing Local Brownfield Revolving Fund (LBRF)	\$79,135
Total Captured	\$2,382,980
Remainder Passed Through to Taxing Units	\$254,849
Non-Capturable Millages (School Debt, City Debt)	\$170,090
TOTAL NEW TAXES GENERATED	\$2,807,919

Use of Captured Taxes / Tax Increment Revenue (TIR):

Uses	
To Reimburse Developer for Eligible Activity Costs	\$1,863,357
To Reimburse LBRA/Lansing Regional Brownfield Coalition (LRBC) for Eligible Activity Costs under EPA Brownfield Assessment Grant	\$0

**Temple Redevelopment Project
Brownfield Plan 78
October 1, 2019**

To Reimburse LBRA for Eligible Activity Costs under Local Brownfield Revolving Fund (LBRF)	\$0
To Reimburse Developer for <u>Contingency</u> (15%) on Eligible Activity Costs	\$272,011
To Reimburse Developer for <u>Interest</u> on Eligible Activity Costs	\$0
Total Reimbursement to Developer	\$2,135,368
To State Brownfield Redevelopment Fund (SBRF)	\$89,342
To LBRA Plan Administration	\$79,135
To LBRA Local Brownfield Revolving Fund (LBRF)	\$79,135
TOTAL CAPTURED TAXES	\$2,382,980

Use of New Taxes:

Uses	
Lansing Operating	\$71,882
Ingham County	\$15,271
Ingham County Sum	\$25,144
Airport Authority	\$2,585
CATA	\$11,119
Capital Area District Library	\$5,768
Potter Park Zoo	\$1,516
Lansing Community College	\$14,078
Ingham Inter. School District	\$17,402
Lansing School Sinking	\$11,093
Lansing School District Operating	\$65,741
State Education Tax (6 mills)	\$13,252
City Debt	\$170,090
TOTAL NEW TAXES	\$424,939

2. Purpose of Brownfield Plan and Past Use of the Property

The City of Lansing Brownfield Redevelopment Authority (Authority or “LBRA”), duly established by resolution of the City Council of the City of Lansing, pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, MCLA 125.2651 et. seq., as amended (Act 381), is authorized to exercise its powers within the City of Lansing, Michigan. The purpose of this Plan, to be implemented by the LBRA, is to satisfy the requirements for a Brownfield Plan as specified in Act 381

The Plan will allow the LBRA to use tax increment financing to reimburse **Lansing Acquisitions 500, LLC** (the “Developer”) for the costs of eligible activities required to redevelop the eligible property located at 502 E. Cesar E. Chavez Avenue in the City of Lansing, Michigan, (the “Property”). Any proposed redevelopment of the Property will only be economically viable with the support and approval of the brownfield redevelopment incentives described herein. The location of the Property is depicted on Figure 1.

The Property is fully defined in the following table and in Attachment A.

Eligible Property		
Address	Tax ID	Basis of Eligibility
502 E. Cesar E. Chavez Avenue	33-01-01-09-427-002	Functionally Obsolete

The Property is located within the boundaries of the City of Lansing and is surrounded by commercial property. Property layout and boundaries are depicted on Figure 2. The legal description of the Property is included in Attachment A.

The Property consists of a 0.45-acre parcel of land developed with a two-story commercial building, totaling 11,656 square feet. The remainder of the Property is comprised of asphalt parking. The current structure was constructed in 1906 and was occupied by the First Methodist Episcopal Church and Bethlehem Temple Church until 1993. The building was renovated and used as a night club / cocktail bar until 2010 and artist cooperative space from 2013 until 2015. The Property has been vacant and/or significantly underutilized for 26 years. The Property is currently vacant.

The Property is considered an “eligible property” as defined by Act 381, Section 2 because: (a) the Property was previously utilized as a commercial property; (b) it is located within the City of Lansing, a qualified local governmental unit under MCL 125.2782(k); and (c) the Property has been determined to be “functionally obsolete” as defined in Section 2(s) of Act 381.

On September 25, 2019, the City of Lansing, Assessors Office formally determined the Property is “functionally obsolete” as the term is defined in Section 2(s), of Act 381. Refer to Attachment B, Letter of Functional Obsolescence.

3. Brownfield Project Description

The Project includes a complete renovation of the existing functionally obsolete building. The Project includes the redevelopment of the first floor into retail and office and reconfigures the interior floor structure to add four floors of apartments. The redevelopment will result in a total of 6,000 square feet for office/retail on the first floor and approximately 31 workforce housing residential units on the floors two through five. 100% of the residential units will be targeted at 80% of AMI. A review of the market has demonstrated that the proposed finishes will be at a slightly reduced price from the local market. The location is walkable to Old Town, which is a desirable entertainment district with few housing options. Parking will be onsite via a 2-story, 54 space parking structure, which is rare in this district.

Improved entrances, sidewalks and parking will create a more inviting, clean appearance allowing for easier access and deter people from using the Property as a cut through. Enhanced lighting onsite will allow for greater safety.

The apartments will be energy efficient and quiet, with high-quality, large fiberglass windows, sound insulation between units, solid core doors and LED lighting. The floors will be a durable and attractive luxury vinyl tile throughout. The kitchens will have stainless steel appliances, electric stoves and solid surface countertops with a tiled backsplash. All apartments will have washers and driers in the unit.

Total capital investment is estimated at \$9,015,000, not including acquisition.

This Project will result in the creation of 10 new, full time equivalent jobs within a year. The Project is also projected to create/leverage 50 to 60 temporary construction related jobs.

4. Developer Eligible Activities

The Developer will be reimbursed with the new local and state taxes levied by the Project for the costs of eligible activities necessary to support redevelopment of the Property. The activities that are intended to be carried out at the Property are considered “eligible activities” as defined by Sec 2 of Act 381 and include environmental assessment, asbestos and lead surveys and abatement, (interior and site) demolition, site preparation, infrastructure improvements, and preparation and implementation of the Brownfield Plan/Act 381 Work Plan.

The costs of eligible activities included in, and authorized by, this Plan will be reimbursed with the new local and state increment tax revenues generated by the Property redevelopment and captured by the LBRA, subject to any limitations and conditions described in this Plan and the terms of a Reimbursement Agreement between the Developer and the Authority (the "Reimbursement Agreement").

Total estimated eligible activity costs exceed \$2,500,000, however, due to the 30-year capture limit under Act 381, estimated Developer reimbursement is limited to \$2,135,368 in this Plan.

ELIGIBLE ACTIVITIES

ENVIRONMENTAL

Department Specific Activities	\$16,950.00
Total Environmental Costs.....	\$16,950.00

NON-ENVIRONMENTAL

Asbestos and Lead Activities	\$22,600.00
Demolition.....	\$341,445.00
Site Preparation.....	\$343,460.00
Infrastructure Improvements	\$1,105,902.00
Total Non-Environmental Costs	\$1,813,407.00
Contingency (15%) *	\$272,011.00
Brownfield Plan Preparation/Implementation	\$33,000.00
Interest (3%, simple)	\$0.00
Total Anticipated TIR Available for Reimbursement	\$2,135,368.00
State Brownfield Redevelopment Fund	\$89,342.00
LBRA Plan Administration.....	\$79,135.00
LBRA Local Brownfield Revolving Fund	\$79,135.00
Total Local and State TIR Capture	\$2,382,980.00

* Phase I ESA, Phase II ESA, Asbestos/Lead Surveys, Brownfield Plan and Act 381 Work Plan preparation and implementation are excluded from contingency calculation

The costs listed above are estimated and may increase or decrease depending on the nature and extent of unknown conditions encountered on the Property. The actual cost of those eligible activities encompassed by this Plan, including interest, that will qualify for reimbursement from tax increment revenues captured by the LBRA shall be governed by the

terms of a Reimbursement Agreement. No costs of eligible activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of the Reimbursement Agreement and Section 2 of Act 381 of 1996, as amended (MCL 125.2652). The Reimbursement Agreement and this Plan will dictate the total cost of eligible activities subject to payment.

As long as the total Developer eligible activities described in this Plan is not exceeded, and with the approval of the LBRA Board, line item costs of eligible activities may be adjusted between Environmental and Non-Environmental (i.e. EGLE Eligible Activities and MSF Eligible Activities) and individual eligible activities (i.e. demolition, asbestos and lead activities, site preparation, infrastructure activities, etc.), including interest, after the date this Plan is approved by the City of Lansing City Council and without amendment to the Plan. Any adjustments to the Environmental category of EGLE Eligible Activities is contingent on the property qualifying as a "Facility" as defined in and required by Act 381.

If the Michigan Department of Environmental, Great Lakes and Energy (EGLE) and/or Michigan Strategic Fund (MSF) approves an Act 381 Work Plan with less state tax capture than presented in the Plan, the amount of local capture in the Plan will be adjusted by the LBRA to maintain the current state to local capture ratio.

5. Captured Taxable Value and Tax Increment Revenues

The costs of eligible activities included in, and authorized by, this Plan will be reimbursed with incremental local and state tax revenues generated by the Property redevelopment and captured by the LBRA. The LBRA will not be obligated to reimburse the Developer for Eligible Activities completed after December 31, 2021. Reimbursement of Eligible Activities completed after December 31, 2021 will be evaluated by the LBRA on a case-by-case basis.

The taxable value of the Property at the completion of this Brownfield Plan was \$285,669 which is the initial taxable value for this Plan. The new projected taxable value for 2023 was estimated at \$1,331,500 (phased over 3 years). Estimated taxable values were based on estimates determined by the Project's development team. The actual taxable value will be determined by the City's Assessor after the Project is completed.

It is estimated that the LBRA will capture tax increment revenues from 2022 through 2051 to reimburse the Developer and the LBRA for the cost of eligible activities, pay for the LBRA's administration of the Plan and make deposits into the LBRA's Local Brownfield Revolving Fund (LBRF). Ten percent of the local and state taxes generated by the increase in taxable value will be returned to the taxing units.

The captured incremental taxable value and associated tax increment revenue will be determined by the City Assessor. The actual increased taxable value of the land and all future taxable improvements on the Property may vary. Furthermore, the amount of tax increment revenue available under this Plan will be based on the actual millage levied annually by each local taxing jurisdiction on the increase in tax value resulting from the redevelopment project that is eligible and approved for capture.

6. Method of Brownfield Plan Financing

The Developer is ultimately responsible for providing financing for the costs of eligible activities included in this Plan.

The inclusion of eligible activities and estimates of cost to be reimbursed in this Plan are intended to authorize the LBRA to fund such reimbursements. Reimbursements under the Reimbursement Agreement shall not exceed the cost of eligible activities and reimbursement limits described in this Plan.

In addition to reimbursement to the LBRA for its costs associated with the Project under the LBRF, the LBRA will be reimbursed for its costs to administer the Plan by utilizing 5% of the new local taxes captured per year for the duration of the Plan. The LBRA will also deposit 5% of the new local taxes captured per year for the duration of the Plan for deposit into its LBRF. Total deposits into the LBRF will not exceed the sum total equivalent to 5 years of local tax increment revenue.

7. Amount of Note or Bonded Indebtedness Incurred

None.

8. Duration of the Brownfield Plan

The Plan is anticipated to remain in effect until the end of the year 2051. As discussed in Section 4, total estimated eligible activity costs exceed \$2,500,000, however, due to the 30-year capture limit under Act 381, estimated Developer reimbursement is limited to \$2,135,368 in this Plan. The Plan may be amended, should the actual reimbursement schedule allow for the inclusion of additional costs beyond \$2,135,368.

9. Estimated Impact on Taxing Jurisdictions

The following table presents a summary of the new tax revenues generated by the taxing jurisdictions whose millage is subject to capture by the LBRA under this Plan. These are estimations based on the residential and commercial components of the proposed redevelopment.

Projected Impact to Taxing Jurisdictions			
Taxing Unit	New Taxes to Taxing Units*	New Taxes for BRA Administration, SBRF/LBRF Deposits and Developer Reimbursement	Total New Taxes
Lansing Operating	\$71,882	\$646,935	\$718,817
Ingham County	\$15,271	\$137,440	\$152,712
Ingham County Sum	\$25,144	\$226,294	\$251,438
Airport Authority	\$2,585	\$23,262	\$25,846
CATA	\$11,119	\$100,069	\$111,187
Capital Area District Library	\$5,768	\$51,915	\$57,683
Potter Park Zoo	\$1,516	\$13,644	\$15,160
Lansing Community College	\$14,078	\$126,698	\$140,776
Ingham Inter. School District	\$17,402	\$156,616	\$174,017
Lansing School Sinking Fund	\$11,093	\$99,836	\$110,929
Lansing School District Operating	\$65,741	\$591,666	\$657,407
State Education Tax (6 mills)	\$13,252	\$208,605	\$221,857
City Debt	\$170,090	\$0	\$170,090
Total	\$424,939	\$2,382,980	\$2,807,919

* Increased by investment, but not captured for TIF reimbursement

Additional information related to the impact of tax increment financing on the various taxing jurisdictions is presented in Table 2.

10. Legal Description & Site Map

The Property location and boundaries are shown on Figures 1 and 2. The legal description of the Property is provided in Attachment A.

11. Personal Property

This Brownfield Plan will capture incremental tax revenues resulting from personal property to the extent they are available.

12. Displacement of Persons

No persons will be displaced as a result of this Project.

13. Local Brownfield Revolving Fund

No Local Brownfield Revolving Funds will be used on this Brownfield Plan. Additionally, the LBRA will capture 5% of the new local taxes per year until the Developer's costs have been fully reimbursed for deposit into the LBRF. The LBRA will then capture all available tax increment revenues for up to an additional 5 years for deposit into the LBRF as permitted by Act 381. Total deposits into the LBRF will not exceed the sum total equivalent to 5 years of local tax increment revenue.

14. Other Information

The LBRA and the Lansing City Council, in accordance with the Act, may amend this Plan in the future in order to fund additional eligible activities associated with the Project described herein.

FIGURES

Figure 1: Property Location Map

Figure 2: Eligible Property Map

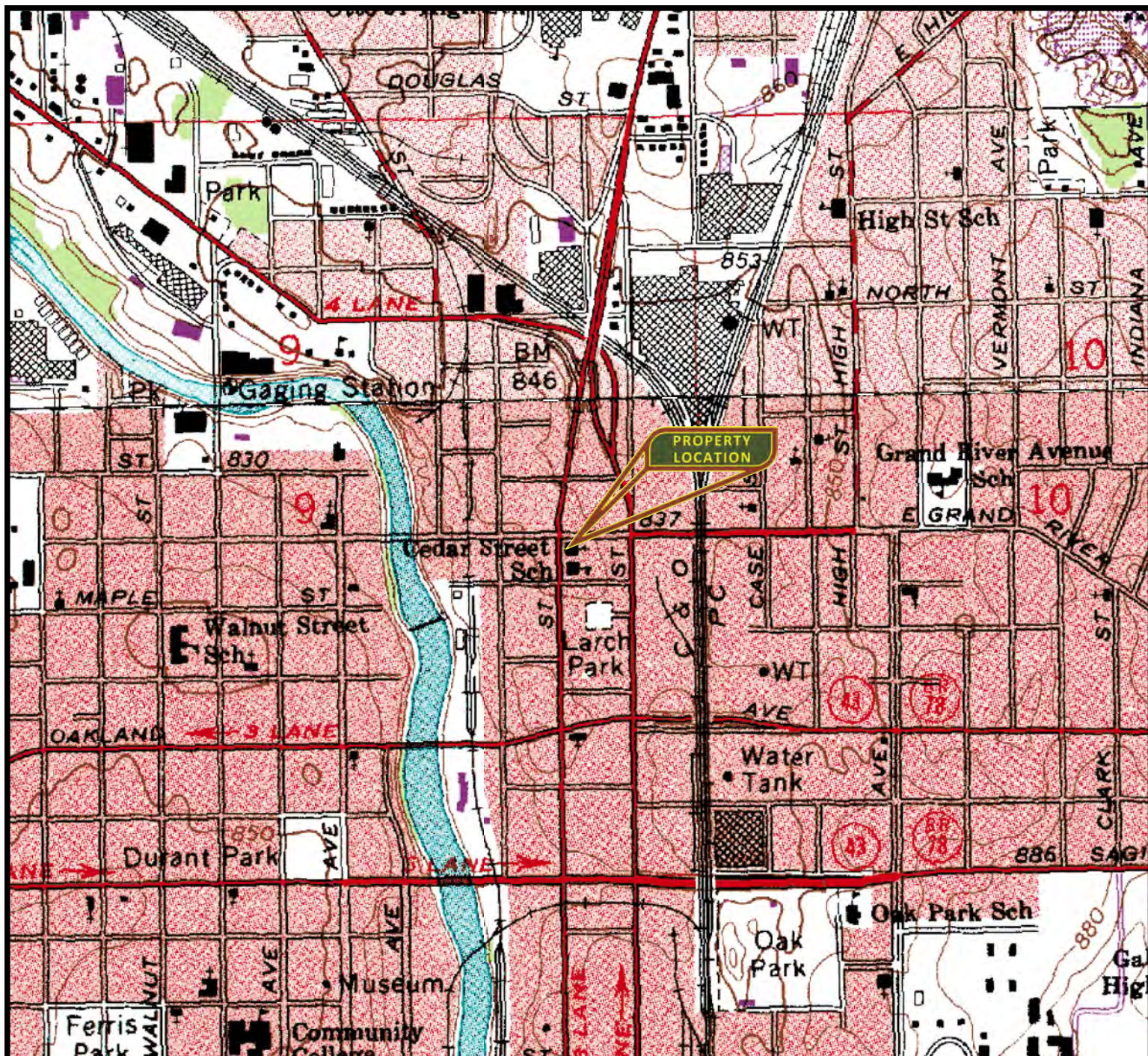


FIGURE 1 PROPERTY LOCATION

502 E. CESAR E. CHAVEZ AVENUE
LANSING, MICHIGAN 48906

INGHAM COUNTY
T4N, R2W, SECTION 9

PROJECT NUMBER: 19-2056

ADAPTED FROM MI GEOGRAPHIC DATA LIBRARY DRG

TRI TERRA



500 0 500 1000 1500 ft



1:12000





TRI TERRA

FIGURE 2

PROPERTY ORIENTATION DIAGRAM

PROJECT NUMBER: 19-2056

502 E. CESAR E. CHAVEZ AVENUE
LANSING, MICHIGAN 48906

DIAGRAM CREATED BY: AEN

DATE: 1/24/2019

TABLES

Table 1: Brownfield Eligible Activities

Table 2: Tax Increment Revenue Capture Estimates

Table 3: Tax Increment Revenue Reimbursement Allocation Table

Table 1
Brownfield Eligible Activities
502 E. Cesar E. Chavez Avenue
Lansing, MI

					REIMBURSEMENT ALLOCATION		
ELIGIBLE ACTIVITIES	NO. OF UNITS	UNIT TYPE	UNIT RATE	ESTIMATED TOTAL COST	DEQ ACTIVITIES	MSF ACTIVITIES	LOCAL-ONLY ACTIVITIES
EGLE ELIGIBLE ACTIVITIES							
Department Specific Activities							
EGLE ELIGIBLE ACTIVITIES SUB-TOTAL				\$ 16,950	\$ 16,950	\$ -	\$ -
MSF ELIGIBLE ACTIVITIES							
Asbestos and Lead Activities							
Subtotal Asbestos and Lead Activities				\$ 22,600		\$ 22,600	\$ -
Demolition							
Subtotal Demolition Activities				\$ 341,445	\$ -	\$ 341,445	\$ -
Site Preparation							
Subtotal Site Preparation Activities				\$ 343,460	\$ -	\$ 343,460	\$ -
Infrastructure Improvements							
Subtotal Infrastructure Improvement Activities				\$ 1,105,902		\$ 1,105,902	\$ -
MSF ELIGIBLE ACTIVITIES SUB-TOTAL				\$ 1,813,407	\$ -	\$ 1,813,407	\$ -
MSF AND EGLE ELIGIBLE ACTIVITIES SUB-TOTAL				\$ 1,830,357	\$ 16,950	\$ 1,813,407	\$ -
Contingency (15%)				\$ 272,011	\$ -	\$ 272,011	\$ -
Brownfield Plan & Act 381 Work Plan Preparation	1	LS	\$ 18,000	\$ 18,000	\$ 1,000	\$ 17,000	
Brownfield Plan & Act 381 Work Plan Implementation	1	LS	\$ 15,000	\$ 15,000	\$ 500	\$ 14,500	
Interest (3%, simple)			\$ -	\$ -			
TOTAL ELIGIBLE COST FOR REIMBURSEMENT				\$ 2,135,368	\$ 18,450	\$ 2,116,918	\$ -
State Brownfield Revolving Fund				\$ 89,342			
BRA Administrative Fees				\$ 79,135			
Local Brownfield Revolving Fund (LBRF)				\$ 79,135			
GRAND TOTAL				\$ 2,382,980			
					0.86%	99.14%	0.00%

NOTES:

These costs and revenue projections should be considered approximate estimates based on expected conditions and available information.

It cannot be guaranteed that the costs and revenue projections will not vary from these estimates.

Costs for Phase I ESA, Phase II ESA, Asbestos/Lead Surveys, Brownfield Plan and Act 381 Work Plan are excluded from contingency calculation.

Table 2
Tax Increment Revenue Capture Estimates
502 E. Cesar E. Chavez Avenue
Lansing, MI

Estimated Taxable Value (TV) Increase Rate:		1% per year														
Plan Year	2022 1	2023 2	2024 3	2025 4	2026 5	2027 6	2028 7	2029 8	2030 9	2031 10	2032 11	2033 12	2034 13	2035 14	2036 15	2037 16
Base Taxable Value (TV) of Land	\$ 34,400	\$ 34,400	\$ 34,400	\$ 34,400	\$ 34,400	\$ 34,400	\$ 34,400	\$ 34,400	\$ 34,400	\$ 34,400	\$ 34,400	\$ 34,400	\$ 34,400	\$ 34,400	\$ 34,400	\$ 34,400
Base Taxable Value (TV) of Building	\$ 251,269	\$ 251,269	\$ 251,269	\$ 251,269	\$ 251,269	\$ 251,269	\$ 251,269	\$ 251,269	\$ 251,269	\$ 251,269	\$ 251,269	\$ 251,269	\$ 251,269	\$ 251,269	\$ 251,269	\$ 251,269
Estimated New TV for Land	\$ 34,744	\$ 35,091	\$ 35,442	\$ 35,797	\$ 36,155	\$ 36,516	\$ 36,881	\$ 37,250	\$ 37,623	\$ 37,999	\$ 38,379	\$ 38,763	\$ 39,150	\$ 39,542	\$ 39,937	\$ 40,337
Estimated New TV for Building	\$ 972,306	\$ 1,296,409	\$ 1,309,373	\$ 1,322,466	\$ 1,335,691	\$ 1,349,048	\$ 1,362,538	\$ 1,376,164	\$ 1,389,925	\$ 1,403,825	\$ 1,417,863	\$ 1,432,042	\$ 1,446,362	\$ 1,460,826	\$ 1,475,434	\$ 1,490,188
Incremental Difference for Land (New TV - Base TV)	\$ 344	\$ 691	\$ 1,042	\$ 1,397	\$ 1,755	\$ 2,116	\$ 2,481	\$ 2,850	\$ 3,223	\$ 3,599	\$ 3,979	\$ 4,363	\$ 4,750	\$ 5,142	\$ 5,537	\$ 5,937
Incremental Difference for Building (New TV - Base TV)	\$ 721,037	\$ 1,045,140	\$ 1,058,104	\$ 1,071,197	\$ 1,084,422	\$ 1,097,779	\$ 1,111,269	\$ 1,124,895	\$ 1,138,656	\$ 1,152,556	\$ 1,166,594	\$ 1,180,773	\$ 1,195,093	\$ 1,209,557	\$ 1,224,165	\$ 1,238,919
Total Incremental Difference	\$ 721,381	\$ 1,045,831	\$ 1,059,146	\$ 1,072,594	\$ 1,086,177	\$ 1,099,895	\$ 1,113,751	\$ 1,127,745	\$ 1,141,879	\$ 1,156,155	\$ 1,170,573	\$ 1,185,135	\$ 1,199,843	\$ 1,214,699	\$ 1,229,702	\$ 1,244,856

School Capture		Millage Rate														
School Operating	17.7792	\$ 12,826	\$ 18,594	\$ 18,831	\$ 19,070	\$ 19,311	\$ 19,555	\$ 19,802	\$ 20,050	\$ 20,302	\$ 20,556	\$ 20,812	\$ 21,071	\$ 21,332	\$ 21,596	\$ 21,863
State Education Tax (SET)	6.0000	\$ 4,328	\$ 6,275	\$ 6,355	\$ 6,436	\$ 6,517	\$ 6,599	\$ 6,683	\$ 6,766	\$ 6,851	\$ 6,937	\$ 7,023	\$ 7,111	\$ 7,199	\$ 7,288	\$ 7,378
School Total:	23.7792	33.33%	\$ 17,154	\$ 24,869	\$ 25,186	\$ 25,505	\$ 25,828	\$ 26,155	\$ 26,484	\$ 26,817	\$ 27,153	\$ 27,492	\$ 27,835	\$ 28,182	\$ 28,531	\$ 28,885

Local Capture		Millage Rate														
Lansing Operating	19.4400	\$ 14,024	\$ 20,331	\$ 20,590	\$ 20,851	\$ 21,115	\$ 21,382	\$ 21,651	\$ 21,923	\$ 22,198	\$ 22,476	\$ 22,756	\$ 23,039	\$ 23,325	\$ 23,614	\$ 23,905
Ingham County	4.1300	\$ 2,979	\$ 4,319	\$ 4,374	\$ 4,430	\$ 4,486	\$ 4,543	\$ 4,600	\$ 4,658	\$ 4,716	\$ 4,775	\$ 4,834	\$ 4,895	\$ 4,955	\$ 5,017	\$ 5,079
Ingham County Sum	6.8000	\$ 4,905	\$ 7,112	\$ 7,202	\$ 7,294	\$ 7,386	\$ 7,479	\$ 7,574	\$ 7,669	\$ 7,765	\$ 7,862	\$ 7,960	\$ 8,059	\$ 8,159	\$ 8,260	\$ 8,362
Airport Authority	0.6990	\$ 504	\$ 731	\$ 740	\$ 750	\$ 759	\$ 769	\$ 779	\$ 788	\$ 798	\$ 808	\$ 818	\$ 828	\$ 839	\$ 849	\$ 860
CATA	3.0070	\$ 2,169	\$ 3,145	\$ 3,185	\$ 3,225	\$ 3,266	\$ 3,307	\$ 3,349	\$ 3,391	\$ 3,434	\$ 3,477	\$ 3,520	\$ 3,564	\$ 3,608	\$ 3,653	\$ 3,698
Capital Area District Library	1.5600	\$ 1,125	\$ 1,631	\$ 1,652	\$ 1,673	\$ 1,694	\$ 1,716	\$ 1,737	\$ 1,759	\$ 1,781	\$ 1,804	\$ 1,826	\$ 1,849	\$ 1,872	\$ 1,895	\$ 1,918
Potter Park Zoo	0.4100	\$ 296	\$ 429	\$ 434	\$ 440	\$ 445	\$ 451	\$ 457	\$ 462	\$ 468	\$ 474	\$ 480	\$ 486	\$ 492	\$ 498	\$ 504
Lansing Community College	3.8072	\$ 2,746	\$ 3,982	\$ 4,032	\$ 4,084	\$ 4,135	\$ 4,188	\$ 4,240	\$ 4,294	\$ 4,347	\$ 4,402	\$ 4,457	\$ 4,512	\$ 4,568	\$ 4,625	\$ 4,682
Ingham Intermediate School District	4.7062	\$ 3,395	\$ 4,922	\$ 4,985	\$ 5,048	\$ 5,112	\$ 5,176	\$ 5,242	\$ 5,307	\$ 5,374	\$ 5,441	\$ 5,509	\$ 5,577	\$ 5,647	\$ 5,717	\$ 5,787
Lansing School Sinking	3.0000	\$ 2,164	\$ 3,137	\$ 3,177	\$ 3,218	\$ 3,259	\$ 3,300	\$ 3,341	\$ 3,383	\$ 3,426	\$ 3,468	\$ 3,512	\$ 3,555	\$ 3,600	\$ 3,644	\$ 3,689
Local Total:	47.5594	66.67%	\$ 34,308	\$ 49,739	\$ 50,372	\$ 51,012	\$ 51,658	\$ 52,310	\$ 52,969	\$ 53,635	\$ 54,307	\$ 54,986	\$ 55,672	\$ 56,364	\$ 57,064	\$ 57,770
Total Capturable Taxes:	71.3386	#####	\$ 51,462	\$ 74,608	\$ 75,558	\$ 76,517	\$ 77,486	\$ 78,465	\$ 79,453	\$ 80,452	\$ 81,460	\$ 82,478	\$ 83,507	\$ 84,546	\$ 85,595	\$ 86,655

Non-Capturable Millages		Millage Rate														
School Debt	4.6000	\$ 3,318	\$ 4,811	\$ 4,872	\$ 4,934	\$ 4,996	\$ 5,060	\$ 5,123	\$ 5,188	\$ 5,253	\$ 5,318	\$ 5,385	\$ 5,452	\$ 5,519	\$ 5,588	\$ 5,657
Total Non-Capturable Taxes:	4.6000	\$ 3,318	\$ 4,811	\$ 4,872	\$ 4,934	\$ 4,996	\$ 5,060	\$ 5,123	\$ 5,188	\$ 5,253	\$ 5,318	\$ 5,385	\$ 5,452	\$ 5,519	\$ 5,588	\$ 5,657

Notes:

Table 2
Tax Incremental Revenue Capture Estimates
502 E. Cesar E. Chavez Avenue
Lansing, MI

Estimated Taxable Value (TV) Increase Rate:																
	Plan Year	2038 17	2039 18	2040 19	2041 20	2042 21	2043 22	2044 23	2045 24	2046 25	2047 26	2048 27	2049 28	2050 29	2051 30	
Base Taxable Value (TV) of Land	\$	34,400	\$	34,400	\$	34,400	\$	34,400	\$	34,400	\$	34,400	\$	34,400	\$	34,400
Base Taxable Value (TV) of Building	\$	251,269	\$	251,269	\$	251,269	\$	251,269	\$	251,269	\$	251,269	\$	251,269	\$	251,269
Estimated New TV for Land	\$	40,740	\$	41,147	\$	41,559	\$	41,975	\$	42,394	\$	42,818	\$	43,246	\$	43,679
Estimated New TV for Building	\$	1,505,090	\$	1,520,141	\$	1,535,342	\$	1,550,696	\$	1,566,203	\$	1,581,865	\$	1,597,683	\$	1,613,660
Incremental Difference for Land (New TV - Base TV)	\$	6,340	\$	6,747	\$	7,159	\$	7,575	\$	7,994	\$	8,418	\$	8,846	\$	9,279
Incremental Difference for Building (New TV - Base TV)	\$	1,253,821	\$	1,268,872	\$	1,284,073	\$	1,299,427	\$	1,314,934	\$	1,330,596	\$	1,346,414	\$	1,362,391
Total Incremental Difference	\$	1,260,161	\$	1,275,619	\$	1,291,232	\$	1,307,001	\$	1,322,928	\$	1,339,014	\$	1,355,261	\$	1,371,670

School Capture	Millage Rate																												
School Operating	17.7792	\$	22,405	\$	22,679	\$	22,957	\$	23,237	\$	23,521	\$	23,807	\$	24,095	\$	24,387	\$	24,682	\$	24,979	\$	25,280	\$	25,584	\$	25,890	\$	26,200
State Education Tax (SET)	6.0000	\$	7,561	\$	7,654	\$	7,747	\$	7,842	\$	7,938	\$	8,034	\$	8,132	\$	8,230	\$	8,329	\$	8,430	\$	8,531	\$	8,634	\$	8,737	\$	8,842
School Total:	23.7792	\$	29,966	\$	30,333	\$	30,704	\$	31,079	\$	31,458	\$	31,841	\$	32,227	\$	32,617	\$	33,011	\$	33,409	\$	33,811	\$	34,217	\$	34,628	\$	35,042

Total New Taxes	Pass-Through	Captured
\$ 657,406.75	\$ 65,740.67	\$ 591,666.07
\$ 221,857.03	\$ 13,251.55	\$ 208,605.47
\$ 879,263.78	\$ 78,992.23	\$ 800,271.55

Local Capture	Millage Rate																												
Lansing Operating	19.4400	\$	24,498	\$	24,798	\$	25,102	\$	25,408	\$	25,718	\$	26,030	\$	26,346	\$	26,665	\$	26,987	\$	27,313	\$	27,642	\$	27,973	\$	28,309	\$	28,647
Ingham County	4.1300	\$	5,204	\$	5,268	\$	5,333	\$	5,398	\$	5,464	\$	5,530	\$	5,597	\$	5,665	\$	5,733	\$	5,803	\$	5,872	\$	5,943	\$	6,014	\$	6,086
Ingham County Sum	6.8000	\$	8,569	\$	8,674	\$	8,780	\$	8,888	\$	8,996	\$	9,105	\$	9,216	\$	9,327	\$	9,440	\$	9,554	\$	9,669	\$	9,785	\$	9,902	\$	10,021
Airport Authority	0.6990	\$	881	\$	892	\$	903	\$	914	\$	925	\$	936	\$	947	\$	959	\$	970	\$	982	\$	994	\$	1,006	\$	1,018	\$	1,030
CATA	3.0070	\$	3,789	\$	3,836	\$	3,883	\$	3,930	\$	3,978	\$	4,026	\$	4,075	\$	4,125	\$	4,174	\$	4,225	\$	4,276	\$	4,327	\$	4,379	\$	4,431
Capital Area District Library	1.5600	\$	1,966	\$	1,990	\$	2,014	\$	2,039	\$	2,064	\$	2,089	\$	2,114	\$	2,140	\$	2,166	\$	2,192	\$	2,218	\$	2,245	\$	2,272	\$	2,299
Potter Park Zoo	0.4100	\$	517	\$	523	\$	529	\$	536	\$	542	\$	549	\$	556	\$	562	\$	569	\$	576	\$	583	\$	590	\$	597	\$	604
Lansing Community College	3.8072	\$	4,798	\$	4,857	\$	4,916	\$	4,976	\$	5,037	\$	5,098	\$	5,160	\$	5,222	\$	5,285	\$	5,349	\$	5,413	\$	5,478	\$	5,544	\$	5,610
Ingham Intermediate School District	4.7062	\$	5,931	\$	6,003	\$	6,077	\$	6,151	\$	6,226	\$	6,302	\$	6,378	\$	6,455	\$	6,533	\$	6,612	\$	6,692	\$	6,772	\$	6,853	\$	6,935
Lansing School Sinking	3.0000	\$	3,780	\$	3,827	\$	3,874	\$	3,921	\$	3,969	\$	4,017	\$	4,066	\$	4,115	\$	4,165	\$	4,215	\$	4,266	\$	4,317	\$	4,369	\$	4,421
Local Total:	47.5594	\$	59,933	\$	60,668	\$	61,410	\$	62,160	\$	62,918	\$	63,683	\$	64,455	\$	65,236	\$	66,024	\$	66,820	\$	67,624	\$	68,436	\$	69,257	\$	70,085
Total Capturable Taxes:	71.3386	\$	89,898	\$	91,001	\$	92,115	\$	93,240	\$	94,376	\$	95,523	\$	96,682	\$	97,853	\$	99,035	\$	100,229	\$	101,436	\$	102,654	\$	103,884	\$	105,127

\$ 718,816.78	\$ 71,881.68	\$ 646,935.10
\$ 152,711.59	\$ 15,271.16	\$ 137,440.43
\$ 251,437.97	\$ 25,143.80	\$ 226,294.17
\$ 25,846.34	\$ 2,584.63	\$ 23,261.71
\$ 111,187.35	\$ 11,118.73	\$ 100,068.61
\$ 57,682.83	\$ 5,768.28	\$ 51,914.54
\$ 15,160.23	\$ 1,516.02	\$ 13,644.21
\$ 140,775.68	\$ 14,077.57	\$ 126,698.11
\$ 174,017.26	\$ 17,401.73	\$ 156,615.53
\$ 110,928.51	\$ 11,092.85	\$ 99,835.66
\$ 1,758,564.53	\$ 175,856.45	\$ 1,582,708.08
\$ 2,637,828.31	\$ 254,848.68	\$ 2,382,979.63

Non-Capturable Millages	Millage Rate																												
School Debt	4.6000	\$	5,797	\$	5,868	\$	5,940	\$	6,012	\$	6,085	\$	6,159	\$	6,234	\$	6,310	\$	6,386	\$	6,463	\$	6,541	\$	6,619	\$	6,699	\$	6,779
Total Non-Capturable Taxes:	4.6000	\$	5,797	\$	5,868	\$	5,940	\$	6,012	\$	6,085	\$	6,159	\$	6,234	\$	6,310	\$	6,386	\$	6,463	\$	6,541	\$	6,619	\$	6,699	\$	6,779

\$ 170,090.39	\$ 170,090.39	\$ -
\$ 170,090.39	\$ 170,090.39	\$ -

\$ 2,807,918.70	\$ 424,939.07	\$ 2,382,979.63
-----------------	---------------	-----------------

Table 3
Tax Increment Revenue Reimbursement Allocation Table
502 E. Cesar E. Chavez Avenue
Lansing, MI

Developer/City Projected Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	33.3%	\$ 710,930	\$ -	\$ 710,930
Local	66.7%	\$ 1,424,437	\$ -	\$ 1,424,437
TOTAL		\$ 2,135,367	\$ -	\$ 2,135,367
EGLE	0.9%	\$ 18,450		
MSF	99.1%	\$ 2,116,918		

Estimated Total Years of Plan: 30

Administrative Fees & Loan Funds*	
State Brownfield Revolving Fund	\$ 89,342
BRA Administrative Fees	\$ 79,135
Local Brownfield Revolving Fund	\$ 79,135

* During the life of the Plan

	2022 1	2023 2	2024 3	2025 4	2026 5	2027 6	2028 7	2029 8	2030 9	2031 10	2032 11	2033 12	2034 13	2035 14	2036 15	2037 16
Available Tax Increment Revenue (TIR)																
Total State Tax Capture Available	\$ 17,154	\$ 24,869	\$ 25,186	\$ 25,505	\$ 25,828	\$ 26,155	\$ 26,484	\$ 26,817	\$ 27,153	\$ 27,492	\$ 27,835	\$ 28,182	\$ 28,531	\$ 28,885	\$ 29,241	\$ 29,602
Capture for State Brownfield Revolving Fund (3 mills of SET) (25-Yrs)	\$ 2,164	\$ 3,137	\$ 3,177	\$ 3,218	\$ 3,259	\$ 3,300	\$ 3,341	\$ 3,383	\$ 3,426	\$ 3,468	\$ 3,512	\$ 3,555	\$ 3,600	\$ 3,644	\$ 3,689	\$ 3,735
State Tax Increment to Taxing Unit (10%) ("Pass-Through")	\$ 1,499	\$ 2,173	\$ 2,201	\$ 2,229	\$ 2,257	\$ 2,285	\$ 2,314	\$ 2,343	\$ 2,373	\$ 2,402	\$ 2,432	\$ 2,463	\$ 2,493	\$ 2,524	\$ 2,555	\$ 2,587
State TIR Available for Reimbursement to Developer	\$ 13,491	\$ 19,558	\$ 19,807	\$ 20,059	\$ 20,313	\$ 20,569	\$ 20,829	\$ 21,090	\$ 21,355	\$ 21,622	\$ 21,891	\$ 22,164	\$ 22,439	\$ 22,716	\$ 22,997	\$ 23,280
Total Local Tax Capture Available	\$ 34,308	\$ 49,739	\$ 50,372	\$ 51,012	\$ 51,658	\$ 52,310	\$ 52,969	\$ 53,635	\$ 54,307	\$ 54,986	\$ 55,672	\$ 56,364	\$ 57,064	\$ 57,770	\$ 58,484	\$ 59,205
Local Tax Increment to Taxing Unit (10%) ("Pass-Through")	\$ 3,431	\$ 4,974	\$ 5,037	\$ 5,101	\$ 5,166	\$ 5,231	\$ 5,297	\$ 5,363	\$ 5,431	\$ 5,499	\$ 5,567	\$ 5,636	\$ 5,706	\$ 5,777	\$ 5,848	\$ 5,920
Capture for BRA Administrative Fees (5%)	\$ 1,544	\$ 2,238	\$ 2,267	\$ 2,296	\$ 2,325	\$ 2,354	\$ 2,384	\$ 2,414	\$ 2,444	\$ 2,474	\$ 2,505	\$ 2,536	\$ 2,568	\$ 2,600	\$ 2,632	\$ 2,664
Capture for Local Brownfield Revolving Fund (LBRF) (5% of available Local TIR)	\$ 1,544	\$ 2,238	\$ 2,267	\$ 2,296	\$ 2,325	\$ 2,354	\$ 2,384	\$ 2,414	\$ 2,444	\$ 2,474	\$ 2,505	\$ 2,536	\$ 2,568	\$ 2,600	\$ 2,632	\$ 2,664
Local TIR Available for Reimbursement to Developer	\$ 27,790	\$ 40,289	\$ 40,802	\$ 41,320	\$ 41,843	\$ 42,371	\$ 42,905	\$ 43,444	\$ 43,989	\$ 44,539	\$ 45,094	\$ 45,655	\$ 46,222	\$ 46,794	\$ 47,372	\$ 47,956
Total State & Local TIR Available for Reimbursement to Developer	\$ 41,281	\$ 59,847	\$ 60,609	\$ 61,379	\$ 62,156	\$ 62,941	\$ 63,734	\$ 64,535	\$ 65,343	\$ 66,160	\$ 66,985	\$ 67,819	\$ 68,660	\$ 69,510	\$ 70,369	\$ 71,236
DEVELOPER	Beginning Balance															
	\$ 2,135,368	\$ 2,094,087	\$ 2,034,240	\$ 1,973,631	\$ 1,912,253	\$ 1,850,097	\$ 1,787,156	\$ 1,723,422	\$ 1,658,888	\$ 1,593,544	\$ 1,527,384	\$ 1,460,399	\$ 1,392,580	\$ 1,323,920	\$ 1,254,409	\$ 1,184,040
MSF Eligible Activities	\$ 2,116,918	\$ 2,075,994	\$ 2,016,664	\$ 1,956,579	\$ 1,895,730	\$ 1,834,112	\$ 1,771,715	\$ 1,708,531	\$ 1,644,555	\$ 1,579,776	\$ 1,514,187	\$ 1,447,781	\$ 1,380,548	\$ 1,312,481	\$ 1,243,571	\$ 1,173,810
State Tax Reimbursement	\$ 704,787	\$ 13,374	\$ 19,389	\$ 19,636	\$ 19,886	\$ 20,137	\$ 20,392	\$ 20,649	\$ 20,908	\$ 21,170	\$ 21,435	\$ 21,702	\$ 21,972	\$ 22,245	\$ 22,520	\$ 22,798
Local Tax Reimbursement	\$ 1,412,130	\$ 27,550	\$ 39,941	\$ 40,449	\$ 40,963	\$ 41,481	\$ 42,005	\$ 42,534	\$ 43,069	\$ 43,609	\$ 44,154	\$ 44,704	\$ 45,261	\$ 45,822	\$ 46,390	\$ 46,963
EGLE Eligible Activities	\$ 18,450	\$ 18,093	\$ 17,576	\$ 17,053	\$ 16,522	\$ 15,985	\$ 15,441	\$ 14,891	\$ 14,333	\$ 13,769	\$ 13,197	\$ 12,618	\$ 12,032	\$ 11,439	\$ 10,838	\$ 10,230
State Tax Reimbursement	\$ 6,143	\$ 117	\$ 169	\$ 171	\$ 173	\$ 176	\$ 178	\$ 180	\$ 182	\$ 185	\$ 187	\$ 189	\$ 191	\$ 194	\$ 196	\$ 199
Local Tax Reimbursement	\$ 12,307	\$ 240	\$ 348	\$ 353	\$ 357	\$ 362	\$ 366	\$ 371	\$ 375	\$ 380	\$ 385	\$ 390	\$ 394	\$ 399	\$ 404	\$ 409
TOTAL ANNUAL DEVELOPER REIMBURSEMENT	\$ 41,281	\$ 59,847	\$ 60,609	\$ 61,379	\$ 62,156	\$ 62,941	\$ 63,734	\$ 64,535	\$ 65,343	\$ 66,160	\$ 66,985	\$ 67,819	\$ 68,660	\$ 69,510	\$ 70,369	\$ 71,236

Table 3
Tax Increment Revenue Reimbursement Allocation Table
502 E. Cesar E. Chavez Avenueet
Lansing, MI

	2038 17	2039 18	2040 19	2041 20	2042 21	2043 22	2044 23	2045 24	2046 25	2047 26	2048 27	2049 28	2050 29	2051 30	TOTALS
Available Tax Increment Revenue (TIR)															
Total State Tax Capture Available	\$ 29,966	\$ 30,333	\$ 30,704	\$ 31,079	\$ 31,458	\$ 31,841	\$ 32,227	\$ 32,617	\$ 33,011	\$ 33,409	\$ 33,811	\$ 34,217	\$ 34,628	\$ 35,042	
Capture for State Brownfield Revolving Fund (3 mills of SET) (25-Yrs)	\$ 3,780	\$ 3,827	\$ 3,874	\$ 3,921	\$ 3,969	\$ 4,017	\$ 4,066	\$ 4,115	\$ 4,165						\$ 89,342
State Tax Increment to Taxing Unit (10%) ("Pass-Through")	\$ 2,619	\$ 2,651	\$ 2,683	\$ 2,716	\$ 2,749	\$ 2,782	\$ 2,816	\$ 2,850	\$ 2,885	\$ 3,341	\$ 3,381	\$ 3,422	\$ 3,463	\$ 3,504	\$ 78,992
State TIR Available for Reimbursement to Developer	\$ 23,567	\$ 23,856	\$ 24,148	\$ 24,443	\$ 24,740	\$ 25,041	\$ 25,345	\$ 25,652	\$ 25,962	\$ 30,068	\$ 30,430	\$ 30,796	\$ 31,165	\$ 31,538	
Total Local Tax Capture Available	\$ 59,933	\$ 60,668	\$ 61,410	\$ 62,160	\$ 62,918	\$ 63,683	\$ 64,455	\$ 65,236	\$ 66,024	\$ 66,820	\$ 67,624	\$ 68,436	\$ 69,257	\$ 70,085	
Local Tax Increment to Taxing Unit (10%) ("Pass-Through")	\$ 5,993	\$ 6,067	\$ 6,141	\$ 6,216	\$ 6,292	\$ 6,368	\$ 6,446	\$ 6,524	\$ 6,602	\$ 6,682	\$ 6,762	\$ 6,844	\$ 6,926	\$ 7,008	\$ 175,856
Capture for BRA Administrative Fees (5%)	\$ 2,697	\$ 2,730	\$ 2,763	\$ 2,797	\$ 2,831	\$ 2,866	\$ 2,900	\$ 2,936	\$ 2,971	\$ 3,007	\$ 3,043	\$ 3,080	\$ 3,117	\$ 3,154	\$ 79,135
Capture for Local Brownfield Revolving Fund (LBRF) (5% of available Local TIR)	\$ 2,697	\$ 2,730	\$ 2,763	\$ 2,797	\$ 2,831	\$ 2,866	\$ 2,900	\$ 2,936	\$ 2,971	\$ 3,007	\$ 3,043	\$ 3,080	\$ 3,117	\$ 3,154	\$ 79,135
Local TIR Available for Reimbursement to Developer	\$ 48,545	\$ 49,141	\$ 49,742	\$ 50,350	\$ 50,963	\$ 51,583	\$ 52,209	\$ 52,841	\$ 53,479	\$ 54,124	\$ 54,776	\$ 55,433	\$ 56,098	\$ 56,769	
Total State & Local TIR Available for Reimbursement to Developer	\$ 72,112	\$ 72,997	\$ 73,890	\$ 74,792	\$ 75,704	\$ 76,624	\$ 77,554	\$ 78,493	\$ 79,441	\$ 84,193	\$ 85,206	\$ 86,229	\$ 87,263	\$ 88,306	
DEVELOPER															
	\$ 1,040,692	\$ 967,696	\$ 893,806	\$ 819,013	\$ 743,310	\$ 666,685	\$ 589,131	\$ 510,638	\$ 431,197	\$ 347,004	\$ 261,798	\$ 175,569	\$ 88,307	\$ 0.40	
MSF Eligible Activities	\$ 1,031,701	\$ 959,335	\$ 886,083	\$ 811,937	\$ 736,887	\$ 660,925	\$ 584,041	\$ 506,226	\$ 427,471	\$ 344,006	\$ 259,536	\$ 174,052	\$ 87,544	\$ 0	
State Tax Reimbursement	\$ 23,363	\$ 23,650	\$ 23,939	\$ 24,231	\$ 24,527	\$ 24,825	\$ 25,126	\$ 25,430	\$ 25,738	\$ 29,809	\$ 30,167	\$ 30,530	\$ 30,896	\$ 31,265	\$ 704,787
Local Tax Reimbursement	\$ 48,126	\$ 48,716	\$ 49,313	\$ 49,915	\$ 50,523	\$ 51,137	\$ 51,758	\$ 52,384	\$ 53,017	\$ 53,657	\$ 54,302	\$ 54,954	\$ 55,613	\$ 56,278	\$ 1,412,130
EGLE Eligible Activities	\$ 8,992	\$ 8,361	\$ 7,723	\$ 7,076	\$ 6,422	\$ 5,760	\$ 5,090	\$ 4,412	\$ 3,726	\$ 2,998	\$ 2,262	\$ 1,517	\$ 763	\$ 0	
State Tax Reimbursement	\$ 204	\$ 206	\$ 209	\$ 211	\$ 214	\$ 216	\$ 219	\$ 222	\$ 224	\$ 260	\$ 263	\$ 266	\$ 269	\$ 272	\$ 6,143
Local Tax Reimbursement	\$ 419	\$ 425	\$ 430	\$ 435	\$ 440	\$ 446	\$ 451	\$ 457	\$ 462	\$ 468	\$ 473	\$ 479	\$ 485	\$ 490	\$ 12,307
TOTAL ANNUAL DEVELOPER REIMBURSEMENT	\$ 72,112	\$ 72,997	\$ 73,890	\$ 74,792	\$ 75,704	\$ 76,624	\$ 77,554	\$ 78,493	\$ 79,441	\$ 84,193	\$ 85,206	\$ 86,229	\$ 87,263	\$ 88,306	
															\$ 2,637,828

Attachment A

Legal Description of the Property

ATTACHMENT A
LEGAL DESCRIPTION

LOTS 5, 6, & W ½ of LOT 4 BLOCK 15 ORIG PLAT

502 E. Cesar E. Chavez Avenue, Lansing, Michigan

Tax Parcel No. 33-01-01-09-427-002

Attachment B

Letter of Functional Obsolescence



Andy Schor, Mayor

CITY ASSESSORS OFFICE

**Sharon Frischman, MMAO
City Assessor**

3rd Floor City Hall
124 West Michigan Avenue
Lansing, Michigan 48933
(517) 483-7624

FAX: (517) 483-4101

www.lansingmi.gov/City-Assessor

September 25, 2019

Functional Obsolescence Determination
502 E Cesar E Chavez Ave
33-01-01-09-427-002

This building was originally constructed in 1906 as a three-story, single occupant church.

While the design as a church with a two-story ceiling height in the main sanctuary could be desirable today; the available parking severely limits the number of persons attending. The land to building ratio is less than 2 to 1. The parking lot is elevated from the street and is likely expensive to maintain in the winter. The limited parking effects many other uses for the building.

An elevator does not serve the multi-story building. Bathrooms are not located on the main floor.

The original design of the building, low market demand for church occupancy, along with the inadequate on-site parking available render this property functionally obsolete.

Sharon Frischman, MMAO
City Assessor

August 21, 2019

Michael Tobin
City of Lansing
815 Marshall St.
Lansing, MI 48912

Dear Local Emergency Management Coordinator:

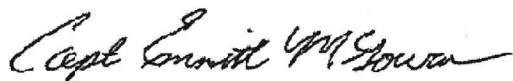
Enclosed is the Fiscal Year 2019 Emergency Management Performance Grants (EMPG) Grant Agreement package. Please return the required grant documentation listed on the enclosed ***Subrecipient Checklist*** to our office at the following address:

Attn: Ms. Alyssa Duhr-Vannelli
Emergency Management and Homeland Security Division
Michigan Department of State Police
PO Box 30634
Lansing, Michigan 48909

Reimbursement for the EMPG program is contingent upon completion of the activities in the signed *Emergency Management Annual Work Agreement*. To remain eligible for EMPG funding, current and adequate plans must be maintained, and exercise requirements must be met. If a work activity is not completed in the designated quarter, reimbursement may not be made until the work is completed. The Emergency Management and Homeland Security Division District Coordinators may make recommendations on reimbursement, but final approval remains with the Deputy State Director of Emergency Management and Homeland Security, who may or may not approve a delay in the completion of the activity. If work activities (for which funds have been withheld) have not been completed by the end of the fiscal year, forfeiture of those funds may be required. For specific responsibilities and requirements, please refer to Section II (Statutory Authority) and Section IV (Responsibilities of the Subrecipient) in the Fiscal Year 2019 EMPG Grant Agreement.

This grant agreement and all required attachments must be completed, signed, and returned **no later than October 20, 2019**. If this requirement is not met, this grant agreement will be invalid after October 20, 2019, unless a prior written exception is provided by the Michigan State Police, Emergency Management and Homeland Security Division.

Sincerely,



Capt. Emmitt McGowan, Commander
Emergency Management and Homeland Security Division

Enclosures (8)

Michigan State Police
Emergency Management
and
Homeland Security
Division



Grant Agreement

FEDERAL AWARD IDENTIFICATION

SUBRECIPIENT NAME City of Lansing	GRANT NAME Emergency Management Performance Grants	CFDA NUMBER 97.042
SUBRECIPIENT IRS/VENDOR NUMBER 38-6004628	FEDERAL AWARD IDENTIFICATION NUMBER (FAIN) EMC-2019-EP-00004	FEDERAL AWARD DATE 7/24/2019
SUBRECIPIENT DUNS NUMBER 069835882	SUBAWARD PERFORMANCE PERIOD 10/1/2018 FROM 9/30/2019 TO	
RESEARCH & DEVELOPMENT N/A	Funding	Total
	Federal Funds Obligated by this Action	\$65,645.00
INDIRECT COST RATE None on file	Total Federal Funds Obligated to Subrecipient	\$65,645.00
	Total Amount of Federal Award	\$8,971,802
FEDERAL AWARD PROJECT DESCRIPTION 2019 Emergency Management Performance Grants		
DETAILS The 2019 EMPG allocation is 35.69% of the Subrecipient's emergency program manager's salary and fringe benefits. A cost-match is required under this program. The Federal share used towards the EMPG budget shall not exceed 50 percent of the total budget.		
FEDERAL AWARDDING AGENCY Federal Emergency Management Agency Grant Operations 245 Murray Lane – Building 410, SW Washington DC 20528-7000		PASS-THROUGH ENTITY (RECIPIENT) NAME Michigan State Police Emergency Management and Homeland Security Division PO Box 30634 Lansing, MI 48909

State of Michigan FY 2019 Emergency Management Performance Grant Grant Agreement

October 1, 2018 to September 30, 2019

CFDA Number: 97.042 Grant Number: EMC-2019-EP-00004

This Fiscal Year (FY) 2019 Emergency Management Performance Grant (EMPG) grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (hereinafter called the Recipient), and the

CITY OF LANSING
(hereinafter called the Subrecipient)

I. Purpose

The purpose of this grant agreement is to provide federal pass-through funds to the Subrecipient for the development and maintenance of an emergency management program capable of protecting life, property, and vital infrastructure in times of disaster or emergency.

The FY 2019 EMPG program plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. The objective of the NPS is to facilitate an integrated, all-of-nation/whole community, risk driven, capabilities-based approach to preparedness.

In support of the National Preparedness Goal, the FY 2019 EMPG supports a comprehensive, all-hazard emergency preparedness system to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas.

For more information on the NPS, federally designated priorities, and the FY 2019 EMPG objectives, as well as guidance on allowable costs and program activities, please refer to the FY 2019 EMPG Notice of Funding Opportunity (NOFO) and the FEMA Preparedness Grants Manual located at <https://www.fema.gov>.

II. Statutory Authority

Funding for the FY 2019 EMPG is authorized by Section 662 of the *Post-Katrina Emergency Management Reform Act of 2006* (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); the *Earthquake Hazards Reduction Act of 1977*, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the *National Flood Insurance Act of 1968*, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.).

Appropriation authority is provided by the *Department of Homeland Security Appropriations Act, 2019*, (Pub. L. No. 116-6).

The Subrecipient agrees to comply with all EMPG program requirements in accordance with the federal FY 2019 EMPG NOFO located at <http://www.fema.gov/grants>; the *Michigan Emergency Management Act*

of 1976, as amended (Public Act 390) at <http://www.legislature.mi.gov/doc.aspx?mcl-Act-390-of-1976>; and the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.) located at <http://www.fema.gov/robert-t-stafford-disaster-relief-and-emergency-assistance-act-public-law-93-288-amended>, and the *FY 2019 EMPG Agreement Articles Applicable to Subrecipients*. The *FY 2019 EMPG Agreement Articles Applicable to Subrecipients* document is included for reference in the grant agreement packet.

The Subrecipient shall also comply with the most recent version of:

2 CFR, Part 200 of the Code of Federal Regulations (CFR), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* located at <http://www.ecfr.gov>.

III. Award Amount and Restrictions

- A. The **City of Lansing** is awarded **\$65,645.00** under the **FY 2019 EMPG**. The Recipient determined the Subrecipient's EMPG allocation as **35.69%** of the Subrecipient's local emergency manager's salary and fringe benefits. The Subrecipient may receive less than the allocated amount if the Subrecipient's cost share (match) of wages and fringe benefits paid to the local emergency manager are less than the total allocation. The Subrecipient's EMPG program budget must be documented on the Local Budget for Emergency Management Performance Grant form (EMD-17).
- B. The FY 2019 EMPG covers eligible costs from October 1, 2018 to September 30, 2019. The funds awarded in the grant agreement shall only be used to cover allowable costs that are incurred during the agreement period. Grant funds shall not be used for other purposes. For guidance on allowable costs, please refer to the EMPG Appendix in the FEMA Preparedness Grants Manual.
- C. This grant agreement designates EMPG funds for the administration and oversight of an approved emergency management program. **The Subrecipient may utilize grant funds for the reimbursement of salary, overtime, compensatory time off, and associated fringe benefits for the local emergency manager, and up to 5% of the total allocation may be utilized for organization costs.** No other expenditures are allowed. If organization costs are claimed, a narrative must be submitted detailing the expenses that are included in these costs.
- D. The FY 2019 EMPG program has a 50% cost share (cash or in-kind) requirement, as authorized by the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended, (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.), specifically, Title VI, sections 611(j) and 613. Federal funds cannot exceed 50% of eligible costs. Unless otherwise authorized by law, federal funds cannot be matched with other federal funds.

The Federal Emergency Management Agency (FEMA) administers cost sharing requirements in accordance with 2 CFR § 200.306. To meet matching requirements, the Subrecipient contributions must be reasonable, allowable, allocable, and necessary under the grant program and must comply with all federal requirements and regulations.

See the FY 2019 EMPG NOFO and FEMA Preparedness Grants Manual for additional cost share guidance, definitions, basic guidelines, and governing provisions.

- E. All EMPG funded personnel must complete either the Independent Study courses identified in the Professional Development Series or the National Emergency Management Basic Academy delivered either by the Emergency Management Institute or a sponsored state, local, tribal, territorial, regional or other designated location and record proof of completion. All EMPG

funded personnel must also participate in no less than three exercises in a 12 month period, consistent with the requirements outlined in the EMPG Guidebook. The EMPG Guidebook (EMD-PUB 208) is located at: www.michigan.gov/emhsd under Grant Programs & Publications.

EMPG programs are required to complete a quarterly training and exercise report (Quarterly Training and Exercise Reporting Worksheet) identifying training and exercises completed during the quarter. Guidance for accomplishing these requirements is provided by the Recipient.

- F. Upon request, the Subrecipient must provide to the Recipient information necessary to meet any state or federal subaward reporting requirements.
- G. In the event that the U.S. Department of Homeland Security (DHS) determines that changes are necessary to the award document after an award has been made, including but not limited to, changes to period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.

IV. Responsibilities of the Subrecipient

- A. **Grant funds must supplement, not supplant, state or local funds.** Federal funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- B. The Subrecipient agrees to comply with all applicable federal and state regulations; the FY 2019 EMPG NOFO, located at: www.fema.gov/grants; the *Agreement Articles Applicable to Subrecipients: Fiscal Year 2019 Emergency Management Performance Grants, included with the grant agreement package for reference*; the EMPG Guidebook (EMD-PUB 208), located at www.michigan.gov/emhsd under Grants Programs & Publications; and the FEMA Preparedness Grants Manual located at <https://www.fema.gov/media-library/assets/documents/178291>.
- C. In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:
 - 1. Subrecipient Risk Assessment Certification
 - 2. Standard Assurances
 - 3. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
 - 4. Audit Certification (EMD-053)
 - 5. Request for Taxpayer Identification Number and Certification (W-9)
 - 6. Other documents that may be required by federal or state officials
- D. Complete and submit quarterly work reports, the Quarterly Training and Exercise Worksheet, and the Annual Training and Exercise Plan Worksheet in accordance with the schedule outlined in the FY 2019 EMPG Work Agreement/Quarterly Report (EMHSD-31).
- E. Enact enabling legislation establishing the local emergency management program and ensure a copy of the local resolution or ordinance is on file with the Recipient.
- F. Appoint an emergency management program manager who is able to assume responsibility for the functions outlined in section 4 of the EMPG Guidebook.

- G. Provide the Recipient with a complete job description for the federally funded EMPG local emergency manager, including non-EMPG duties.
- H. Notify the Recipient immediately of any changes in the EMPG funded local emergency manager's position.
- I. The Subrecipient will contribute to the development and maintenance of the state's multi-year Training and Exercise Plan (TEP). This will include conducting exercises that comply with local, state, and federal requirements, including the Homeland Security Exercise and Evaluation Program (HSEEP) and the EMPG Guidebook, to accomplish this goal.
- J. Ensure the EMPG funded local emergency manager completes specific training as required by the annual EMPG Work Agreement.
- K. Have an approved and current emergency operations plan on file with the MSP/EMHSD District Coordinator.
- L. The Subrecipient agrees to prepare the form EMD-007 EMPG Expenses Claimed for Local Program Contributions. This form is also referred to as EMHSD-007 - EMPG Quarterly Billing. The Subrecipient agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation to the appropriate MSP/EMHSD District Coordinator by the due date following the end of **each** quarter, as identified in FY 2019 Emergency Management Report Schedule. The most current EMD-007 form must be used and can be obtained from the MSP/EMHSD District Coordinator.
- M. Comply with applicable financial and administrative requirements set forth in the current edition of 2 CFR, Part 200, including, but not limited to, the following provisions:
 - 1. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
 - 2. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
 - 3. Non-federal organizations which expend \$750,000 or more in all federal funds during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1984, as amended, and 2 CFR, Part 200.
- N. Comply with all reporting requirements, including special reporting, data collection, and evaluation requirements, as prescribed by law or program guidance.
- O. Maintain a valid Data Universal Numbering System (DUNS) number at all times during the performance period of this grant.
- P. The Subrecipient must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. The Subrecipient also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with these same provisions. Detailed information on record access provisions can be found in the *DHS Standard Administrative Terms and Conditions* located at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>, specifically in the DHS Specific Acknowledgements and Assurances on page 1.

V. Responsibilities of the Recipient

The Recipient, in accordance with the general purposes and objectives of this grant agreement, will:

- A. Administer the grant in accordance with all applicable federal and state regulations and guidelines and submit required reports to the awarding federal agency.
- B. Provide direction and technical assistance to the Subrecipient.
- C. Provide to the Subrecipient any special report forms and reporting formats (templates) required for administration of the program.
- D. Reimburse the Subrecipient, in accordance with this grant agreement, based on appropriate documentation submitted by the Subrecipient.
- E. At its discretion, independently, or in conjunction with the federal awarding agency, conduct random on-site reviews of the Subrecipient(s).

VI. Reporting Procedures

- A. The Subrecipient agrees to prepare quarterly work reports using the FY 2019 EMPG Work Agreement/Quarterly Report (EMHSD-31) and submit them through EMHSD's online reporting tool by the due date following the end of **each** quarter. Reimbursement of expenditures by the Recipient is contingent upon the Subrecipient's completion of scheduled work activities. Reporting periods and due dates are listed in the FY 2019 EMPG Work Agreement/Quarterly Report (EMHSD-31). The FY 2019 EMPG Work Agreement can be located at www.michigan.gov/emhsd under Grants Programs & Publications, EMPG Publications
- B. If the Subrecipient fails to complete the scheduled work activities during a quarter, the Recipient will withhold reimbursement until either the work is completed, or the Deputy State Director of Emergency Management and Homeland Security approves a delay in the completion of the activity. Forfeiture of funds may result if scheduled work activities are not completed according to established deadlines.
- C. A Subrecipient that fails to complete the annual exercise requirements, as scheduled within the FY 2019 EMPG Work Agreement/Quarterly Report, may be ineligible for EMPG funding for that quarter and all subsequent quarters.
- D. The Subrecipient's failure to fulfill the quarterly reporting requirements, as required by the grant, may result in the suspension or loss of grant funding.

VII. Payment Procedures

- A. The Subrecipient agrees to prepare the form EMD-007 EMPG Expenses Claimed for Local Program Contributions. This form is also referred to as the EMPG Quarterly Billing. The Subrecipient agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation, to the MSP/EMHSD District Coordinator by the due date following the end of **each** quarter, as identified in FY 2019 Emergency Management Report Schedule. The most current EMD-007 form must be used and can be obtained from the MSP/EMHSD District Coordinator.
- B. If the Subrecipient submits required quarterly reports that are late or incomplete, the reimbursement may not be processed until the following quarter. Forfeiture of funds may result if quarterly reports are not completed according to established deadlines.

- C. The Subrecipient agrees to return to the Recipient any unobligated balance of funds held by the Subrecipient at the end of the agreement period or handle them in accordance with the instructions provided by the Recipient.

VIII. Employment Matters

The Subrecipient shall comply with Title VI of the *Civil Rights Act of 1964*, as amended; Title VIII of the *Civil Rights Act of 1968*; Title IX of the *Education Amendments of 1972 (Equal Opportunity in Education Act)*; the *Age Discrimination Act of 1975*; Titles I, II and III of the *Americans with Disabilities Act of 1990*; the *Elliott-Larsen Civil Rights Act*, 1976 PA 453, as amended, MCL 37.2101 *et seq.*; the *Persons with Disabilities Civil Rights Act*, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants. The Subrecipient shall not discriminate against any employee or applicant for employment, to be employed in the performance of this grant agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, limited English proficiency, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Subrecipient agrees to include in every subcontract entered into for the performance of this grant agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of the grant agreement.

The Subrecipient shall ensure that no subcontractor, manufacturer, or supplier of the Subrecipient for projects related to this grant agreement appears on the Federal Excluded Parties List System located at <https://www.sam.gov>.

IX. Limitation of Liability

The Recipient and the Subrecipient to this grant agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

This is not to be construed as a waiver of governmental immunity for either party.

X. Third Parties

This grant agreement is not intended to make any person or entity, not a party to this grant agreement, a third party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

XI. Grant Agreement Period

This grant agreement is in full force and effect from October 1, 2018 to September 30, 2019. No costs eligible under this grant agreement shall be incurred before the starting date of this grant agreement, except with prior written approval. This grant agreement package consists of two identical grant agreements, simultaneously executed; each is considered an original having identical legal effect. This grant agreement may be terminated by either party by giving thirty (30) days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon any such termination, the Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient.

XII. Entire Grant Agreement

This grant agreement is governed by the laws of the State of Michigan and supersedes all prior agreements, documents, and representations between the Recipient and the Subrecipient, whether expressed, implied, or oral. This grant agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the grant end date. No party to this grant agreement may assign this grant agreement or any of his/her/its rights, interest, or obligations hereunder without the prior consent of the other party. The Subrecipient agrees to inform the Recipient in writing immediately of any proposed changes of dates, budget, or services indicated in this grant agreement, as well as changes of address or personnel affecting this grant agreement. Changes in dates, budget, or services are subject to prior written approval of the Recipient. If any provision of this grant agreement shall be deemed void or unenforceable, the remainder of the grant agreement shall remain valid.

The Recipient may suspend or terminate grant funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

- A. Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
- B. Failure to comply with the requirements or statutory objectives of federal or state law.
- C. Failure to make satisfactory progress toward the goals or objectives set forth in the annual EMPG Work Agreement.
- D. Failure to follow grant agreement requirements or special conditions.
- E. Failure to submit required reports.
- F. Filing of a false certification in the application or other reports or documents.

Before taking action, the Recipient will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

XIII. Business Integrity Clause

The Recipient may immediately cancel the grant without further liability to the Recipient or its employees if the Subrecipient, an officer of the Subrecipient, or an owner of a 25% or greater share of the Subrecipient is convicted of a criminal offense incident to the application for or performance of a state, public, or private grant or subcontract; or convicted of a criminal offense, including, but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the Recipient, reflects on the Subrecipient's business integrity.

XIV. Freedom of Information Act (FOIA)

Much of the information submitted in the course of applying for funding under this program, or provided in the course of grant management activities, may be considered law enforcement-sensitive or otherwise critical to national security interests. This may include threat, risk, and needs assessment information; and discussions of demographics, transportation, public works, and industrial and public health infrastructures. Therefore, each Subrecipient agency Freedom of Information Officer will need to determine what information is to be withheld on a case-by-case basis. The Subrecipient should be familiar with the regulations governing Protected Critical Infrastructure Information (6 CFR, Part 29) and Sensitive Security Information (49 CFR, Part 1520), as these designations may provide additional protection to certain classes of homeland security information.

XV. Official Certification

For the Subrecipient

The individual or officer signing this grant agreement certifies by his or her signature that he or she is authorized to sign this grant agreement on behalf of the organization he or she represents. The Subrecipient agrees to complete all requirements specified in this grant agreement.

City of Lansing
Subrecipient Name

069835882
Subrecipient's DUNS Number

For the Chief Elected Official

Andy Schor
Printed Name

Mayor
Title

Signature

Date

For the Local Emergency Manager

William Engelter
Printed Name

Emergency Management Division Chief
Title


Signature

10/8/19
Date

For the Recipient (Michigan State Police, Emergency Management and Homeland Security Division)

Capt. Emmitt McGowan, Commander
Printed Name

Deputy State Director of Emergency
Management and Homeland Security
Title



8/12/19

Signature

Date

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

WHEREAS, The Lansing Office of Emergency Management receives Federally-funded grant dollars, Emergency Management Performance Grant (EMPG), to pay for 35.69% of the program Coordinators Salary and Fringe benefits; and

WHEREAS, The EMPG grant is an annual hand down grant to the State of Michigan and is awarded to Emergency Management programs within the State of Michigan annually; and

WHEREAS, The EMPG grant is designed to provide federal EMPG funds to the sub grantee for the development and maintenance of an emergency management program capable of protecting life, property, and vital infrastructure in time of disaster or emergency; and

WHEREAS, The EMPG awards \$65,645.00 for the duration of twelve (12) months

WHEREAS, The State of Michigan award of \$65,645.00 requires a 50% cost match (cash or in-kind) local match, which is covered through budgetary funding; and

WHEREAS, The EMPG grant will fund a percentage of the compensation of the Emergency Management program coordinator's salary and fringe benefits;

NOW, THEREFORE, BE IT RESOLVED, The Lansing City Council approves acceptance of the EMPG grant in the total amount of \$65,645.00 for the grant period beginning October 1, 2018 and ending September 30, 2019 to fund 35.69% of the Emergency Management program coordinators salary; and

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

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

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, appropriates the following grant award amounts for the following purpose:

\$40,999.15 State Grant Revenue	273.000000.547000.17215
\$23,100.00 Temporary Help	273.132201.707000.17215
\$1,996.65 Fringe Benefits-Variable	273.132201.715400.17215
\$15,220.00 Contractual Services	273.132201.743000.17215
\$72.50 Supplies	273.132201.742000.17215
\$610.00 Training	273.132201.747000.17215

To assist in the basic funding of 54A District Court's Specialty Court, for things such as temporary help, with grant resources from Michigan Drug Court Grant Program administered by the State Court Administrative Office. The grant period is October 1, 2019 through September 30, 2020.

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

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, appropriates the following grant award amounts for the following purpose:

\$160,680	State Grant Revenue
\$79,376	Full-time Help
\$39,177	Fringe Benefits-Variable
\$1,375	Data Communication
\$20,925	Supplies
\$9,327	Transportation
\$10,500	Training, Conferences, Home Visits

To assist in the funding of 54A District Court's Domestic Violence Court, for things such as full-time positions, with grant resources from Michigan Department of Health and Human Services – Bureau of Grants and Purchasing. The grant period is November 1, 2019 through September 30, 2020.



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

RACHAEL EUBANKS
STATE TREASURER

October 4, 2019

Andy Schor, Mayor
City of Lansing, Ingham County
124 W. Michigan Avenue
Lansing, MI 48933

Dear Mayor Andy Schor:

As you are aware, an initial AMAR review was conducted in your local unit. A corrective action plan was submitted by your local unit and approved by the State. A follow up review was conducted on September 16, 2019. That review indicated: The form 5076, Small Business Property Tax Exemption Claim, was not properly processed. The State Tax Commission expects this issue to be corrected by your next full AMAR review.

Thank you for your cooperation throughout this process.

Sincerely,

A handwritten signature in black ink, appearing to read "Will Gast".

Will Gast
Michigan Department of Treasury

Cc: Local Unit Clerk
County Equalization Director
Local Unit Assessor



XV B 2

GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

ORLENE HAWKS
DIRECTOR

Thursday, September 26, 2019

Michael J. Brown, Attorney
C/O BOARD OF TRUSTEES, MICHIGAN STATE UNIVERSITY
mbrown@cebhlaw.com

RID # RQ-1908-14021 **Reference/Transaction:** TRANSFER OWNERSHIP ESCROWED 2019 CLASS C LICENSED BUSINESS WITH SUNDAY SALES PERMIT (PM), ENTERTAINMENT PERMIT, AND SUNDAY SALES PERMIT (AM) FROM HOA RESTAURANT HOLDER, LLC (A DELAWARE LIMITED LIABILITY COMPANY); TRANSFER LOCATION FROM 172 E EDGEWOOD BLVD TO 3535 FOREST RD, STE C88A, LANSING; NEW ADD BAR PERMIT, FOR A TOTAL OF (2) BARS; NEW OUTDOOR SERVICE AREA; NEW SPECIFIC PURPOSE PERMIT (GOLF); TRANSFER CLASSIFICATION FROM CLASS C LICENSE ISSUED UNDER MCL 436.1531 TO CLASS C LICENSE ISSUED UNDER MCL 436.1513(4) (NON-TRANSFERABLE) AT 3535 FOREST RD STE C88A, LANSING, MI 48910-3831 IN LANSING CITY IN INGHAM COUNTY

Please let this letter serve as notice the Michigan Liquor Control Commission has referred your application to our Enforcement Division for investigation of your request.

Applicant/Licensee: BOARD OF TRUSTEES, MICHIGAN STATE UNIVERSITY

Business address and phone number: 3535 FOREST RD STE C88A, LANSING, MI 48910-3831 IN LANSING CITY IN INGHAM COUNTY

Home address and phone number of partner(s)/subordinates:

Board of Trustees, Michigan State University; 426 Auditorium Rd Hannah Administration Building Rm 450 East Lansing MI 48824-1046

As part of the licensing process, an investigation is required by the Michigan Liquor Control Commission Enforcement Division. The Enforcement investigation will be conducted from the following designated District Office:

Lansing District Office (517) 284-6330

You may contact your designated District Office regarding any appointments or questions on documentation requested by the Investigator. **Failure to provide requested information or to keep scheduled appointments will cause the application to be returned to the Lansing office for cancellation.**

Since this request is a transfer under MCL 436.1529(1), approval of the local unit of government is not required. However, a copy of this notice is also being provided to **Local Governmental Unit** should they wish to submit an opinion on the application or advise of any local non-compliance issues.

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit.

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. The licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcoholic liquor. Approval of this license by the Michigan Liquor Control Commission does not waive any of these requirements.

MICHIGAN LIQUOR CONTROL COMMISSION
Retail Licensing Division
(866) 813-0011

cc: HOA RESTAURANT HOLDER, LLC (A DELAWARE LIMITED LIABILITY COMPANY) estherm@hooters.com
LANSING CITY chris.swope@lansingmi.gov

MICHIGAN LIQUOR CONTROL COMMISSION
PAT GAGLIARDI, CHAIRMAN
525 W. Allegan St. • P.O. BOX 30005 • LANSING, MICHIGAN 48909
www.michigan.gov/lcc • 866-813-0011



RECEIVED AUG 08 2019
City of Lansing
 OFFICE OF THE CITY ATTORNEY

1740

Claims Review Committee Form

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

NAME: LEWIS E HANFT DATE: 5 Aug. 2019
 MAILING ADDRESS: 8905 Kingsland Hwy EMAIL: Louscuttingedge@yahoo
 CITY: LANSING STATE: MI ZIP CODE: 48827
 TELEPHONE: Home () 517 231 7436 Work () 517 - 231- 8180

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

ADDRESS: 214 LATHROP St LANSING PARCEL NO. 33-01-01-15-406-171
 DATE OF INCIDENT: Oct. 30 2018 AMOUNT YOU WERE BILLED: 3,140⁰⁰
 TOTAL AMOUNT YOU ARE CONTESTING: 3,140⁰⁰
 TYPE OF ASSESSMENT: WOOD / BRUSH cleanup

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

I own both 210 & 214 LATHROP.
 214 is a vacant lot next to my house on 210.
 I called today to pay my TAXES & was informed of this charge. I'm still in shock! I was never aware there were any debris that needed to be cleaned up and was never mailed anything stating that fact. They said they mailed 214 however there is no mailbox @ 214 so no way to get mail.
 I can not afford this extra expense and am asking for help.

A description of the claims review process is available on our website at: <https://www.lansingmi.gov/349/Claims-Review-Process>

To download the claim form: <https://www.lansingmi.gov/DocumentCenter/View/4639/Claims-Review-Committee-Form?bidId=>



OFFICE OF THE CITY ATTORNEY



MEMORANDUM

To: CHRIS SWOPE, Clerks Office
From: VENUS KUMAR, Paralegal
Subject: SPECIAL ASSESSMENTS CLAIM; Lewis Hanft
Date of Incident: October 30, 2018
Date: October 3, 2019

Attached is a Claim Form received by this office from Lewis Hanft for \$3,140.00 due to Trash violations at 214 Lathrop St.

This claim is being referred to General Services for consideration on the City Council's agenda because this claim exceeds \$2,500.00.

Thank you for your assistance.

/vmk
Attachments

DATE: 9/19/2019

PPN: 33-01-01-15-406-171
DATE SUBMITTED: 8/08/2019
ADDRESS OF VIOLATION: 214 Lathrop Street
LISTED TAXPAYER OF RECORD: Hanft, Lewis E.
OTHER TAXPAYER OF RECORD:
CLAIMANT: Hanft, Lewis E.
CLAIMANT'S ADDRESS: 8905 Kingsland Highway
Eaton Rapids, MI 48827
TYPE OF ACTIONS CONTESTED: Trash Removal
VIOLATION DATE: 10/30/2018
NOTIFICATION DATE: 4/30/2018
2ND NOTICE ASSESSMENT DATE:
AMOUNT OF ASSESSMENT: \$3,140.00
CONTRACTOR NAME - INVOICE NO. - DATE: Crutcher 18-T094 11/13/2018
AMOUNT OF CLAIM: \$3,140.00

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

HISTORY: Grass
Violation
8/13/2019

CITATIONS IN PREVIOUS YEAR: Trash
Violation
10/30/2018

CLAIMANT'S CIRCUMSTANCES: See Attached

CODE OFFICER'S NOTES: This property was cited for the trees that were cut down and left on the property on 10/30/2018. The notice was sent to the taxpayer of record at the time, the owner of the property listed his address as 214 Lathrop. The owner of the property did not update his address with the Assessor until August of this year and also has not paid the Winter 2018 and Summer 2019 Taxes. By ordinance this office is required to send all notifications to the taxpayer of record. The owner of this property owns a tree cutting service and should have been aware after the trees were cut down they could not be left on the property the violations were on the property for at least 20 days from the time our office sent notification to the time the contractor showed up this office recommends denial of the claim.

1740



RECEIVED AUG 08 2019
City of Lansing
OFFICE OF THE CITY ATTORNEY

1740

Claims Review Committee Form

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

NAME: LEWIS E HANFT DATE: 5 Aug. 2019
MAILING ADDRESS: 8905 Kingsland Hwy EMAIL: Louscuttingedge@yahoo
CITY: LANSING STATE: MI ZIP CODE: 48827
TELEPHONE: Home () 517 231 7436 Work () 517-231-8180

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

ADDRESS: 214 LATHROP ST LANSING PARCEL NO. 33-01-01-15-406-171
DATE OF INCIDENT: Oct. 30 2018 AMOUNT YOU WERE BILLED: 3,140⁰⁰
TOTAL AMOUNT YOU ARE CONTESTING: 3,140⁰⁰
TYPE OF ASSESSMENT: WOOD / BRUSH cleanup

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

I own both 210 & 214 LATHROP.
214 is a vacant lot next to my house on 210.
I called today to pay my TAXES & was informed of this charge. I'm still in shock! I was never aware there were any debris that needed to be cleaned up and was never mailed anything stating that fact. They said they mailed 214 however there is no mailbox @ 214 so no way to get mail. I can not afford this extra expense and am asking for help.

A description of the claims review process is available on our website at: <https://www.lansingmi.gov/349/Claims-Review-Process>

To download the claim form: <https://www.lansingmi.gov/DocumentCenter/View/4639/Claims-Review-Committee-Form?bidId=>

CITY OF LANSING

316 N. CAPITOL SUITE C2

Lansing, MI 48933

Ph: (517) 483-4361

Fax: (517) 377-0100

Invoice No.: 00124001

Date: 11/28/2018

Record: E18-10007

HANFT LEWIS E

214 LATHROP ST

LANSING, MI 48912

TOTAL AMOUNT DUE**\$3,140.00**

Item Category	Item Description	Amount Due
Code Compliance	Trash - Admin Fee	\$265.00
Code Compliance	Trash - Contractor Charge	\$2,875.00
Total Amount Due		\$3,140.00

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

INVOICE

BILL TO

Economic Development &
Planning Code
Enforcement Office
316 N Capitol, Ste. C-1
Lansing, MI 48933-1238

INVOICE # 2334

DATE 11/27/2018

PROPERTY ADDRESS

214 Lathrop ST

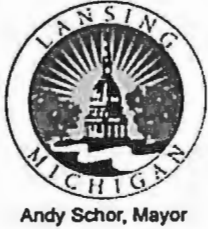
PARCEL NUMBER

33-01-01-15-406-171

ACTIVITY	QTY	RATE	AMOUNT
city:1hour 3 yards first hour and 3 cubic yards	1	175.00	175.00
city:add hours any hours after 1	5	150.00	750.00
city:add hours any hours after 1	13	150.00	1,950.00
11/13/18 15 yards Amy Castillo cut entire tree and removed it from snow			

BALANCE DUE

\$2,875.00



Economic Development & Planning Code Enforcement Office

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

TRASH AND DEBRIS CORRECTION NOTICE

HANFT LEWIS E
214 LATHROP ST
LANSING, MI 48912

Violation Date: 10/30/2018
Violation Location: 214 LATHROP ST
Parcel No: 33-01-01-15-406-171
Compliance Due Date: November 06, 2018

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

Violation: Brush & Tree Limb debris

INSPECTOR COMMENTS: *Entire vacant lot.*

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

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

Code Officer: Amy Castillo (517) 702 4751 amy.castillo@lansingmi.gov

"Equal Opportunity Employer"

Taxpayer's Copy



Andy Schor, Mayor

Economic Development & Planning Code Enforcement Office

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

Trash Authorization Form

Submitted to: Eric Crutcher on 11/09/2018

TAXPAYER: HANFT LEWIS E, 214 LATHROP ST LANSING, MI 48912

Location of Work:

Enf Num: E18-10007

Address: 214 LATHROP ST

Lot No:

Description:

Parcel No: 33-01-01-15-406-171

Remove Trash and Debris

Work Authorized:

Violation: Brush & Tree Limb debris

INSPECTOR COMMENTS: *Entire vacant lot.*

PLUS ANY OTHER INCIDENTAL TRASH / DEBRIS ON THE PROPERTY

Authorized Time required to complete work: 1

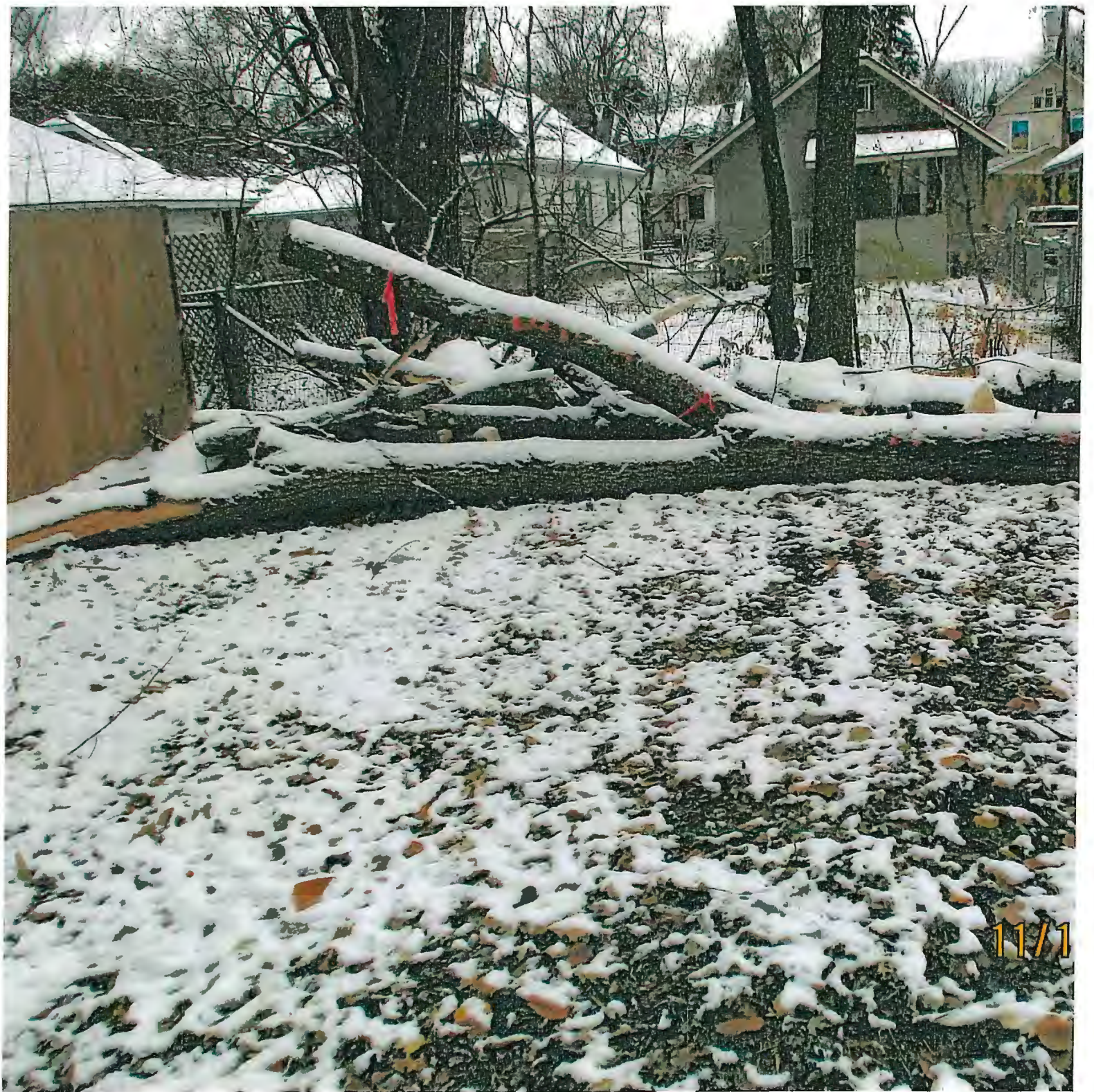
Authorized Cubic Yards: 3

Warning Comment:

Chainsaw required to cut up large tree that is laying on the ground.

Submitted By: Amy Castillo (517) 702 4751

This action is authorized by the Manager of Code Compliance







11/1



11/1



11/1

