

AGENDA

Committee on Development and Planning July 24, 2024 at 3:30 PM



Lansing City Hall, City Council Conference Room
124 W. Michigan Avenue, 10th Floor

To provide input or ask questions on any item that is listed on the agenda,
members of the public may contact the City Council at city.council@lansingmi.gov or (517) 483-4177 prior to the meeting.
To view the meeting live and participate in virtual public comment: <https://www.lansingmi.gov/1212/Council-Committee-Meetings>

Council Member Hussain, Chairperson
Council Member Brown, Vice Chairperson
Council Member Garza, Member

1. **Call to Order**
2. **Roll Call**
3. **Minutes**
 - A. July 10, 2024
4. **Public Comment on Agenda Items (Up to 3 Minutes)**
5. **Discussion/Action:**
 - B. ORDINANCE - Repealing & Replacing the existing Sign Ordinance in its entirety
 - i. Signs Ordinance Draft 07.10.2024
 - ii. Signs Ordinance Draft 05.14.2024
 - C. RESOLUTION - Substantial Amendment; FY 2020-2021 Annual Action Plan to include HOME-ARP Allocation Plan
 - D. RESOLUTION - Setting a Public Hearing on Payment in Lieu of Taxes (PILOT); Genesee Senior Apartments, 835 W Genesee Street
 - E. RESOLUTION - Setting a Public Hearing on Brownfield Plan #81 Amendment No.1; NEOGEN Expansion, 720 E. Shiawassee Street and 703 E. Michigan Avenue
6. **Other**
7. **Adjourn**

Persons with disabilities who need an accommodation to fully participate in these meetings should contact the City Council Office at 517-483-4177 (TTY 711) 24 hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodation requests.



MINUTES
Committee on Development and Planning
Wednesday, July 10 @ 3:30 p.m.
City Council Conference Room

CALL TO ORDER

Council Member Hussain called the meeting to order at 3:30 p.m.

PRESENT

Council Member Hussain, Chair - excused
Council Member Brown, Vice-Chair
Council Member Garza, Member

OTHERS PRESENT

Renee Richmond, Council Administrative Assistant
Greg Venker, OCA
Andy Fedewa, EDP
Kahleea Washington, LEDC
Alex Watkins, LEDC

MINUTES

MOTION BY COUNCIL MEMBER BROWN TO APPROVE THE MINUTES FROM JUNE 26, 2024. MOTION CARRIED 2-0.

Public Comment

No comment at this time.

DISCUSSION/ACTION

ORDINANCE – Repealing & Replacing the existing Sign Ordinance in its entirety

Mr. Fedewa noted there was no public comment at the July 10th public hearing and explained he brought a few minor changes, no broad policy changes, if it did require a second hearing, they would drop them as they want to move forward.

Councilmember Brown asked law if a new public hearing is need, also asked Ms. Richmond how the public will see the requested changes. Ms. Richmond explained they would be added to the packed and republished. Mr. Venker stated generally when an ordinance is introduced and a hearing held, they look at if the changes are more/less restrictive. The question is, is an interested party going to have knowledge that this has changed prior to the ordinance going into effective. Adding, It does state the ordinance is being totally redone, so those that are interested should be aware to look at it and these look like small changes being recommended, another hearing is not necessary.

Councilmember Garza stated he believes there is nothing wrong in having another public hearing. Mr. Fedewa stated if that is the case then they would prefer to move forward as is. Councilmember Brown asked if timing was an issue, Mr. Fedewa responded they would like to get the new ordinance out and preferred not to wait another 1-2 months. Councilmember Brown then asked who made the changes, and Mr. Fedewa stated he did with input from Ms. Stachowiak and Mr. Van Fossen.

Mr. Fedewa then highlighted the four changes:

1. 1310.04 – Stating this was requested by Public Service last Friday, for projecting signs, some project over the right of way in downtown and it was asked for language in there so they can be licensed so they can be reviewed yearly
2. 1310.08 - Electric Message Centers –These are digital signs not just illuminated that have a changing message, may blink or scroll, Lansing Center and Lugnuts just got them, some are large, the current code has no limitation except downtown which is 20 sq. ft. They are now wanting a limitation and 32 sq ft is standard measurement. Councilmember Brown asked where they got 32 sq ft, is it industry standard. Mr. Fedewa indicated it is the size of plywood, easy to recognize. Mr. Venker verified it is a common size for signs that is not a billboard
3. 1310.11 – Just some wording changes, currently can be internally illuminated, some people found distracting, they've had some complaints from the public
4. 1310.13 - These are most of the commercial/industrial institutional districts. Ms. Stachowiak previously spoke on the tier they used to have 5ft - 30ft setback and gradual increase on how tall the sign could be. Now it would be 1-15 ft setback, no bigger than 6ft tall and 32 sq ft in area

Councilmember Brown asked why these weren't included initially, and Mr. Fedewa mentioned some were just oversight, they had many conversations and didn't circle back. Councilmember Garza asked if the 32 sq ft will hinder electronic billboards that are larger. Mr. Venker answered no, those are governed separately. Mr. Fedewa added, the current ordinance wouldn't let a static billboard that is a permanent message convert and it will stay that way. Councilmember Garza verified, those that are already there are grandfathered, and Mr. Fedewa confirmed.

Councilmember Garza stated he had no issue with the revisions as long as it's added to the packet for the public. Mr. Fedewa indicated it will also be published on the city website. Mr. Venker highlighted 1310.04 is already happening and operational, this is more permissive and gives more space on the distance from the property line. Continuing for 1310.11 limiting the internal illumination and limiting the sign size to 32 sq ft. Councilmember Brown asked if this would affect any businesses in pipeline. Mr. Venker stated those permits already in motion stay under the current ordinance, and Mr. Fedewa added they've been informing those that have asked for permits. Councilmember Garza asked when the ordinance would be active Mr. Fedewa stated 30 days from Council approval.

MOTION BY COUNCIL MEMBER GARZA TO APPROVE THE ORDINANCE TO REPEALING & REPLACING THE EXISTING SIGN ORDINANCE IN ITS ENTIRETY. MOTION CARRIED 2-0.

RESOLUTION – Set a Public Hearing; Lansing Gateway Corridor Improvement Authority, Development & Tax Increment Finance Plan

Ms. Washington introduced herself and began summarizing the presentation which is broken into four parts:

1. Introduction of the Lansing Gateway Corridor
2. Community Engagement and Plan Development

3. Development Projects
4. Tax Increment Financing Projections

Councilmember Brown asked to explain the name change from North Grand River CIA to Lansing Gateway. Ms. Washington indicated that this area is believed to be the Lansing Gateway so the name was changed.

Ms. Washington continued briefly summarizing what a Corridor Improvement Authority (CIA) is as well as who the members were. Councilmember Garza asked if the owner of Maria's Tacos was still a member and Ms. Washington indicated she was not. Ms. Washington referenced pages 3 that show the boundaries (slides 5 & 6), and page 4 that highlight the Community Engagement & Plan Development timeline beginning with 2019 to current (slides 7 & 8). She stated she will send a better copy after the meeting.

Councilmember Brown asked Ms. Washington about the fellowship and where she worked. She confirmed she is employed by LEDC, and the municipality applies for the program and then the actual host Community is a combined application, the City of Lansing applies in collaboration with LEDC. Continuing she referenced slides 9 & 10 that highlight the following:

- Design – enhances physical characteristics of the corridor
- Economic Reconstruction – blight elimination, retention & expansion, and small bus development
- Promotions/Marketing – help create positive identify
- Organization – ensuring revitalization is accomplished through fundraising and volunteering

Ms. Washington finished by noting slide 11 the Funding Sources and slides 12 & 13 briefly and the Tax Increment Financing (TIF) and the projections at growth rate.

Councilmember Garza asked when it was North Grand River CIA did, they ask for a TIF and do the other CIAs have them, Ms. Washington indicated no to his first question and yes to the second. Mr. Watkins added the other CIAs have been capturing taxes that they can reuse, this one has not been able to. Councilmember Brown asked why, and Ms. Washington stated they don't have an approved development tax financing plan capacity and it take time.

Councilmember Garza inquired about the hearing date, Ms. Richmond noted it will be held 8/26, and Mr. Watkins questioned it thinking it would be 7/22. Mr. Venker noted 7/22 for Council to set the hearing and 8/26 the hearing date, and it was to meet the public notice requirements. Ms. Washington added they will be mailing and posting along the corridor and news articles.

Councilmember Garza asked about any talks on a CIA for Cedar/Pennsylvania area, Mr. Watkins indicated they have discussed and would need to establish a business district first, those interested could contact LEDC but they will be making proactive calls.

MOTION BY COUNCIL MEMBER GARZA TO APPROVE THE RESOLUTION TO SET A PUBLIC HEARING FOR THE LANSING GATEWAY CORRIDOR IMPROVEMENT AUTHORITY, DEVELOPMENT & TAX INCREMENT FINANCE PLAN. MOTION CARRIED 2-0.

Other

No other topics of discussion.

Adjourned at 4:08p.m.
Submitted by Renee Richmond

Recording Secretary, Lansing City Council
Approved by the Committee on

Richmond, Renee

To: Boak, Sherrie
Subject: RE: Sign Ordinance

From: Hussain, Adam <Adam.Hussain@lansingmi.gov>

Sent: Wednesday, July 17, 2024 2:15 PM

To: Garza, Jeremy <Jeremy.Garza@lansingmi.gov>; Brown, Jeffrey <Jeffrey.Brown@lansingmi.gov>; Boak, Sherrie <Sherrie.Boak@lansingmi.gov>

Subject: Sign Ordinance

D and P Members,

I'd like to thank you two for covering in my absence last week while I was out of the country. Truly appreciated. With that, I do have a few concerns with the subject line matter and I have myriad questions that need to be answered before moving forward with council consideration. As an example, I am uncomfortable with vetting what I believe to be substantive, last-minute changes by the department for final consideration without input from the Planning Commission or a second public hearing. Whether these steps are legally necessary or not, they certainly seem to be appropriate and lend themselves to transparency. Consequently, we are going to pull this item back to committee for discussion and further action on the 24th.

Again, thanks so much for covering in my absence and I look forward to the work ahead.

Adam



MEMORANDUM

TO: Lansing City Council

FROM: Andrew Fedewa, Principal Planner, Economic Development & Planning Department

DATE: July 10, 2024

SUBJECT: PEND-3700 - Sign Ordinance Repeal and Replace - revision

The Planning and Zoning Office proposes the following changes to the draft Sign Ordinance, Chapter 1310. Thank you for your consideration.

Section 1310.04 Licensing, Permits, and Fees **(d) All projecting signs extending over the public right-of-way, regardless of size or permit required, shall be licensed and placed on file with the Public Service Department.**

Section 1310.08 General Sign Provisions (d) Electronic Message Center (EMC). **(4) EMC signs in all commercial or special zoning districts, excluding DT-3, are limited to 32 square feet in sign area.**

Section 1310.11 Temporary Signs (a) In General: (5) ~~May~~ **Shall not** be internally illuminated, ~~except as otherwise prohibited under the Chapter.~~

Section 1310.13 Freestanding Signs (a) SC, MX-C, MX-1, MX-2, DT-2, IND-1, IND-2, IND-3, INST-1, & INST-2 Zoning Districts

(2) Sign shall be set back at least ~~ten (10)~~ **six (6)** feet but not more than fifteen (15) feet from the property lines abutting a public right-of-way.

(5) Any sign set back less than ten (10) feet from the property line shall not exceed six (6) feet in height and thirty-two (32) square feet in area.

An ordinance of the City of Lansing, Michigan, to repeal and replace the existing signs ordinance, being Part 14, Title 4 of the Lansing Codified Ordinances in its entirety, with Part 13, Title 2, regulating the size, location, and character of signs and sign structures on property in Lansing.

THE CITY OF LANSING ORDAINS:

Section 1. That Part 14, Title 4 of the Lansing Codified Ordinances, is hereby repealed in its entirety

Section 2. That in its place, **Part 13, Title 2** of the Codified Ordinances of the City of Lansing, Michigan, be and is hereby enacted to read as follows:

PART 13, TITLE 2

CHAPTER 1310 SIGNS

1310.01 INTENT AND SUBSTITUTION

(a) This chapter is intended to:

- (1) Provide guidance on sign display in limiting the allowable number, size, and placement of signs to protect the public health, safety, and welfare of the City of Lansing.**
- (2) Eliminate visual clutter and distractions to protect and improve traffic and pedestrian safety.**
- (3) Protect and enhance the community's aesthetic quality and the character and appearance of the City of Lansing.**
- (4) Provide standards for the maintenance and repair of signs and establish procedures for enforcing the provisions of this Chapter.**

1310.02 APPLICABILITY

This chapter shall apply to all persons, businesses, and associations owning, occupying, or having control/management of any premises located within the city limits of the City of Lansing.

1 All new, reconstructed, altered, or relocated signs within the city limits shall comply with the
2 provisions of this Chapter. Any sign already erected as of the effective date of this chapter which is
3 rendered nonconforming by the provisions of this chapter or subsequent amendments hereto, shall
4 be subject to the restrictions and regulations contained herein.

5 **1310.03 DEFINITIONS**

6 **ABANDONED SIGN.** A sign advertising a business, activity or product which remains on the
7 premises for more than six (6) consecutive months after the business, activity, or product to which
8 it is related to ceased active operation on the premises.

9 **ABANDONED SIGN STRUCTURE.** A structure which supported a sign and remains on the
10 premises for more than twelve (12) consecutive months after it ceased to support a lawful sign for a
11 business, activity, or product that has ceased active operation on the premises.

12 **ANIMATED SIGN.** A sign or display that uses movement or the appearance of movement using
13 patterns of lights, changes in color or light intensity, computerized special effects, video displays, or
14 through any other method.

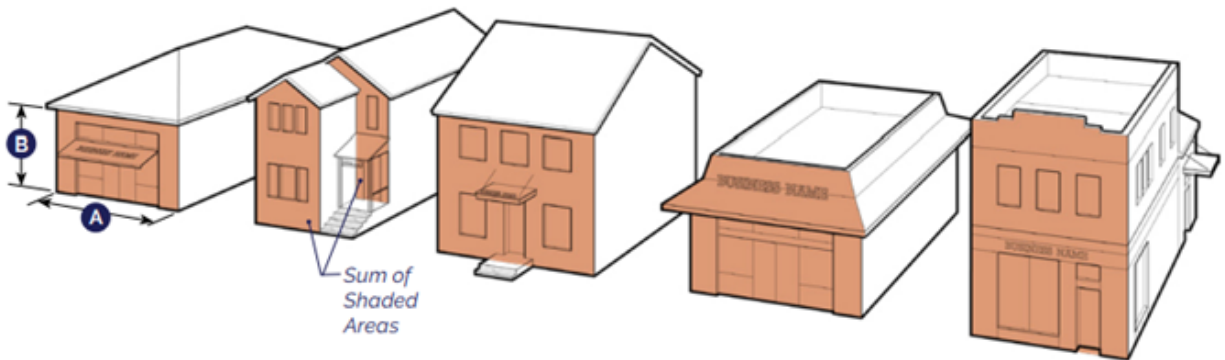
15 **AREA.** The entire area of a sign within the limits of writing or pictorial representation together
16 with any frame, other material, or color forming an integral part of the display, but excluding the
17 necessary supports or uprights on which such sign is attached. The area shall be determined by
18 measuring from the outside edge of the frame, material, or color forming the sign. If the sign has no
19 backing, but a wall or canopy is used as the background, a square or rectangle shall be formed
20 around the text or symbols, and those dimensions will be used to compute the area. When a sign has
21 two (2) or more faces, the area of all faces shall be used in determining the total area of the sign.

22 **BANNER SIGN.** A temporary sign, as further defined herein, made of cloth, paper, fabric, or other
23 flexible materials, either with or without a supporting framework.

24 **BUILDING FAÇADE.** All exterior sides of a building.

BUILDING FRONTAGE. The front of a building facing a right-of-way. In the case of a corner lot, or in the case of a building covering an entire block a building may have more than one frontage. In the case of a multi-tenant building, the frontage of a building or side containing the main entrance directly to that area of the building that the business occupies. For a parcel with more than one (1) line abutting a right-of-way, the building frontage that is used to calculate the allowable wall signage is the one which is intended to be the front wall of the building either by entranceway or another architectural feature. Where this distinction cannot be made, the smaller of the facades facing a right-of-way shall be used to calculate the allowable wall sign area.

[FIGURE 1]



ELECTRONIC MESSAGE CENTER. A sign capable of displaying words, symbols, figures, or images that can be electronically changed by remote or automatic means.

FREESTANDING SIGN. A self-supported sign on the ground by a base, foundation, pole, or brace, not attached to a building and intended to be permanently displayed on the property.

HEIGHT, CLEARANCE. For signs attached to a building or a support structure, the vertical distance measured from the lowest point of the natural grade directly below the sign to the lowest edge of the sign.

[FIGURE 2]



Vertical Clearance

HEIGHT, SIGN. The vertical distance measured from the natural grade directly below the sign to the highest point of the sign or sign structure to which it is attached.

ILLUMINATED SIGN. A sign or part thereof that incorporates fluorescent, neon, LED, or any other form of lighting, or one which is illuminated by an external source such as ground lights that shine directly on the sign.

INSTITUTIONAL LAND USE. Government buildings, schools, churches, hospitals, community centers, public parks, and recreational facilities, or any other public or quasi-public use permitted in the zoning district in which the institution is located.

LEGALLY NONCONFORMING SIGN. A sign which does not comply with one (1) or more of the requirements of this Chapter but was lawfully erected prior to its effective date.

LOCAL STREET. A street not designated as an arterial corridor, activity corridor, suburban corridor, prime connector, or neighborhood connector on the Form-Based Zoning Code Street Typology Map.

MULTI-TENANT SIGN. A sign that provides advertising for two (2) or more establishments that are completely separated from each other within a building, a series of buildings on the same parcel

1 of land, or businesses on adjoining parcels of land that function as a single development with shared
2 access and/or parking.

3 **NEIGHBORHOOD ENTRANCEWAY SIGN.** A sign located on property owned or controlled by
4 the City that identifies the name of a subdivision, condominium development, or neighborhood
5 organization recognized as being active by the City of Lansing Department of Neighborhoods, Arts,
6 and Citizen Engagement.

7 **PROJECTING SIGN.** A sign, other than a wall sign, as defined in this Chapter, affixed to an
8 exterior building wall with the exposed faces perpendicular to the plane of the wall.

9 **PUBLIC SIGN.** A sign, whether temporary or permanent, erected in the public interest by or upon
10 orders from the City of Lansing, Ingham County, State of Michigan, federal government or any
11 agency thereof having appropriate jurisdiction, Public signs include traffic control signs, signs of
12 historical interest, and signs that communicate messages to the public involving safety matters or
13 emergency situations, which signs may or may not be erected in the public right-of-way.

14 **SIDEWALK SIGN.** A portable ‘A-frame’ (Λ) or ‘inverted-T’ sign (⊥) comprised of two (2) separate
15 panels or faces located on a public sidewalk.

16 **SETBACK.** The distance between a property line and the nearest edge of the sign.

17 **SIGN.** A device, fixture, placard, or structure that uses any color, form, graphic, illumination,
18 symbol or writing to advertise, announce or identify the purpose of a person or entity, or to
19 communicate information to the public.

20 **SIGN STRUCTURE.** Includes, but is not limited to a pole, base, or frame intended to be used for
21 the support or display of a sign, regardless of whether the sign itself has been removed.

22 **SUSPENDED SIGN.** A sign that is suspended, hung, or connected to the underside of an awning,
23 canopy, or horizontal building surface, and intended to be viewed by pedestrians on a non-public
24 sidewalk at close range.

25 [FIGURE 3]



TEMPORARY SIGN. A sign, banner, inflatable, or other advertising device, with or without a structural frame, intended for a limited period of display.

TRAFFIC CONTROL SIGN. A sign used solely to direct traffic by identifying building and parking lot entrances/exits, service areas and traffic flow throughout the site.

UNSAFE OR DANGEROUS SIGN. Any sign or sign component, which becomes damaged, insecure, or in danger of falling.

UNLAWFUL SIGN. Any sign that was not lawfully erected or maintained whether prior to or since the adoption of this Chapter.

VACANT PARCEL. Any parcel or lot of record on which no building or structure exists thereon or is not legally occupied.

VEHICLE SIGN. A sign affixed to a parked vehicle or truck trailer which is located on a property primarily for display, rather than for transportation purposes.

[FIGURE 4]



WALL SIGN. A sign attached parallel to and extending not more than twenty-four (24) inches from the wall of a building. Painted signs, signs which consist of individual letters, cabinet signs, and signs mounted on the face of a mansard roof, shall be considered wall signs.

WINDOW SIGN. A sign located on a window or behind a window which is intended to be viewed from the outside. A window sign does not include blinds, shades or screens, or solid color backgrounds that may cover the window and do not display a sign as defined in this Chapter.

1310.04 LICENSING, PERMITS, AND FEES

- (a) **License Required.** No person shall engage in the business of, or perform the work of, installing, erecting, maintaining, repairing, or altering any sign without first obtaining a license therefor from the City Clerk. All such licenses shall automatically expire on April 30 of each year unless renewed. All applications for sign permits must be submitted by a duly licensed sign erector. Said license holder shall perform all work stipulated on the sign permit.
- (b) **Insurance Requirements for Licensees.** All licensees engaged in the installation, alteration, maintenance, repair, or erection of signs shall file with the City Clerk proof of a general liability insurance policy and enforcement which insures the licensee and the City against any liability imposed upon the licensee and/or the City arising out of the work performance for the signs. Such insurance shall provide for the payment to any person injured, or to another by reason of the death of any one person, to the extent of \$100,000.00, and for the

1 **payment of \$300,000.00 for injuries to or the death of more than one person, and for property**
2 **damage in the amount of \$100,000.00.**

3 **(c) Permit Required. Unless specifically exempt under this Chapter, no person shall erect,**
4 **construct, relocate, or cause to be erected, constructed, relocated, or significantly altered,**
5 **any sign, without first obtaining a sign permit with information required by the Building**
6 **Safety Office. A separate, additional electrical permit is required for new electrical service**
7 **or any changes to existing electrical service regardless of the size or exemption status of the**
8 **sign. All signs exempted from permit shall be reviewed by the zoning administrator for**
9 **compliance with this Chapter.**

10 **(d) All projecting signs extending over the public right-of-way, regardless of size or permit**
11 **required, shall be licensed and placed on file with the Public Service Department.**

12 **(e) Permit Application. Each sign permit application shall require the applicant to provide the**
13 **following information:**

14 **(1) The name, current address, and current telephone number of the applicant.**

15 **(2) The legal description or the permanent parcel number, and the address, of the parcel**
16 **on which the activity is to occur.**

17 **(3) The location of the proposed sign relative to the property lines of the parcel.**

18 **(4) All points of ingress and egress on the subject parcel and on adjacent parcels if there**
19 **are adjacent parcels within 60 feet of the proposed sign location or alteration, and the**
20 **location of parking spaces, if any.**

21 **(5) A sign plan which includes the following information: location of sign on parcel, sign**
22 **dimensions, sign message dimensions, height, width of building, parcel zoning district,**
23 **and a sign sketch.**

24 **(6) Construction design information.**

(7) Any other information which, in the determination of the Department, may be necessary to adequately review the proposal.

Sign permit applications, along with the appropriate nonrefundable fee, shall be submitted to the Building Safety Office on forms made available by the City. Upon receipt of a sign permit application, the Building Safety Office shall forward the application to the Planning Division for review and approval prior to the issuance of a sign permit. If it is discovered that the sign permit application contains any false information, the Building Safety Office may revoke the permit or deny the permit application, whichever is appropriate.

(f) **Exceptions.** No permits are required for the following signs or changes thereto:

(1) Signs that are less than ten (10) square feet in area.

(2) Exempt Signs listed in Section 1310.09 and Temporary Signs permitted by Section 1310.11.

(3) The changing of removable parts of an approved sign that is designed for such changes, or the repainting or reposting of display matter.

(4) The replacement of a sign face within an existing sign cabinet if it does not involve the replacement of any structural component of the sign.

These exceptions do not relieve the sign owner or the owner of the property upon which the sign is located from compliance with all other requirements of this Chapter regarding size, placement, erection, maintenance, removal, and disposal.

(g) **Appeal Procedure.** An appeal of any decision by the Zoning Administrator shall be made as follows:

(1) Appeals pertaining to the structural features or abandonment of a sign shall be made to the Building Board of Appeals.

1 **(2) Square footage of sign area, setback requirements, message unit limitations and other**
2 **dimensional requirements shall be made to the City Board of Zoning Appeals.**

3 **(3) All appeals shall be made within 30 days from the date of receipt-of the decision, by**
4 **the Zoning Administrator, that is being appealed.**

5 **An appeal fee shall be paid at the time of the filing of the appeal. The appeal application shall**
6 **specify the particular grounds upon which the appeal is based and shall be signed by a party**
7 **aggrieved, or his or her authorized representative. If a variance is sought, the appeal shall**
8 **specify the requirements from which the variance is sought, and the nature and extent of**
9 **such variance.**

10 **(h) Inspection of Work Covered by Permit. A person conducting or performing work covered**
11 **by a permit required by this chapter shall notify the Building Safety Officer or their designee**
12 **when such work has commenced, in accordance with the inspection schedule established by**
13 **the Building Safety Office. Unless otherwise indicated, no person shall conceal any portion**
14 **of such work until it has been inspected and approved by the Building Safety Officer or their**
15 **designee. When required, a certificate of inspection will be issued. No electrical or**
16 **illuminated sign shall be permanently operated before it has been inspected in accordance**
17 **with the City Electrical Code.**

18 **(i) Suspension or Revocation of Licenses and Permits. The Director shall give notice, in writing,**
19 **to the holder of a license or permit issued under this chapter of the reasons for any proposed**
20 **suspension or revocation of such license or permit, which notice shall be served upon such**
21 **holder at least five days before the time set for the hearing before the Building Board of**
22 **Appeals. At the hearing, the licensee or permittee may appear, in person, or be represented**
23 **by counsel, and may contest such suspension or revocation. For good cause shown at such**
24 **hearing, the Building Board of Appeals may suspend or revoke any such license or permit.**

- (j) Fees. Permit, licensing, and appeal fees shall be established by resolution of the City Council and are nonrefundable.

1310.05 SIGN ILLUMINATION

- (a) An electrical permit is required for new electrical service or any changes to existing electrical service regardless of the size or exemption status of the sign.
- (b) The intensity of all lights used for the illumination of a sign shall be maintained at a level, and directed, positioned, or shielded to prevent:
- (1) Glare onto adjacent properties;
 - (2) Interfering or impairing the vision of motorists or bicyclists traveling on a public right of way; and
 - (3) Competition for attention with other signs in the area.

1310.06 MAINTENANCE

- (a) All signs, including those for which a permit is not required, shall be maintained in a safe and working condition. Signs with peeling paint, excessive rust, broken sign faces, bent cabinets or supports, or any other structural or operational defect, including burned out light bulbs or tubes, shall be in violation of this Chapter.

1310.07 ENFORCEMENT

The Zoning Administrator, Building Official, or any of their designees are authorized to enforce this Chapter.

- (a) Right of Entry. Whenever it is necessary to make an inspection to enforce any of the provisions of this chapter, or whenever an authorized enforcing officer of the City has reasonable cause to believe that there exists on any building or upon any premises any condition or violation of this chapter which makes such building or premises unsafe, dangerous or hazardous, the authorized enforcing officer may enter such premises at all reasonable times to inspect the same or to perform any duty imposed upon the authorized

1 enforcing officer by this chapter, provided that if such premises is occupied, the authorized
2 enforcing officer shall first present proper credentials and request entry. If such premises is
3 unoccupied, the authorized enforcing officer shall first make a reasonable effort to locate the
4 owner or other persons having charge or control of the premises and request entry. If such
5 entry is refused, the authorized enforcing officer shall have recourse to every remedy
6 provided by law to secure entry.

7 (b) **Unsafe, Dangerous, Unlawful, Abandoned Signs.** Unsafe, dangerous, unlawful, or
8 Abandoned signs, as determined by the authorized enforcing officer, shall be immediately
9 removed, or shall be made safe or lawful whichever is appropriate in accordance with all the
10 provisions of this chapter, and laws of the State of Michigan. The authorized enforcing
11 officer shall notify the property owner and/or other known responsible parties in writing of
12 such condition and shall direct them to remove the sign in question or make immediate
13 corrections, whichever is appropriate. Should the property owner and/or other known
14 responsible parties fail to comply with such notice, the authorized enforcing officer shall take
15 all action necessary to remove the sign or correct the unlawful or unsafe condition, including
16 Court ordered enforcement. If ordered by a court, any cost incurred by the City in removing
17 or making the sign safe shall be a lien against the real property on which the sign is located,
18 and shall be reported to the City Assessor, who shall bill the property owner and/or other
19 known responsible party and assess the cost against the property until paid. Any property
20 owner and/or other known responsible party aggrieved by the determination of the
21 authorized enforcing officer, may appeal the determination as provided in Section 1310.04(f).

22 (c) **Legally Nonconforming Signs, Sign Structures.** Legally Nonconforming Signs or Sign
23 Structures shall be immediately removed by the property owner and/or other responsible
24 parties, consistent with standards for loss of legal nonconformity of [Chapter 1270](#). The
25 authorized enforcing officer shall notify the property owner and/or other known responsible

parties in writing of such condition and shall direct them to remove the sign or sign structure in question. Should the property owner and/or other known responsible parties fail to comply with such notice, the authorized enforcing officer shall take all action necessary to remove the nonconformity, including pursuing Court ordered enforcement. If ordered by a court, any cost incurred by the City in removing the sign or sign structure shall be a lien against the real property on which the sign or sign structure was located, and shall be reported to the City Assessor, who shall bill the property owner and/or other known responsible party and assess the cost against the property until paid. Any property owner and/or other known responsible party aggrieved by the determination of the authorized enforcing officer, may appeal the determination as provided in Section 1310.04(f).

(d) **Right-of-Way Signs.** Except as otherwise provided in [Chapter 1022](#), signs illegally placed in the public right-of-way may be removed and disposed of by the City, without notice to the owner of the property adjoining the right-of-way or the owner of the sign. The City may also issue a civil fine to the owner of the illegally placed sign(s).

1310.08 GENERAL SIGN PROVISIONS

- (a) Signs are permitted as an accessory use to a primary use. When the building on the premises containing the primary use is removed, all signs and sign structures located on the premises shall also be removed prior to finalization of the demolition permit.
- (b) Buildings in the DT-3 “Downtown Core” zoning district that are used for a public purpose and are owned or entirely occupied by the United States Federal Government, State of Michigan, or the City of Lansing and any of its agencies, departments or instrumentalities are exempt from the dimensional requirements of this chapter. The Director of the Department of Economic Development and Planning shall have sole authority to approve or deny signs for these agencies after reviewing the proposed signs' compatibility with the surrounding area and the intent expressed in this chapter.

(c) Location.

- (1) Setbacks required by this Ordinance shall be measured from the property line adjoining a public right-of-way to the nearest edge of the sign.**
- (2) No freestanding sign shall be placed closer to any side or rear property line than five (5) feet.**
- (3) No sign, other than those installed by agencies of government or those authorized to be installed by such agencies with appropriate jurisdiction may be erected, or placed on public property, including rights-of-way.**
- (4) No sign may be installed in a location that obstructs the clear vision areas required by Section 1250.03.03 of the Zoning Ordinance or interferes in any way with the free use of any public right-of-way, public or private sidewalk, intersection, ingress or egress point, transit stop, parking space, drive aisle, driveway, building entrance, fire escape, or accessibility ramp.**
- (5) A plot plan depicting the clear vision area shall be provided with the sign permit application for a freestanding sign.**

(d) Electronic Message Center (EMC).

- (1) All Electronic Message Center signs shall have automatic dimming controls, either by photocell or via software settings, in order to bring EMC lighting level at night into compliance with this chapter.**
- (2) EMC signs located within two hundred (200) feet of a residentially zoned property or property being used for residential purposes, shall not be illuminated between the hours of 11:00 pm and 6:00 am.**
- (3) To preserve open vistas, protect the historic integrity of, and enhance the visual cityscape of Downtown Lansing and the Michigan State Capitol Building, EMC signs in the DT-3 district shall be limited to 20 square feet in sign area.**

(4) EMC signs in all commercial or special zoning districts, excluding DT-3, are limited to 32 square feet in sign area.

(5) No sign message shall blink, scroll, flash, or be animated.

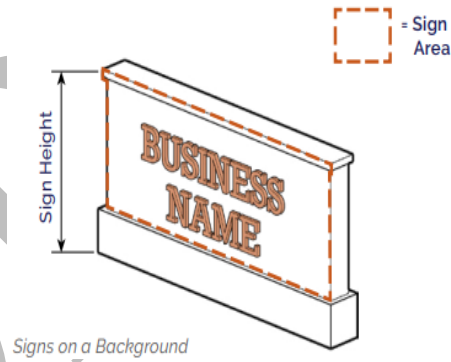
(6) All messages shall remain static while being displayed but may instantly change once every eight (8) seconds or longer.

(7) Any EMC sign that is malfunctioning shall be turned off until such time that it is functioning properly.

(e) Sign Area Measurements.

(1) The entire area of the framework and background of the sign is calculated as sign area, including any material or color forming the sign face or background used to differentiate the sign from the structure against which it is placed.

[FIGURE 5]



(2) The sign area for a sign mounted on a building wall, awning, fence, or landscape wall is the area of a rectangle that encompasses each word or graphic element. Sign area does not include any supporting framework or bracing, unless it is part of the message or graphic element.

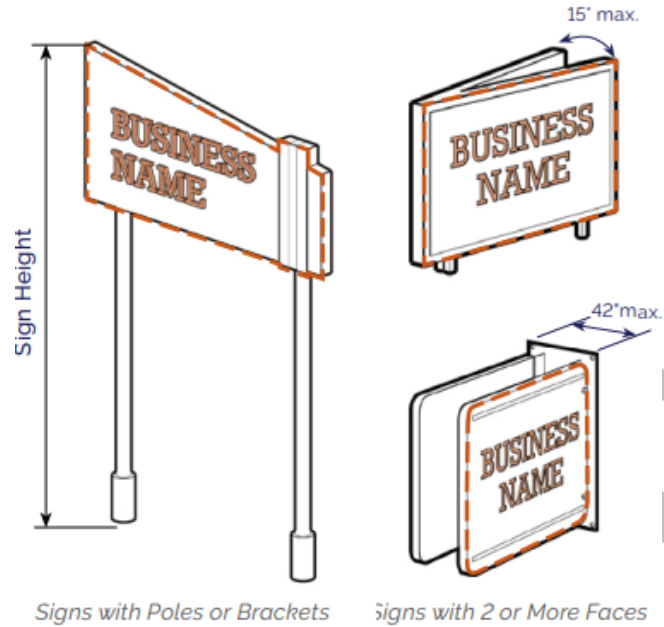
[FIGURE 6]



Individually Mounted Letters & Signs on an Awning

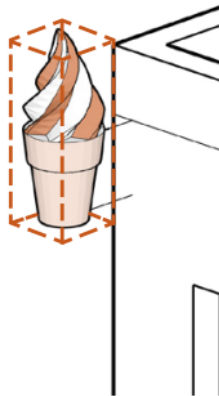
- (3) For signs that include a pole, pole cover, or bracket, the portion of the structure that is not an integral part of the display area shall not be included in the overall calculation of sign area provided no pole or pole cover exceeds two (2) feet in width.
- (4) If a sign has two (2) or more faces, the area of all faces is included in determining the area of the sign. However, if two (2) sign faces are placed back-to-back, or at an angle no greater than fifteen (15) degrees from one another so that both faces cannot be viewed from any point at the same time, the sign surface area shall be computed by the measurement of one (1) of the sign faces. In addition, sign faces that are part of the same sign structure shall not be more than forty-two (42) inches apart.

[FIGURE 7]



- (5) The sign area of Three-Dimensional, Free-Form, or Sculptural (nonplanar) signs is calculated as fifty (50) percent of the sum of the area of the four (4) vertical sides of the smallest cube that will encompass the sign.

[FIGURE 8]



- (f) **Preservation of Required Landscaping.** No tree or shrub that was installed as part of an approved site or landscape plan for the property upon which it is planted, or which is otherwise required to comply with the requirements of the Zoning Ordinance, may be removed or trimmed to the extent that it may not survive, in order to accommodate a sign. Upon request, the Zoning Administrator may approve the relocation or replacement of plant

materials, if it can be done in a manner that satisfies the requirements and the intent of the Zoning Ordinance regarding landscaping, screening, and buffering.

1310.09 EXEMPTION FROM PERMITTING

The following signs do not require a sign permit, but are subject to the applicable requirements of this chapter:

- (a) **Address Number Sign.** A sign that identifies the address of a property, structure, or establishment, provided it does not exceed four (4) square feet in area for buildings containing four (4) residential units or fewer and no other uses or sixteen (16) square feet in area for a building containing five (5) or more residential units or any non-residential uses.
- (b) **Public sign.** Public signs as defined by this Chapter and notices erected, authorized, or mandated by any governmental law, statute, ordinance, or signs that conform to the U.S. Department of Transportation, Federal Highway Administration's Manual on Uniform Traffic Control Devices and is installed for the purpose of directing or instructing traffic.
- (c) **Construction/Work Zone Signs.** Signs designating construction/work zones, signs warning people to keep out of certain areas due to hazardous conditions, and signs identifying the future development of the site for which the construction fence is erected may be affixed to the fence, subject to the following conditions:
 - (1) Shall not be in the public right-of-way unless the project involves permitted work in the public right-of-way or unless the sign is affixed to an authorized temporary fence or barricade around the construction/work zone area in the public right-of-way.
 - (2) Must be removed within five (5) calendar days upon completion of the project.
 - (3) Signs are allowed on each frontage of the construction/work zone.
 - (4) Shall not extend beyond the top or the ends of the support structure to which it is attached.

(d) **Sidewalk Sign.** A two-sided, portable sign, placed directly outside of the establishment to which it relates, are allowed subject to the following conditions:

(1) A maximum of one (1) sidewalk sign is allowed per establishment per street frontage.

(2) Sign shall not exceed six (6) square feet in sign surface area per side and three (3) feet in height.

(3) Sign may be placed outside on the premises or public sidewalk during the business hours of the establishment to which it relates only and shall be stored indoors at all other times.

(4) Sign shall not interfere with ingress and egress to a building, parking lot or street; shall always maintain a minimum of five (5) feet of unobstructed sidewalk clearance; and shall not interfere with visibility at the intersection of any street or driveway.

(5) Sign shall not be illuminated, contain any electronic components, or have attached to it any balloons, streamers, banners, or other such materials.

(6) Sign may not be placed outdoors when high winds, heavy rain, or heavy snow conditions are present and may not interfere with any snow removal operations.

(e) **Suspended Signs.** One (1) suspended sign up to six (6) square feet in area is permitted for each ground floor establishment. A minimum vertical clearance of at least eight (8) feet from the lowest edge of the sign to the finished grade directly below is required.

(f) **Flags** that are not intended to solely draw attention to the site or any business/operation occurring thereon, shall be permitted on flag poles that are anchored into the ground, are at least twenty (20) feet but no taller than thirty-five (35) feet in height and not located in a public right-of-way.

1310.10 PROHIBITED SIGNS

The following signs and any other signs not specifically permitted by this Chapter are prohibited:

(a) **Signs which are:**

- (1) Abandoned signs, sign structures, or parts thereof.**
- (2) Animated signs using or indicating movement using lights or moving parts.**
- (3) Balloons, inflatables, pennants, streamers, spinners, or flags, and other objects which are used as signs.**
- (4) Banner signs extending on or over public property, except as authorized by the City, County, or State.**
- (5) Unlawfully installed or erected.**
- (6) Unsafe or capable of causing electrical shock.**
- (7) Using words or symbols which would tend to mislead or confuse vehicle operators. For example, "STOP", "LOOK", "DANGER".**
- (8) Obstructing the view of, imitating, copying, purporting to be, or may be confused with any authorized official sign, traffic sign, traffic signal, or traffic control device.**
- (9) Obstructing or impairing access to windows, doors, roofs, or other building openings necessary for fire escape.**
- (10) In the public right-of-way, except as permitted and regulated elsewhere in these Ordinances.**
- (11) Attached to trees, streetlights, traffic signs, utility poles, utility boxes, or standpipes.**
- (12) Attached to any fence, wall, retaining wall, or accessory structure.**
- (13) Vehicle Signs.**
- (14) If attached to a building, project above the parapet or roof line, except as otherwise permitted and regulated by this Chapter.**
- (15) Contain obscenity.**

1310.11 TEMPORARY SIGNS

(a) In General:

- (1) Each non-residential use and each multiple family residential use with more than twenty (20) units is permitted one (1) temporary sign for up to thirty (30) calendar days, twice during a calendar year on the parcel of land where the business, agency, institution, or residential use to which the sign relates is in active operation.**
- (2) Shall only be permitted on parcels that have at least one (1) property line abutting a non-local street and shall be oriented toward a non-local street.**
- (3) A temporary freestanding sign shall not exceed thirty-two (32) square feet in area.**
- (4) A temporary wall sign shall not exceed fifty (50) square feet in area.**
- (5) Shall not be internally illuminated.**
- (6) An additional temporary sign may be allowed per parcel when the parcel, building, or building suite to which the sign relates is being offered for sale or lease subject to the following restrictions:**
- a. Sign shall not be located in the public right-of-way.**
 - b. One (1) sign is allowed per street frontage.**
 - c. Sign shall not interfere with ingress and egress to a building, parking lot or street, shall always maintain a minimum setback of five (5) feet from a property line abutting a road right-of-way and shall not interfere with visibility at the intersection of any street or driveway.**
 - d. Sign shall not exceed twelve (12) square feet in area and four (4) feet in height on residential parcels of land that have twenty (20) residential units or fewer or on parcels of land containing nonresidential uses that are less than one-half (0.5) acres in size.**
 - e. Sign shall not exceed thirty-two (32) square feet in area and six (6) feet in height on residential parcels of land containing more than (20) residential**

units or on parcels containing nonresidential uses that exceed one-half (0.5) acres in size.

- f. Sign shall be removed within five (5) calendar days following the closing of the sale or lease.

(7) Additional temporary signs may be allowed per parcel leading up to and following an official local, county, state, or federal election or referendum subject to the following restrictions:

- a. Sign shall not be located in the public right-of-way.
- b. Sign shall not interfere with ingress and egress to a building, parking lot or street and shall not interfere with visibility at the intersection of any street or driveway.
- c. Sign shall not exceed six (6) square feet in area or three (3) feet in height.
- d. Sign shall be removed within ten (10) calendar days following the election to which the sign was associated.

(b) Temporary Freestanding Signs:

- (1) Shall be subject to the site visibility requirements of Section 1250.03.03 of the Zoning Ordinance.
- (2) Shall be setback at least ten (10) feet from a property line abutting a public right-of-way line.
- (3) Shall not exceed six (6) feet in overall height.
- (4) No temporary sign of any kind, except for sidewalk signs and construction/work zone signs as permitted and regulated by this Chapter, shall be allowed in the public right-of-way.

(5) Shall not be permitted on parcels of land in the DT-1 zoning district that are less than one-half (0.5) acres in size or have more than fifty percent (50%) of the total building area on the parcel in use for residential purposes.

(c) Temporary Wall Signs:

(1) Must be flat mounted against the wall of a building and properly affixed thereto.

(2) Shall not be placed above the first floor of the building, on a roof, or extend above the roofline of a building.

(3) Shall not be illuminated.

(d) Temporary Signs in Residential districts

(1) Temporary signs on parcels in residential zoning districts and on parcels used for single- or two-family dwellings in the DT-1 district are limited to three (3) feet in height and three (3) square feet in sign area.

(2) Temporary signs shall not be placed in the right-of-way or attached to a fence, structure, or residential building.

1310.12 WALL SIGNS

(a) In General:

(1) Wall signs shall be parallel to the building wall they are attached to and shall not project more than twenty-four (24) inches from the building wall. Wall signs may only extend up to thirty-six (36) inches beyond the wall of the building it is attached to in order to accommodate a curved design or a sign that has depth through overlapping planes or varying plane thickness.

(2) Wall signs shall not obstruct any door, window, fire escape, or ventilation system

(3) Wall signs shall not extend above the top of a building wall or beyond the ends of the wall to which they are attached, except as otherwise permitted by this chapter.

- (4) Wall signs shall be located no higher on the building wall than twenty (20) feet from the finished grade of the wall to which it is attached.**
- (5) One (1) sign shall be permitted on each of the four (4) walls facing different directions on:**
- a. Buildings being used for non-residential land uses.**
 - b. Buildings with a mix of residential and nonresidential uses.**
 - c. A multiple-family residential building containing more than twenty (20) units, except that no sign shall be permitted on a building wall that faces an adjoining parcel being used solely for residential purposes with less than twenty (20) units.**
- (6) Each business that has a pedestrian or loading entrance on the rear of the building shall be permitted one (1) additional ten (10) square foot sign on the wall near that entrance to the building, for identification purposes only.**
- (7) A wall sign may be attached to a mansard roof subject to all other requirements of this chapter.**
- (8) In addition to wall signs, buildings that have at least six (6) stories above ground and are not used solely for residential purposes may have one (1) building identification sign on each of the four (4) walls of the highest floor of the building facing different directions. The building identification signs shall not exceed one hundred (100) square feet in area.**
- (9) Wall signs may only be illuminated if the wall does not face a Single- or Two-Family residential use.**
- (10) The combined total area of all walls signs shall not exceed what is permitted for the building based upon Table 1310.12 (a)(9):**

Table 1310.12 (a)(9)	
Building Frontage	Maximum Wall Sign Area
Up to 39 lineal feet of building frontage	15 percent of building façade area Maximum size of 50 square feet
40 feet to 99 feet of lineal building frontage	15 percent of building façade area Maximum size 150 square feet
100 feet or more of lineal building frontage	15 percent of building façade area Maximum size 200 square feet
Building façade area calculated by 15 feet in height x building width	

(b) Multi-Tenant Buildings

- (1) Each business that occupies part of and has a direct entrance on the front wall of the building shall be permitted one (1) wall sign, the allowable square footage shall be based upon Table 1310.12 (a)(9) and determined by the linear footage of the front wall of the building that the business occupies.**
- (2) Businesses that occupy a corner suite are permitted one (1) sign on the front wall and one (1) sign on the side wall of the building where the business is located. The allowable square footage for a sign on the side wall of the building is limited to one-half (0.5) of the square footage that is permitted for the business on the front wall of the building or fifty (50) square feet, whichever is greater.**
- (3) Multi-tenant buildings may have one (1) multi-tenant wall sign on the rear facade of the building that is occupied by businesses. The allowable square footage for a sign on the rear of the building shall be the same as, and shall not be deducted from, what is permitted for the businesses on the front or side walls of the building.**

(4) Businesses that do not occupy any part of the frontage of the building shall be permitted one (1) sign, not exceeding ten (10) square feet in area on the front wall of the building, near the entrance for which the business can be accessed.

1310.13 FREESTANDING SIGNS

(a) S-C, MX-C, MX-1, MX-2, DT-2, IND-1, IND-2, IND-3, INST-1 & INST-2 Zoning Districts.

(1) One (1) freestanding sign per parcel of land is permitted. One (1) additional sign may be permitted on a corner parcel that is more than five (5) acres in size and has frontage along and direct access to two (2) non-local roads, if both signs are not oriented towards and clearly visible from the same road.

(2) Sign shall be set back at least six (6) feet but not more than fifteen (15) feet from the property lines abutting a public right-of-way.

(3) A freestanding sign may be set back up to thirty (30) feet from property lines abutting a public right-of-way if approved by the Zoning Administrator based on dimensional restraints of the property or building placement.

(4) Sign shall not exceed twenty-five (25) feet in height and one hundred twenty (120) square feet in area.

(5) Any sign set back less than ten (10) feet from the property line shall not exceed six (6) feet in height and thirty-two (32) square feet in area.

(6) No freestanding sign shall be erected on a vacant parcel.

(b) MX-3, DT-1, DT-3, R-AR, MFR and R-MX Zoning Districts.

(1) One (1) freestanding sign shall be permitted on each parcel of land containing a non-residential use, a mix of residential and non-residential uses or a multiple family residential use with more than twenty (20) residential units. One (1) additional sign may be permitted on a corner parcel that is more than five (5) acres in size and has

frontage along and direct access to two (2) non-local roads, if both signs are not oriented towards and clearly visible from the same street.

(2) Sign shall only be permitted on parcels that have frontage on and shall be oriented towards a non-local street.

(3) Sign shall not exceed six (6) feet in height and thirty-two (32) square feet in area and shall be setback at least six (6) feet from property lines abutting a public right-of-way on parcels that are less than one (1) acre in size.

(4) Sign shall not exceed ten (10) feet in height and sixty (60) square feet in area and shall be setback at least ten (10) feet from property lines abutting a public right-of-way on parcels that are more than one (1) acre in size.

(5) No freestanding sign shall be erected on a vacant parcel.

(c) Institutional Uses.

(1) Institutional uses in the S-C, MX-C, MX-1, MX-2, MX-3, DT-1, DT-2, DT-3, IND-1, IND-2, and IND-3, zoning districts shall be subject to the same sign regulations as all other uses within said districts.

(2) In all other zoning districts, one (1) freestanding sign shall be permitted on parcels that are at least one-half (0.5) acre in size, have at least one (1) property line abutting a non-local street and contain an institutional use in active operation. One (1) additional sign may be permitted on a corner parcel that is more than five (5) acres in size and has frontage along and direct access to two (2) non-local streets, if both signs are not oriented towards and clearly visible from the same street.

(3) One (1) freestanding sign per entrance to the site along a non-local street shall be permitted for institutional uses in all zoning districts that are more than ten (10) acres in size, as long as the signs are separated by at least one hundred (100) feet.

(4) Sign shall not exceed six (6) feet in height and thirty-two (32) square feet in area and shall be setback at least six (6) feet from property lines abutting a public right-of-way on parcels that are less than one (1) acre in size.

(5) Sign shall not exceed ten (10) feet in height and sixty (60) square feet in area and shall be setback at least ten (10) feet from property lines abutting a public right-of-way on parcels that are more than one (1) acre in size.

(d) Multi-Tenant Signs

(1) Signs shall be permitted in the SC, MX-C, MX-1, MX-2, IND-1, IND-2, IND-3, INST-1, and INST-2 zoning districts.

(2) One (1) sign per parcel of land is permitted. One (1) additional sign may be permitted on a corner parcel, at least five (5) acres in size, with frontage along two (2) non-local streets if both signs are located near a primary entrance to the site and are not oriented towards or clearly visible from the same street.

(3) Sign shall not exceed twenty-five (25) feet in height and two hundred (200) square feet in area.

(4) Sign shall be setback at least ten (10) feet but no more than thirty (30) feet from the property lines abutting a public right-of-way.

(5) A business that is accessed from an adjacent multi-tenant site may, with expressly written permission from the sign owner, advertise its business on the multi-tenant sign but will then not be entitled to an additional freestanding sign on the parcel of land occupied by the business.

(e) Signs that are located interior to a school campus, hospital campus, park, multiple-family development, or multi-tenant commercial development may exceed the number of signs allowed herein, provided that such signs are not clearly legible from any public street.

- 1 **(f) A business whose building and associated parking lot(s) covers multiple parcels that are not**
2 **combined but are immediately adjacent to one another and are associated with the same**
3 **establishment shall not be permitted more than one (1) freestanding sign.**

4 **1310.14 WINDOW SIGNS**

- 5 **(a) Window signs shall not exceed twenty (20) percent of the area of the window from which the**
6 **sign can be seen from the exterior of the building. All mounting hardware and equipment**
7 **shall be concealed from the exterior view of the building. In the case of multi-pane windows,**
8 **the surface area of the window shall be the combined surface area of the individual panes.**

9 **1310.15 AWNING/CANOPY SIGNS and VEHICLE SERVICE STATION CANOPY**
10 **SIGNS**

- 11 **(a) Awning/canopy signs.**

12 **(1) Signs, on awnings or canopies located above entrances to a building intended to**
13 **provide shelter or installed as an architectural element, shall count towards the**
14 **allowable number and square footage of wall signage permitted for the business in**
15 **the building that it relates thereto.**

16 **(2) A sign may extend up to five (5) feet vertically above the flat roof of a canopy. If the**
17 **sign is limited to the address or the name of the building, it shall not count towards**
18 **the wall signage limitations. In no case shall the sign exceed forty (40) square feet in**
19 **area.**

20 **(3) Electronic Message Center signs are not permitted on awnings or canopies.**

21 **(4) Only awnings or canopies on the first-floor story of the building may contain signs.**

22 **(5) The sign area shall not exceed what is permitted for wall signage for the building, or**
23 **fifty (50) percent of the awning or canopy surface on which it is displayed, whichever**
24 **is less.**

(6) All awnings or canopies shall be subject to the architectural standards set forth in Section 1246.04.01 (d) of the Zoning Ordinance.

(b) Motor Vehicle service station canopy signs.

(1) One (1) sign is permitted on each side of the canopy.

(2) No part of the sign shall extend above or below the canopy and must be flat mounted against the canopy.

(3) Signs shall not exceed twenty-five percent (25%) of the area of the side of the canopy to which it is attached.

(4) Signs on canopies shall not count towards the allowable number of wall signs for the building, whether or not it is attached thereto.

(5) EMC signs are permitted.

1310.16 PROJECTING SIGNS

Projecting signs are permitted in all non-residential zoning districts for each business occupying a building subject to the following provisions:

(a) One (1) sign per business. Businesses on corner parcels that occupy a part of the first-floor building walls, may have one (1) projecting sign facing each public street. First floor businesses that have a customer entrance at the rear of the building may have one (1) projecting sign on the rear building wall.

(b) Sign shall not exceed sixteen (16) square feet in area or a maximum projection from the building wall of four and one-half (4.5) feet.

(c) Where a projecting sign is located on the corner of a building and is used in lieu of one (1) permitted wall sign, the area of the projecting sign may exceed sixteen (16) square feet and shall be deducted from the total allowable wall sign area for the building establishment. Such signs shall be visible from at least two (2) directions.

(d) Sign shall have a minimum vertical clearance of ten (10) feet from the bottom edge of the sign to the ground or sidewalk, or fifteen (15) feet if overhanging an alley.

(e) Signs on the front building wall(s) shall be located within fifteen (15) feet of the ground directly below the sign. Signs on the rear building wall shall be located within twenty (20) feet of ground directly below the sign.

(f) There shall be a minimum separation distance of eight (8) feet between projecting signs.

1310.17 NEIGHBORHOOD ENTRANCEWAY SIGNS

Signs that identify the name of a subdivision, condominium development, or neighborhood organization recognized as being active by the City of Lansing Department of Neighborhoods, Arts, and Citizen Engagement, may be located within the public right-of-way and shall be subject to the following:

(a) Review, approval, and issuance of permits from the Public Service Department and the Building Safety Office are required prior to installation of a sign. A plan showing the proposed location of the sign, a rendering of the sign showing the content, materials and all dimensions and a plan for appropriate landscaping around the base of the sign shall be submitted along with the permit applications.

(b) The sign subject matter must be related solely to identifying the name of the subdivision, according to the recorded plat thereof, the name of the condominium according to the recorded master deed, or the name of the neighborhood organization/association recognized as being active by the Department of Neighborhoods, Arts, and Citizen Engagement, or its successor.

(c) Sign shall not exceed six (6) feet in height and fifty (50) square feet in area and shall not be internally illuminated or contain a changeable message center of any kind.

(d) One (1) sign on each side of the roadway at the primary entrance(s) or one (1) sign within a boulevard at the primary entrance(s) of the subdivision, condominium development or

1 designated neighborhood association/organization may be permitted. The primary entrances
2 where such signs may be located must be at the intersection of a street entering the area to
3 which it is identifying and a non-local street, unless otherwise approved by the Public Service
4 Department.

5 (e) Signs may be located at no more than two (2) primary entrances to the subdivision,
6 condominium development, or neighborhood association/organization area that it identifies.

7 (f) The sign, land, and landscaping around the sign must be retained in ownership by the City.
8 All construction, maintenance, or repair, however, shall be the responsibility of the
9 homeowners or condominium association or the neighborhood organization/association.

10 (g) Appropriate insurance and indemnity policies protecting the City against liability must be
11 provided and maintained.

12 (h) The City retains the right to remove the sign and the landscaping if it is not being properly
13 maintained or if it necessary to perform roadway, sidewalk, or utility construction/repair, or
14 for any reason at all.

15 1310.18 VARIANCES and APPEALS

16 (a) The Board of Zoning Appeals shall hear and decide requests for variances and appeals
17 regarding a decision or determination made by the Zoning Administrator related to the
18 provisions of this Chapter. Requests made to the Board of Zoning Appeals are subject to all
19 of the requirements, procedures, and evaluation criteria established by [Chapter 1274](#) of the
20 Zoning Ordinance.

21 (b) To prevent signs exceeding the dimensions allowed in this Chapter from conflicting with
22 business, residential and public land uses, no new freestanding signs exceeding the
23 dimensions allowed in this Chapter shall be constructed, and no existing signs shall be rebuilt
24 in excess of their existing dimensions, within the City of Lansing, unless approved by the
25 Board of Zoning Appeals based upon a determination that removal and replacement of such

1 **an existing sign is necessary to accommodate new development on the site upon which it is**
2 **located.**

3 **(c) In making its decision, the Board must find that the proposed development is consistent with**
4 **the zoning designation of the property and all applicable provisions of the Zoning Ordinance**
5 **as well the goals and objectives of the City's current Master Plan and the future land use**
6 **plan being advanced therein.**

7 **(d) Appeals pertaining to the structural features of a sign shall be made to the Building Board**
8 **of Appeals.**

DRAFT

1310.98 ISSUANCE OF MUNICIPAL CIVIL INFRACTION CITATIONS AND VIOLATION NOTICES

The Zoning Administrator, the Building Official and any of their designees are hereby designated as the authorized City officials to issue Municipal civil infraction citations (directing alleged violators to appear in court) or Municipal civil infraction violation notices (directing alleged violators to appear at the Municipal Ordinance Violations Bureau) as provided in Chapter 203 of these Codified Ordinances.

1310.99 PENALTY

Whoever violates any of the provisions of this chapter is responsible for a Municipal civil infraction and shall be subject to the civil fine provided in Section 203.06 of these Codified Ordinances, plus costs and other sanctions, for each infraction. Repeat offenses shall be subject to increased fines as provided in Section 202.99(c)(2).

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

Section 4. Should any section, clause or phrase of this ordinance be declared to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof other than the part so declared to be invalid.

Section 5. This ordinance shall take effect on the 30th day after enactment, unless given immediate effect by City Council, and shall expire December 31, 2032.

An ordinance of the City of Lansing, Michigan, to repeal and replace the existing signs ordinance, being Part 14, Title 4 of the Lansing Codified Ordinances in its entirety, with Part 13, Title 2, regulating the size, location, and character of signs and sign structures on property in Lansing.

THE CITY OF LANSING ORDAINS:

Section 1. That Part 14, Title 4 of the Lansing Codified Ordinances, is hereby repealed in its entirety

Section 2. That in its place, **Part 13, Title 2** of the Codified Ordinances of the City of Lansing, Michigan, be and is hereby enacted to read as follows:

PART 13, TITLE 2

CHAPTER 1310 SIGNS

1310.01 INTENT AND SUBSTITUTION

(a) This chapter is intended to:

- (1) Provide guidance on sign display in limiting the allowable number, size, and placement of signs to protect the public health, safety, and welfare of the City of Lansing.**
- (2) Eliminate visual clutter and distractions to protect and improve traffic and pedestrian safety.**
- (3) Protect and enhance the community's aesthetic quality and the character and appearance of the City of Lansing.**
- (4) Provide standards for the maintenance and repair of signs and establish procedures for enforcing the provisions of this Chapter.**

1310.02 APPLICABILITY

This chapter shall apply to all persons, businesses, and associations owning, occupying, or having control/management of any premises located within the city limits of the City of Lansing.

All new, reconstructed, altered, or relocated signs within the city limits shall comply with the provisions of this Chapter. Any sign already erected as of the effective date of this chapter which is rendered nonconforming by the provisions of this chapter or subsequent amendments hereto, shall be subject to the restrictions and regulations contained herein.

1310.03 DEFINITIONS

ABANDONED SIGN. A sign advertising a business, activity or product which remains on the premises for more than six (6) consecutive months after the business, activity, or product to which it is related to ceased active operation on the premises.

ABANDONED SIGN STRUCTURE. A structure which supported a sign and remains on the premises for more than twelve (12) consecutive months after it ceased to support a lawful sign for a business, activity, or product that has ceased active operation on the premises.

ANIMATED SIGN. A sign or display that uses movement or the appearance of movement using patterns of lights, changes in color or light intensity, computerized special effects, video displays, or through any other method.

AREA. The entire area of a sign within the limits of writing or pictorial representation together with any frame, other material, or color forming an integral part of the display, but excluding the necessary supports or uprights on which such sign is attached. The area shall be determined by measuring from the outside edge of the frame, material, or color forming the sign. If the sign has no backing, but a wall or canopy is used as the background, a square or rectangle shall be formed

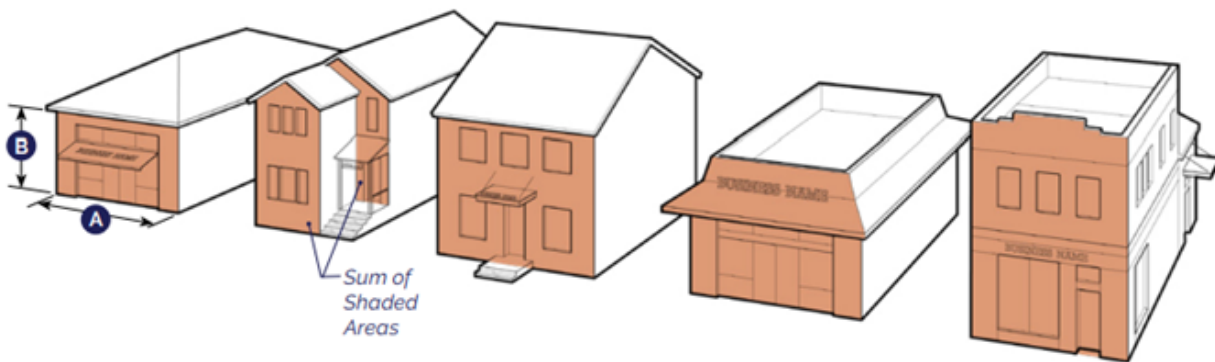
around the text or symbols, and those dimensions will be used to compute the area. When a sign has two (2) or more faces, the area of all faces shall be used in determining the total area of the sign.

BANNER SIGN. A temporary sign, as further defined herein, made of cloth, paper, fabric, or other flexible materials, either with or without a supporting framework.

BUILDING FAÇADE. All exterior sides of a building.

BUILDING FRONTAGE. The front of a building facing a right-of-way. In the case of a corner lot, or in the case of a building covering an entire block a building may have more than one frontage. In the case of a multi-tenant building, the frontage of a building or side containing the main entrance directly to that area of the building that the business occupies. For a parcel with more than one (1) line abutting a right-of-way, the building frontage that is used to calculate the allowable wall signage is the one which is intended to be the front wall of the building either by entranceway or another architectural feature. Where this distinction cannot be made, the smaller of the facades facing a right-of-way shall be used to calculate the allowable wall sign area.

[FIGURE 1]



ELECTRONIC MESSAGE CENTER. A sign capable of displaying words, symbols, figures, or images that can be electronically changed by remote or automatic means.

FREESTANDING SIGN. A self-supported sign on the ground by a base, foundation, pole, or brace, not attached to a building and intended to be permanently displayed on the property.

HEIGHT, CLEARANCE. For signs attached to a building or a support structure, the vertical distance measured from the lowest point of the natural grade directly below the sign to the lowest edge of the sign.

[FIGURE 2]



Vertical Clearance

HEIGHT, SIGN. The vertical distance measured from the natural grade directly below the sign to the highest point of the sign or sign structure to which it is attached.

ILLUMINATED SIGN. A sign or part thereof that incorporates fluorescent, neon, LED, or any other form of lighting, or one which is illuminated by an external source such as ground lights that shine directly on the sign.

INSTITUTIONAL LAND USE. Government buildings, schools, churches, hospitals, community centers, public parks, and recreational facilities, or any other public or quasi-public use permitted in the zoning district in which the institution is located.

LEGALLY NONCONFORMING SIGN. A sign which does not comply with one (1) or more of the requirements of this Chapter but was lawfully erected prior to its effective date.

LOCAL STREET. A street not designated as an arterial corridor, activity corridor, suburban corridor, prime connector, or neighborhood connector on the Form-Based Zoning Code Street Typology Map.

MULTI-TENANT SIGN. A sign that provides advertising for two (2) or more establishments that are completely separated from each other within a building, a series of buildings on the same parcel of land, or businesses on adjoining parcels of land that function as a single development with shared access and/or parking.

NEIGHBORHOOD ENTRANCEWAY SIGN. A sign located on property owned or controlled by the City that identifies the name of a subdivision, condominium development, or neighborhood organization recognized as being active by the City of Lansing Department of Neighborhoods, Arts, and Citizen Engagement.

PROJECTING SIGN. A sign, other than a wall sign, as defined in this Chapter, affixed to an exterior building wall with the exposed faces perpendicular to the plane of the wall.

PUBLIC SIGN. A sign, whether temporary or permanent, erected in the public interest by or upon orders from the City of Lansing, Ingham County, State of Michigan, federal government or any agency thereof having appropriate jurisdiction, Public signs include traffic control signs, signs of historical interest, and signs that communicate messages to the public involving safety matters or emergency situations, which signs may or may not be erected in the public right-of-way.

SIDEWALK SIGN. A portable ‘A-frame’ (Λ) or ‘inverted-T’ sign (⊥) comprised of two (2) separate panels or faces located on a public sidewalk.

SETBACK. The distance between a property line and the nearest edge of the sign.

SIGN. A device, fixture, placard, or structure that uses any color, form, graphic, illumination, symbol or writing to advertise, announce or identify the purpose of a person or entity, or to communicate information to the public.

SIGN STRUCTURE. Includes, but is not limited to a pole, base, or frame intended to be used for the support or display of a sign, regardless of whether the sign itself has been removed.

SUSPENDED SIGN. A sign that is suspended, hung, or connected to the underside of an awning, canopy, or horizontal building surface, and intended to be viewed by pedestrians on a non-public sidewalk at close range.

[FIGURE 3]



TEMPORARY SIGN. A sign, banner, inflatable, or other advertising device, with or without a structural frame, intended for a limited period of display.

TRAFFIC CONTROL SIGN. A sign used solely to direct traffic by identifying building and parking lot entrances/exits, service areas and traffic flow throughout the site.

UNSAFE OR DANGEROUS SIGN. Any sign or sign component, which becomes damaged, insecure, or in danger of falling.

UNLAWFUL SIGN. Any sign that was not lawfully erected or maintained whether prior to or since the adoption of this Chapter.

VACANT PARCEL. Any parcel or lot of record on which no building or structure exists thereon or is not legally occupied.

VEHICLE SIGN. A sign affixed to a parked vehicle or truck trailer which is located on a property primarily for display, rather than for transportation purposes.

[FIGURE 4]



WALL SIGN. A sign attached parallel to and extending not more than twenty-four (24) inches from the wall of a building. Painted signs, signs which consist of individual letters, cabinet signs, and signs mounted on the face of a mansard roof, shall be considered wall signs.

WINDOW SIGN. A sign located on a window or behind a window which is intended to be viewed from the outside. A window sign does not include blinds, shades or screens, or solid color backgrounds that may cover the window and do not display a sign as defined in this Chapter.

1310.04 LICENSING, PERMITS, AND FEES

- (a) **License Required.** No person shall engage in the business of, or perform the work of, installing, erecting, maintaining, repairing, or altering any sign without first obtaining a license therefor from the City Clerk. All such licenses shall automatically expire on April 30

1 of each year unless renewed. All applications for sign permits must be submitted by a duly
2 licensed sign erector. Said license holder shall perform all work stipulated on the sign permit.

3 (b) **Insurance Requirements for Licensees.** All licensees engaged in the installation, alteration,
4 maintenance, repair, or erection of signs shall file with the City Clerk proof of a general
5 liability insurance policy and enforcement which insures the licensee and the City against
6 any liability imposed upon the licensee and/or the City arising out of the work performance
7 for the signs. Such insurance shall provide for the payment to any person injured, or to
8 another by reason of the death of any one person, to the extent of \$100,000.00, and for the
9 payment of \$300,000.00 for injuries to or the death of more than one person, and for property
10 damage in the amount of \$100,000.00.

11 (c) **Permit Required.** Unless specifically exempt under this Chapter, no person shall erect,
12 construct, relocate, or cause to be erected, constructed, relocated, or significantly altered,
13 any sign, without first obtaining a sign permit with information required by the Building
14 Safety Office. A separate, additional electrical permit is required for new electrical service
15 or any changes to existing electrical service regardless of the size or exemption status of the
16 sign. All signs exempted from permit shall be reviewed by the zoning administrator for
17 compliance with this Chapter.

18 (d) **Permit Application.** Each sign permit application shall require the applicant to provide the
19 following information:

20 (1) The name, current address, and current telephone number of the applicant.

21 (2) The legal description or the permanent parcel number, and the address, of the parcel
22 on which the activity is to occur.

23 (3) The location of the proposed sign relative to the property lines of the parcel.

1 **(4) All points of ingress and egress on the subject parcel and on adjacent parcels if there**
2 **are adjacent parcels within 60 feet of the proposed sign location or alteration, and the**
3 **location of parking spaces, if any.**

4 **(5) A sign plan which includes the following information: location of sign on parcel, sign**
5 **dimensions, sign message dimensions, height, width of building, parcel zoning district,**
6 **and a sign sketch.**

7 **(6) Construction design information.**

8 **(7) Any other information which, in the determination of the Department, may be**
9 **necessary to adequately review the proposal.**

10 **Sign permit applications, along with the appropriate nonrefundable fee, shall be**
11 **submitted to the Building Safety Office on forms made available by the City. Upon receipt**
12 **of a sign permit application, the Building Safety Office shall forward the application to**
13 **the Planning Division for review and approval prior to the issuance of a sign permit. If it**
14 **is discovered that the sign permit application contains any false information, the Building**
15 **Safety Office may revoke the permit or deny the permit application, whichever is**
16 **appropriate.**

17 **(e) Exceptions. No permits are required for the following signs or changes thereto:**

18 **(1) Signs that are less than ten (10) square feet in area.**

19 **(2) Exempt Signs listed in Section 1310.09 and Temporary Signs permitted by Section**
20 **1310.11.**

21 **(3) The changing of removable parts of an approved sign that is designed for such**
22 **changes, or the repainting or reposting of display matter.**

- 1 **(4) The replacement of a sign face within an existing sign cabinet if it does not involve the**
2 **replacement of any structural component of the sign.**

3 **These exceptions do not relieve the sign owner or the owner of the property upon which the**
4 **sign is located from compliance with all other requirements of this Chapter regarding size,**
5 **placement, erection, maintenance, removal, and disposal.**

- 6 **(f) Appeal Procedure. An appeal of any decision by the Zoning Administrator shall be made as**
7 **follows:**

- 8 **(1) Appeals pertaining to the structural features or abandonment of a sign shall be made**
9 **to the Building Board of Appeals.**

- 10 **(2) Square footage of sign area, setback requirements, message unit limitations and other**
11 **dimensional requirements shall be made to the City Board of Zoning Appeals.**

- 12 **(3) All appeals shall be made within 30 days from the date of receipt of the decision, by**
13 **the Zoning Administrator, that is being appealed.**

14 **An appeal fee shall be paid at the time of the filing of the appeal. The appeal application shall**
15 **specify the particular grounds upon which the appeal is based and shall be signed by a party**
16 **aggrieved, or his or her authorized representative. If a variance is sought, the appeal shall**
17 **specify the requirements from which the variance is sought, and the nature and extent of**
18 **such variance.**

- 19 **(g) Inspection of Work Covered by Permit. A person conducting or performing work covered**
20 **by a permit required by this chapter shall notify the Building Safety Officer or their designee**
21 **when such work has commenced, in accordance with the inspection schedule established by**
22 **the Building Safety Office. Unless otherwise indicated, no person shall conceal any portion**
23 **of such work until it has been inspected and approved by the Building Safety Officer or their**

1 designee. When required, a certificate of inspection will be issued. No electrical or
2 illuminated sign shall be permanently operated before it has been inspected in accordance
3 with the City Electrical Code.

4 (h) **Suspension or Revocation of Licenses and Permits.** The Director shall give notice, in writing,
5 to the holder of a license or permit issued under this chapter of the reasons for any proposed
6 suspension or revocation of such license or permit, which notice shall be served upon such
7 holder at least five days before the time set for the hearing before the Building Board of
8 Appeals. At the hearing, the licensee or permittee may appear, in person, or be represented
9 by counsel, and may contest such suspension or revocation. For good cause shown at such
10 hearing, the Building Board of Appeals may suspend or revoke any such license or permit.

11 (i) **Fees.** Permit, licensing, and appeal fees shall be established by resolution of the City Council
12 and are nonrefundable.

13 **1310.05 SIGN ILLUMINATION**

14 (a) An electrical permit is required for new electrical service or any changes to existing electrical
15 service regardless of the size or exemption status of the sign.

16 (b) The intensity of all lights used for the illumination of a sign shall be maintained at a level,
17 and directed, positioned, or shielded to prevent:

18 (1) Glare onto adjacent properties;

19 (2) Interfering or impairing the vision of motorists or bicyclists traveling on a public right
20 of way; and

21 (3) Competition for attention with other signs in the area.

22 **1310.06 MAINTENANCE**

(a) All signs, including those for which a permit is not required, shall be maintained in a safe and working condition. Signs with peeling paint, excessive rust, broken sign faces, bent cabinets or supports, or any other structural or operational defect, including burned out light bulbs or tubes, shall be in violation of this Chapter.

1310.07 ENFORCEMENT

The Zoning Administrator, Building Official, or any of their designees are authorized to enforce this Chapter.

(a) **Right of Entry.** Whenever it is necessary to make an inspection to enforce any of the provisions of this chapter, or whenever an authorized enforcing officer of the City has reasonable cause to believe that there exists on any building or upon any premises any condition or violation of this chapter which makes such building or premises unsafe, dangerous or hazardous, the authorized enforcing officer may enter such premises at all reasonable times to inspect the same or to perform any duty imposed upon the authorized enforcing officer by this chapter, provided that if such premises is occupied, the authorized enforcing officer shall first present proper credentials and request entry. If such premises is unoccupied, the authorized enforcing officer shall first make a reasonable effort to locate the owner or other persons having charge or control of the premises and request entry. If such entry is refused, the authorized enforcing officer shall have recourse to every remedy provided by law to secure entry.

(b) **Unsafe, Dangerous, Unlawful, Abandoned Signs.** Unsafe, dangerous, unlawful, or Abandoned signs, as determined by the authorized enforcing officer, shall be immediately removed, or shall be made safe or lawful whichever is appropriate in accordance with all the provisions of this chapter, and laws of the State of Michigan. The authorized enforcing officer shall notify the property owner and/or other known responsible parties in writing of

1 such condition and shall direct them to remove the sign in question or make immediate
2 corrections, whichever is appropriate. Should the property owner and/or other known
3 responsible parties fail to comply with such notice, the authorized enforcing officer shall take
4 all action necessary to remove the sign or correct the unlawful or unsafe condition, including
5 Court ordered enforcement. If ordered by a court, any cost incurred by the City in removing
6 or making the sign safe shall be a lien against the real property on which the sign is located,
7 and shall be reported to the City Assessor, who shall bill the property owner and/or other
8 known responsible party and assess the cost against the property until paid. Any property
9 owner and/or other known responsible party aggrieved by the determination of the
10 authorized enforcing officer, may appeal the determination as provided in Section 1310.04(f).

11 (c) Legally Nonconforming Signs, Sign Structures. Legally Nonconforming Signs or Sign
12 Structures shall be immediately removed by the property owner and/or other responsible
13 parties, consistent with standards for loss of legal nonconformity of [Chapter 1270](#). The
14 authorized enforcing officer shall notify the property owner and/or other known responsible
15 parties in writing of such condition and shall direct them to remove the sign or sign structure
16 in question. Should the property owner and/or other known responsible parties fail to
17 comply with such notice, the authorized enforcing officer shall take all action necessary to
18 remove the nonconformity, including pursuing Court ordered enforcement. If ordered by a
19 court, any cost incurred by the City in removing the sign or sign structure shall be a lien
20 against the real property on which the sign or sign structure was located, and shall be
21 reported to the City Assessor, who shall bill the property owner and/or other known
22 responsible party and assess the cost against the property until paid. Any property owner
23 and/or other known responsible party aggrieved by the determination of the authorized
24 enforcing officer, may appeal the determination as provided in Section 1310.04(f).

(d) **Right-of-Way Signs.** Except as otherwise provided in [Chapter 1022](#), signs illegally placed in the public right-of-way may be removed and disposed of by the City, without notice to the owner of the property adjoining the right-of-way or the owner of the sign. The City may also issue a civil fine to the owner of the illegally placed sign(s).

1310.08 GENERAL SIGN PROVISIONS

(a) **Signs are permitted as an accessory use to a primary use. When the building on the premises containing the primary use is removed, all signs and sign structures located on the premises shall also be removed prior to finalization of the demolition permit.**

(b) **Buildings in the DT-3 “Downtown Core” zoning district that are used for a public purpose and are owned or entirely occupied by the United States Federal Government, State of Michigan, or the City of Lansing and any of its agencies, departments or instrumentalities are exempt from the dimensional requirements of this chapter. The Director of the Department of Economic Development and Planning shall have sole authority to approve or deny signs for these agencies after reviewing the proposed signs' compatibility with the surrounding area and the intent expressed in this chapter.**

(c) **Location.**

(1) **Setbacks required by this Ordinance shall be measured from the property line adjoining a public right-of-way to the nearest edge of the sign.**

(2) **No freestanding sign shall be placed closer to any side or rear property line than five (5) feet.**

(3) **No sign, other than those installed by agencies of government or those authorized to be installed by such agencies with appropriate jurisdiction may be erected, or placed on public property, including rights-of-way.**

1 **(4) No sign may be installed in a location that obstructs the clear vision areas required**
2 **by Section 1250.03.03 of the Zoning Ordinance or interferes in any way with the free**
3 **use of any public right-of-way, public or private sidewalk, intersection, ingress or**
4 **egress point, transit stop, parking space, drive aisle, driveway, building entrance, fire**
5 **escape, or accessibility ramp.**

6 **(5) A plot plan depicting the clear vision area shall be provided with the sign permit**
7 **application for a freestanding sign.**

8 **(d) Electronic Message Center (EMC).**

9 **(1) All Electronic Message Center signs shall have automatic dimming controls, either by**
10 **photocell or via software settings, in order to bring EMC lighting level at night into**
11 **compliance with this chapter.**

12 **(2) EMC signs located within two hundred (200) feet of a residentially zoned property or**
13 **property being used for residential purposes, shall not be illuminated between the**
14 **hours of 11:00 pm and 7:00 am.**

15 **(3) To preserve open vistas, protect the historic integrity of, and enhance the visual**
16 **cityscape of Downtown Lansing and the Michigan State Capitol Building, EMC signs**
17 **in the DT-3 district shall be limited to 20 square feet in sign area.**

18 **(4) No sign message shall blink, scroll, flash, or be animated.**

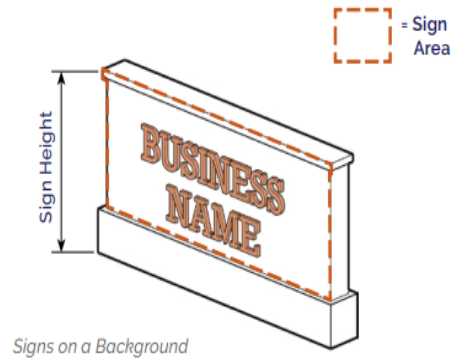
19 **(5) All messages shall remain static while being displayed but may instantly change once**
20 **every eight (8) seconds or longer.**

21 **(6) Any EMC sign that is malfunctioning shall be turned off until such time that it is**
22 **functioning properly.**

23 **(e) Sign Area Measurements.**

- (1) The entire area of the framework and background of the sign is calculated as sign area, including any material or color forming the sign face or background used to differentiate the sign from the structure against which it is placed.

[FIGURE 5]



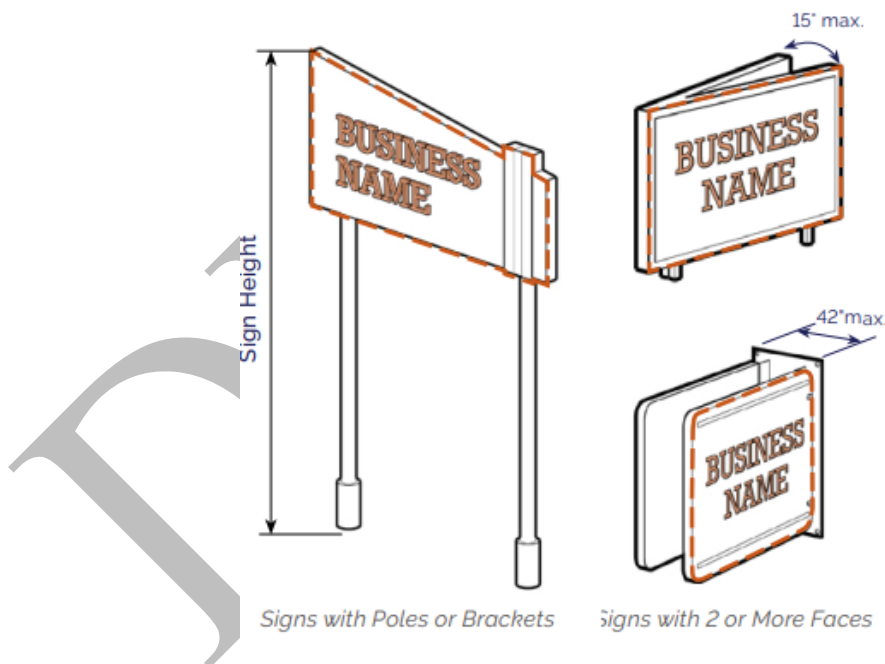
- (2) The sign area for a sign mounted on a building wall, awning, fence, or landscape wall is the area of a rectangle that encompasses each word or graphic element. Sign area does not include any supporting framework or bracing, unless it is part of the message or graphic element.

[FIGURE 6]



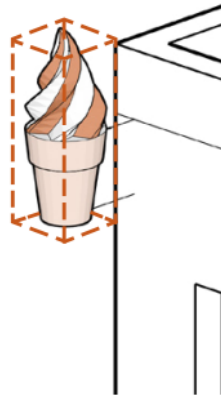
- (3) For signs that include a pole, pole cover, or bracket, the portion of the structure that is not an integral part of the display area shall not be included in the overall calculation of sign area provided no pole or pole cover exceeds two (2) feet in width.
- (4) If a sign has two (2) or more faces, the area of all faces is included in determining the area of the sign. However, if two (2) sign faces are placed back-to-back, or at an angle no greater than fifteen (15) degrees from one another so that both faces cannot be viewed from any point at the same time, the sign surface area shall be computed by the measurement of one (1) of the sign faces. In addition, sign faces that are part of the same sign structure shall not be more than forty-two (42) inches apart.

[FIGURE 7]



- (5) The sign area of Three-Dimensional, Free-Form, or Sculptural (nonplanar) signs is calculated as fifty (50) percent of the sum of the area of the four (4) vertical sides of the smallest cube that will encompass the sign.

[FIGURE 8]



- (f) **Preservation of Required Landscaping.** No tree or shrub that was installed as part of an approved site or landscape plan for the property upon which it is planted, or which is otherwise required to comply with the requirements of the Zoning Ordinance, may be removed or trimmed to the extent that it may not survive, in order to accommodate a sign. Upon request, the Zoning Administrator may approve the relocation or replacement of plant materials, if it can be done in a manner that satisfies the requirements and the intent of the Zoning Ordinance regarding landscaping, screening, and buffering.

1310.09 EXEMPTION FROM PERMITTING

The following signs do not require a sign permit, but are subject to the applicable requirements of this chapter:

- (a) **Address Number Sign.** A sign that identifies the address of a property, structure, or establishment, provided it does not exceed four (4) square feet in area for buildings containing four (4) residential units or fewer and no other uses or sixteen (16) square feet in area for a building containing five (5) or more residential units or any non-residential uses.
- (b) **Public sign.** Public signs as defined by this Chapter and notices erected, authorized, or mandated by any governmental law, statute, ordinance, or signs that conform to the U.S.

1 **Department of Transportation, Federal Highway Administration's Manual on Uniform**
2 **Traffic Control Devices and is installed for the purpose of directing or instructing traffic.**

3 **(c) Construction/Work Zone Signs. Signs designating construction/work zones, signs warning**
4 **people to keep out of certain areas due to hazardous conditions, and signs identifying the**
5 **future development of the site for which the construction fence is erected may be affixed to**
6 **the fence, subject to the following conditions:**

7 **(1) Shall not be in the public right-of-way unless the project involves permitted work in**
8 **the public right-of-way or unless the sign is affixed to an authorized temporary fence**
9 **or barricade around the construction/work zone area in the public right-of-way.**

10 **(2) Must be removed within five (5) calendar days upon completion of the project.**

11 **(3) Signs are allowed on each frontage of the construction/work zone.**

12 **(4) Shall not extend beyond the top or the ends of the support structure to which it is**
13 **attached.**

14 **(d) Sidewalk Sign. A two-sided, portable sign, placed directly outside of the establishment to**
15 **which it relates, are allowed subject to the following conditions:**

16 **(1) A maximum of one (1) sidewalk sign is allowed per establishment per street frontage.**

17 **(2) Sign shall not exceed six (6) square feet in sign surface area per side and three (3) feet**
18 **in height.**

19 **(3) Sign may be placed outside on the premises or public sidewalk during the business**
20 **hours of the establishment to which it relates only and shall be stored indoors at all**
21 **other times.**

(4) Sign shall not interfere with ingress and egress to a building, parking lot or street; shall always maintain a minimum of five (5) feet of unobstructed sidewalk clearance; and shall not interfere with visibility at the intersection of any street or driveway.

(5) Sign shall not be illuminated, contain any electronic components, or have attached to it any balloons, streamers, banners, or other such materials.

(6) Sign may not be placed outdoors when high winds, heavy rain, or heavy snow conditions are present and may not interfere with any snow removal operations.

(e) Suspended Signs. One (1) suspended sign up to six (6) square feet in area is permitted for each ground floor establishment. A minimum vertical clearance of at least eight (8) feet from the lowest edge of the sign to the finished grade directly below is required.

(f) Flags that are not intended to solely draw attention to the site or any business/operation occurring thereon, shall be permitted on flag poles that are anchored into the ground, are at least twenty (20) feet but no taller than thirty-five (35) feet in height and not located in a public right-of-way.

1310.10 PROHIBITED SIGNS

The following signs and any other signs not specifically permitted by this Chapter are prohibited:

(a) Signs which are:

(1) Abandoned signs, sign structures, or parts thereof.

(2) Animated signs using or indicating movement using lights or moving parts.

(3) Balloons, inflatables, pennants, streamers, spinners, or flags, and other objects which are used as signs.

(4) Banner signs extending on or over public property, except as authorized by the City, County, or State.

1 **(5) Unlawfully installed or erected.**

2 **(6) Unsafe or capable of causing electrical shock.**

3 **(7) Using words or symbols which would tend to mislead or confuse vehicle operators.**

4 **For example, "STOP", "LOOK", "DANGER".**

5 **(8) Obstructing the view of, imitating, copying, purporting to be, or may be confused with**
6 **any authorized official sign, traffic sign, traffic signal, or traffic control device.**

7 **(9) Obstructing or impairing access to windows, doors, roofs, or other building openings**
8 **necessary for fire escape.**

9 **(10) In the public right-of-way, except as permitted and regulated elsewhere in**
10 **these Ordinances.**

11 **(11) Attached to trees, streetlights, traffic signs, utility poles, utility boxes, or**
12 **standpipes.**

13 **(12) Attached to any fence, wall, retaining wall, or accessory structure.**

14 **(13) Vehicle Signs.**

15 **(14) If attached to a building, project above the parapet or roof line, except as**
16 **otherwise permitted and regulated by this Chapter.**

17 **(15) Contain obscenity.**

18 **1310.11 TEMPORARY SIGNS**

19 **(a) In General:**

20 **(1) Each non-residential use and each multiple family residential use with more than**
21 **twenty (20) units is permitted one (1) temporary sign for up to thirty (30) calendar**

1 **days, twice during a calendar year on the parcel of land where the business, agency,**
2 **institution, or residential use to which the sign relates is in active operation.**

3 **(2) Shall only be permitted on parcels that have at least one (1) property line abutting a**
4 **non-local street and shall be oriented toward a non-local street.**

5 **(3) A temporary freestanding sign shall not exceed thirty-two (32) square feet in area.**

6 **(4) A temporary wall sign shall not exceed fifty (50) square feet in area.**

7 **(5) May be internally illuminated, except as otherwise prohibited under the Chapter.**

8 **(6) An additional temporary sign may be allowed per parcel when the parcel, building,**
9 **or building suite to which the sign relates is being offered for sale or lease subject to**
10 **the following restrictions:**

11 **a. Sign shall not be located in the public right-of-way.**

12 **b. One (1) sign is allowed per street frontage.**

13 **c. Sign shall not interfere with ingress and egress to a building, parking lot or**
14 **street, shall always maintain a minimum setback of five (5) feet from a**
15 **property line abutting a road right-of-way and shall not interfere with**
16 **visibility at the intersection of any street or driveway.**

17 **d. Sign shall not exceed twelve (12) square feet in area and four (4) feet in height**
18 **on residential parcels of land that have twenty (20) residential units or fewer**
19 **or on parcels of land containing nonresidential uses that are less than one-half**
20 **(0.5) acres in size.**

21 **e. Sign shall not exceed thirty-two (32) square feet in area and six (6) feet in**
22 **height on residential parcels of land containing more than (20) residential**

units or on parcels containing nonresidential uses that exceed one-half (0.5) acres in size.

f. Sign shall be removed within five (5) calendar days following the closing of the sale or lease.

(7) Additional temporary signs may be allowed per parcel leading up to and following an official local, county, state, or federal election or referendum subject to the following restrictions:

a. Sign shall not be located in the public right-of-way.

b. Sign shall not interfere with ingress and egress to a building, parking lot or street and shall not interfere with visibility at the intersection of any street or driveway.

c. Sign shall not exceed six (6) square feet in area or three (3) feet in height.

d. Sign shall be removed within ten (10) calendar days following the election to which the sign was associated.

(b) Temporary Freestanding Signs:

(1) Shall be subject to the site visibility requirements of Section 1250.03.03 of the Zoning Ordinance.

(2) Shall be setback at least ten (10) feet from a property line abutting a public right-of-way line.

(3) Shall not exceed six (6) feet in overall height.

(4) No temporary sign of any kind, except for sidewalk signs and construction/work zone signs as permitted and regulated by this Chapter, shall be allowed in the public right-of-way.

(5) Shall not be permitted on parcels of land in the DT-1 zoning district that are less than one-half (0.5) acres in size or have more than fifty percent (50%) of the total building area on the parcel in use for residential purposes.

(c) Temporary Wall Signs:

(1) Must be flat mounted against the wall of a building and properly affixed thereto.

(2) Shall not be placed above the first floor of the building, on a roof, or extend above the roofline of a building.

(3) Shall not be illuminated.

(d) Temporary Signs in Residential districts

(1) Temporary signs on parcels in residential zoning districts and on parcels used for single- or two-family dwellings in the DT-1 district are limited to three (3) feet in height and three (3) square feet in sign area.

(2) Temporary signs shall not be placed in the right-of-way or attached to a fence, structure, or residential building.

1310.12 WALL SIGNS

(a) In General:

(1) Wall signs shall be parallel to the building wall they are attached to and shall not project more than twenty-four (24) inches from the building wall. Wall signs may only extend up to thirty-six (36) inches beyond the wall of the building it is attached to in order to accommodate a curved design or a sign that has depth through overlapping planes or varying plane thickness.

(2) Wall signs shall not obstruct any door, window, fire escape, or ventilation system

1 **(3) Wall signs shall not extend above the top of a building wall or beyond the ends of the**
2 **wall to which they are attached, except as otherwise permitted by this chapter.**

3 **(4) Wall signs shall be located no higher on the building wall than twenty (20) feet from**
4 **the finished grade of the wall to which it is attached.**

5 **(5) One (1) sign shall be permitted on each of the four (4) walls facing different directions**
6 **on:**

7 **a. Buildings being used for non-residential land uses.**

8 **b. Buildings with a mix of residential and nonresidential uses.**

9 **c. A multiple-family residential building containing more than twenty (20) units,**
10 **except that no sign shall be permitted on a building wall that faces an adjoining**
11 **parcel being used solely for residential purposes with less than twenty (20)**
12 **units.**

13 **(6) Each business that has a pedestrian or loading entrance on the rear of the building**
14 **shall be permitted one (1) additional ten (10) square foot sign on the wall near that**
15 **entrance to the building, for identification purposes only.**

16 **(7) A wall sign may be attached to a mansard roof subject to all other requirements of**
17 **this chapter.**

18 **(8) In addition to wall signs, buildings that have at least six (6) stories above ground and**
19 **are not used solely for residential purposes may have one (1) building identification**
20 **sign on each of the four (4) walls of the highest floor of the building facing different**
21 **directions. The building identification signs shall not exceed one hundred (100) square**
22 **feet in area.**

(9) Wall signs may only be illuminated if the wall does not face a Single- or Two-Family residential use.

(10) The combined total area of all walls signs shall not exceed what is permitted for the building based upon Table 1310.12 (a)(9):

Table 1310.12 (a)(9)	
Building Frontage	Maximum Wall Sign Area
Up to 39 lineal feet of building frontage	15 percent of building façade area Maximum size of 50 square feet
40 feet to 99 feet of lineal building frontage	15 percent of building façade area Maximum size 150 square feet
100 feet or more of lineal building frontage	15 percent of building façade area Maximum size 200 square feet
Building façade area calculated by 15 feet in height x building width	

(b) Multi-Tenant Buildings

(1) Each business that occupies part of and has a direct entrance on the front wall of the building shall be permitted one (1) wall sign, the allowable square footage shall be based upon Table 1310.12 (a)(9) and determined by the linear footage of the front wall of the building that the business occupies.

(2) Businesses that occupy a corner suite are permitted one (1) sign on the front wall and one (1) sign on the side wall of the building where the business is located. The allowable square footage for a sign on the side wall of the building is limited to one-half (0.5) of the square footage that is permitted for the business on the front wall of the building or fifty (50) square feet, whichever is greater.

(3) Multi-tenant buildings may have one (1) multi-tenant wall sign on the rear facade of the building that is occupied by businesses. The allowable square footage for a sign on the rear of the building shall be the same as, and shall not be deducted from, what is permitted for the businesses on the front or side walls of the building.

(4) Businesses that do not occupy any part of the frontage of the building shall be permitted one (1) sign, not exceeding ten (10) square feet in area on the front wall of the building, near the entrance for which the business can be accessed.

1310.13 FREESTANDING SIGNS

(a) S-C, MX-C, MX-1, MX-2, DT-2, IND-1, IND-2, IND-3, INST-1 & INST-2 Zoning Districts.

(1) One (1) freestanding sign per parcel of land is permitted. One (1) additional sign may be permitted on a corner parcel that is more than five (5) acres in size and has frontage along and direct access to two (2) non-local roads, if both signs are not oriented towards and clearly visible from the same road.

(2) Sign shall be set back at least ten (10) feet but not more than fifteen (15) feet from the property lines abutting a public right-of-way.

(3) A freestanding sign may be set back up to thirty (30) feet from property lines abutting a public right-of-way if approved by the Zoning Administrator based on dimensional restraints of the property or building placement.

(4) Sign shall not exceed twenty-five (25) feet in height and one hundred twenty (120) square feet in area.

(5) No freestanding sign shall be erected on a vacant parcel.

(b) MX-3, DT-1, DT-3, R-AR, MFR and R-MX Zoning Districts.

1 **(1) One (1) freestanding sign shall be permitted on each parcel of land containing a non-**
2 **residential use, a mix of residential and non-residential uses or a multiple family**
3 **residential use with more than twenty (20) residential units. One (1) additional sign**
4 **may be permitted on a corner parcel that is more than five (5) acres in size and has**
5 **frontage along and direct access to two (2) non-local roads, if both signs are not**
6 **oriented towards and clearly visible from the same street.**

7 **(2) Sign shall only be permitted on parcels that have frontage on and shall be oriented**
8 **towards a non-local street.**

9 **(3) Sign shall not exceed six (6) feet in height and thirty-two (32) square feet in area and**
10 **shall be setback at least six (6) feet from property lines abutting a public right-of-way**
11 **on parcels that are less than one (1) acre in size.**

12 **(4) Sign shall not exceed ten (10) feet in height and sixty (60) square feet in area and shall**
13 **be setback at least ten (10) feet from property lines abutting a public right-of-way on**
14 **parcels that are more than one (1) acre in size.**

15 **(5) No freestanding sign shall be erected on a vacant parcel.**

16 **(c) Institutional Uses.**

17 **(1) Institutional uses in the S-C, MX-C, MX-1, MX-2, MX-3, DT-1, DT-2, DT-3, IND-1,**
18 **IND-2, and IND-3, zoning districts shall be subject to the same sign regulations as all**
19 **other uses within said districts.**

20 **(2) In all other zoning districts, one (1) freestanding sign shall be permitted on parcels**
21 **that are at least one-half (0.5) acre in size, have at least one (1) property line abutting**
22 **a non-local street and contain an institutional use in active operation. One (1)**
23 **additional sign may be permitted on a corner parcel that is more than five (5) acres**

1 in size and has frontage along and direct access to two (2) non-local streets, if both
2 signs are not oriented towards and clearly visible from the same street.

3 (3) One (1) freestanding sign per entrance to the site along a non-local street shall be
4 permitted for institutional uses in all zoning districts that are more than ten (10) acres
5 in size, as long as the signs are separated by at least one hundred (100) feet.

6 (4) Sign shall not exceed six (6) feet in height and thirty-two (32) square feet in area and
7 shall be setback at least six (6) feet from property lines abutting a public right-of-way
8 on parcels that are less than one (1) acre in size.

9 (5) Sign shall not exceed ten (10) feet in height and sixty (60) square feet in area and shall
10 be setback at least ten (10) feet from property lines abutting a public right-of-way on
11 parcels that are more than one (1) acre in size.

12 **(d) Multi-Tenant Signs**

13 (1) Signs shall be permitted in the SC, MX-C, MX-1, MX-2, IND-1, IND-2, IND-3, INST-
14 1, and INST-2 zoning districts.

15 (2) One (1) sign per parcel of land is permitted. One (1) additional sign may be permitted
16 on a corner parcel, at least five (5) acres in size, with frontage along two (2) non-local
17 streets if both signs are located near a primary entrance to the site and are not
18 oriented towards or clearly visible from the same street.

19 (3) Sign shall not exceed twenty-five (25) feet in height and two hundred (200) square feet
20 in area.

21 (4) Sign shall be setback at least ten (10) feet but no more than thirty (30) feet from the
22 property lines abutting a public right-of-way.

(5) A business that is accessed from an adjacent multi-tenant site may, with expressly written permission from the sign owner, advertise its business on the multi-tenant sign but will then not be entitled to an additional freestanding sign on the parcel of land occupied by the business.

(e) Signs that are located interior to a school campus, hospital campus, park, multiple-family development, or multi-tenant commercial development may exceed the number of signs allowed herein, provided that such signs are not clearly legible from any public street.

(f) A business whose building and associated parking lot(s) covers multiple parcels that are not combined but are immediately adjacent to one another and are associated with the same establishment shall not be permitted more than one (1) freestanding sign.

1310.14 WINDOW SIGNS

(a) Window signs shall not exceed twenty (20) percent of the area of the window from which the sign can be seen from the exterior of the building. All mounting hardware and equipment shall be concealed from the exterior view of the building. In the case of multi-pane windows, the surface area of the window shall be the combined surface area of the individual panes.

1310.15 AWNING/CANOPY SIGNS and VEHICLE SERVICE STATION CANOPY SIGNS

(a) Awning/canopy signs.

(1) Signs, on awnings or canopies located above entrances to a building intended to provide shelter or installed as an architectural element, shall count towards the allowable number and square footage of wall signage permitted for the business in the building that it relates thereto.

(2) A sign may extend up to five (5) feet vertically above the flat roof of a canopy. If the sign is limited to the address or the name of the building, it shall not count towards the wall signage limitations. In no case shall the sign exceed forty (40) square feet in area.

(3) Electronic Message Center signs are not permitted on awnings or canopies.

(4) Only awnings or canopies on the first-floor story of the building may contain signs.

(5) The sign area shall not exceed what is permitted for wall signage for the building, or fifty (50) percent of the awning or canopy surface on which it is displayed, whichever is less.

(6) All awnings or canopies shall be subject to the architectural standards set forth in Section 1246.04.01 (d) of the Zoning Ordinance.

(b) Motor Vehicle service station canopy signs.

(1) One (1) sign is permitted on each side of the canopy.

(2) No part of the sign shall extend above or below the canopy and must be flat mounted against the canopy.

(3) Signs shall not exceed twenty-five percent (25%) of the area of the side of the canopy to which it is attached.

(4) Signs on canopies shall not count towards the allowable number of wall signs for the building, whether or not it is attached thereto.

(5) EMC signs are permitted.

1310.16 PROJECTING SIGNS

Projecting signs are permitted in all non-residential zoning districts for each business occupying a building subject to the following provisions:

(a) One (1) sign per business. Businesses on corner parcels that occupy a part of the first-floor building walls, may have one (1) projecting sign facing each public street. First floor businesses that have a customer entrance at the rear of the building may have one (1) projecting sign on the rear building wall.

(b) Sign shall not exceed sixteen (16) square feet in area or a maximum projection from the building wall of four and one-half (4.5) feet.

(c) Where a projecting sign is located on the corner of a building and is used in lieu of one (1) permitted wall sign, the area of the projecting sign may exceed sixteen (16) square feet and shall be deducted from the total allowable wall sign area for the building establishment. Such signs shall be visible from at least two (2) directions.

(d) Sign shall have a minimum vertical clearance of ten (10) feet from the bottom edge of the sign to the ground or sidewalk, or fifteen (15) feet if overhanging an alley.

(e) Signs on the front building wall(s) shall be located within fifteen (15) feet of the ground directly below the sign. Signs on the rear building wall shall be located within twenty (20) feet of ground directly below the sign.

(f) There shall be a minimum separation distance of eight (8) feet between projecting signs.

1310.17 NEIGHBORHOOD ENTRANCEWAY SIGNS

Signs that identify the name of a subdivision, condominium development, or neighborhood organization recognized as being active by the City of Lansing Department of Neighborhoods, Arts, and Citizen Engagement, may be located within the public right-of-way and shall be subject to the following:

- (a) Review, approval, and issuance of permits from the Public Service Department and the Building Safety Office are required prior to installation of a sign. A plan showing the proposed location of the sign, a rendering of the sign showing the content, materials and all dimensions and a plan for appropriate landscaping around the base of the sign shall be submitted along with the permit applications.**
- (b) The sign subject matter must be related solely to identifying the name of the subdivision, according to the recorded plat thereof, the name of the condominium according to the recorded master deed, or the name of the neighborhood organization/association recognized as being active by the Department of Neighborhoods, Arts, and Citizen Engagement, or its successor.**
- (c) Sign shall not exceed six (6) feet in height and fifty (50) square feet in area and shall not be internally illuminated or contain a changeable message center of any kind.**
- (d) One (1) sign on each side of the roadway at the primary entrance(s) or one (1) sign within a boulevard at the primary entrance(s) of the subdivision, condominium development or designated neighborhood association/organization may be permitted. The primary entrances where such signs may be located must be at the intersection of a street entering the area to which it is identifying and a non-local street, unless otherwise approved by the Public Service Department.**
- (e) Signs may be located at no more than two (2) primary entrances to the subdivision, condominium development, or neighborhood association/organization area that it identifies.**
- (f) The sign, land, and landscaping around the sign must be retained in ownership by the City. All construction, maintenance, or repair, however, shall be the responsibility of the homeowners or condominium association or the neighborhood organization/association.**

(g) Appropriate insurance and indemnity policies protecting the City against liability must be provided and maintained.

(h) The City retains the right to remove the sign and the landscaping if it is not being properly maintained or if it necessary to perform roadway, sidewalk, or utility construction/repair, or for any reason at all.

1310.18 VARIANCES and APPEALS

(a) The Board of Zoning Appeals shall hear and decide requests for variances and appeals regarding a decision or determination made by the Zoning Administrator related to the provisions of this Chapter. Requests made to the Board of Zoning Appeals are subject to all of the requirements, procedures, and evaluation criteria established by [Chapter 1274](#) of the Zoning Ordinance.

(b) To prevent signs exceeding the dimensions allowed in this Chapter from conflicting with business, residential and public land uses, no new freestanding signs exceeding the dimensions allowed in this Chapter shall be constructed, and no existing signs shall be rebuilt in excess of their existing dimensions, within the City of Lansing, unless approved by the Board of Zoning Appeals based upon a determination that removal and replacement of such an existing sign is necessary to accommodate new development on the site upon which it is located.

(c) In making its decision, the Board must find that the proposed development is consistent with the zoning designation of the property and all applicable provisions of the Zoning Ordinance as well the goals and objectives of the City's current Master Plan and the future land use plan being advanced therein.

(d) Appeals pertaining to the structural features of a sign shall be made to the Building Board of Appeals.

**1310.98 ISSUANCE OF MUNICIPAL CIVIL INFRACTION CITATIONS AND
VIOLATION NOTICES**

The Zoning Administrator, the Building Official and any of their designees are hereby designated as the authorized City officials to issue Municipal civil infraction citations (directing alleged violators to appear in court) or Municipal civil infraction violation notices (directing alleged violators to appear at the Municipal Ordinance Violations Bureau) as provided in Chapter 203 of these Codified Ordinances.

1310.99 PENALTY

Whoever violates any of the provisions of this chapter is responsible for a Municipal civil infraction and shall be subject to the civil fine provided in Section 203.06 of these Codified Ordinances, plus costs and other sanctions, for each infraction. Repeat offenses shall be subject to increased fines as provided in Section 202.99(c)(2).

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

Section 4. Should any section, clause or phrase of this ordinance be declared to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof other than the part so declared to be invalid.

Section 5. This ordinance shall take effect on the 30th day after enactment, unless given immediate effect by City Council, and shall expire December 31, 2032.

PASSAGE OF ORDINANCE

An ordinance of the City of Lansing, Michigan, to repeal and replace the existing signs ordinance, being Part 14, Title 4 of the Lansing Codified Ordinances in its entirety, with Part 13, Title 2, regulating the size, location, and character of signs and sign structures on property in Lansing.

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

COUNCIL MEMBER	YEAS	NAYS
Brown	☐	☐
Carter	☐	☐
Garza	☐	☐
Hussain	☐	☐
Jackson	☐	☐
Kost	☐	☐
Pehlivanoglu	☐	☐
Spadafore	☐	☐
	_____	_____
☐ ADOPTED	☐ FAILED	

Department of Economic
Development and Planning
Rawley Van Fossen, Director



Development Office
316 N. Capitol Avenue, Suite D-1
Lansing, Michigan 48933
PH: 517.483.4040
www.lansingmi.gov/development

MEMORANDUM

To: Mayor Schor

From: Barb Kimmel

Date: June 17, 2024

Subject: Resolutions (2) related to the Substantial Amendment of the FY2021 Annual Action Plan to amend the budget for HOME American Rescue Plan (HOME ARP): Resolution to Set a Public Hearing *and* Resolution to approve the third Substantial Amendment to the FY2021 Annual Action Plan

Please find the attached resolutions:

- Requesting a Public Hearing
- Amend the FY21 Annual Action Plan for HOME ARP.

This Amendment changes the HOME ARP budget to allow additional HOME ARP funds to the Hillsdale Place development as needed to fill the gap. This development, funded with LIHTC, HOME ARP and other sources will provide 40 units of affordable housing, including twenty units for HOME ARP Qualifying Populations. It also establishes a preference for Chronically Homeless individuals as defined under the Qualifying Populations.

Note that the Public Notice for the public comment period was published on June 12, 2024 and concludes on July 15, 2024.

ED&P RECOMMENDS THAT YOU FORWARD THESE RESOLUTIONS TO CITY COUNCIL.

Approved By:

Rawley Van Fossen,
Director

6/17/24

Date

"Equal Opportunity Employer"

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

WHEREAS, the City of Lansing is submitting a second substantial amendment to its FY2021 Action Plan; and

WHEREAS, the original HOME ARP substantial amendment to the City of Lansing FY2021 Action Plan was submitted to the U.S. Department of Housing and Urban Development on December 6, 2022 and approved by HUD on February 21, 2023; and

WHEREAS, in accordance with the City of Lansing's Citizen Participation Plan, a substantial amendment is required when a new eligible activity is being added and/or an increase of more than 15% of funding is added that is not consistent with the approved goals and objectives in the Annual Action Plan; and

WHEREAS, the City of Lansing is requesting U.S. Department of Housing and Urban Development (HUD) approval of the substantial amendment to the HOME ARP Allocation Plan to increase funding for the development of affordable rental housing; and

WHEREAS, more specifically, the substantial amendment will increase the amount of HOME ARP funding for the development of affordable rental housing from \$1,239,251 to \$2,102,301, a 27% increase, which allows the city to provide needed gap funding for the Hillsdale Place project, a 40-unit rental development that will provide 20 units of Permanent Supportive Housing to Qualifying Populations per Lansing's HOME ARP Allocation Plan; and

WHEREAS, this change to the HOME ARP budget results in a 100% reduction in HOME ARP funding set-aside for Acquisition and Development of Non-Congregate Shelters from \$500,000 to \$0; and additionally, the amount of HOME ARP allocated for Supportive Services will be reduced from \$300,000 to \$264,458; and

WHEREAS, this substantial amendment also adds preference to households who are chronically homeless and who also meet at least one of the definitions of the Qualifying Populations and preference adopted by the Participating Jurisdiction, a preference permits an eligible applicant the qualifies that qualifies to be selected for HOME ARP assistance before another eligible applicant the does not qualify for a preference: and

WHEREAS, pursuant to program requirements, the city has published a notice of the proposed change to its HOME ARP Allocation Plan Lansing City Pulse on June 12, 2024 and posted a copy of the proposed amendment on its website; and

WHEREAS, a public hearing was held by the Lansing City Council on July 22, 2024, to again receive citizen comments and recommendations and to give final review to the proposed amendment; and

WHEREAS, the City of Lansing followed its Citizen Participation process in terms of developing the substantial amendment which requires a 30-day comment period; and

WHEREAS, the comment period for the substantial amendment commenced at 8:00 a.m. on June 13, 2024 and expired at 5:00 p.m. July 15, 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lansing adopts the amendment to its FY2021 Annual Action Plan- HOME ARP Allocation Plan to include the increase in the amount of funding for the development of rental housing from \$1,239,251 to \$2,102,301, a 27% increase, which allows the city to provide needed gap funding for the Hillsdale Place Project, a 40-unit rental development that will provide 20 units of Permanent Supportive Housing to Qualifying Populations per Lansing's HOME ARP Allocation Plan; and

BE IT FURTHER RESOLVED that the Mayor, as the City's Chief Executive Officer, is hereby authorized to sign the amendment to the FY21 Action Plan – HOME ARP Allocation Plan, including all understandings, assurances and certifications contained therein, and to submit the amendment to HUD; and

BE IT FINALLY RESOLVED that the Mayor is authorized, as the official representative of the City of Lansing, to provide any and all information, to act in connection with the amendment to the FY21 Action Plan amendment and to execute all agreements, contracts and legal documents to implement the amendment, subject to approval as to form by the City Attorney.

GENERAL INFORMATION

APPLICANT: (Sponsor/Developer)	Volker Development Inc. 464 S. Hickory Street Fond du Lac, WI 54935
OWNERSHIP ENTITY:	Genesee Limited Dividend Housing Association LLC
STATUS OF APPLICANT:	Newly Formed Ownership Entity
REQUESTED PILOT:	4% of rents received (less utilities) as payment in lieu of taxes.
REQUESTED TERM OF PILOT:	45 years
EXISTING LAND USE:	Vacant former elementary school
EXISTING ZONING:	R-AR- Residential Adaptive Reuse
PROPERTY SIZE & SHAPE:	2.166-acre site. Rectangular property with flat features with frontage on W. Genesee Street and N. Butler Blvd.
SURROUNDING LAND USE:	N: Residential S: Residential E: Residential W: Residential
SURROUNDING ZONING:	N: R-6B- Urban Residential S: R-6B- Urban Residential E: R-6B- Urban Residential W: R-6B- Urban Residential

PROJECT ANALYSIS

Request and description of project: The request for a site-specific PILOT ordinance is submitted by Volker Development Inc. The request is for a 45-year 4% PILOT for property located at 835 W. Genesee Street (TPN33-01-01-17-232-002). This project combines historic adaptive reuse of the now vacant Genesee Street School (22 units) and a 3-story new construction building (32 units), utilizing LIHTC funding. The completed project will contain a combined total of fifty-four (54) units including thirty-six 1-bedroom units and sixteen 2-bedroom units designated as affordable housing for the elderly, including 9 barrier free units. The project

will be submitted for Low Income Housing Tax Credit award in October 2024. Construction will begin in May 2025 and will be completed in June 2026. The comprehensive \$18,450,853 new construction and rehabilitation will include historic rehabilitation of the Genesee Street School as well as a new 3-story apartment building.

Project Financing: This project includes rehabilitation of a historic school as well as construction of a new 3 story apartment building. It will be competing for Low Income Housing Tax Credits to be awarded by MSHDA. If approved for tax credits, the basic criteria will be met in order to be considered for a 4% PILOT. The Owner anticipates permanently financing the project using Historic Tax Credits, Low Income Housing Tax Credits, a mortgage and deferred developer fee, for a total development cost of \$18,453,434.

FINANCIAL ANALYSIS

Assessor's Financial Analysis:

The project includes one parcel that has a current Taxable Value of \$155,785. The parcel is currently an improved property with off-street parking. The building is vacant and was previously used as a public school.

- Estimated taxes for 2024: \$12,425

The fully developed property will contain a total of 54 units, all of which are subsidized. It will consist of 36-one bedroom units and 16-two bedroom units. The Taxable Value “as if” fully developed is \$2,020,600.

- Estimated taxes “as if” fully developed **w/out** a PILOT: \$ 161,167
- Estimated taxes “as if” fully developed **with** a 5% PILOT: \$28,348

RECOMMENDATION

Staff recommends adoption of the PILOT ordinance based on the following:

The project is consistent with the City's Form-Based Zoning Code. Significant investment will take place to create 54 affordable housing units for elderly and disabled residents. Rehabilitation of the historic building as proposed will help retain the existing character of the area.



Andy Schor, Mayor

2024 APPLICATION FOR PAYMENT IN LIEU OF TAXES (PILOT)

PROJECT NAME:	Genesee Senior Apartments		
PILOT PERIOD REQUESTED:	45	Years (Should match term of qualifying mortgage)	
NUMBER OF PARCELS IN PROJECT:	One (1)	Parcels	
APPLICATION TYPE: (Check all that apply)	☒ NEW PROJECT ☐ RESTRUCTURE OF PROJECT FINANCING ☐ CHANGE IN OWNERSHIP		
PILOT Percentage Requested:	Less than 10% PILOT		

A. OWNERSHIP INFORMATION

NAME OF OWNERSHIP ENTITY:	Genesee Limited Dividend Housing Association LLC
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TYPE OF OWNERSHIP:	☒ LIMITED DIVIDEND HOUSING ASSOCIATION
	☐ QUALIFIED NONPROFIT HOUSING CORPORATION
	☐ CONSUMER HOUSING COOPERATIVE
	☐ OTHER: (DESCRIBE)

DEVELOPER/SPONSOR:	Volker Development Inc.
DEVELOPER ADDRESS:	464 S. Hickory Street, Fond du Lac, WI 54935

CONTACT PERSON:	Greg Baron
TELEPHONE:	216-409-4801
EMAIL:	g.baron@volker.co

LIHTC Application Date:	October 1, 2024		
LIHTC Status:	Applying For		
Initial Use Commitment in LIHTC Application:	30	Years	
Extended Use Commitment in LIHTC Application:	15	Years	



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Total Length of Affordability Commitment in LIHTC Application:	45 Years
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Contact Person for Qualifying Federal or State Financing:	Elizabeth Rademacher
Phone Number:	517-335-9864
Email:	rademachere3@michigan.gov

B. CITY APPROVALS NEEDED

PLANNING BOARD	☒ YES ☐ NO ☐ NOT APPLICABLE STATUS: To-be scheduled in response to this PILOT Application
ZONING BOARD OF APPEALS	☐ YES ☒ NO ☐ NOT APPLICABLE STATUS: N/A
HISTORIC DISTRICT COMMISSION	☐ YES ☒ NO ☐ NOT APPLICABLE STATUS: N/A
OTHER:	STATUS:
EXPECTED PROJECT START DATE:	May 2025
EXPECTED PROJECT COMPLETION DATE:	June 2026

C. PROJECT INFORMATION

Project Address:	835 West Genesee Street, Lansing, MI 48915
General Location (e.g., cross streets)	Corner of W. Genesee St. & N. Butler Street
Is Project located in a Renaissance Zone?	☐ Yes ☒ No
Is Project located in a Neighborhood Enterprise Zone?	☐ Yes ☒ No
Is Project located in an Opportunity Zone?	☐ Yes ☒ No
Is Ownership Entity able to demonstrate site control?	☒ Yes ☐ No

Note: Project is not eligible for PILOT if Ownership Entity is not able to demonstrate site control. Site control is demonstrated through ownership, purchase/option agreement, etc. Contact the Community Development Department with questions regarding sufficient documentation.



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D. BUILDING INFORMATION

Building Type (e.g., single/multi-family, number of floors)	Adaptive Reuse and 3-story new construction
Total Number of Units:	Fifty-Four (54)
Number of Rent Restricted Units:	Fifty-Four (54)
Number of Market Rate Units:	Zero (0)
Total Number of Barrier-Free Units:	Nine (9) units, or 15% of total
Target Demographic(s) (seniors, families, persons with disabilities)	Elderly/Seniors

Transitional Housing for Homeless Project	☐ Yes ☒ No
Emergency Shelter Project	☐ Yes ☒ No
Permanent Supportive Housing?	☐ Yes ☒ No Number of PSH Units <u>N/A</u>
Targeted Income (% of Area Median Income)	30% AMI - 70% AMI
Residential Space Square Footage:	41,947
Non-Residential (N/R Space):	☐ Yes ☒ No
Square Footage (of N/R Space):	N/A
Use (of N/R Space):	N/A
Neighborhood District:	R-AR - Residential Adaptive Reuse

Note: The number of units included this application must be final. Council will not vote on a PILOT that contains a unit range.



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E. UNIT INFORMATION

Unit Type	Number of Units	Average Unit Size (sq. ft.)	Projected Monthly Rent per Unit (including utility allowances)	
			Restricted Rate	Market Rate *
Rent Restricted Units				
0- Bedroom				
1- Bedroom	36	784 SF	\$493 -\$1150	\$493 -\$1150
2- Bedroom	16	900 SF	\$592 - \$1380	\$592 - \$1380
3- Bedroom				
4- Bedroom				
5- Bedroom				
Subtotal	54			

*The expected market rate for the rent restricted unit. The information is used for comparison purposes.

Provide a description of the units in the project:

Twenty-two (22) total units in school building - mix of 1-bds & 2-bds
Thirty-two (32) total units in new con building - mix of 1-bds & 2-bds

Unit Type	Number of Units	Average Unit Size (sq. ft.)	Projected Monthly Rent per Unit (including utility allowances)
Market Rate Units			
0- Bedroom	N/A		
1- Bedroom	N/A		
2- Bedroom	N/A		
3- Bedroom	N/A		
4- Bedroom	N/A		
5- Bedroom	N/A		
Subtotal	N/A		
Total	N/A		



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F. PROJECT FINANCING

Federally-aided Mortgage, Advance, or Grant	☐ Yes	☐ No
Name of Loan/Credit Program	Term of Financing	Amount
	N/A	\$
		\$
		\$

State-aided Mortgage, Advance, or Grant	☐ Yes	☒ No
Name of Loan/Credit Program	Term of Financing	Amount
Federal Historic Tax Credit Equity	N/A	\$ 1,385,822
		\$
		\$

City-aided Mortgage, Advance, or Grant	☐ Yes	☒ No
Name of Loan/Credit Program	Term of Financing	Amount
Permanent Loan - First Mortgage	7.50%, 35 yr. AM	\$ 2,662,000
		\$
		\$

Low Income Housing Tax Credits (LIHTC)	☒ Yes	☐ No
Name of Loan/Credit Program	Term of Financing	Amount
Federal Low Income Housing Tax Credit Equity	N/A	\$ 14,023,598
		\$
		\$

Description and status of other (private) financing:	
Deferred Developer Fee currently estimated at \$382,014	



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G. NARRATIVE

Provide a complete description of the project including the parties involved, necessary background information, number of parking spaces being provided, and any special certification (e.g. LEED) the project will target. Include all amenities that will be included in the development.

*** See Narratives Attached**

Does the proposed development comport with Lansing's Form Based Code found at [Zoning | Lansing, MI - Official Website \(lansingmi.gov\)](https://www.lansingmi.gov/zoning)

*** See Narratives Attached**

Provide a narrative explaining why the PILOT is needed, and how the requested PILOT will assist with the operation of the affordable housing development.

*** See Narratives Attached**

If project financing is being restructured, detail all physical improvements to the project completed within the last five (5) years and any planned rehabilitation. (attach additional pages if necessary)

*** See Narratives Attached**

Describe how the project is designed to fit into and compliment the surrounding neighborhood:

*** See Narratives Attached**

Provide results of neighborhood feedback sought regarding any proposed new construction:

*** See Narratives Attached**



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H. Required Documents

Attach the following required documents to this application.

- ☒ Ownership Entity Organizational Documents
- ☒ Description of Project
- ☒ Legal Description of property (electronic version should be available on request)
- ☒ Evidence of Site Control
- ☒ Sources and Uses Statement (indicate if the funding is committed or pending)
- ☒ Development Proforma
- ☒ Operating Proforma (highlighting PILOT contribution to project)
- ☒ Financing Mortgage
- ☒ Financing Note
- ☒ Financing or Development Agreement/Copy of Regulatory Agreement
- ☒ Location Map of Project Parcels
- ☒ Statement of Development Team Experience (be specific)
- ☒ Summary of Market Study supporting need for your development
- ☒ Property Manager Information and Portfolio (of properties)
- ☐ Most Recent Financial Statement of Developer
- ☒ Capital Improvements Schedule
- ☒ Site Plan
- ☒ Exterior Elevations
- ☐ Other Attachment (Describe)

Provide explanation below if any required documents are unavailable at the time of this application:

Note: If exterior elevations are not available, please provide a description of exterior building materials: Brick, siding, doors, fenestrations, window, door, corner and cornice trim, roofline, below:



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The applicant is responsible for providing written notification to the Development Office of any change in the information contained in this application or its attachments as soon as the applicant becomes aware of the change.

The Development Office reserves the right to request additional information and/or supporting documentation related to this application.

The undersigned hereby attests that to the best of his or her knowledge the information presented herein, including the attachments, is true and correct.

Gregory Baron

Date: 6/28/2024

Signature of Authorized Representative

Name: Greg Baron

Title: Managing Director

Genesee Senior Apartments

NARRATIVE

- 1. Provide a complete description of the project including the parties involved, necessary background information, number of parking spaces being provided, and any special certification (e.g. LEED) the project will target. Include all amenities that will be included in the development.**
 - a. Volker Development Inc. (Volker) and Equity First Community Development, LLC (Equity First) are proposing the Genesee Senior Apartments Project, a combined adaptive-reuse and new construction project in the City of Lansing. The former school building is located on the corner of West Genesee Street and North Butler Boulevard, just outside of downtown Lansing. In partnership with Equity First, the redevelopment of the Genesee school will capitalize on the lack of senior affordable housing development in the City of Lansing. The project scope involves the historic adaptive reuse of the former Genesee School into twenty-two (22) units and the new construction of a thirty-two (32) unit, three (3) story elevator-serviced building on the same parcel. Tenants will enjoy several on-site amenities including a large community room that will include a kitchenette and sitting area.
 - b. The current preliminary site design assumes a total of sixty-eight (68) parking spaces. The development will be ADA compliant and will include handicap accessible parking stalls.
 - c. The Project will achieve LEED-Silver for Homes and Multifamily
- 2. Does the proposed development comport with Lansing's Form Based Code found at Zoning / Lansing, MI - Official Website (lansingmi.gov)**
 - a. The zoning for the proposed development is R-AR- Residential Adaptive Reuse, which allows for the construction of the proposed project. Preliminary site plan approval has been obtained from the City of Lansing.
- 3. Provide a narrative explaining why the PILOT is needed, and how the requested PILOT will assist with the operation of the affordable housing development.**
 - a. As a rent-restricted affordable housing development, the Genesee Senior Apartments will be set aside for seniors at 30% to 70% AMGI. The development will commit to forty-five (45) years of housing affordability. As a result, the development cannot support full real estate taxes during the compliance period. The 10% PILOT will allow Volker and Equity First to provide much-needed affordable housing for seniors in the City of Lansing.
- 4. If project financing is being restructured, detail all physical improvements to the project completed within the last five (5) years and any planned rehabilitation. (attach additional pages if necessary)**
 - a. N/A – The Genesee Senior Apartments Project includes the adaptive reuse of the currently vacant, former Genesee School and the new construction of a new three-story building.

Genesee Senior Apartments

NARRATIVE

5. *Describe how the project is designed to fit into and compliment the surrounding neighborhood*

- a. The Genesee Street School has significance as one of the oldest public-school buildings in Lansing and one of two of the oldest three school buildings that appears to retain adequate integrity. It is also significant as the last of its type built in the city. The development of the Genesee Senior Apartments will maintain and improve the beautiful historic structure. Additionally, the new construction portion will require that Volker and Equity First design a building that compliments the school building and preserves the historic integrity of the neighborhood.

6. *Provide results of neighborhood feedback sought regarding any proposed new construction*

- a. As part of the MSHDA LIHTC application process, as well as the overall due diligence for the Project, Volker and Equity First will complete a robust community outreach process. This will include direct interactions and meetings with City Staff, City Council Members, neighbors, neighborhood community groups and neighborhood businesses.

July ___, 2024

Volker Development Inc., ("Owner")
Attn: Adam Hanson

Re: Prevailing Wage ("Davis-Bacon") Determination for Genesee Senior
Apartments (the "Development")

To Whom it May Concern:

City of Lansing policy requires the enforcement of the Davis-Bacon Act and other federal labor standards and requirements with respect to all housing developments receiving a benefit from the City of Lansing. The City of Lansing has agreed to grant tax exempt status to the Development and to accept a payment in lieu of taxes pursuant to the contract between the City of Lansing and the Owner. The Davis-Bacon Act requires the Owner and the Contractor to agree to pay prevailing wages to all laborers and mechanics providing work at the Development, and to certify the payment of those prevailing wage rates. The applicable Davis-Bacon prevailing wage determinations for this Development are as set forth by the Michigan Department of Labor and Economic Opportunity. The Federal Labor Standards provisions are also attached to this letter.

July __, 2024
Page 2

Please indicate your agreement to pay at least the greater of (1) the minimum hourly wage rate established by Michigan law or (2) the basic hourly prevailing wage rates set by the Michigan Department of Labor and Economic Opportunity and to comply with Federal Labor Standards during the construction of the Development by indicating your concurrence in the spaces provided for that purpose below. These prevailing wage determinations must be incorporated into the Construction Contract between the Owner and the Contractor (the "Contract"). The Owner and Contractor must also certify to the City of Lansing on a quarterly basis, beginning in _____, and ending upon completion of construction (as evidenced by the issuance of Certificates of Occupancy or equivalent on all of the units in the Development), that all laborers and mechanics have been paid prevailing wages as required by this Letter and under the Contract. The Certification issued by the Owner shall be in the form attached hereto as Exhibit A.

Sincerely,

CITY OF LANSING

By: _____
Andy Schor, Mayor

July __, 2024
Page 3

We hereby agree to require the Contractor to comply with the prevailing wage and other requirements contained in this letter, and to incorporate these requirements and the Federal Labor Standards Provisions in the Contract and each subcontract, as set forth in Exhibit B.

The provisions of this Letter may be enforced by the Owner, the City of Lansing, the U.S. Department of Labor, and, to the extent permitted by law, any person intended to be benefitted by them. A breach of the provisions of this Letter shall be considered a material breach of the Contract and shall give the Owner the rights following a default under the Contract. A breach of the provisions of this Letter may also result in the debarment of the Contractor from future participation in U.S. Government contracts under 29 CFR Part 98.

SPONSOR:
Volker Development Inc.



By: Adam Hanson
Its: President

We hereby agree to comply with the prevailing wage and other requirements listed in this letter and agree that these requirements are hereby incorporated in the Contract. We further agree that representatives of each of the foregoing parties with enforcement rights shall have full and free access, during working hours and after reasonable notice, to all our labor- related books of account and records, including, but not limited to, time sheets, company payrolls and certified payrolls, relating to the work under the Contract, including the right to make excerpts or transcripts from such books of account and records and related and supporting documents and statements. We further agree that we shall promptly respond to all requests for information made by the City of Lansing respecting compliance with these requirements.

We shall further cause and require to be included in all subcontracts a provision that representatives of the City of Lansing shall have full and free access, during working hours and after reasonable notice, to all labor-related books of account and records, including, but not limited to, time sheets, company payrolls and certified payrolls, of the subcontractor relating to the work under the Contract, including the right to make excerpts or transcripts from such books of account and records and related and supporting documents and statements.

_____ Construction Company, Inc.

By: (Print)_____

Its: Owner

EXHIBIT A

Prevailing Wage Certification

[INSERT DATE]

City of Lansing
Attn: City Assessor's Office
124 W. Michigan Avenue
Lansing, Michigan

RE: Genesee Senior Apartments

Pursuant to that certain Prevailing Wage Letter Agreement (the "Letter") dated [INSERT DATE], the undersigned, Volker Development Inc. ("Owner"), and _____ Construction Company, Inc. ("Contractor"), hereby certify, each on their own behalf and to the best of their knowledge, to the City of Lansing that each have complied with the requirements of the Letter and that all laborers and mechanics have been paid prevailing wages as required by the Letter and under the Contract.

Volker Development Inc.



By: Adam Hanson

Its: President

_____ Construction Company, Inc.

By: (Print) _____

Its: Owner

Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development
Office of Labor Relations**Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made, or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2)** The classification is utilized in the area by the construction industry; and
 - (3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor,
- (c)** Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)
- (d)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- (e)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a
- (iv)** fringe benefit, which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (v)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis- Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215- 0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice,

3. trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

4. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5. 5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I (b)(2)(B) of the Davis- Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215 -0140 and 1215- 0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5. 5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e. g., the last four digits of the employee' s social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at [http:// www. dol. gov/ esa/ whd/ forms/ wh347instr. htm](http://www.dol.gov/esa/whd/forms/wh347instr.htm) or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for

(iii) transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5. 5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5. 5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A. 3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iv) The contractor or subcontractor shall make the records required under subparagraph A. 3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

5. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to, and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of

(iii) trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

form HUD-4010 (06/2009)

Previous editions are obsolete

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iv) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

6. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

7. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

8. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

9. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

10. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U. S. Department of Labor, or the employees or their representatives.

11. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U. S. C. 1001. Additionally, U. S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part:

(iv) "Whoever, for the purpose of . . . influencing in any way the action of such Administration.... makes, utters or publishes any statement knowing the same to be false.... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

12. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally- assisted contract subject to the Contract

(4) Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(5) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91- 54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Genesee Senior Apartments

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- B. Description of the Project
- C. Legal Description of the Property
- D. Evidence of Site Control
- E. Sources and Uses Statement
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- G. Operating Proforma
- H. Financing Mortgage
- I. Financing Note
- J. Financing or Development Agreement / Copy of Regulatory Agreement
- K. Location Map of Project Parcels
- L. Statement of Development Team Experience
- M. Summary of Market Study
- N. Property Manager Information and Portfolio
- O. Most Recent Financial Statements of Developer
- P. Capital Improvements Schedule
- Q. Site Plan
- R. Exterior Elevations

EXHIBIT A

EXHIBIT E
(Revised 7/9/2024)

Genesee Senior Apartments

Exhibit E – Sources & Uses Statement

(Revised 7/9/2024)

PROJECT SOURCES		
Source	Amt	Status
Federal Low Income Housing Tax Credits	\$14,023,598	Applying for in the MSHDA October 2024 LIHTC Funding Round
Federal Historic Tax Credits	\$1,385,715	Pending - The building is already listed on the National Register of Historic Places, and as such, qualifies for FHTC
First Mortgage	\$2,610,000	Pending - Commitment Letter will be available for LIHTC application submission
Deferred Developer Fee	\$431,540	Committed
TOTAL	\$18,450,853	

PROJECT USES	
Acquisition	\$339,900
Hard Cost + Construction Contingency	\$13,637,445
Design	\$659,561
Professional Fees	\$164,750
Construction and Permanent Financing Costs	\$1,372,994
Soft Costs and Developer Fees	\$1,892,847
Tax Credit Fees	\$135,330
Reserves	\$248,026
TOTAL	\$18,450,853

EXHIBIT F

Development Proforma

(Revised 7/9/2024)

USES		
	Cost	LIHTC Basis
A. Land & Buildings		
Building Basis	339,900	-
Sub Total	\$ 339,900	\$ -
C. Hard Costs		
Hard Construction	11,128,066	11,128,066
Special Allocation for Historic with New Construction	-	-
General Requirements	667,684	667,684
Overhead	222,561	222,561
Contractor P & L	667,684	667,684
Sub Total Rehab and New Construction	\$ 12,685,995	\$ 12,685,995
Total Contract Amount	\$ 12,685,995	\$ 12,685,995
Construction Contingency	951,450	951,450
Total Land + Site Work + Hard Costs + Contingency	\$ 13,977,345	\$ 13,637,445
D. Design & Engineering Fees		
Architect - Design	304,000	304,000
Architect - Supervision	76,000	76,000
Builder's Risk Insurance	82,459	82,459
SAC/WAC/Park Dedication/Impact Fees	27,648	27,648
Engineering	59,454	59,454
Surveying	20,000	20,000
Geotechnical Soil Borings	5,000	5,000
FF&E	55,000	55,000
Other: Planning and Zoning	15,000	15,000
Other: Carbon Offset Credits	15,000	15,000
Sub Total	\$ 659,561	\$ 659,561
E. Professional Fees		
Appraisal	10,000	10,000
Market Study	6,000	6,000
Environmental Assessment	10,000	10,000
Energy Consultant & Green	25,000	25,000
Legal Fees, Borrower - Partnership	50,000	25,000
Legal Fees, Borrower - Local	20,000	10,000
Historic Consultant	30,000	30,000
Cost Cert/Audit	13,750	13,750
Sub Total	\$ 164,750	\$ 129,750
F. Construction and Permanent Financing Costs		
Pre Dev Loan - Origination - Interest	10,000	-
Origination Fee	144,335	96,224
Lender Counsel	35,000	23,333
Construction Interest at:	1,018,059	617,706
Permanent Loan/Bonds:		
Origination Fee/Cost of Issuance	26,100	-
Other: Third Party Fees	22,000	-
Title Insurance - Filing - Recording (Equity/Construction)	50,000	-
Permanent Loan Title & Recording	12,500	-
Tax Credit Syndicator Due Diligence Fee	55,000	-
Sub Total	\$ 1,372,994	\$ 737,263
G. Other Soft Costs		
Taxes During Construction	10,747	10,747
Hazard and Liability Insurance (First Year Escrow)	18,900	-
Rent-up Marketing	43,200	-
Soft Cost Contingency	20,000	20,000
Sub Total	\$ 92,847	\$ 30,747
H. Tax Credit Fees		
Application Fee	2,430	-
Reservation Fee	107,250	-
Agency Compliance Fee	25,650	-
Sub Total	\$ 135,330	\$ -
I. Developer Fee		
Developer Fee	1,800,000	1,800,000
Sub Total	\$ 1,800,000	\$ 1,800,000
J. Development Reserves		
Debt Service Reserves	105,586	-
Operating Reserves	142,440	-
Sub Total	\$ 248,026	\$ -
Soft Cost Total	4,473,508	3,357,321
Total Development Cost	\$ 18,450,853	\$ 16,994,765

EXHIBIT G

Operating Budget

(Revised 7/9/2024)

Operating Expenses

Expenses		Monthly	Annual
Personnel		4,361	52,337
Property Management	6%	2,639	31,669
Administrative/Office Expenses		1,575	18,900
Cable TV/Internet		338	4,050
Accounting/Audit		472	5,665
Legal		158	1,890
Marketing & Retention		450	5,400
Grounds Maintenance		1,125	13,500
Elevator		675	8,100
Trash		900	10,800
Repairs & Maintenance		2,475	29,700
Utilities (Sewer/Water & Common Areas)		4,050	48,600
Property Taxes		1,597	19,169
Insurance		1,575	18,900
		\$ 22,390	\$ 268,680
Replacement Reserves		1,350	16,200
Total Operating Expenses		\$ 23,740	\$ 284,880

Less Than 10% PILOT Calculation

Less Than 10% PILOT	
\$527,821	Actual Rent collected
(\$48,600)	Utilities
\$479,221	
4%	PILOT (%)
\$19,169	Annual Taxes
54	# of units
\$355	Per Unit, Per Yr

EXHIBIT G

Operating Budget

(Revised 7/9/2024)

Operating Expenses

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Replacement Reserves		1,350	16,200
Total Operating Expenses		\$ 23,740	\$ 284,880

Less Than 10% PILOT Calculation

Less Than 10% PILOT	
\$527,821	Actual Rent collected
(\$48,600)	Utilities
\$479,221	
4%	PILOT (%)
\$19,169	Annual Taxes
54	# of units
\$355	Per Unit, Per Yr

15-Year Operating Proforma

[illegible]

Genesee Senior Apartments

Ownership Entity Formation

- Owner - MI Certificate of Organization
- Owner - MI Good Standing
- Managing Member - MI Certificate of Organization
- Managing Member - MI Good Standing



Genesee Senior Apartments

Ownership Entity Formation

**Owner: Genesee Limited Dividend
Housing Association LLC**

- **Michigan Articles of Organization**
- **Michigan Good Standing Certificate**

LARA Corporations
Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 02/2017

ARTICLES OF ORGANIZATION
For use by DOMESTIC LIMITED LIABILITY COMPANY

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

Article I

The name of the limited liability company is:

GENESEE LIMITED DIVIDEND HOUSING ASSOCIATION LLC

Article II

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

The company has been organized exclusively to provide housing facilities for person of low and moderate income, or for persons whose income does not exceed limits established in ACT No. 346 of the public acts of 1966 of the state of Michigan, as amended (The "Act"), and section 42 of the internal revenue code of 1986, as amended, and for social, recreational, commercial, and communal facilities as may be necessary to serve and improve a residential area in which authority-aided or federally-aided housing is located or is planned to be located, thereby enhancing the viability of the housing.

Article III

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

Article IV

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

1. Agent Name: COGENCY GLOBAL, INC.
2. Street Address: 186 N. MAIN STREET
Apt/Suite/Other: 2ND FLOOR, SUITE ONE
City: PLYMOUTH
State: MI Zip Code: 48170

3. Registered Office Mailing Address:
P.O. Box or Street Address: 186 N. MAIN STREET
Apt/Suite/Other: 2ND FLOOR, SUITE ONE
City: PLYMOUTH
State: MI Zip Code: 48170

Article V

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

ATTACHMENT TO ARTICLES OF ORGANIZATION FOR GENESEE LIMITED DIVIDEND HOUSING ASSOCIATION LLC

ARTICLE V. THE FOLLOWING PROVISIONS SUPPLEMENT THE OTHER ARTICLES OF ORGANIZATION AND SUPERSEDE THEM TO THE EXTENT THE OTHER PROVISIONS ARE INCOMPATIBLE WITH WHAT FOLLOW:

3. RETURN. FOR THE PURPOSE OF LIMITING THE RETURN TO BE RECEIVED BY THE COMPANY, THE FOLLOWING SECTIONS SHALL BE INCLUDED IN THE ARTICLES OF ORGANIZATION AND THE COMPANY'S OPERATING AGREEMENT:

NOTWITHSTANDING ANY OTHER PROVISIONS OF THESE ARTICLES OF ORGANIZATION OR ANY OPERATING AGREEMENT, BY ACCEPTANCE OF A BENEFICIAL INTEREST IN THE COMPANY OR BY EXECUTING THE DOCUMENT OF BASIC ORGANIZATION, EVERY MEMBER OF THE COMPANY SHALL BE DEEMED TO HAVE AGREED THAT HE OR SHE AT NO TIME SHALL RECEIVE FROM THE COMPANY, ANY RETURN IN EXCESS OF THE FACE VALUE OF THE INVESTMENT ATTRIBUTABLE TO HIS OR HER RESPECTIVE INTEREST PLUS CUMULATIVE DIVIDEND PAYMENTS AT A RATE

WHICH THE MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY (THE "AUTHORITY") DETERMINES TO BE REASONABLE AND PROPER, COMPUTED FROM THE INITIAL DATE ON WHICH MONEY WAS PAID OR PROPERTY DELIVERED IN CONSIDERATION FOR THE INTEREST; AND THAT UPON THE DISSOLUTION OF THE COMPANY, ANY SURPLUS IN EXCESS OF THOSE AMOUNTS SHALL BE PAID TO THE AUTHORITY OR TO ANY OTHER REGULATING GOVERNMENTAL BODY AS THE AUTHORITY DIRECTS.

AS USED IN THE FOREGOING PARAGRAPH, THE TERMS "SURPLUS" AND "RETURN" ARE DEFINED AS FOLLOWS: (1) THE TERM "SURPLUS" AS USED HEREIN SHALL NOT BE DEEMED TO INCLUDE ANY INCREASE IN ASSETS OF THE COMPANY BY REASON OF REDUCTION OF A MORTGAGE, BY AMORTIZATION OR SIMILAR PAYMENTS, OR REALIZED FROM THE SALE OR DISPOSITION OF ANY ASSETS OF THE COMPANY TO THE EXTENT SUCH SURPLUS CAN BE ATTRIBUTED TO ANY INCREASE IN MARKET VALUE OF ANY REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY ACCRUING DURING THE PERIOD THE ASSETS WERE OWNED AND HELD BY THE COMPANY.

(2) ANY PAYMENT TO A PERSON HAVING A BENEFICIAL INTEREST IN THE COMPANY SHALL NOT BE DEEMED A "RETURN" TO SUCH PERSON IF THE FUNDS WITH WHICH SUCH PAYMENT IS MADE ARE FUNDS CONTRIBUTED TO THE COMPANY BY PERSONS PURCHASING A BENEFICIAL INTEREST IN THE COMPANY.

4. SUPERVISION BY AUTHORITY. FOR THE PURPOSE OF CARRYING OUT THE PROVISIONS OF THE ACT, THE FOLLOWING SECTIONS SHALL BE INCLUDED IN THE OPERATING AGREEMENT:

NOTWITHSTANDING ANY OTHER PROVISIONS OF THESE ARTICLES OF ORGANIZATION OR ANY OPERATING AGREEMENT, THE OPERATIONS OF THE COMPANY MAY BE SUPERVISED BY THE AUTHORITY OR BY ANY OTHER GOVERNMENTAL BODY AS THE AUTHORITY DIRECTS, AND THE COMPANY SHALL ENTER INTO AGREEMENTS WITH THE AUTHORITY OR WITH THE GOVERNMENTAL BODY AS THE AUTHORITY FROM TIME TO TIME REQUIRES. THE OPERATING AGREEMENT SHALL PROVIDE FOR REGULATION BY THE AUTHORITY OR THE GOVERNMENTAL BODY OF THE PLANNING, DEVELOPMENT AND MANAGEMENT OF THE HOUSING DEVELOPMENT UNDERTAKEN BY THE COMPANY AND THE DISPOSITION OF THE PROPERTY AND FRANCHISES OF THE COMPANY.

5. AUTHORITY'S RIGHT TO APPOINT MANAGING AGENT. FOR CARRYING OUT THE PROVISIONS OF THE ACT, THE FOLLOWING SECTIONS SHALL BE INCLUDED IN THE COMPANY'S OPERATING AGREEMENT:

NOTWITHSTANDING ANY OTHER PROVISIONS OF THESE ARTICLES OF ORGANIZATION, THE AUTHORITY SHALL HAVE THE POWER TO APPOINT A MANAGING AGENT OF THE COMPANY AND ITS MEMBERS, WHO MAY BE AN OFFICER, EMPLOYEE, OR AGENT OF THE AUTHORITY, AND SUCH MANAGING AGENT SHALL HAVE COMPLETE POWER TO ACT AS AGENT AND ATTORNEY IN FACT FOR THE COMPANY AND ITS MEMBERS, IN CONNECTION WITH ANY ASSETS OR LIABILITY OF THE COMPANY, TO FULFILL ANY OBLIGATIONS THE COMPANY MAY HAVE TO THE AUTHORITY IF:

1) THE COMPANY HAS RECEIVED A LOAN OR ADVANCE AS PROVIDED IN THE ACT AND THE AUTHORITY DETERMINES THAT THE LOAN OR ADVANCE IS IN JEOPARDY OF NOT BEING REPAID;

2) THE COMPANY HAS RECEIVED A LOAN OR ADVANCE AS PROVIDED IN THE ACT AND THE AUTHORITY DETERMINES THAT THE PROPERTY HOUSING DEVELOPMENT FOR WHICH THE LOAN OR ADVANCE WAS MADE IS IN JEOPARDY OF NOT BEING CONSTRUCTED;

3) THE AUTHORITY DETERMINES THAT SOME PART OF THE NET INCOME OR NET EARNINGS OF THE COMPANY, IN EXCESS OF THAT PERMITTED BY OTHER PROVISIONS OF THE ACT, SHALL INURE TO THE BENEFIT OF ANY PRIVATE INDIVIDUAL, FIRM, CORPORATION, COMPANY, TRUST OR ASSOCIATION;

4) THE AUTHORITY DETERMINES THAT THE COMPANY IS IN VIOLATION OF THE RULES PROMULGATED UNDER SECTION 22 OF THE ACT; OR

5) THE AUTHORITY DETERMINES THAT THE COMPANY IS IN VIOLATION OF ANY AGREEMENTS ENTERED INTO WITH THE AUTHORITY PROVIDING FOR REGULATION BY THE AUTHORITY OF THE PLANNING, DEVELOPMENT AND MANAGEMENT OF ANY HOUSING DEVELOPMENT UNDERTAKEN BY THE COMPANY OR THE DISPOSITION OF THE PROPERTY AND FRANCHISES OF SUCH COMPANY.

6. AUTHORITY'S RELIANCE ON CONTINUING EFFECT OF PROVISIONS. TO ENSURE CONTINUING COMPLIANCE WITH THE FOREGOING, THE FOLLOWING SECTION SHALL BE INCLUDED IN THE COMPANY'S OPERATING AGREEMENT:

NOTWITHSTANDING ANY OTHER PROVISIONS OF THESE ARTICLES OF ORGANIZATION OR ANY OPERATING AGREEMENT, THE MEMBERS OF THE COMPANY AGREE THAT THE AUTHORITY MAY RELY UPON THE CONTINUING EFFECT OF THIS OPERATING AGREEMENT IN THIS FORM AS APPROVED BY THE AUTHORITY AND, BY THE EXECUTION OF THIS OPERATING AGREEMENT, SUCH MEMBERS AGREE NOT TO AMEND, ALTER OR CHANGE THE PROVISIONS OF THIS AGREEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF AN AUTHORIZED OFFICER OF THE AUTHORITY.

Signed this 20th Day of October, 2023 by the organizer(s):

Signature	Title	Title if "Other" was selected
Darlene Metz	Organizer	

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

☐ Decline ☒ Accept

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION

for

GENESEE LIMITED DIVIDEND HOUSING ASSOCIATION LLC

ID Number: 803116085

received by electronic transmission on October 20, 2023 ***, is hereby endorsed.***

Filed on October 20, 2023 ***, by the Administrator.***

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



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 20th day of October, 2023.

Linda Clegg

Linda Clegg, Director
Corporations, Securities & Commercial Licensing Bureau



Department of Licensing and Regulatory Affairs
Lansing, Michigan

This is to Certify That

GENESEE LIMITED DIVIDEND HOUSING ASSOCIATION LLC

*was validly authorized on October 20 , 2023, as a Michigan
DOMESTIC LIMITED LIABILITY COMPANY
and said limited liability company is validly in existence under the laws of this state and has satisfied its
annual filing obligations.*

*This certificate is issued pursuant to the provisions of 1993 PA 23 to attest to the fact that the company is
in good standing in Michigan as of this date.*

*This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit
given it in every court and office within the United States.*



Sent by electronic transmission

Certificate Number: 23110518409

*In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 22nd day of November , 2023.*

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

Verify this certificate at: URL to eCertificate Verification Search <http://www.michigan.gov/corpverifycertificate>.



Genesee Senior Apartments

Ownership Entity Formation

General Partner:
Genesee MM Limited Dividend
Housing Association LLC

- **Michigan Articles of Organization**
- **Michigan Good Standing Certificate**

LARA Corporations Online Filing System

Department of Licensing and Regulatory Affairs

Form Revision Date 02/2017

ARTICLES OF ORGANIZATION

For use by DOMESTIC LIMITED LIABILITY COMPANY

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

Article I

The name of the limited liability company is:

GENESEE MM LIMITED DIVIDEND HOUSING ASSOCIATION LLC

Article II

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

Article III

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

Article IV

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

1. Agent Name: COGENCY GLOBAL, INC.
2. Street Address: 186 N. MAIN STREET
Apt/Suite/Other: 2ND FLOOR, SUITE ONE
City: PLYMOUTH
State: MI Zip Code: 48170
3. Registered Office Mailing Address:
P.O. Box or Street Address: 186 N. MAIN STREET
Apt/Suite/Other: 2ND FLOOR, SUITE ONE
City: PLYMOUTH
State: MI Zip Code: 48170

Signed this 20th Day of October, 2023 by the organizer(s):

Signature	Title	Title if "Other" was selected
Darlene Metz	Organizer	

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

☐ Decline ☒ Accept

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION

for

GENESEE MM LIMITED DIVIDEND HOUSING ASSOCIATION LLC

ID Number: 803116109

received by electronic transmission on October 20, 2023 ***, is hereby endorsed.***

Filed on October 20, 2023 ***, by the Administrator.***

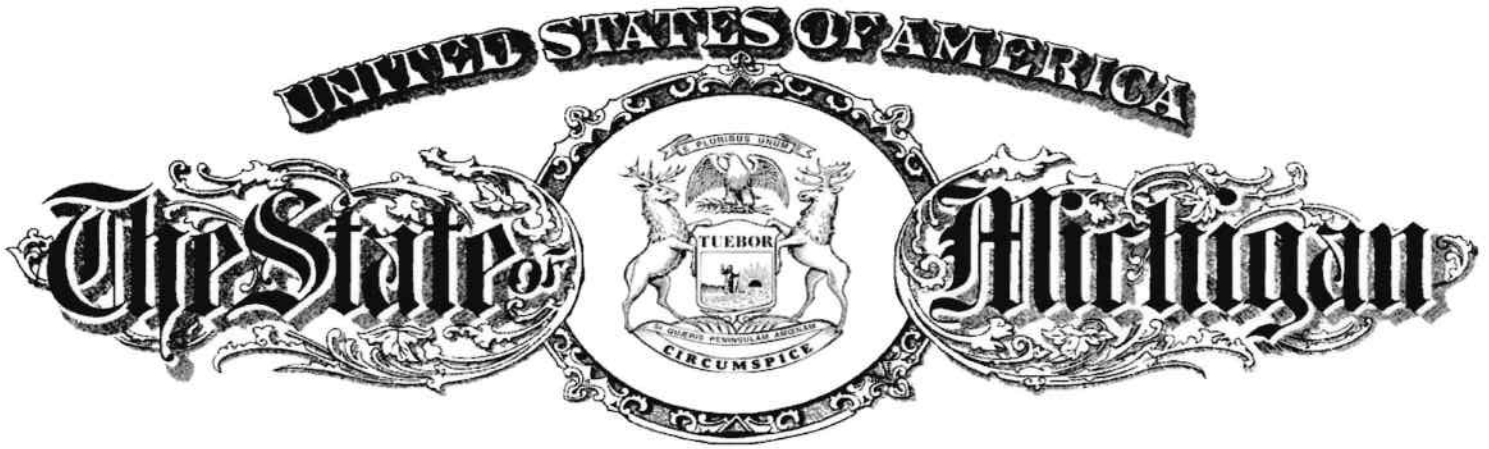
The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 20th day of October, 2023.

Linda Clegg

Linda Clegg, Director
Corporations, Securities & Commercial Licensing Bureau



Department of Licensing and Regulatory Affairs
Lansing, Michigan

This is to Certify That

GENESEE MM LIMITED DIVIDEND HOUSING ASSOCIATION LLC

*was validly authorized on October 20 , 2023, as a Michigan
DOMESTIC LIMITED LIABILITY COMPANY
and said limited liability company is validly in existence under the laws of this state and has satisfied its
annual filing obligations.*

*This certificate is issued pursuant to the provisions of 1993 PA 23 to attest to the fact that the company is
in good standing in Michigan as of this date.*

*This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit
given it in every court and office within the United States.*



Sent by electronic transmission

Certificate Number: 23110518506

*In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 22nd day of November , 2023.*

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

Verify this certificate at: URL to eCertificate Verification Search <http://www.michigan.gov/corpverifycertificate>.

EXHIBIT B



Project Narrative
Genesee Senior Apartments
835 West Genesee Street, Lansing

General Overview

Volker Development Inc. (Volker) and Equity First Community Development, LLC (Equity First) are proposing the Genesee Senior Apartments Project, a combined adaptive-reuse and new construction project in the City of Lansing. The former school building is located on the corner of West Genesee Street and North Butler Boulevard, just outside of downtown Lansing. In partnership with Equity First, the redevelopment of the Genesee school will capitalize on the lack of senior affordable housing development in the City of Lansing.

The project scope involves the historic adaptive reuse of the former Genesee School into twenty-two (22) units and the new construction of a thirty-two (32) unit, three (3) story elevator-serviced building on the same parcel. Tenants will enjoy several on-site amenities including a large community room that will include a kitchenette and sitting area.

The Development Team will apply to the Michigan State Housing Development Authority (MSHDA) in October of 2024 for Competitive 9% Low-Income Housing Tax Credits (LIHTC), with results expected to be issued in December of 2024. Additionally, we plan to apply to MSHDA under the Strategic Investment Category.

The Project will meet a number of strategic goals for MSHDA and the overall State of Michigan. The Project can be viewed as a training exercise to support the development of a minority developer in the State of Michigan.

The project will implement the following goals and initiatives:

1. **Promotion of minority entrepreneurs in the affordable housing industry** - Fostering a training ground for Equity First to become a self-sustaining 100% minority owned developer and owner of affordable housing throughout the City of Lansing and the State of Michigan
2. **Significant local/municipal Support and funding commitments** – Providing much needed affordable housing in the State’s Capital City.
3. **A Historic Structure Worth Saving - History of the Barnes Avenue School Building** - Preserving a historic structure with a deep history.

Promotion of Minority Entrepreneurs in the Affordable Housing Industry

The Genesee Apartments Project offers a unique opportunity to support an emerging, minority affordable housing developer in the State. Equity First Community Development, LLC (Equity First) is 100% minority owned and has created a formal, long-term relationship with Volker, who will shepherd and mentor Equity First through all aspects of the affordable housing development process, with a long-term goal of allowing Equity First to stand on its own as an affordable housing owner and developer. Volker and Equity First have formed a joint venture partnership to develop properties in Lansing and potentially other areas of Michigan. Equity First will learn all aspects of the development process; from site selection to lease-up and everything in between.

EXHIBIT C

Genesee Senior Apartments

Exhibit C – Legal Description

PROPERTY DESCRIPTION:

The North 66 feet of the West 241.312 feet of Lot 3; and the North 66 feet of the West 99 feet of Lot 2, Block 2, Claypool Subdivision, City of Lansing, Ingham County, Michigan, according to the recorded plat thereof, Ingham County Records; ALSO Lots 5 through 11, inclusive, Dodge & Daniels Subdivision East of Butler, City of Lansing, Ingham County, Michigan, according to the recorded plat thereof, Ingham County Records.

EXHIBIT D



Site Control

Please refer to the attached Real Estate Purchase Agreement for the project site located at 835 West Genesee Street, Lansing Michigan 48915. The submitted documentation clearly identifies the physical location, purchase price, and closing date/duration of site control.

In addition, we have included the executed Assignment of Real Estate Purchase Agreement, assigning all rights and obligations from Volker Development Inc. to the ownership entity, Genesee Limited Dividend Housing Association LLC.

Please Note: we are currently working with the Property Owner and Broker to extend site control in anticipation of the October 2024 MSHDA submission.

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement ("Agreement") is made and entered into and effective as of the Acceptance Date (as defined below), by and between 835 GENESEE LLC, a Michigan limited liability company ("Seller") and Volker Development, Inc., a Wisconsin corporation and/or its assigns ("Buyer").

RECITALS

A. Seller owns the property commonly known as 835 West Genesee Street, Lansing, Michigan 48915, and is further described on Exhibit A attached hereto and incorporated herein (the "Property").

B. Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, pursuant to all of the covenants, provisions and other terms and conditions set forth in this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions contained in this Agreement, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

1. **AGREEMENT TO SELL AND PURCHASE.** Seller shall sell the Property to Buyer, and Buyer shall purchase the Property from Seller, pursuant to the covenants, provisions and other terms and conditions contained in this Agreement. The Property shall include: (i) that certain parcel of land described in Section A of the Recitals; (ii) the improvements, fixtures, easements, licenses, permits; (iii) all of Seller's other rights, title and interest appurtenant and otherwise relating thereto, (iv) all right, title and interest, if any, of Seller in and to any adjacent roads, rights-of-way, alleys, drainage facilities, easements, street, road or access way, opened or proposed, in front of, at a side of or adjoining the Property, to the centerline of such street, road or access way; and (v) any personal property owned by Seller and used exclusively in the operation of the Property.

2. **PURCHASE PRICE; EARNEST MONEY.**

(a) Subject to prorations and adjustments pursuant to this Agreement, the purchase price shall be Three Hundred Thirty-Nine Thousand Nine Hundred and 00/100 Dollars (\$339,900.00) (the "Purchase Price"). Buyer shall deposit earnest money in the amount of Fifteen Thousand and 00/100 Dollars (\$15,000.00) (the "Earnest Money") into the escrow described below within five (5) days following the Acceptance Date (as defined below). The Earnest Money shall be fully refundable but shall become non-refundable in installments and released to Seller five (5) days thereafter as follows: (i) Five Thousand and 00/100 Dollars (\$5,000.00) on the forty-sixth (46th) day following the Acceptance Date; (ii) Five Thousand and 00/100 Dollars (\$5,000.00) five (5) business days following the date upon which Buyer submits an application for a Reservation (as defined below); and (iii) Five Thousand and 00/100 Dollars (\$5,000.00) within five (5) business days following Buyer's receipt of a Reservation (as defined below). All Earnest Money shall be credited against the Purchase Price at Closing.

(b) Buyer shall deposit additional earnest money in the amount of Fifteen Thousand and 00/100 Dollars (\$15,000.00) ("Additional Earnest Money") into the escrow described below within five (5) business days following the date upon which Buyer receives a Reservation and promptly released to Seller. "Reservation" means Buyer's receipt of an

allocation of affordable housing tax credits ("AHTC") from the Agency for the Intended Uses ("Reservation"). "Agency" means the Michigan State Housing Development Authority (MSHDA). Additional Earnest Money deposited pursuant to this Section shall be non-refundable, but shall be credited against the Purchase Price at Closing (as defined below).

(c) All Earnest Money shall be deposited in escrow with First American Title or another title insurance company selected by Buyer (the "Title Company") to be held in accordance with this Agreement. All interest earned on the Earnest Money and Additional Earnest Money shall be credited in favor of Buyer against the Purchase Price upon Closing. The Earnest Money and any Additional Earnest Money will be deposited with Title Company with the understanding that Title Company is not a party to the Agreement and does not assume or have any liability for performance or non-performance of any party to this Agreement. Buyer and Seller acknowledge and agree that, following the termination of the Agreement as provided herein, the Title Company shall disburse any and all refundable Earnest Money and Additional Earnest Money to Buyer promptly upon demand by Buyer. If the Title Company complies with the provisions of this Agreement, Buyer and Seller each hereby release the Title Company from all adverse claims related to the disbursal of the Earnest Money and any Additional Earnest Money.

3. **PROPERTY INFORMATION; CONTRACTS.** In addition to all other obligations of Seller under this Agreement, Seller shall provide Buyer, within five (5) days of the Acceptance Date, copies of any and all reports, contracts, leases, guaranties, warranties, information, correspondence, notes, memoranda and surveys relating to the Property or relevant to a reasonable Buyer's determination whether to purchase the Property (the "Property Information"). Seller further agrees to deliver promptly to Buyer copies of any additional Property Information that Seller obtains prior to Closing. Additionally, within thirty (30) days of the Acceptance Date Seller shall disclose to Buyer all known adverse conditions associated with the Property on a separate schedule (the "Disclosure Schedule"). For purposes of disclosure, reference to Property Information shall constitute disclosure of the information contained in such Property Information. Prior to Closing, Seller shall terminate any and all property management, maintenance, lawn care, snow plowing and other contracts and agreements relating to the Property (collectively "Maintenance Agreements").

4. **INVESTIGATION; COOPERATION; AND CONDITION PRECEDENT.**

(a) Seller acknowledges that Buyer contemplates acquiring the Property for the Intended Uses (as defined below). From and after the Acceptance Date, Buyer and its agents shall have the right, but no obligation: (i) to enter upon the Property to conduct the tests, inspections, studies, assessments and investigations contemplated under this Agreement at any time and from time to time (collectively, "Tests"); and (ii) to make such Tests of the Property and information with respect to the Property, the Intended Uses and/or this Agreement, all as Buyer may deem desirable, including, without limitation: [a] any environmental assessment, evaluation or study (including "Phase I" assessments and "Phase II" assessments, including laboratory testing of soil, water and other substances); [b] soil, boring, percolation and other similar tests; and [c] topographic, engineering, traffic, parking and other feasibility studies. Seller represents to Buyer that it is not currently utilizing the Property or leasing the Property and that Tests may be conducted at such times as Buyer deems reasonable and necessary. Buyer will provide Seller with advanced notice of all Tests. Buyer shall indemnify, defend and hold Seller, its employees, agents, contractors, lessees, licensees, invitees, successors and assigns harmless from any and all liabilities, claims, damages and expenses (including attorneys' fees, court costs, and costs of

investigation) arising out of or in connection with the Tests or the entry on to the Property by Buyer or its agents.

(b) From and after the Acceptance Date, Seller agrees that Seller shall, at the request of Buyer and without cost to Seller, cooperate with Buyer in connection with any and all private and governmental approvals, rezoning, land subdivisions and other matters relating to Buyer's intended uses of the Property as affordable multi-family housing (the "Intended Uses"), including without limitation Buyer's application to the Michigan State Housing Development Authority (the "Agency" or "MSHDA")

(c) If at any time on or before December 1, 2023 (the "Contingency Date"), Buyer determines, for any reason or no reason, in Buyer's sole discretion, that the Property or the transaction described herein is unsuitable or unacceptable to Buyer, then Buyer shall have the right to terminate this Agreement by giving written notice of termination to Seller at any time on or before the Contingency Date in which event, at Buyer's election, all Earnest Money shall be immediately returned to Buyer ("Buyer's Contingency"). Any failure by Buyer to give such notice shall constitute an election by Buyer to not so terminate. Following any termination of this Agreement pursuant to this Section 4(c), the parties shall be relieved of any further obligations or liabilities under this Agreement, except those obligations that expressly survive termination hereof.

(d) In addition to any and all other conditions and contingencies in this Agreement, Buyer's obligations under this Agreement are hereby conditioned upon Buyer's receipt of an affordable housing tax credit ("AHTC") reservation from the Agency for the Intended Uses ("Reservation"). Seller acknowledges that Buyer intends to apply to Agency for a Reservation on or before December 1, 2023 and that Agency intends to make a determination concerning that application between April and June 2024. If for any reason a Reservation is not received by Buyer on or before June 30, 2024 then, Buyer at its sole discretion, may elect to either (i) terminate this Agreement, or (ii) apply to Agency for a Reservation in the following funding round during which a Reservation may be obtained by Buyer with the Closing Date automatically extended accordingly. In the event that the Agreement is terminated all Earnest Money (including any Additional Earnest Money) shall be immediately returned to Buyer.

(e) Notwithstanding any other provision in this Agreement, in the event that Buyer is unable to obtain a commitment for an equity investment from a tax credit investor on terms that are satisfactory to Buyer in Buyer's sole discretion, and in an amount sufficient for the Intended Uses, within ninety (90) days after receiving a Reservation then, Buyer, at its sole discretion, may elect to (i) purchase the Property upon the terms and conditions provided in this Agreement, (ii) extend the Closing Date as provided herein, or (iii) terminate this Agreement. In the event that the Agreement is terminated all Earnest Money (including any Additional Earnest Money) shall be immediately returned to Buyer.

5. TITLE INSURANCE; SURVEY. For purposes of this Section, the term "Property" shall include any and all personal property to be transferred pursuant to this transaction. Within fifteen (15) days of the Acceptance Date, Seller shall deliver a written commitment of the Title Company to issue to Buyer a current ALTA Form owner's policy of title insurance with respect to the Property in the amount of the Purchase Price (the "Title Commitment"). Seller shall provide Buyer with a copy of its existing survey, if any. If Seller's existing survey is not acceptable to the Title Company or Buyer, Buyer or any third party may obtain a survey meeting ALTA/ACSM Land Title Surveys standards (the "Survey"). Seller's warranty of title set forth in the deed and Seller's other representations and warranties, if any,

with respect to the Property shall be subject to all exceptions set forth elsewhere in this Agreement; and all Permitted Exceptions (as defined below); provided, however, that for purposes of the Warranty Deed no preprinted or standard exceptions shall be considered Permitted Exceptions and in no case will a monetary lien be considered a Permitted Exception it being agreed that all monetary liens will be paid out of Closing. If the Title Commitment or Survey discloses any matters unacceptable to Buyer, in Buyer's sole discretion, (the "Title Defects"), Buyer shall notify Seller of such Title Defects on or before the Contingency Date. If within fifteen (15) days after receiving notice from Buyer (regardless of whether such fifteen (15) day period ends after the Contingency Date), Seller fails to correct the Title Defects to Buyer's satisfaction, Buyer may: (a) terminate this Agreement upon written notice to Seller in which case, anything in this Agreement to the contrary notwithstanding, the Earnest Money (including any Additional Earnest Money) shall be immediately returned to Buyer, and thereupon this Agreement shall be terminated without further action of the parties and without any further liability to either Seller or Buyer, or (b) waive Buyer's objection to such Title Defects and take title subject to the same, with the right to have any definite, monetary liens paid from the Seller's proceeds. Any title exceptions contained on the Title Commitment and not objected to by Buyer, or a title exception that shall be objected to initially, but such objection thereto is later waived by Buyer, shall be deemed a "Permitted Exception" hereunder.

6. ADDITIONAL REPRESENTATIONS AND WARRANTIES OF SELLER.

(a) The accuracy of all Seller representations and warranties contained in this Agreement shall be a condition to Buyer's obligations under this Agreement. If any of the representations or warranties contained in this Agreement is untrue and is not cured (at no cost to Buyer) prior to the scheduled Closing, then Buyer may elect to purchase the Property as it then is or, terminate this Agreement and, anything in this Agreement to the contrary notwithstanding, receive a refund of all Earnest Money (including any Additional Earnest Money), paid hereunder and all accrued interest thereon. Buyer's rights set forth in the immediately preceding sentence shall be in addition to, not in lieu of, any other rights and remedies available to Buyer for default by Seller and shall include, without limitation, the right to recover from Seller any and all damages, direct and indirect, which Buyer may suffer as a result of the failure of the representations or warranties to conform to the requirements of this Agreement.

(b) Seller hereby represents and warrants to Buyer that all of the following are true, correct and complete on and as of the date hereof, shall continue to be true, correct and complete as of the Closing Date and shall survive the Closing and delivery of the Warranty Deed (as defined below):

(i) Seller has not received written notice of any pending or threatened proceeding by any governmental authority which could or might limit or result in the termination of full and free access to and from a dedicated public street or any proposed zoning for multifamily housing.

(ii) Seller has not received written notice of any judicial, quasi-judicial, administrative or other proceeding which might adversely affect the validity of the present zoning of the Property.

(iii) Seller has not, and to Seller's knowledge no other person or entity has, used, stored, manufactured, generated, released or disposed of any Hazardous Substance (hereinafter defined) on, in or about any of the Real Property in violation of applicable Environmental Laws (hereinafter defined). No Hazardous Substance is located (or alleged by anyone to be located) on, under or about any of the Real Property in violation of applicable Environmental Laws. The term "**Hazardous Substance**" means any of the following: "toxic

substances," "toxic materials," "hazardous waste," "hazardous substances," "pollutants," or "contaminants" [as those terms are defined in the Resource, Conservation and Recovery Act of 1976, as amended (42 U.S.C. § 6901 et. -), the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601 et. -), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §1801 et. -), the Toxic Substances Control Act of 1976, as amended (15 U.S.C. §2601 et. -), the Clean Air Act, as amended (42 U.S.C. §1251 et. -) and any other federal, state or local law, statute, ordinance, rule, regulation, code, order, approval, policy and authorization relating to health, safety or the environment (said laws being hereafter referred to collectively as "**Environmental Laws**")]; asbestos or asbestos-containing materials; lead or lead-containing materials; oils; petroleum-derived compounds; pesticides; or polychlorinated biphenyls. Seller has not received from any governmental body having authority any written complaint, order, citation or notice with regard to air emissions, water discharges, noise emissions or Hazardous Substances, or any other environmental, health or safety matters affecting the Property or any part thereof. There is no Underground Storage Tank ("**UST**") located on, in or about the Real Property and at no time has there been a release from any UST which has resulted in any regulated substance coming in contact with any of the Real Property. For the purpose of this Section 7(c), the term "Underground Storage Tank" shall have the meaning specified in the Superfund amendments and Reauthorization Act, and the term "regulated substances" shall have the meaning specified in The Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901-91 (1985), as amended from time to time.

(iv) The person signing this Agreement as Seller has the full right, power and authority to enter into this Agreement as Seller, and to carry out Seller's obligations, including the conveyance of the Property to Buyer as provided in this Agreement, without the joinder of any other person.

(v) Seller has and will convey to Buyer at Closing by Warranty Deed good, indefeasible fee simple title to the Property, free and clear of all conditions, exceptions or reservations, except the Permitted Exceptions as authorized in this Agreement

(vi) There are no parties claiming adverse possession of the Property. Seller is the only party in possession of the Property, and there are no outstanding written or oral leases or agreements relating to the use or possession of the Property.

(vii) Seller has no knowledge of the existence of any special assessments of any kind presently pending against the Property and Seller has not received written notice of any special assessments being contemplated.

(viii) Seller has not received written notice and does not have knowledge of any pending or threatened condemnation proceedings affecting the Property and no litigation or threatened litigation affecting Seller or the Property which could constitute a lien, claim or encumbrance against the Property or which could prevent Seller from performing its obligations under this Agreement.

(ix) Seller has not received written notice and does not have knowledge of any violations or alleged violations of any applicable laws and ordinances affecting the Property, nor that the present maintenance, operation, and use of the Property violates nor allegedly violates any environmental, zoning, subdivision, building or similar law, ordinance, code, order or regulation presently in existence, or any governmental permit(s) issued for the Property.

(x) Seller is conveying the Property with all utilities available to the boundary of the land.

(xi) The land is assessed for taxes as a separate parcel, and not as part of a larger tract, parts of which are not within the land.

(xii) Seller has not received from any insurance company which carries insurance on any of the Property, or any Board of Fire Underwriters, any notice of any defect or inadequacy in connection with the Property, or its operation and Seller has no knowledge of any such defect or inadequacy which might increase the premium or cause the cancellation of any insurance policy.

(xiii) Seller is not a party to any agreement or commitment to sell, convey, assign, transfer, provide rights of first refusal or other similar rights with respect to, or otherwise dispose of, any part of the Property or any interest therein other than this Agreement. Neither Seller nor any person or entity claiming by, through or under Seller has done or suffered anything whereby any lien, encumbrance, claim or right of another has been created against the Property or any portion thereof or any interest therein other than this Agreement, the Permitted Exceptions and possible construction or materialmen's lien claims which will be removed at or before the Closing.

(xiv) All documentation and information provided to Buyer by or on behalf of Seller pursuant to this Agreement is true, correct and complete in all material respects.

(xv) All Maintenance Agreements will have been terminated.

By executing and delivering the Warranty Deed Seller shall be deemed to have made the foregoing representations and warranties as of the date of Closing. All warranties and representations shall be deemed made not only by Seller but also by its individual owners, partners and/or members (the "Members").

(c) The representations and warranties set forth above shall survive closing for a period of ten (10) years. Seller shall indemnify and hold Buyer harmless from any claims, losses, damages, costs, expenses or similar items incurred by Buyer as a result of a breach of the representations and warranties set forth above, including without limitation, attorney's fees and court costs.

7. CONDITIONS PRECEDENT TO CLOSING. Seller and Buyer understand that each of the following conditions must be satisfied prior to Closing:

(a) Buyer shall have received firm commitments for all necessary financing and commitments for purchasing affordable housing tax credits and federal and state historic tax credits, if applicable. Financing includes all necessary loan commitments, investor commitments and other financial commitments necessary to finance the purchase of the Property, construction necessary to put the Property to its Intended Uses, and otherwise ensure that the project is economically feasible.

(b) All necessary governmental approvals and permits necessary for Buyer to construct the intended project and to put the Property to its Intended Uses shall be issued.

Each condition precedent identified in this Section is for Buyer's benefit, and Buyer may waive the condition by delivery of written notice. In the event any of these conditions precedent is not satisfied on or before the Closing Date or expressly waived by Buyer, Buyer may elect to (i) purchase the Property as it then is, (ii) extend the Closing Date as provided herein, or (iii) terminate this Agreement. In the event that the Agreement is terminated all Earnest Money (including any Additional Earnest Money) shall be immediately returned to Buyer.

8. CLOSING.

(a) Provided that all conditions of closing hereunder, including, without limitation, the conditions precedent, have been satisfied or waived, the closing of the transaction described herein (the "Closing") shall occur at the offices of the Title Company on the Closing Date. At Buyer's option, the Closing shall take place as an escrow closing, with the Title Company acting as the closing escrow agent. Subject to the extensions provided in this Agreement, the "Closing Date" shall be **June 30, 2024**, or such earlier or later date as may be agreed to in writing by Seller and Buyer.

(b) The following shall occur on or before the Closing Date:

(i) Seller shall deliver all of the following to Buyer, all of which shall be fully-executed by Seller, as appropriate:

[a] A warranty deed in recordable form sufficient to convey and warrant to Buyer fee simple absolute title to the Property subject only to the Permitted Exceptions for the Deed (the "Warranty Deed");

[b] Any required real estate transfer declarations and stamps, and Seller shall pay the amount of any state, county and local transfer taxes imposed;

[c] Four copies of the closing statement;

[d] a sworn affidavit stating Seller's Federal Employer Identification Number or Social Security Number and that Seller is not a foreign person for purposes of the Foreign Investors Real Property Tax Act of 1980, as amended, and as decided in Section 1445 of the United States Internal Revenue Code of 1986, as amended, and the regulations applicable thereto (the "FIRPTA Affidavit"); and if Seller fails to furnish a FIRPTA Affidavit, Buyer may withhold from the Purchase Price an amount sufficient to comply with the provisions of Section 1445 of the United States Internal Revenue Code of 1986, as amended, and the regulations applicable thereto;

[e] A general warranty bill of sale for any personal property included as part of the Property; and

[f] Such other documents as may be necessary or proper to comply with this Agreement or required (by the Title Company or otherwise) to carry out its terms.

(ii) Buyer shall deliver all of the following to Seller, all of which shall be fully-executed by Buyer, as appropriate:

[a] The balance of the Purchase Price, plus or minus prorations, credits and other adjustments, by wire transfer or otherwise in immediately available funds; and

[b] Such other documents as may be necessary or proper to comply with this Agreement or required to carry out its terms.

(iii) Seller shall cause the Title Company to issue to Buyer at Closing a current ALTA Form owner's policy of title insurance, with extended coverage, pursuant to the Title Commitment and containing all amendments and endorsements required by this Agreement or otherwise reasonably required by Buyer, which endorsements shall be at Buyer's cost, unless otherwise agreed.

(iv) Occupancy and possession of the Property shall be delivered to Buyer.

9. EXTENSIONS. Notwithstanding any other provision of this Agreement Seller hereby grants Buyer the following extensions to the Closing Date. Buyer may extend the Closing Date up to three (3) times for a period of thirty (30) days each by providing written notice to Seller and depositing additional non-refundable earnest money in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) (each as "Additional Earnest Money") with the Title Company for each such additional thirty (30) day extension. Additional Earnest Money shall be released to Seller within five (5) business days upon which it becomes non-refundable and shall be credited against the Purchase Price.

10. PRORATIONS; REAL ESTATE TAXES AND ASSESSMENTS; CLOSING COSTS.

(a) At Closing, general real estate taxes shall be prorated on an accrual basis as of the Closing Date on the basis of one hundred percent (100%) of the then most recent ascertainable tax bill whether for the year of Closing or preceding year.

(b) Special assessments, if any, for work actually commenced or levied against the Property prior to the Closing Date shall be paid by Seller no later than the Closing Date. All other special assessments shall be paid by Buyer.

(c) At Closing, Seller shall pay (i) the costs of releasing all liens, judgments, and other encumbrances that are to be released and of recording such releases, (ii) one-half the fees and costs due Title Company for its closing and/or escrow services, (iii) the cost of any required real estate transfer declarations and stamps, or any state, county and local transfer taxes imposed, (iv) the base premium for the Title Policy, including a gap endorsement or extended coverage, (v) all other costs to be paid by Seller under this Agreement. At Closing, Buyer shall pay (i) one-half the fees and costs due Title Company for its closing and/or escrow services, (ii) the cost of all endorsements to the Title Policy, other than a gap endorsement, (iv) the cost of the Survey, and (v) the cost of any lender's policy of title insurance or endorsements thereto. Except as otherwise provided for in this Agreement, Seller and Buyer will each be solely responsible for and bear all of their own respective expenses, including, without limitation, expenses of legal counsel, accountants, and other advisors incurred at any time in connection with pursuing or consummating the transaction contemplated herein. Any other closing costs not specifically designated as the responsibility of either party in this Agreement shall be paid by Seller and Buyer according to the usual and customary allocation of the same for the county in which the

Property is located. Except as provided in this Section, Seller and Buyer shall each bear their own costs in regard to this Agreement.

11. DEFAULT.

(a) If Seller defaults under this Agreement, Buyer shall have any and all remedies available to it under this Agreement and otherwise at law or in equity including, without limitation: (i) the right of specific performance; and (ii) the right to terminate this Agreement at any time after such default by delivering written notice of termination to Seller and/or sue for damages. In the event of any such termination, all Earnest Money, Additional Earnest Money, Extension Fees, Additional Extension Fees (as applicable) and any and all interest accrued thereon shall be immediately returned to Buyer. All of Buyer's remedies shall be cumulative and not exclusive.

(b) If Buyer defaults under this Agreement, Seller agrees that Seller's sole remedy at law or in equity shall be to retain the Earnest Money and any and all accrued interest thereon. Such Earnest Money and any and all accrued interest thereon shall constitute liquidated damages due and payable to Seller, the amount thereof being the parties' good faith and reasonable estimate of the damages which Seller would suffer in the event of the termination of this Agreement by reason of Buyer's fault. Seller shall have no right to any other remedies at law or in equity, including the right to specific performance. Seller acknowledges Buyer will spend substantial sums of money in reliance on the enforceability of this Agreement and Seller waives the right to assert the defense of lack of mutuality in any action for specific performance instituted by Buyer.

12. CASUALTY, EMINENT DOMAIN, OR REZONING.

(a) Seller shall bear all risk through Closing. In the event, after the Acceptance Date, fire or other casualty damages or destroys any portion of the Property, an eminent domain action is commenced or threatened against any portion of the Property, or there is a threatened, commenced or finalized rezoning of the Property, Buyer may elect to (i) terminate this Agreement (in which event Buyer and Seller shall be released from any further obligation or liability hereunder, and this Agreement shall be null and void and the Earnest Money (including any Additional Earnest Money) and any and all accrued interest thereon shall be immediately returned to Buyer); or (ii) consummate this transaction and require Seller to deliver to Buyer a duly executed assignment of Seller's right, title and interest in and to any insurance proceeds (plus a credit toward the Purchase Price equal to the amount of Seller's deductible on such insurance policy) and any awards or compensation paid by the governmental authority in connection with an eminent domain action or rezoning of the Property.

(b) Buyer shall have thirty (30) days from the date of its receipt of written notice of such casualty or institution of proceedings within which to exercise its rights under this Section. If the Closing Date is scheduled to occur within such thirty (30) day period, the Closing shall be delayed until Buyer makes such election, and if Buyer elects to consummate the transaction, the Closing Date shall be adjusted accordingly and Buyer shall be entitled to settle the loss with the governmental entity and to participate in the eminent domain proceeding and receive awards as the case may be. Seller agrees to execute and deliver all necessary proofs of loss and assignments of claims and other documents as reasonably requested by Buyer.

13. COVENANTS OF SELLER. Between the date of this Agreement and the Closing Date, Seller shall:

(a) not, without first obtaining the written consent of Buyer, enter into any leases, contracts or other agreements, nor grant or permit any rights to any other party, pertaining to the Property or any portion thereof;

(b) comply with all private and governmental laws, rules, ordinances, regulations, covenants, conditions, restrictions, easements, liens and agreements affecting the Property or any portion thereof including, without limitation, the use thereof;

(c) shall maintain the Property in the same condition as on the date of this Agreement, ordinary wear and tear excepted;

(d) provide reasonable access to the Property for Buyer's due diligence;

(e) cooperate with Buyer's efforts to rezone the Property (if necessary) and obtain approval of a site development plan for the Buyer's Intended Uses of the Property;

(f) use reasonable effort to secure the vacant improvements on the Property from unauthorized occupancy and vandalism;

(g) except as it necessary to cooperate with Buyer obtaining necessary approvals from the Agency and any local governments with respect to zoning and site development approvals keep confidential the terms of this Agreement and Buyer's Intended Uses; and

(h) comply with all requirements of the Title Company in connection with its insurance of fee simple title to the Property in Buyer as required under this Agreement herein.

14. NOTICES.

(a) All notices, demands and communications required or which either party desires to give or make hereunder shall be effective (at the time set forth in this Section) if in writing signed by or on behalf of the party giving or making the same, and if served/delivered to the addresses, fax numbers and/or electronic mail addresses set forth below:

To Seller:

835 Genesee LLC
1507 Packard Avenue
Lansing, MI 48917

c/o Gino Baldino, Commercial Advisor
("Broker")
NAI Mid-Michigan
Email: gbaldino@naimidmichigan.com

To Buyer:

Volker Development, Inc.
Attn: Greg Baron
14701 Detroit Avenue, 4th Floor
Lakewood, Ohio 44107
Telephone: 216-409-4801
Email: g.baron@volker.co

With a copy to:

Lance E. Mueller
464 S Hickory St, Unit C
Fond du Lac, WI 54935
Telephone: (920) 579-0418
Email: l.mueller@volker.co

(b) Notice may be sent via confirmed delivery service (UPS, FedEx, US Certified Mail Return Receipt, etc.), facsimile or electronic mail (e-mail). Notices sent by confirmed delivery service shall be effective upon the date of the delivery confirmation. Notices sent by facsimile transmission shall be deemed to have been given at the time of transmission; provided, the sending party has a facsimile confirmation report. Notices by e-mail shall be deemed to have been given at the time of transmission; provided, the sending party has a send confirmation report. Any party hereto may change its address, fax number or e-mail address for the service as aforesaid by giving written notice to the other of such change of address in accordance with the provision of this Section.

15. MISCELLANEOUS.

(a) This written Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements which can or will modify this Agreement and no waiver of any of its terms will be effective unless in writing executed by the parties. Further no written waivers shall be a continuing waiver.

(b) If any provision in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if it had never contained the invalid, illegal, or unenforceable provision.

(c) With respect to real estate brokers and agents, each party represents and warrants to the other party that neither party has engaged or dealt with any broker or other person who would be entitled to any brokerage fee or commission with respect to the finding, negotiation or execution of this Agreement or the consummation of the transactions contemplated hereby. Each party agrees to indemnify, defend and hold harmless the other with respect to any claim for any fee or commission from any person claiming to have been engaged by such party.

(d) This Agreement shall be construed and enforceable in accordance with the laws of the state of Wisconsin.

(e) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. Buyer may assign its rights and obligations under this Agreement without Seller's consent and, provided that such assignment is made in good faith, Buyer shall be released from liability hereunder. The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.

(f) It is the intent of Buyer and Seller that this Agreement shall be binding on both parties and not illusory. Buyer and Seller acknowledge that Buyer will expend significant time, effort and expense in attempting to satisfy the Buyer's Contingencies and the

Condition Precedent and that such time, effort and expense is full and adequate consideration for the Agreement and Buyer's right to terminate hereunder.

(g) In the event of a default under this Agreement, the nondefaulting party hereto shall be entitled to recover reasonable costs and attorneys' fees incurred by the nondefaulting party as a result of such default.

(h) This Agreement and any and all documents and signatures relating thereto may be transmitted by facsimile or electronic mail. All of such documents and signatures transmitted by facsimile or electronic mail shall be deemed to be originals. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same agreement.

(i) Seller shall remove all Personal Property that is not used exclusively in the operation of the Property from the Property not later than five (5) days before the Closing Date. In the event that all Personal Property is not removed to the satisfaction of Buyer prior to Closing, at Closing sale proceeds in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) shall be paid into escrow with the Title Company to establish an escrow fund (the "Personal Property Removal Escrow") which shall be disbursed to Buyer and Seller as provided in this Agreement. Buyer shall be entitled to disbursements from the Personal Property Removal Escrow from time to time, upon written request, for costs and expenses incurred in removing the Personal Property. Once all Personal Property has been removed by Buyer, the Title Company shall disburse any remaining balance in the Personal Property Escrow to Seller. "Personal Property" means anything that is not presently affixed to the land or immovable.

(j) Time is of the essence as to all terms and conditions of this Agreement.

(k) This Agreement shall be binding upon Buyer and Seller only if each party delivers a signed copy hereof to the other party on or before **October 26, 2023**. The "Acceptance Date" shall mean the latest date upon which all parties to this Agreement execute the Agreement and deliver such executed Agreement to all other parties hereto.

(l) Buyer shall have the exclusive right to Purchase the Property. Seller shall not negotiate with any third parties for the sale of the Property or back up contracts until such time as this Agreement has been terminated and all Earnest Money has been released from the Title Company.

(m) Notwithstanding any provision of this Agreement, if U.S. Department of Housing and Urban Development (HUD) funds are used, including, but not limited to HOME funds, the parties agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of an environmental review and receipt of a release of funds notice from the U.S. Dept. of HUD under 24 CFR Part 58. The parties further agree that the provision of any federal funds to the project is conditioned on the determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review. If no HUD funds are utilized in regard to this property, this provision shall be considered null and void.

(n) Because Federal funds may be used in the purchase, however, Buyer is required to disclose to you the following information:

(i) This sale is voluntary. If you do not wish to sell, Buyer will not acquire your property. Buyer does not have the authority to acquire your property by eminent domain.

(ii) Buyer estimates the fair market value of the property to be the Purchase Price.

(iii) Since the purchase would be a voluntary, arm's length transaction, Seller would not be eligible for relocation payments or other relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), or any other law or regulation.

(o) Buyer shall be entitled to display signs and advertising materials on the Property beginning one hundred and twenty (120) days prior to Closing.

IN WITNESS WHEREOF, the parties have signed this Real Estate Purchase Agreement
as of the day and year written below.

SELLER:

835 GENESEE LLC

Dated this 20 day of Oct, 2023.

OocuSigned by:
By: fa, J, 11 Fady
Name: sn41s2202ce4Rs
Its: Member

BUYER:

VOLKER DEVELOPMENT INC.

Dated this 19th day of October, 2023.

By: "—"
David Ritchay, Chief Development Officer

LEGAL DESCRIPTION

Land in the City of Lansing, Ingham County, MI, described as follows:

The North 66 feet of the West 241.312 feet of Lot 3 and the North 66 feet of the West 99 feet of Lot 2 of Block 2, Claypool Subdivision, according to the recorded plat thereof as recorded in Liber 45 of Deeds, Page 217, Ingham County Records. Also Lots 5 through 11, inclusive, Dodge and Daniels Subdivision, East of Butler, of Lots 1 and 4 of Block 2, Claypool's Addition, according to the recorded plat thereof as recorded in Liber 55 of Deeds, Page 553, Ingham County Records.

Description of Property

835 West Genesee Street, Lansing, Michigan 48915

Ingham County Michigan

Parcel I.D 33-01-01-17-232-002



Assignment of Real Estate Purchase Agreement

ASSIGNMENT OF REAL ESTATE PURCHASE AGREEMENT

THIS ASSIGNMENT OF REAL ESTATE PURCHASE AGREEMENT (the "Assignment") is made and entered into and effective October 31, 2023, by and between Volker Development Inc., a Wisconsin limited liability company ("Buyer" or Assignor) and Genesee Limited Dividend Housing Association, LLC, a Michigan limited liability company ("Assignee").

RECITALS

A. Assignor has certain rights and obligations as a result of that certain Real Estate Purchase Agreement dated October 20, 2023, (the "Agreement") with respect to certain property commonly known as 835 West Genesee Street, Lansing, Michigan 48915. The capitalized terms used in this Assignment shall have the same meanings herein as defined in the Agreement.

B. Assignor desires to assign to Assignee, as expressly allowed by the Agreement, and Assignee desires to assume from Assignor, all rights and obligations relating to the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee and Assignor do hereby agree as follows:

1. Assignment. Assignor assigns to Assignee all of Assignor's right, title, and interest in and to, and all of Assignor's obligations under, any and all agreements relating to the Property, including the Agreement.

2. Acceptance. Assignee accepts the assignment hereby made and agrees to assume all of Assignor's rights and obligations thereunder from and after the date of this Assignment.

3. Indemnification by Assignor. Assignor shall indemnify and hold Assignee harmless from and against any and all liability arising under the Property including liability for costs and attorneys' fees, which liability arises from, or is based upon, any facts or circumstances that occurred or existed during any period before the date of this agreement.

4. Indemnification by Assignee. Assignee shall indemnify and hold Assignor harmless from and against any and all liability arising under the Property, including liability for costs and attorneys' fees, which liability arises from, or is based upon, any facts or circumstances that occur or exist on or after the date of this agreement.

[Signatures on following page.]

IN WITNESS WHEREOF, Assignee and Assignor have executed this Assignment as of the date first above written.

ASSIGNOR:

VOLKER DEVELOPMENT INC.

Dated this 1st day of October, 2023.

By: Adam Hanson
Adam Hanson (09/11/1974, 10/11/2023 03:11)
Adam Hanson, President

ASSIGNEE:

**GENESEE LIMITED DIVIDEND HOUSING
ASSOCIATION, LLC**

**BY: GENESEE MM LIMITED DIVIDEND
HOUSING ASSOCIATION, LLC, ITS
MANAGING MEMBER**

**BY: GENESEE PARTNERS, LLC,
ITS SOLE MEMBER**

**BY: VOLKER HOUSING
PARTNERS, LLC, ITS
MANAGER**

Dated this 31st day of October, 2023.

By: Adam Hanson
Adam Hanson (09/11/1974, 10/31/2023 16:52 CDT)
Adam Hanson, Authorized Agent

REPA-assign-VDI-Genesee-draft

Final Audit Report

2023-10-31

Created:	2023-10-31
By:	Darlene Metz (d.metz@volker.co)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEnx11DfIHJVzSWpEI0b-x8mfim8LqjOj

"REPA-assign-VDI-Genesee-draft" History

-  Document created by Darlene Metz (d.metz@volker.co)
2023-10-31 - 8:49:53 PM GMT
-  Document emailed to Adam Hanson (a.hanson@volker.co) for signature
2023-10-31 - 8:50:47 PM GMT
-  Email viewed by Adam Hanson (a.hanson@volker.co)
2023-10-31 - 9:52:16 PM GMT
-  Document e-signed by Adam Hanson (a.hanson@volker.co)
Signature Date: 2023-10-31 - 9:52:36 PM GMT - Time Source: server
-  Agreement completed.
2023-10-31 - 9:52:36 PM GMT

EXHIBIT E

Genesee Senior Apartments

Exhibit E – Sources & Uses Statement

PROJECT SOURCES		
Source	Amt	Status
Federal Low Income Housing Tax Credits	\$14,023,598	Applying for in the MSHDA October 2024 LIHTC Funding Round
Federal Historic Tax Credits	\$1,385,822	Pending - The building is already listed on the National Register of Historic Places, and as such, qualifies for FHTC
First Mortgage	\$2,662,000	Pending - Commitment Letter will be available for LIHTC application submission
Deferred Developer Fee	\$382,014	Committed
TOTAL	\$18,453,434	

PROJECT USES	
Acquisition	\$339,900
Hard Cost + Construction Contingency	\$13,637,445
Design	\$659,561
Professional Fees	\$164,750
Construction and Permanent Financing Costs	\$1,375,867
Soft Costs and Developer Fees	\$1,892,847
Tax Credit Fees	\$135,330
Reserves	\$247,734
TOTAL	\$18,453,434

EXHIBIT F

Development Proforma

USES	Cost	LIHTC Basis
A. Land & Buildings	339,900	-
Building Basis	\$ 339,900	\$ -
Sub Total		
C. Hard Costs	11,128,066	11,128,066
Hard Construction	-	-
Special Allocation for Historic with New Construction	667,684	667,684
General Requirements	222,561	222,561
Overhead	667,684	667,684
Contractor P & L	-	-
Other:	-	-
Other:	-	-
Sub Total Rehab and New Construction	\$ 12,685,995	\$ 12,685,995
Total Contract Amount	\$ 12,685,995	\$ 12,685,995
Construction Contingency	951,450	951,450
Total Land + Site Work + Hard Costs + Contingency	\$ 13,977,345	\$ 13,637,445
D. Design & Engineering Fees	304,000	304,000
Architect - Design	76,000	76,000
Architect - Supervision	82,459	82,459
Builder's Risk Insurance	27,648	27,648
SAC/WAC/Park Dedication/Impact Fees	59,454	59,454
Engineering	20,000	20,000
Surveying	5,000	5,000
Geotechnical Soil Borings	55,000	55,000
FF&E	15,000	15,000
Other: Planning and Zoning	15,000	15,000
Other: Carbon Offset Credits	-	-
Sub Total	\$ 659,561	\$ 659,561
E. Professional Fees	10,000	10,000
Appraisal	6,000	6,000
Market Study	10,000	10,000
Environmental Assessment	25,000	25,000
Energy Consultant & Green	50,000	25,000
Legal Fees, Borrower - Partnership	20,000	10,000
Legal Fees, Borrower - Local	30,000	30,000
Historic Consultant	13,750	13,750
Cost Cert/Audit	164,750	129,750
Sub Total	\$ 164,750	\$ 129,750
F. Construction and Permanent Financing Costs	10,000	-
Pre Dev Loan - Origination - Interest	144,488	96,325
Origination Fee	35,000	23,333
Lender Counsel	1,020,260	618,894
Construction Interest at:	-	-
Permanent Loan/Bonds:	26,620	-
Origination Fee/Cost of Issuance	22,000	-
Other: Third Party Fees	50,000	-
Title Insurance - Filing - Recording (Equity/Construction)	12,500	-
Permanent Loan Title & Recording	55,000	-
Tax Credit Syndicator Due Diligence Fee	1,375,867	738,553
Sub Total	\$ 1,375,867	\$ 738,553
G. Other Soft Costs	10,747	10,747
Taxes During Construction	18,900	-
Hazard and Liability Insurance (First Year Escrow)	43,200	-
Rent-up Marketing	20,000	20,000
Soft Cost Contingency	92,847	30,747
Sub Total	\$ 92,847	\$ 30,747
H. Tax Credit Fees	2,430	-
Application Fee	107,250	-
Reservation Fee	25,650	-
Agency Compliance Fee	135,330	-
Sub Total	\$ 135,330	\$ -
I. Developer Fee	1,800,000	1,800,000
Developer Fee	1,800,000	1,800,000
Sub Total	\$ 1,800,000	\$ 1,800,000
J. Development Reserves	107,690	-
Debt Service Reserves	140,044	-
Operating Reserves	247,734	-
Sub Total	\$ 247,734	\$ -
Soft Cost Total	4,476,089	3,358,611
Total Development Cost	\$ 18,453,434	\$ 16,996,055

EXHIBIT G

Operating Budget

Operating Expenses

Expenses		Monthly	Annual
Personnel		4,361	52,337
Property Management	6%	2,639	31,669
Administrative/Office Expenses		1,575	18,900
Cable TV/Internet		338	4,050
Accounting/Audit		472	5,665
Legal		158	1,890
Compliance		-	-
Resident Services		-	-
Marketing & Retention		450	5,400
Grounds Maintenance		1,125	13,500
Elevator		675	8,100
Trash		900	10,800
Repairs & Maintenance		2,475	29,700
Utilities (Sewer/Water & Common Areas)		4,050	48,600
Property Taxes		1,198	14,377
Insurance		1,575	18,900
		\$ 21,991	\$ 263,888
Replacement Reserves		1,350	16,200
Total Operating Expenses		\$ 23,341	\$ 280,088

Less Than 10% PILOT Calculation

Less Than 10% PILOT	
\$527,821	Actual Rent collected
<u>(\$48,600)</u>	Utilities
\$479,221	
3%	10% PILOT
\$14,377	Annual Taxes
54	# of units
\$266	Per Unit, Per Yr

15-Year Operating Proforma

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
REVENUE															
REV Growth %	2.00%														
Gross Potential Revenue	\$ 555,108	\$ 566,210	\$ 577,534	\$ 589,085	\$ 600,867	\$ 612,884	\$ 625,142	\$ 637,645	\$ 650,397	\$ 663,405	\$ 676,674	\$ 690,207	\$ 704,011	\$ 718,091	\$ 732,453
Other Income	12,442	12,690	12,944	13,203	13,467	13,737	14,011	14,291	14,577	14,869	15,166	15,470	15,779	16,095	16,416
Less: Vacancy	(39,728)	(40,523)	(41,334)	(42,160)	(43,003)	(43,863)	(44,741)	(45,636)	(46,548)	(47,479)	(48,429)	(49,397)	(50,385)	(51,393)	(52,421)
Total Income	\$ 527,821	\$ 538,378	\$ 549,145	\$ 560,128	\$ 571,331	\$ 582,757	\$ 594,412	\$ 606,301	\$ 618,427	\$ 630,795	\$ 643,411	\$ 656,279	\$ 669,405	\$ 682,793	\$ 696,449
Operating Expenses															
Annual % Expense Growth	3.00%														
Operating Expenses	232,218	239,185	246,361	253,751	261,364	269,205	277,281	285,599	294,167	302,992	312,082	321,445	331,088	341,021	351,251
Property Management Fee	31,669	32,619	33,598	34,606	35,644	36,713	37,815	38,949	40,118	41,321	42,561	43,838	45,153	46,507	47,903
Reserves for Replacement	16,200	16,686	17,187	17,702	18,233	18,780	19,344	19,924	20,522	21,137	21,771	22,425	23,097	23,790	24,504
Total Operating Expenses	\$ 280,088	\$ 288,490	\$ 297,145	\$ 306,059	\$ 315,241	\$ 324,698	\$ 334,439	\$ 344,473	\$ 354,807	\$ 365,451	\$ 376,414	\$ 387,707	\$ 399,338	\$ 411,318	\$ 423,658
Net Operating Income	\$ 247,733	\$ 249,887	\$ 252,000	\$ 254,069	\$ 256,089	\$ 258,059	\$ 259,973	\$ 261,828	\$ 263,620	\$ 265,344	\$ 266,997	\$ 268,572	\$ 270,067	\$ 271,475	\$ 272,791
Temporary Income - TIF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Debt Service: First Mortgage Loan	\$ 215,380	\$ 215,380	\$ 215,380	\$ 215,380	\$ 215,380	\$ 215,380	\$ 215,380	\$ 215,380	\$ 215,380	\$ 215,380	\$ 215,380	\$ 215,380	\$ 215,380	\$ 215,380	\$ 215,380
MIP / Guarantee Fee (on declining loan balance)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Debt Service: Second Mortgage Loan	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Debt Service: TIF Mortgage	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cash Flow After Debt Service	\$ 32,353	\$ 34,507	\$ 36,620	\$ 38,689	\$ 40,709	\$ 42,679	\$ 44,593	\$ 46,448	\$ 48,240	\$ 49,964	\$ 51,617	\$ 53,192	\$ 54,687	\$ 56,095	\$ 57,411
Accumulated Cash Flow	\$ 32,353	\$ 66,861	\$ 103,481	\$ 142,169	\$ 182,878	\$ 225,557	\$ 270,150	\$ 316,598	\$ 364,838	\$ 414,802	\$ 466,418	\$ 519,611	\$ 574,297	\$ 630,392	\$ 687,803
DSR - HARD	1.15	1.16	1.17	1.18	1.19	1.20	1.21	1.22	1.22	1.23	1.24	1.25	1.25	1.26	1.27

EXHIBIT H

Genesee Senior Apartments

Exhibit H – Financing Mortgage

To-be-provided

EXHIBIT I

Genesee Senior Apartments

Exhibit I – Financing Note

To-be-provided

EXHIBIT J

Genesee Senior Apartments

Exhibit J – Financing or Development Agreement / Copy of Regulatory Agreement

To-be-provided

EXHIBIT K

Genesee Senior Apartments
835 West Genesee Street
Lansing, Michigan 48915
Parcel #: 33-01-01-17-232-002



Genesee Senior Apartments
835 West Genesee Street
Lansing, Michigan 48915
Parcel #: 33-01-01-17-232-002

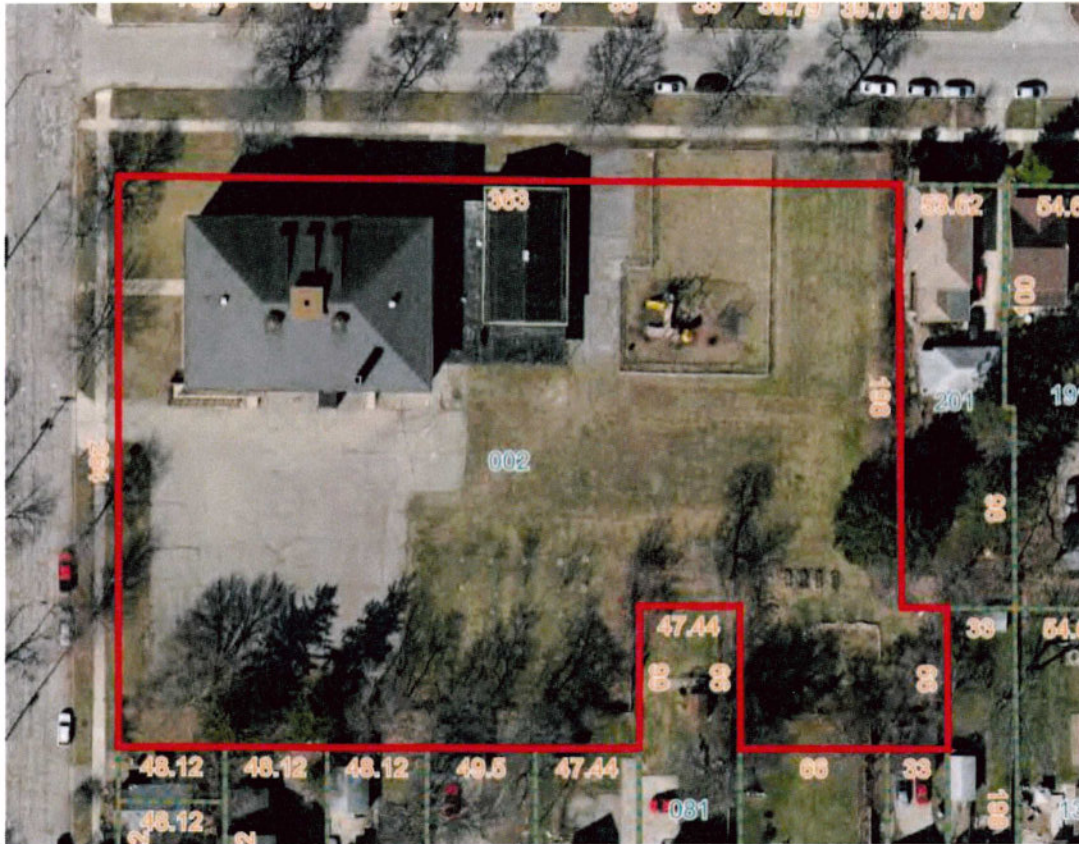


EXHIBIT L

Genesee Senior Apartments

Exhibit L – Statement of Development Team Experience

Please see the attached narratives related to Volker Development Inc. and related entities. In September of 2023, the three partners of the Commonwealth Companies made the mutual business decision to separate ownership. Kristi Morgan purchased Louie Lange's interest in Commonwealth Development, Commonwealth Construction and M+A, as well as the properties owned by Commonwealth Holdings. The three partners agreed that Louie would start and launch a new development company (Volker Development Inc.) contemporaneously with the sale of his Commonwealth interests.

The attached narratives and supporting documentation describe the change.

Additionally, we have included Staff Bios and Experience for Volker Development Inc. and a listing of Volker developed properties

- VOLKER FORMATION NARRATIVE
- VOLKER ENTITIES NARRATIVE
- VOLKER ENTITY STRUCTURES
 - VOLKER DEVELOPMENT INC.
 - VOLKER HOUSING PARTNERS, LLC
 - VOLKER HOLDINGS INC. & VOLKER MANAGEMENT, LLC
- VOLKER DEVELOPMENT INC
 - ORGANIZATIONAL CHART

VOLKER FORMATION NARRATIVE

VÖLKER

Louie founded Commonwealth in 2001 with the incorporation of Commonwealth Management Corporation, Commonwealth Development Corporation of America and Commonwealth Construction Corporation. A few years later Louie purchased the established architectural firm Meiklejohn and Associates and rebranded as M+A Design. Commonwealth's mission was to Open Doors to Opportunity through developing affordable housing.

Between 2001 and 2018 Commonwealth developed 62 affordable housing rental communities ("Original Properties") in 12 states creating 2,553 homes.

In late 2018, Louie brought on two business partners, Kristi Morgan and Chris Jaye, as equal owners of Commonwealth Development, Commonwealth Construction and M+A. Together this ownership group developed 29 Properties, 1,732 units in 11 states with Commonwealth Holdings as the managing member. In 2023, the three partners made the mutual business decision to separate ownership. Kristi will purchase Louie's interest in Commonwealth Development, Commonwealth Construction and M+A, as well as the properties owned by Commonwealth Holdings. The three partners agree that Louie would start and launch a new development company (Volker Development Inc.) contemporaneously with the sale of his Commonwealth interests.

Volker comprises four entities, three of which are newly formed: Volker Development Inc., Volker Housing Partners, LLC, Volker Management, LLC along with the re-establishment of Commonwealth Management Corporation as Volker Legacy Holdings Inc.

- Volker Development will serve as Developer and Sponsor for all new projects going forward. The company is founded with six staff from Commonwealth Development employees with the following positions: CEO, President, General Council, Vice President of Development Mid-Atlantic, Vice President of Development Ohio & Michigan and Development Manager. Four projects with 9% LIHTC allocations under Commonwealth are assigned to Volker Development.
- Volker Housing Partners will be the owner of the managing member for all projects developed by Volker Development.

Louie maintained continuous, sole ownership of Commonwealth Management Corporation ("CMC") since 2001. CMC served two functions: first as Managing Member for the Original Properties; and second as a property management company d/b/a CMC Properties. CMC Properties manages most Original Properties and manages for third party owners. It operates in nine states, overseeing 53 properties and 2,132 units.

With Volker, CMC's two functions are split into two discrete entities. The legal entity of Commonwealth Management Corporation changed its name to Volker Legacy Holdings Inc. while retaining the original EIN and organizational documents. Volker Legacy Holdings will continue as the managing member of the Original Properties, which now includes 53 projects totaling 2,201 units in 12 states. Volker Legacy Holdings also retains the balance sheet for all its managing member assets and is assigned the deferred developer fee receivables attributable from the Original Properties. Volker Legacy Holdings is the corporate guarantor for the Volker Companies.

Volker Management, LLC and will continue the property management services formally provided by CMC Properties. All CMC employees, systems, records, agreements, contracts etc. are transferred and assigned to Volker Management. Volker Management will also provide asset management services for all the properties owned by Volker Legacy Holdings and Volker Housing Partners. Volker Development and Volker Management share organizational infrastructure including office space, IT and accounting.

VOLKER ENTITIES NARRATIVE

Völker

Volker Legacy Holdings, Inc.

- Owner of MM SPEs for Louie's wholly owned legacy properties
- Guarantor
- VLH, Inc. will assume Commonwealth Management Corp's balance sheet

Volker Development, Inc.

- New development company
- Louie is majority and controlling shareholder, minority employee shareholders

Volker Housing Partners, LLC

- Owner of MM SPE for Garret Square and projects developed by Volker Development
- Louie is majority owner and managing member, minority employee members

Volker Management, Inc.

- Re-branded property management company (formerly Commonwealth Management Corporation)
- Wholly owned by Louie
- Sibling operating platform with Volker Development, they will have common shared services (accounting, HR, IT...)

Völker Development

High-quality housing solutions for people and communities.

Founded in 2023 by Louie Lange, an industry-recognized affordable housing developer and Marine Corps veteran. Volker translates to 'defender of people'. Louie founded Volker on the dual maxims of People First and Keep it Simple. Volker is committed to excellence to provide the best housing options across diverse communities for people facing increasing housing insecurity. The company is built to be nimble and responsive to current and rapidly changing market conditions.

Volker is launched with an experienced and cohesive leadership team on top of a stable portfolio of properties and proven reputation. Leadership's primary focus is to support and encourage its market leaders who are true local experts creating impactful housing opportunities.

Louie has previously founded, grew and sold a successful suite of integrated development, design and construction companies, as well as other professional services enterprises.

- **VOLKER ENTITY STRUCTURES**

- **VOLKER DEVELOPMENT INC.**
- **VOLKER HOUSING PARTNERS, LLC**
- **VOLKER HOLDINGS INC. & VOLKER MANAGEMENT, LLC**

Völker Entity Structures

August 2023

Völker

High-quality housing solutions for people and communities

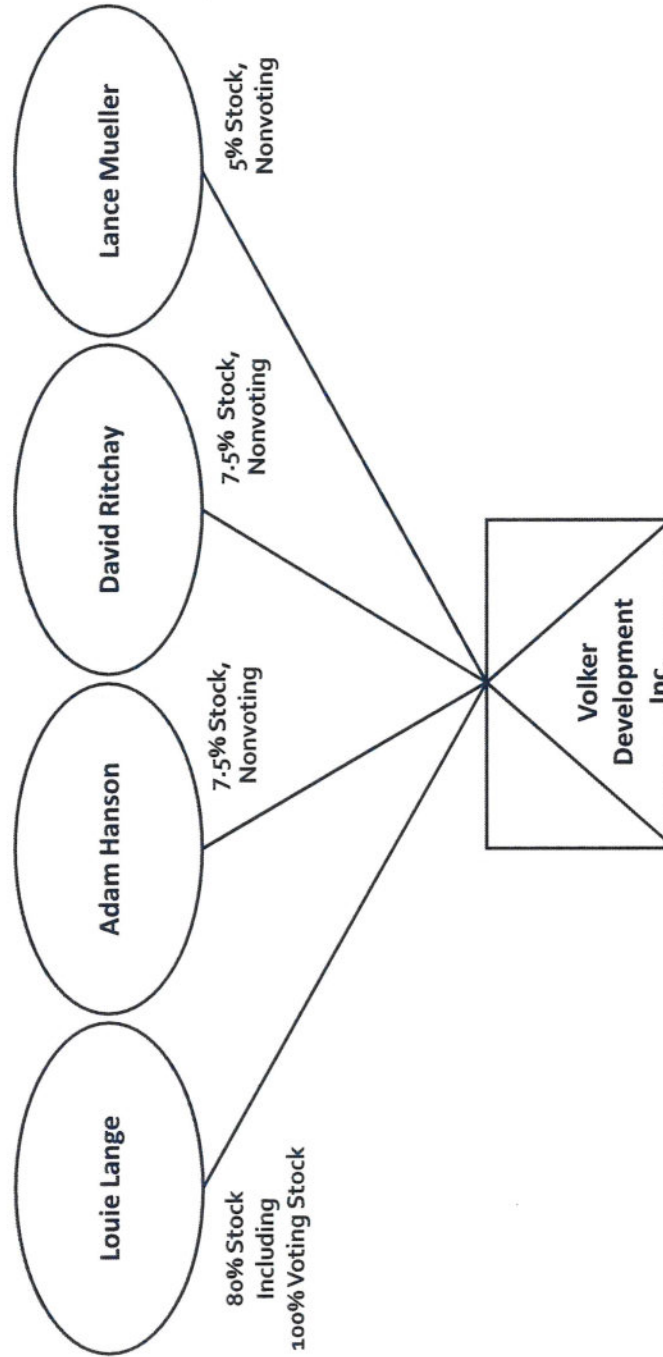
Founded in 2023 by Louie Lange, an industry-recognized affordable housing leader with over 20 years of experience, and a Marine Corps veteran. Völker translates to 'defender of people'. Louie founded Völker on the dual maxims of *People First* and *Keep it Simple*. Völker is committed to excellence in providing the best housing options across diverse communities for people facing increasing housing insecurity, or who just want a better place to live. Völker is built to be nimble and responsive to current and rapidly changing market conditions.

Völker Development is launched with an experienced and cohesive leadership team on top of a stable portfolio of properties and proven reputation. Leadership's primary focus is to support and encourage its market leaders who are true local experts creating impactful housing opportunities. Völker Management continues 20+ years of property management services that has spanned coast to coast from Savannah GA to Newport OR.

Louie previously founded, grew and sold a successful suite of integrated development, design and construction companies, as well as other professional services enterprises. If you have talked with Louie, then you've probably heard him say: "we reserve the right to get smarter." Völker puts this mantra into action.

Volker Development Inc.

Volker Development Inc.



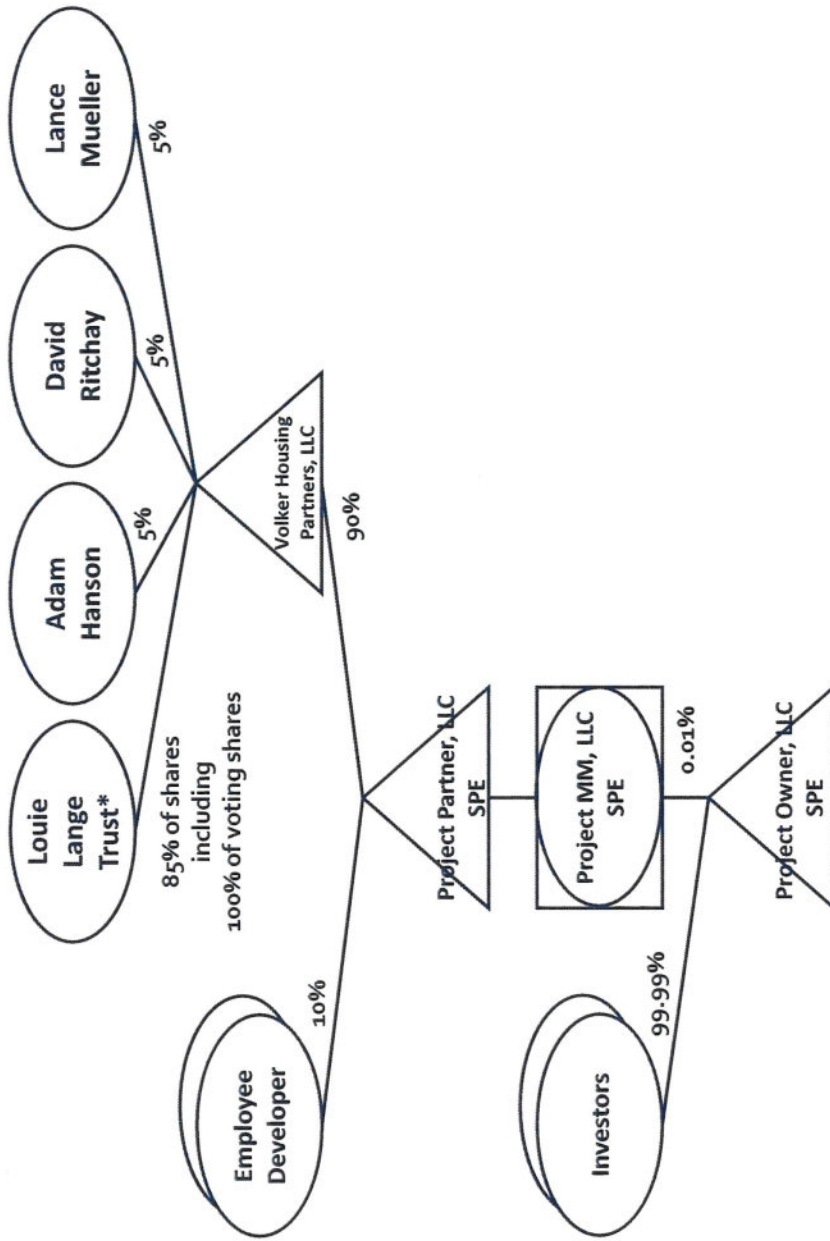
Notes

- Louie will own 80% of stock, including all voting stock of Volker Development. Adam Hanson, David Ritchay, and Lance Mueller will own the remaining stock, all nonvoting.
- Volker Development will serve as sponsor and developer for Volker group's new low-income housing tax credit projects and generate fees from its activities.

Volker Housing Partners, LLC

Project Owner Structure

Volker Housing Partners, LLC

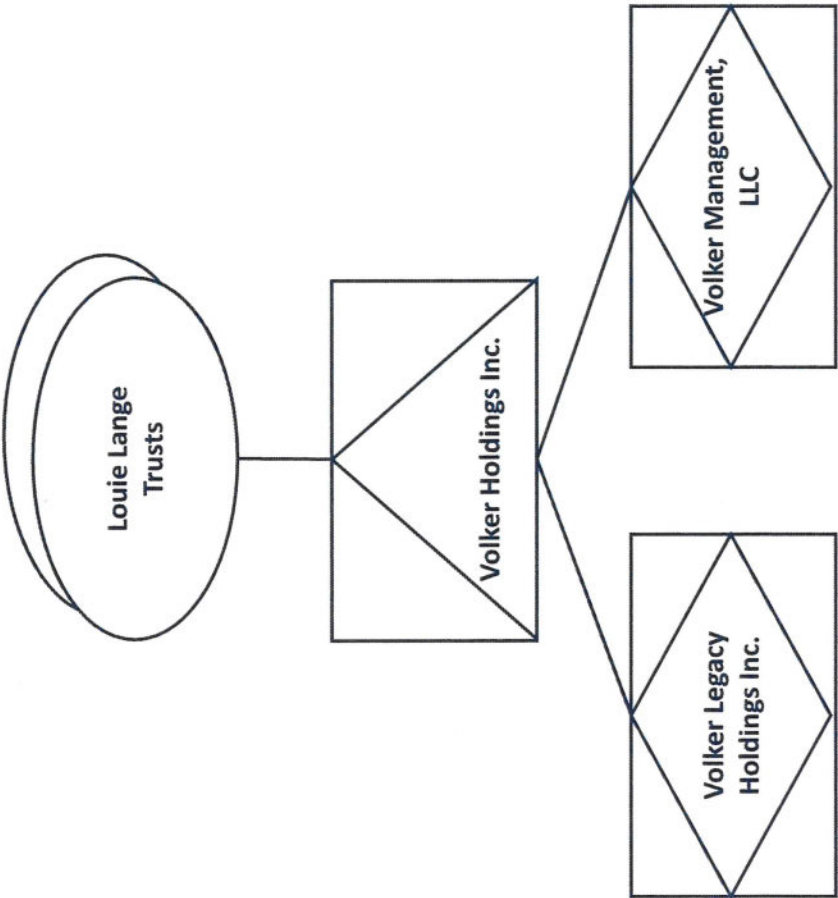


Notes

- Volker Housing Partners, LLC: The Trust holds 85% of shares (Louie's portion), Adam Hanson, David Ritchay, and Lance Mueller will own remaining shares. Louie will hold all voting shares.
- Volker Housing Partners will own a 90% interest in all Project Partners, LLC SPEs. Certain employees will own the remaining 10% interest in Project Partner LLC.
- 3rd Party co-Managing Members would participate through Project MM, LLC

Volker Holdings Inc. & Volker Management, LLC

Volker Legacy Holdings & Volker Management



Trust

- Louie Lange 100% voting stock
- Trusts 100% nonvoting stock

Volker Holdings Inc.

- Trust 100% shareholder

Volker Legacy Holdings Inc.

- Volker Holdings 100% shareholder
- Re-brand of Commonwealth Management Corporation; retains EIN
- Owns MM interests, and related assets, in legacy portfolio of 53 properties
- Assigned deferred developer fees from legacy portfolio
- Guarantor for Volker companies

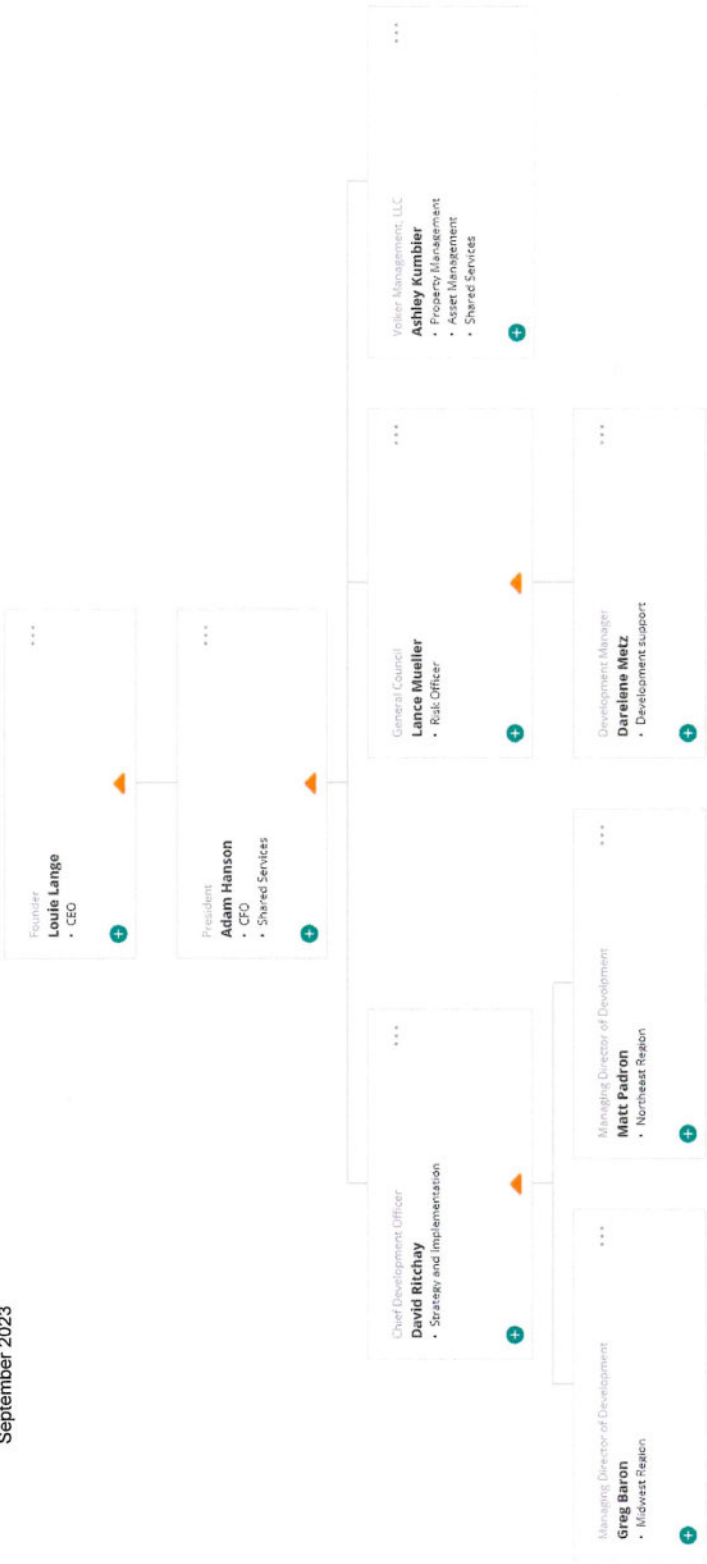
Volker Management

- New company
- Volker Holdings 100% owner
- Property Management operating platform
- Retain staff, equipment, systems, management agreements from Commonwealth Management Corporation

- **VOLKER
DEVELOPMENT INC**

- **ORGANIZATIONAL CHART**

Volker Development Inc.
Organizational Chart
September 2023



STATEMENT OF DEVELOPMENT EXPERIENCE

- PROJECT EXPERIENCE LIST – VOLKER LEGACY HOLDINGS INC.

- PROFESSIONAL STAFF BIOS
 - VOLKER DEVELOPMENT INC.
 - LOUIE A. LANGE III
 - ADAM HANSON
 - DAVID RITCHAY
 - GREG BARON
 - LANCE MUELLER (RESUME)
 - DARLENE METZ
 - MATT PADRON

 - VOLKER MANAGEMENT INC.
 - NICOLE NASS
 - JONATHAN CADDY
 - ASHLEY KUMBIER

Volker Legacy Holdings, Inc.

12/31/2022

Name of Project	Legal Name	City	State	Total Number of Units	Number of LIHTC Units	Property Type	LIHTC Type	Occupancy Type	Development Status	Year Placed in Service
Fond du Lac Center	Fond du Lac Center, LLC	Milwaukee	WI	24	22	NC/Apts.	9%	Family	In Service	2006
Prince Hall Village	Prince Hall Village, LLC	Milwaukee	WI	24	24	NC/TH & Apts.	9%	Family	In Service	2008
Fond du Lac Townhomes	Fond du Lac Townhomes, LLC	Fond du Lac	WI	48	48	NC/TH	9%	Family	In Service	2010
Mission Village of Menasha	Mission Village of Menasha, LLC	Menasha	WI	66	66	New Const/Cottages	9%	Senior	In Service	2010
Mission Village of Sheboygan	Mission Village of Sheboygan, LLC	Sheboygan	WI	76	76	NC/Cottages	9%	Family	In Service	2011
The Townhomes of Craftsman Village	The Townhomes of Craftsman Village, LLC	Plover	WI	44	43	NC/TH	9%	Senior	In Service	2011
Auxiliary Court	Auxiliary Court, LLC	West Bend	WI	59	55	NC/Apts.	9%	Senior	In Service	2012
Indianhead Cottages	Indianhead Cottages, LLC	Mosinee	WI	24	23	NC/Rehab/Cottages	9%	Family	In Service	2012
Lynndale Village	Lynndale Village, LLC	Grand Chute	WI	60	60	NC/Apts.	9%	Senior	In Service	2012
Pleasant View Townhomes	Pleasant View Townhomes, LLC	Plymouth	WI	24	23	NC/TH	9%	Family	In Service	2012
Trinity Square	Trinity Square, LLC	Fond du Lac	WI	35	35	NC/TH & Apts.	9%	Family	In Service	2012
Western Townhomes	Western Townhomes, LLC	Neenah	WI	68	64	NC/TH	9%	Family	In Service	2012
Riverside Senior	Riverside Senior, LLC	Fond du Lac	WI	46	41	NC/Apts.	9%	Senior	In Service	2013
The Village on Water	The Village on Water, LLC	Marquette	WI	49	42	NC/TH & Cottages	9%	Family	In Service	2013
Mission Village of Tahlequah	Mission Village of Tahlequah, LLC	Tahlequah	OK	24	21	NC/Cottages	9%	Senior	In Service	2014
Historic Lincoln School	Historic Lincoln School, LLC	Shawano	WI	24	24	Adaptive Reuse-Apt., NC/TH	9%	Family	In Service	2014
Jefferson Street Apartments	Jefferson Street Apartments, LLC	Ripon	WI	24	23	NC/TH & Apts.	9%	Family	In Service	2014
Mission Village of Pecos	Mission Village of Pecos, LLC	Pecos	TX	60	49	NC/TH	9%	Family	In Service	2015
Elementary School Apartments	Elementary School Apartments, LLC	Schofield	WI	36	33	Adaptive Reuse	9%	Family	In Service	2015
Union Square Apartments	Union Square Apartments, LLC	Appleton	WI	50	50	NC/TH	9%	Family	In Service	2015
Mission Village of Greeley	Mission Village of Greeley, LLC	Greeley	CO	50	46	NC/TH & Cottages	9%	Family	In Service	2016
Mission Village of Jacksonville	Mission Village of Jacksonville, LLC	Jacksonville	TX	48	48	NC/Cottages	9%	Family	In Service	2016
Mission Village of Monahans	Mission Village of Monahans, LLC	Monahans	TX	49	44	NC/Cottages	9%	Family	In Service	2016
Station Square	Station Square Apartments, LLC	Roy	UT	31	25	NC/Apts.	9%	Senior	In Service	2016
Historic Berlin School	Historic Berlin School Apartments, LLC	Berlin	WI	40	40	Adaptive Reuse- Apts, NC-TH	9%	Family	In Service	2016
Mission Village of Dodgeville	Mission Village of Dodgeville, LLC	Dodgeville	WI	40	40	NC/Cottages	9%	Family	In Service	2016
Newbury Place	Newbury Place, LLC	Ripon	WI	40	40	NC/Apts & TH	9%	Family	In Service	2016
Historic Blue Bell Lofts	Historic Blue Bell Lofts, LLC	Columbia City	IN	52	52	Adaptive Reuse/Apts	9%	Senior	In Service	2017
Little Crow Lofts	Little Crow Lofts, LLC	Warsaw	IN	42	42	Adaptive Reuse/Apts	9%	Senior	In Service	2017

Name of Project	Legal Name	City	State	Total Number of Units	Number of LIHTC Units	Property Type	LIHTC Type	Occupancy Type	Development Status	Year Placed in Service
Beacon Avenue Cottages	Beacon Avenue Cottages, LLC	New London	WI	40	34	NC/Cottages	9%	Family	In Service	2017
Mission Village of Kaukauna	Mission Village of Kaukauna, LLC	Kaukauna	WI	60	51	NC/Cottages	9%	Family	In Service	2017
Fourteen91 Lofts	Fourteen91 Lofts, LLC	Muncie	IN	72	72	Adaptive Reuse/Apts; NC/TH	9%	Family	In Service	2018
Garden View Senior Apartments	Garden View Senior Apartments, LLC	Elkhart	IN	55	55	Adaptive Reuse/Apts	9%	Senior	In Service	2018
Historic Apartments on 4th	La Sagrada Familia Apartments, LLC	Mandan	ND	39	39	Adaptive Reuse/Apts	9%	Family	In Service	2018
Altwood Pointe	Mission Village of Florence, LLC	Florence	SC	52	52	NC/Apts	9%	Family	In Service	2018
Lawler School Lofts	Lawler School Lofts, LLC	Prairie du Chein	WI	40	34	Adaptive Reuse/Apts	9%	Family	In Service	2018
Parish School Apartments	Parish School Apartments, LLC	Fond du Lac	WI	47	40	Adaptive Reuse/Apts; NC/TH	9%	Family	In Service	2018
Preserve at Chatham Parkway	Preserve at Chatham Parkway, LLC	Savannah	GA	144	144	NC/Apts.	4%	Family	In Service	2019
15th Street Flats	15th Street Flats, LLC	Willmar	MN	47	47	NC/Apts.	9%	Family	In Service	2019
White Pines	White Pine Apartments Cloquet GP, LLC	Cloquet	MN	35	35	NC/Apts	9%	Family	In Service	2019
The Edge Artist Flats	The Edge Artist Flats, LLC	Fargo	ND	42	42	NC/Apts	9%	Family	In Service	2019
Dunbar Commons	Historic Dunbar School Apartments, LLC	Oklahoma City	OK	52	52	Adaptive Reuse/Apts.	9%	Senior	Stabilizing	2019
Sunset Village Apartments	Sunset Village Apartments, LLC	N. Albany	OR	40	40	NC/Apts	9%	Family	In Service	2019
Barton School Apartments	Barton School Apartments, LLC	West Bend	WI	40	40	Adaptive Reuse/Apts; NC/TH	9%	Family	In Service	2019
Cottages on Main Street	Cottages on Main Street, LLC	Hortonville	WI	40	34	NC/Cottages & TH	9%	Family	In Service	2019
Friar House Flats	Friar House Flats, LLC	Green Bay	WI	40	40	Adaptive Reuse/Apts	9%	Family	In Service	2019
Mission Village of Evans	Mission Village of Evans, LLC	Evans	CO	68	68	NC/Cottages	9%	Family	In Service	2020
The Ridge	Broadmoor Bluffs Apartments, LLC	Colorado Springs	CO	60	60	NC/Cottages	9%	Family	In Service	2020
Cherokee Place	Cherokee Place, LLC	North Branch	MN	48	48	NC/Cottages	4%	Family	Stabilizing	2020
Surf View Village	Surf View Village, LLC	Newport	OR	110	110	NC/Walk up	4%	Family	In Service	2020
Avenue Commons	Avenue Commons Apartments, LLC	Andrews	TX	60	50	NC/Walk up	9%	Family	Stabilizing	2020
Mission Village of Cheyenne	Mission Village of Cheyenne, LLC	Cheyenne	WY	41	41	NC/Walk up	9%	Family	In Service	2020
Magnolia Pointe	Magnolia Pointe Apartments LLC	Florence	SC	24	24	NC/Apts	HOME/AHTF	Senior	Stabilizing	2021
Units Total				2,553	2,451					

PROFESSIONAL STAFF BIOS

- VOLKER DEVELOPMENT INC.
 - LOUIE A. LANGE III
 - ADAM HANSON
 - DAVID RITCHAY
 - GREG BARON
 - LANCE MUELLER (RESUME)
 - DARLENE METZ
 - MATT PADRON

- VOLKER MANAGEMENT INC.
 - NICOLE NASS
 - JONATHAN CADDY
 - ASHLEY KUMBIER

Meet Louie Lange



FOUNDER

Volker

O: Fond du Lac, WI

E: l.lange@volker.co

Volker is ...

“a true community partner who works with everyone from urban planners and government agencies to neighborhood leaders and preservationists”

Focus: With Volker, Louie continues the legacy of growing the firm that started in his basement almost 25 years ago. Louie has a keen eye for opportunity and an entrepreneurial spirit that continues to drive the successful operations of his development, property management and real estate ownership ventures. He remains focused on maximizing both profits and positives outcomes for all stakeholders.

Experience: Louie received his Bachelor of Science degree in Business Administration and Management from Marquette University and an MBA from the University of Notre Dame – Mendoza College of Business. A former officer in the United States Marine Corps, Louie was the founder of The Commonwealth Companies in 2001. As a Principal, Louie is responsible for the development of over 100 affordable housing communities with 5,000+ units in 20+ states. Volker currently owns, develops and operates more than 55 affordable communities in 15 states: exceeding 2,600 units with a capitalization of \$500M.

Impressive Facts: Companies Louie has owned were named the 2020 Best Affordable Housing Developer - USA by BUILD Magazine, ranked consistently as a top Affordable Housing Developer in the U.S. by Affordable Housing Finance and received numerous other awards and accolades over the last two decades.

Fun Stuff: Louie loves to travel and experience new places especially with his family and friends – throw in outdoor activities such as hiking, skiing or boating followed up with a drink (or two) around a fire and he is in his happy place.

Meet Adam Hanson



PRESIDENT

Volker

O: Fond du Lac, WI

P: 608.347.0984

E: a.hanson@volker.co

Volker is ...

"a company with the mission to help create positive opportunities in communities and for the families we serve"

Focus: Responsible for overall management of operations and resources for Volker. Collaborates with executive leadership to set the operating plan meant to achieve short- and long-term strategic objectives. Directly oversees the Finance and Asset Management functions of the operating entities.

Experience: Adam earned his Bachelor's degree in Finance from the University of Wisconsin - Milwaukee and his MBA from Marquette University. He has more than 20 years of experience in public accounting and corporate finance. His most recent positions include Senior Vice President - Finance & CEO of nationally recognized, vertically integrated development, design and construction companies, CFO of a group of specialty subcontracting companies and Senior Manager for a Top 20 CPA firm. He also spent time at a consulting firm based in the Bay Area, working with venture capital-backed startup companies.

Impressive Facts: Adam's vast knowledge, strategic mindset, and passion have enabled him to wear a variety of hats throughout his career. He has held roles overseeing public accounting, finance, audit and tax, and HR services, continuing to broaden his skillset as new challenges are brought before him.

Fun Stuff: Adam is a naturally curious person who enjoys trying new things. Some of his favorite activities include cooking, wine tasting, hunting, fishing, boating, golfing (sometimes), and gardening. He's even attempted to make a few pieces of furniture.

Meet David Ritchay



CHIEF DEVELOPMENT OFFICER

Völker

O: Louisville, KY

P: 502.558.3377

E: d.ritchay@volker.co

At Völker:

"we strive to conduct business in a way that partners seek us out for new opportunities"

Focus: Create and implement development strategies to maximize engagement of our staff and partners to provide superior housing for residents.

Experience: David's whole career has been in affordable housing. He has 20 years of development and asset management experience with broad application in most aspects of the industry. Prior to Völker, David was President of a nationally recognized development company and before that, Executive Vice President of a non-profit housing organization that was a founding member of the Housing Partnership Network. He has a Masters of City Planning degree from MIT, and he serves on numerous boards and advisory groups.

Impressive Facts: David has directed the creation or preservation of more than 4,300 units of affordable housing with a capitalization of \$730,000,000.

Fun Stuff: David prioritizes time with family and friends that often centers around cooking, camping, coaching or card tables. It is a good day that also involves time on a bicycle, skis (alpine, Nordic or roller) or in a garden.

Meet Greg Baron



MANAGING DIRECTOR OF DEVELOPMENT - MIDWEST

Völker

O: Cleveland, Ohio

P: 216.409.4801

E: g.baron@volker.co

Völker is ...

"Strategically positioned to develop exceptional affordable housing opportunities for those most in need"

Focus: Develops new affordable housing communities throughout Ohio and Michigan. Greg works with local and state agencies, community partners, and private lenders and investors to develop affordable housing and facilitates all aspects of the development process from site selection, financial structuring, construction, and project lease-up.

Experience: Greg has over thirteen years of experience working for both non-profit and for-profit affordable housing developers. His experience includes a wide array of project types, including new construction, rehabilitation, historic, mixed-use, HUD and FHA financing, 9% LIHTC, 4% LIHTC and gap financing tools. Greg's past roles include Vice President -Development for a nationally recognized development company and before that, Director of Real Estate Development for a non-profit housing developer in Cleveland, in which he managed and oversaw the organization's multifamily and single-family development activities.

Impressive Facts: Greg has been directly involved in the development and project management of affordable housing projects totaling more than \$200 million, and has managed affordable housing projects throughout the Midwest, including Ohio, Pennsylvania, Michigan, and Illinois.

Fun Stuff: Greg loves to travel and spend time gardening and remodeling his historic century home outside of Cleveland. Greg also enjoys spending time with his wife and three sons, which includes a set of identical twin boys.

Lance E. Mueller

Whitefish Bay, Wisconsin • 920-579-0418 • mueller.lance@gmail.com

PROFESSIONAL SUMMARY

Results-driven General Counsel with more than nineteen (19) years of corporate legal experience. Responsible for all aspects of the legal affairs impacting The Commonwealth Companies and its affiliated companies including separate and distinct development, construction, design, management real estate holding and investment companies. Chief legal advisor to senior management and member of the executive team while working with stakeholders at all levels of the organizations and around the country.

HIGHLIGHTS

Chief legal advisor to Boards of Directors, Presidents and senior management.

Successful negotiation of multi-million dollar construction agreements; ensure compliance and enforcement of terms.

Manage litigation portfolio; represent companies in all aspects of litigation process.

Oversight of a variety of functions within organizations, including Human Resources and Risk Management insurance and bonding programs.

Direct, draft and implement company legal policies and procedures, including those relating to legal, compliance, safety and employment matters.

Established and built in-house legal department.

WORK EXPERIENCE

The Commonwealth Companies General Counsel

**Fond du Lac & Middleton, WI
September 1, 2017 - present**

- Direct the legal affairs of the companies by providing management and oversight regarding all legal matters affecting various business units, affiliates, subsidiaries and related entities for the Commonwealth Companies. Assess known and anticipated risks and develop strategies for addressing the same.

- Manage all company litigation portfolio. Engage outside counsel direct activity of counsel. Provide direction throughout litigation process.

- Extensive experience negotiating a variety of commercial transactions, including mergers and acquisitions, development contracts and related agreements, construction contracts, purchase orders, design contracts, management agreements. Partner with operations teams in negotiating and drafting of complex, multi-million dollar transactions, ensuring compliance and enforcing terms as needed.

- Head of the of Human Resource function; restructured and organized the department to build a successful team.

- Oversees risk management and insurance matters for all organizations including liability insurance and workers compensation programs, among others.

- Directly represent the company in legal proceedings and administrative matters. Communicate with state and federal government agencies including EEOC, DOL, OSHA and others.

Commonwealth Management Corporation
Director, Vice President & Corporate Secretary

Fond du Lac, WI
September 1, 2017 – present

- Engage board members and facilitate board in consulting with management regarding strategic and operational direction of the company and monitoring company performance while working to reduce costs. Serve as the point of contact between management and the board.

Mueller, S.C.
Owner/Founder

Milwaukee, WI
January 2014 – September 2017

- Practice areas include civil and commercial litigation, general corporate law, contracts, real estate, construction, employment law, business acquisitions, mergers and transfers, securities, intellectual property, software, entrepreneurship, banking and insurance matters.

- Serve as legal counsel for individuals, families, and companies ranging from emerging businesses to Fortune 500 organizations in Wisconsin, Illinois, Minnesota and Florida. Clients include both privately owned and publicly traded entities.

Marquette University Law School
Adjunct Professor of Law

Milwaukee, WI
September 2014 – January 2018

- Teach second and third year law students civil pretrial practice and procedure, and develop and design coursework relating to the same.

Celba, LLC
Partner

Milwaukee, WI
June 2009 – December 2013

- Trial practice included engaging in trial planning and preparation for commercial litigation in state and federal courts nationwide, and participate in trials and conduct depositions. First and second chair trial experience. Business and commercial transactional practice included advise businesses regarding general corporate matters including entity formation, taxation issues and corporate governance, and structuring, drafting and negotiating contracts and agreements covering a broad range of subjects.

Herrling Clark Law Firm

Appleton, WI

Partner
Associate

June 2007 – June 2009
August 2002 – June 2007

- Advised businesses concerning legal issues and risks, and managed legal and regulatory compliance as appropriate. Researched potential legal issues, developed legal strategies and advised clients on likely outcomes. Provided routine business related legal services for clients such as forming business organizations, drafting bylaws, corporate minutes and resolutions, maintaining corporate books and records, and drafting, reviewing and negotiating business contracts and leases.

EDUCATION

University of Wisconsin Law School, Madison, WI

- Juris Doctor, *cum laude* 2002
- Class Standing: Top 20%

University of Wisconsin-Milwaukee, Milwaukee, WI

- Bachelor of Business Administration, *summa cum laude* 1999
- Major: Management/Computer Information Systems
- GPA: 3.82/4.00
- Varsity Swimming, 1995-1999

OTHER

Bar Admissions: Wisconsin, Illinois, Minnesota and Florida

Meet Darlene Metz



Völker is ...

"a team dedicated to providing housing that fosters a community's ability to flourish and that residents are proud to call home"

Focus: Assists Developers with a variety of real estate activities. Darlene plays a key role in all phases of the development process, from due diligence and feasibility through closing.

Experience: Darlene received her bachelor's degree in Business Administration with an emphasis in Accounting from UW-Milwaukee and an associate degree in Interior Design with a certificate in Kitchen & Bath Design from Fox Valley Technical College. Darlene's previous roles include Development Manager for a luxury multifamily and condominium developer and Development Director for a nationally recognized commercial and market rate multifamily developer.

Impressive Facts: Darlene handled the interior finish selection, pricing, ordering and installation scheduling for 83 custom condominiums while overseeing the interior construction of the building.

Fun Stuff: Darlene enjoys hiking with her husband and Sadie, their rescued black lab, biking, boating, playing cards & board games, reading, attending plays and live music events and traveling.

DEVELOPMENT MANAGER

Völker

O: Fond du Lac, WI

P: 414.759.8990

E: d.metz@volker.co

Meet Matthew Padron



MANAGING DIRECTOR OF DEVELOPMENT - NORTHEAST

Völker

O: Lancaster, PA

P: 202.556.9882

E: m.padron@volker.co

Völker is

"An organization of kind and capable people dedicated to doing extraordinary things to help communities thrive."

Focus: Leads general occupancy and senior affordable multifamily development projects in the Mid-Atlantic region (Pennsylvania, Delaware, Maryland) from site selection and concept creation through funding, land development, closing, construction, and stabilization.

Experience: Previously, Matt was Vice President of Development at a nationally recognized affordable housing development company and prior to that, was a developer with a non-profit organization based in the MidAtlantic, in which he worked with local communities and regional partners to execute projects and meet their affordable housing needs. Before moving into the affordable housing space, Matt gained considerable experience as a project manager, analyst, and process strategist working with an asset management firm and as a consultant for the federal government. Matt holds an MBA from the University of Baltimore, an MA in History from Penn State, and a BA in History from Millersville University of Pennsylvania.

Impressive Facts: In addition to driving the development of numerous 9% and 4% LIHTC projects in Pennsylvania and Delaware, Matt is skilled in designing creative solutions to unique development challenges and has an outstanding track record of winning a diverse array of soft funding in multiple jurisdictions including millions of dollars in HOME, CDBG, FHLB AHP, PHFA PHARE, PA Act 137 funds, and various private foundation grants and soft loans.

Fun Stuff: Matt enjoys spending as much time as possible with his wife and sons, hiking and exploring Pennsylvania's many state parks, trails, and historic sites. Matt also loves cool weather, history, skiing, and anything to do with cars.

Meet Nicole Nass



PRESIDENT - PROPERTY MANAGEMENT

Volker Management Inc

O: Indiana

P: 920.204.1365

E: n.nass@volker.co

Volker Management is...

a company of world-class products and communities. Our commitment to building quality affordable housing serves as a catalyst to building communities.

Focus: Through collaboration with the Volker Management team, focuses on providing exceptional affordable housing for residents and the communities Volker serves.

Experience: Nicole has worked in the multifamily real estate industry for over 16 years with six of those years specifically focusing in LIHTC, HUD, RD, HOME and CBDG. Nicole has property management, asset management, and portfolio management experience in 21 states including AL, AZ, CO, IA, FL, GA, IL, IN, LA, MI, MO, MS, OH, OK, OR, PA, SC, TN, TX, WI, WY. Throughout her career she has overseen a vast portfolio of communities ranging in size from 400 to 1,000 units in addition to training, auditing, and analyzing systems and procedures. She holds an Indiana real estate sale and broker's license.

Impressive Facts: Nicole is known for her effective leadership approach and has been the recipient of multiple awards. She has also served on a prominent leadership committee.

Fun Stuff: When Nicole is not in the office or volunteering, you'll find her on the golf course and enjoying time with her two beagles.

VÖLKER MANAGEMENT INC.

Meet Jonathon Caddy



REGIONAL VICE PRESIDENT

Volker Management Inc

O: Owosso, MI

P: 317.961.1175

E: j.caddy@volker.co

Volker Management is...

an opportunity to provide quality affordable housing in the communities we serve, through the development and support of compassionate and dedicated team members.

Focus: Sustainably grow revenue and NOI at Volker Management Inc. communities while maintaining exceptional affordable housing for residents to enjoy calling home.

Experience: Jonathon has over 10 years of multifamily management experience with six of those years specifically focusing in LIHTC, HUD, RD, HOME and CBDG. He earned a Bachelor of Arts degree in Psychology with a minor in Sociology, conferred with Honor from Michigan State University, and has Certified Apartment Portfolio Supervisor (CAPS), Certified Apartment Manager (CAM), and Housing Credit Certified Professional (HCCP) designations. Jonathon has excelled in multiple roles throughout his career for student, conventional, and affordable housing for communities ranging in size from 50 units up to 500 units throughout 20 states.

Impressive Facts: Prior to his full-time career in Property Management, Jonathon undertook a summer-long internship with Médecins du Monde (Doctors of the World) in the Moria and Kara Tepe refugee camps in Lesbos, Greece.

Fun Stuff: In his free time, Jonathon enjoys traveling and exploring new destinations with his mom. On the typical weekend, you will find him either with a puzzled look while attempting home remodeling projects or relaxing around the grill with friends and family.

VÖLKER MANAGEMENT INC.

Meet Ashley Kumbier



VP of Finance

Volker Management Inc

O: Fond du Lac, WI

P: 920.539.6432

E: a.kumbier@volker.co

Volker Management is...

supporting quality homes and communities while providing a fun and positive work environment for employees.

Focus: Managing and accounting and finance functions for Volker Inc. and its portfolio of properties. Effectively communicating financial information with investors, lenders and other interested parties and assisting them as needed.

Experience: Ashley is a CPA with over 15 years of experience. She obtained her undergraduate degree in accounting and Master of Accountancy from UW-Madison (go Badgers!). Ashley previously worked as the controller for a manufacturer in Wauwatosa, WI. She started her career in public accounting with Smith & Gesteland, LLP (now part of BDO USA), where she worked with the firm's largest real estate clients, as well as a variety of other family and closely held business, assisting them with income and sales tax, business accounting and forecasting and a variety of consulting projects.

Impressive Facts: Ashley was a two-time PricewaterhouseCoopers National xTAX champion in college (i.e a big accounting nerd!) and has the accounting trophy to prove it.

Fun Stuff: Ashley enjoys boating with her husband and three young kids, as well as working in her large backyard garden with vegetables, fruit trees and bushes, flowers and bees.

VÖLKER MANAGEMENT INC.

EXHIBIT M

Genesee Senior Apartments

Exhibit M – Summary of Market Study

As part of the MSHDA 9% submission on October 1, 2024, the Development Team will engage a MSHDA-approved market analyst to conduct a full Market Study Report for the Genesee Senior Apartments Project. The completed report will be provided to the City of Lansing upon completion.

EXHIBIT N

Genesee Senior Apartments

Exhibit N – Property Manager Information and Portfolio

As previously described in Exhibit L, Commonwealth Management Corporation has changed its name to Volker Legacy Holdings, Inc. As such, all managed properties within the portfolio are now in Volker's portfolio. We have included a list in this Section for your review.

Volker Managed Projects

	Name of Project	City	State	Total Number of Units	Number of LIHTC Units
1	Historic Walnut Square*	Terre Haute	IN	40	34
2	Mission Village of Greeley	Greeley	CO	50	46
3	Mission Village of Evans	Evans	CO	68	68
4	Salida Ridge*	Salida	CO	48	48
5	Preserve at Chatham Parkway	Savannah	GA	144	144
6	Historic Blue Bell Lofts	Columbia City	IN	52	52
7	Little Crow Lofts	Warsaw	IN	42	42
8	Garden View Senior Apartments	Elkhart	IN	55	55
9	Fourteen91 Lofts	Muncie	IN	72	72
10	The Edge Flats on Seward*	Grand Rapids	MI	46	46
11	Century Terrace/Harbor View*	Manistee	MI	167	167
12	Mission Village of Tahlequah	Tahlequah	OK	24	21
13	Dunbar Commons	Oklahoma City	OK	52	52
14	Southern Commons	Oklahoma City	OK	97	97
15	Attwood Pointe	Florence	SC	52	52
16	Magnolia Pointe	Florence	SC	24	24
17	Fond du Lac Center	Milwaukee	WI	24	22
18	Prince Hall Village	Milwaukee	WI	24	24
19	Fond du Lac Townhomes	Fond du Lac	WI	48	48
20	Mission Village of Menasha	Menasha	WI	66	66
21	The Townhomes of Craftsman Village	Plover	WI	44	43
22	Mission Village of Sheboygan	Sheboygan	WI	76	76
23	Lynndale Village	Grand Chute	WI	60	60
24	Auxiliary Court	West Bend	WI	59	55
25	Trinity Square	Fond du Lac	WI	35	35
26	Western Townhomes	Neenah	WI	68	64
27	Indianhead Cottages	Mosinee	WI	24	23
28	Pleasant View Townhomes	Plymouth	WI	24	23
29	Riverside Senior	Fond du Lac	WI	46	41

	Name of Project	City	State	Total Number of Units	Number of LIHTC Units
30	The Village on Water	Marinette	WI	49	42
31	Historic Lincoln School	Shawano	WI	24	24
32	Jefferson Street Apartments	Ripon	WI	24	23
33	Union Square Apartments	Appleton	WI	50	50
34	Elementary School Apartments	Schofield	WI	36	33
35	Newbury Place	Ripon	WI	40	40
36	Mission Village of Dodgeville	Dodgeville	WI	40	40
37	Historic Berlin School	Berlin	WI	40	40
38	Mission Village of Kaukauna	Kaukauna	WI	60	51
39	Beacon Avenue Cottages	New London	WI	40	34
40	Parish School Apartments	Fond du Lac	WI	47	40
41	Lawler School Lofts	Prairie du Chein	WI	40	34
42	Cottages on Main Street	Hortonville	WI	40	34
43	Barton School Apartments	West Bend	WI	40	40
44	Friar House Flats	Green Bay	WI	40	40
45	Muskego School Apartments*	Muskego	WI	40	34
46	River Flats*	Janesville	WI	92	56
47	Horicon School Apartments*	Horicon	WI	40	34
48	Spartan Lofts*	Sparta	WI	40	40
49	Brooke Street Lofts*	Fond du Lac	WI	62	62
50	Greenway Cottages*	Mosinee	WI	24	24
51	Mission Village of Cheyenne	Cheyenne	WY	41	41
52	Dell Range Senior*	Cheyenne	WY	40	40
53	Cambria Commons*	Wisconsin Dells	WI	60	51
54	Retlaw Apartments	Fond du Lac	WI	12	0
Units Total				2,692	2,547

*Owned by third party

EXHIBIT O

Financial Statements

12.31.23 Unaudited Consolidated Financial Statement

4.30.24 Interim Consolidated Financial Statements



December 2023

Consolidated Income Statement

UNAUDITED -PRELIMINARY

Year-to-Date

	Volker Legacy Holdings, Inc dba Volker Management	Volker Development Inc	Volker Housing Partners, LP	Total
Management Fees/Rental Income	1,613,218			1,613,218
Lease Up Fees	100,500			100,500
Asset Management Fees	709,775			709,775
Surplus Cash Distributions	299,286			299,286
Developer Fees	974,885	374,186		1,349,071
Co-Developer Fees		(93,546)		(93,546)
Total Revenue	3,697,664	280,639		3,978,303
Compensation and Benefits	1,538,968	603,159		2,142,128
Sales and Marketing		8,457		8,457
Occupancy	54,980	14,709		69,688
Travel	219,506	19,536		239,042
Computer, Software and Internet	13,305			13,305
Repairs and Maintenance	1,655			1,655
Professional Fees	381,782	16,590		398,371
Insurance	63,277			63,277
Other General and Administrative	69,522	23,746		93,268
Total Ordinary Expense	2,342,995	686,196		3,029,191
Ordinary Income	1,354,669	(405,557)		949,112
Other Income/Expense				
Interest Income	25,213			25,213
Misc Income	2,291,885	1,592		2,293,478
Depreciation/Amortization	(91,180)			(91,180)
Taxes	(24,843)			(24,843)
Total other income/Expense	2,201,076	1,592		2,202,668
Net Income	3,555,745	(403,965)		3,151,780



December 2023
Consolidated Balance Sheet
UNAUDITED- PRELIMINARY

	Volker Legacy Holdings, Inc dba					
	Volker Management	Volker Development Inc	Volker Housing Partners, LP	Eliminations	Consolidated	
Cash	1,768,581	150,310	400		1,919,291	
Accounts Receivable	1,351,448	53,421			1,404,869	
Other Current Assets	3,439	1,044,442	9,500		1,057,381	
Prepaid Expenses	3,000				3,000	
Undeposited Funds	38,846				38,846	
Total Current Assets	3,165,314	1,248,173	9,900		4,423,387	
Fixed Assets (net accumulated depreciation)	285,013				285,013	
Notes Receivable	5,367,191			(661,342)	4,705,849	
Investments	(441,267)		100		(441,167)	
Other Assets		2,077			2,077	
Deferred Developer Fees (net allowance)	3,542,324				3,542,324	
Total Other Assets	8,753,261	2,077	100	(661,342)	8,094,097	
Total Assets	11,918,575	1,250,250	10,000	(661,342)	12,517,484	
Accounts Payable	148,711	128,218			276,929	
Credit Cards Payable	(3,039)	8,398			5,359	
Other Current Liabilities	101,044	690,171		(662,488)	128,727	
Current Liabilities	246,716	826,787		(662,488)	411,015	
Note Payable	510,000				510,000	
Total Liabilities	756,716	826,787		(662,488)	921,015	
Total Equity	11,161,859	423,463	10,000		11,595,323	
Total Liability & Equity	11,918,575	1,250,250	10,000	(662,488)	12,516,337	

VÖLKER

April 30, 2024

Consolidated Income Statement

Year-to-Date

	Volker Legacy Holdings, Inc	Volker Development Inc	Volker Housing Partners, LP	Total
	Actual	Actual	No Activity	Actual
Management Fees/Rental Income	537,108			537,108
Lease Up Fees	41,250			41,250
Asset Management Fees	261,488			261,488
Surplus Cash Distributions	140,673			140,673
Developer Fees		138,223		138,223
Dead Project Cost		(23,281)		(23,281)
Co-Developer Fees		(34,531)		(34,531)
Total Revenue	980,518	80,411		1,060,929
Compensation and Benefits	518,861	727,236		1,246,097
Sales and Marketing		11,014		11,014
Occupancy	16,790	23,852		40,642
Travel	114,757	25,595		140,352
Computer, Software and Internet	16,074			16,074
Repairs and Maintenance	11,676			11,676
Professional Fees	52,089	17,031		69,119
Insurance	7,167	13,676		20,843
Other General and Administrative	39,770	21,703		61,473
Total Ordinary Expense	777,183	840,107		1,617,290
Ordinary Income	203,335	(759,696)		(556,361)
Other Income/Expense				
Interest Income	137,306			137,306
Interest Expense				
Misc Income	10,924			10,924
Depreciation/Amortization	(33,590)			(33,590)
Taxes	(30,095)			(30,095)
Total other income/Expense	84,544			84,544
Net Income	287,879	(759,696)		(471,817)



April 30, 2024

Consolidated Balance Sheet

	Volker Legacy Holdings, Inc dba					
	Volker Management					
Cash	1,103,506			9,132	400	Consolidated
Accounts Receivable	1,415,110			180,792		1,113,038
Current Deferred Developer Fees Due	310,532					1,595,902
Other Current Assets	3,272			1,869,562	9,500	310,532
Prepaid Expenses	3,000					1,882,334
Undeposited Funds	6,302					3,000
Total Current Assets	2,841,722			2,059,486	9,900	6,302
Fixed Assets (net accumulated depreciation)	190,634					4,911,108
Notes Receivable	6,236,648					190,634
Investments	(509,275)				100	(1,335,502)
Other Assets				1,925		4,901,145
Deferred Developer Fees (net allowance)	3,201,914					(509,175)
Total Other Assets	9,119,920			1,925	100	1,925
Total Assets	11,961,642			2,061,411	10,000	3,201,914
						7,786,443
						12,697,551
Accounts Payable	66,171			221,643		287,813
Credit Cards Payable	331			5,489		5,820
Other Current Liabilities	85,083			1,382,679		132,260
Current Liabilities	151,585			1,609,811		425,894
Note Payable	510,000					510,000
Total Liabilities	661,585			1,609,811		935,894
Total Equity	11,300,057			451,600	10,000	11,761,657
Total Liability & Equity	11,961,642			2,061,411	10,000	12,697,551

EXHIBIT P

Genesee Senior Apartments

Exhibit P – Capital Improvements Schedule

N/A

The Genesee Senior Apartments Project does not include the acquisition and rehabilitation of an existing housing project. Instead, the Project includes the adaptive reuse of the former Genesee School building into twenty-two (22) units and the new construction of a thirty-two (32) unit, three story residential building.

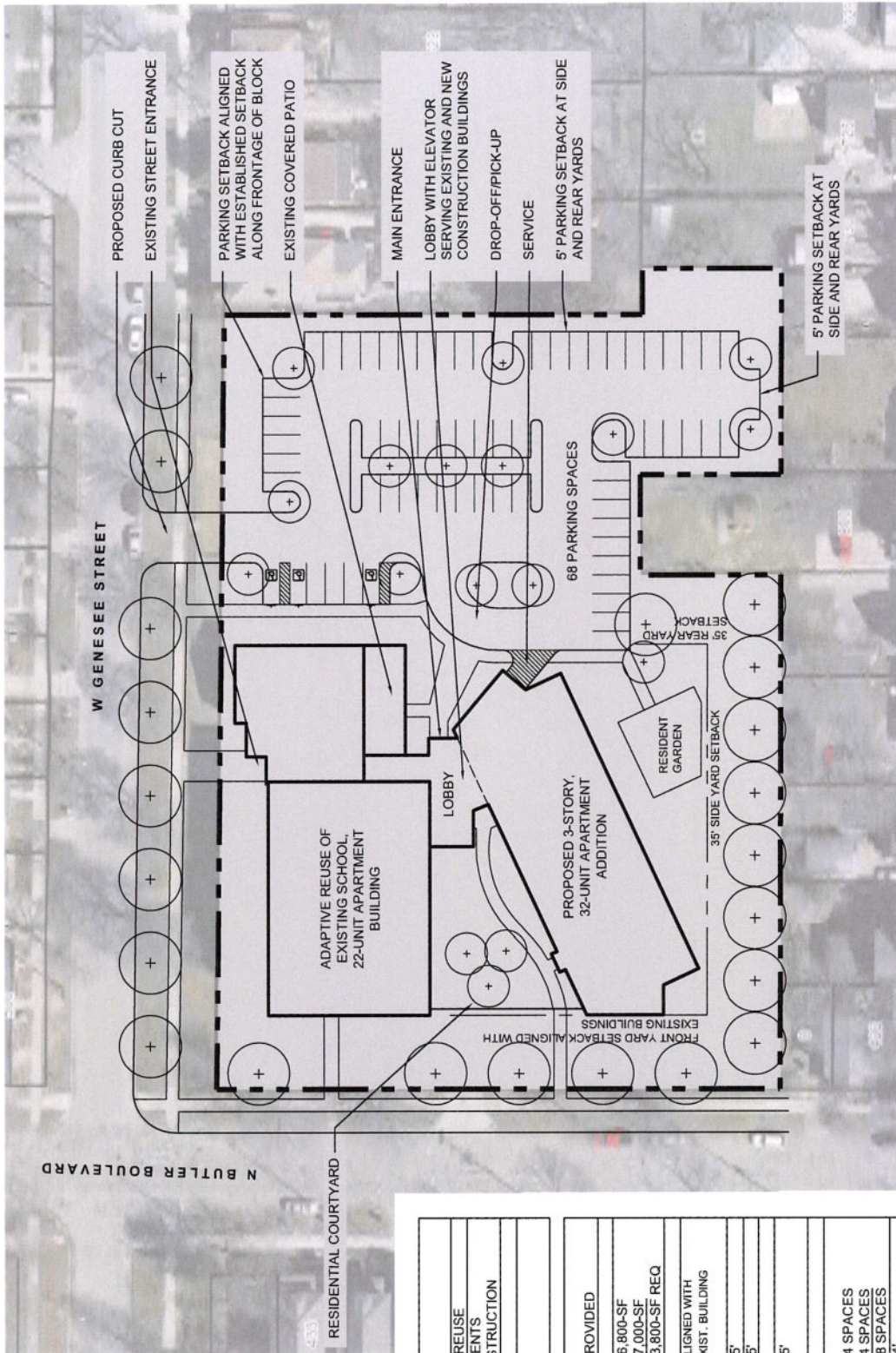
EXHIBIT Q

Site Plan

We have enclosed a current conditions site plan & a Site Plan for the proposed development project

Genesee Senior Apartments
835 West Genesee Street
Lansing, Michigan 48915
Parcel #: 33-01-01-17-232-002





PROPOSED SITE PLAN
 SCALE: 1" = 50'-0"
 0 25' 50'

October 24, 2023 **VOLKER**
 464 South Hickory Street, Unit C
 Fond du Lac, Wisconsin 54935
 T: 216-409-4801
 www.volker.co

GENESEE SENIOR
 835 W GENESEE STREET
 LANSING, MICHIGAN

SITE DATA:	
ZONING	R-R, RESIDENTIAL ADAPTIVE REUSE
USE	SENIOR RESIDENTIAL APARTMENTS
ADAPTIVE REUSE + NEW CONSTRUCTION	
ACREAGE	+/- 2.17-AC (94,351-SF)
UNIT COUNT	54 UNITS 36 ONE-BEDROOMS 18 TWO-BEDROOMS

	REQUIRED	PROVIDED
MIN LOT SIZE	1,300-SF/1-BED 1,500-SF/2-BED	46,800-SF 27,000-SF 73,800-SF REQ
FRONT YARD SETBACK	EST. SETBACK OF FRONTAGE AT BLOCK	ALIGNED WITH EXIST. BUILDING
REAR YARD SETBACK	BLDG HT = 35'	35'
SIDE YARD SETBACK	BLDG HT = 35'	35'
BUILDING HEIGHT (NEW CONSTRUCTION)	35' OR EQUAL TO HT OF EXIST. BLDG	35'
OFF-STREET PARKING RESIDENTIAL, ELDERLY	1 SPACE/UNIT + .25 SPACES	54 SPACES 14 SPACES 68 SPACES
DRIVE AISLE WIDTH	24'	24'
PARKING STALL	9'x18'	9'x18'

The drawings, specifications, ideas, design and arrangements represented hereby are and shall remain the property of the architect. No part of shall be copied, disclosed to others or used in conjunction with any work or project other than the specific project for which they have been prepared and developed without the written consent of the architect. Visual contact with these drawings or specifications shall constitute conclusive evidence of acceptance by the client. The architect shall not be responsible for any errors or omissions in the drawings or specifications or for any consequences arising therefrom. The architect shall not be responsible for any delays or interruptions in the completion of the project or for any other matters not specifically mentioned herein. The architect shall not be responsible for any violations of any laws, codes, ordinances, rules, regulations, or other requirements of any governmental authority. The architect shall not be responsible for any other matters not specifically mentioned herein. The architect shall not be responsible for any other matters not specifically mentioned herein.

RDL ARCHITECTS
 21111 Chagrin Blvd, Suite 110
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 www.rdlarchitects.com

RDL ARCHITECTS
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EXHIBIT R

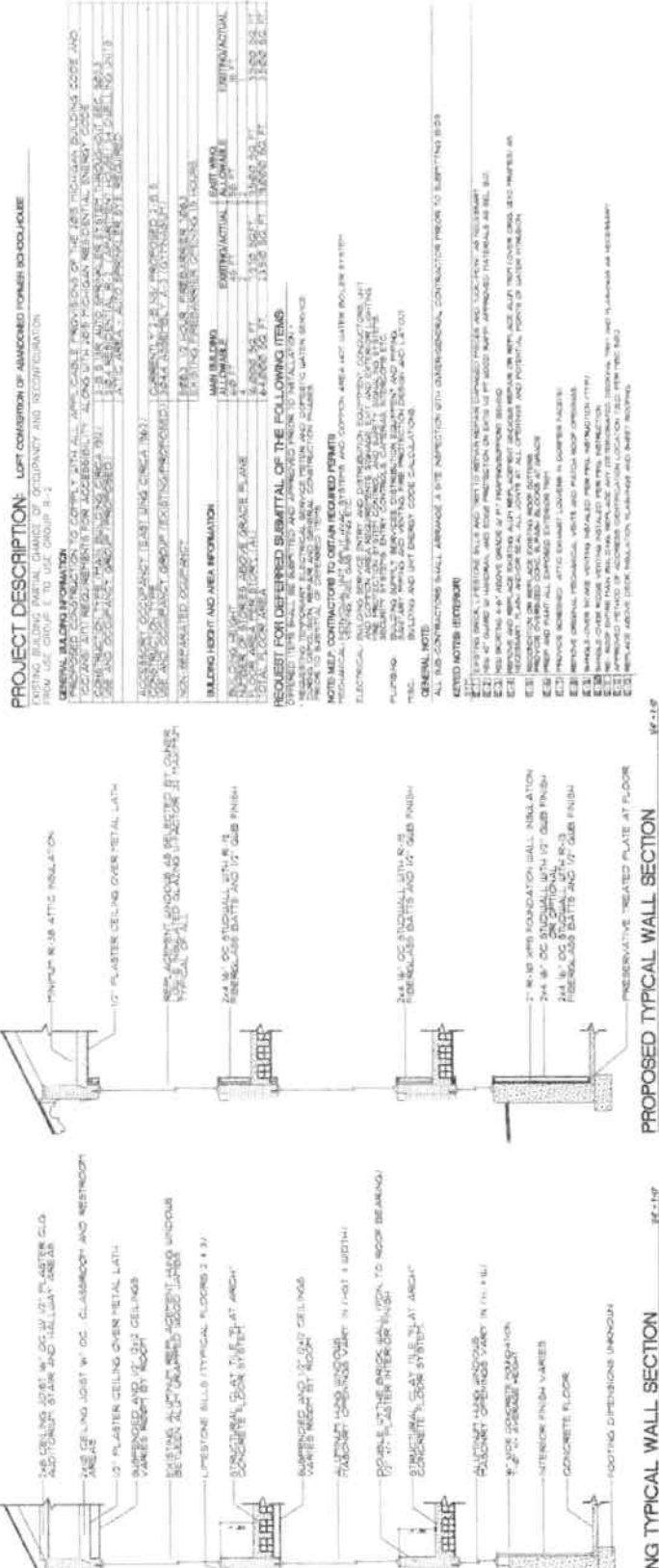
Exterior Elevations

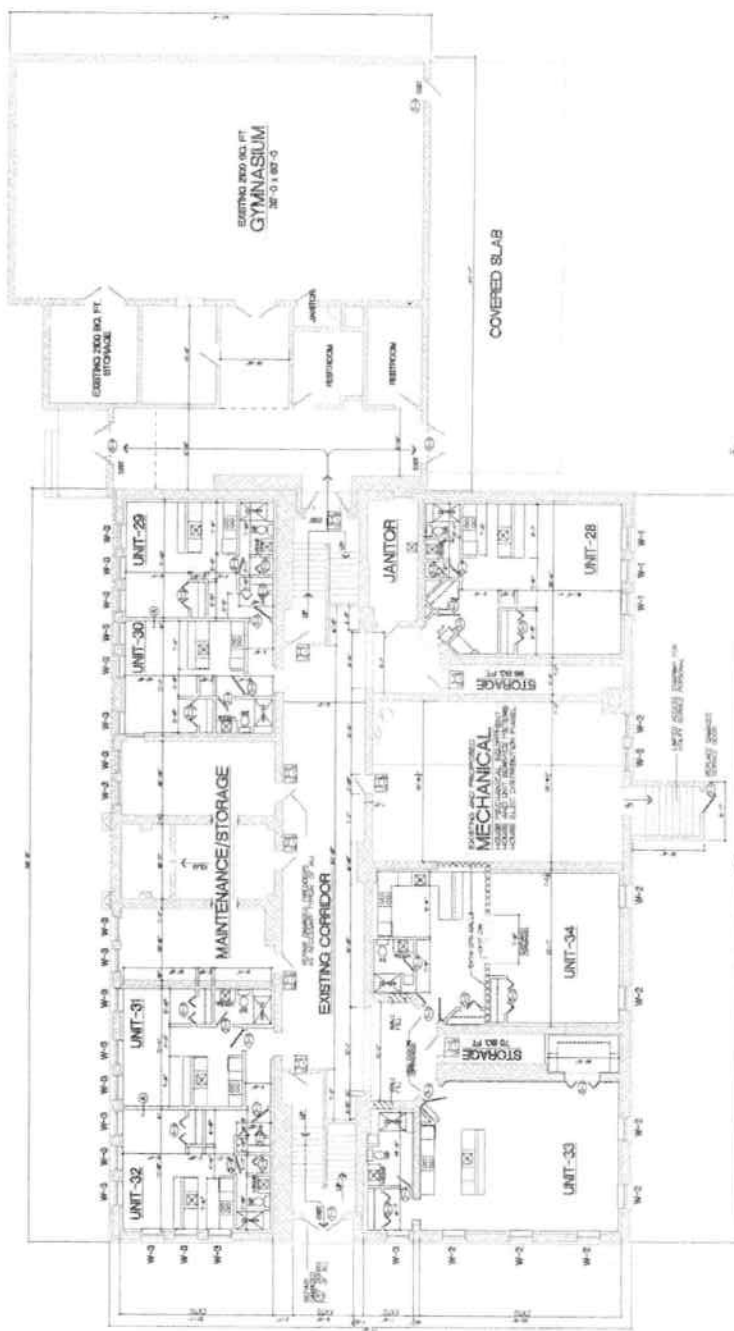
Exterior elevations for the project are not yet available. During project design through the month of October, the Development Team will provide the City of Lansing with more complete information regarding the design and façade of the project.

Attached you will find previous exterior elevations and floor plans provided by the current owner. For the historic portion of the project, the Development Team will plan to utilize Federal Historic Tax Credits for the development and construction of the Project. As such, all historic requirements of the Secretary of Interior Standards for Historic Rehabilitation will be followed.

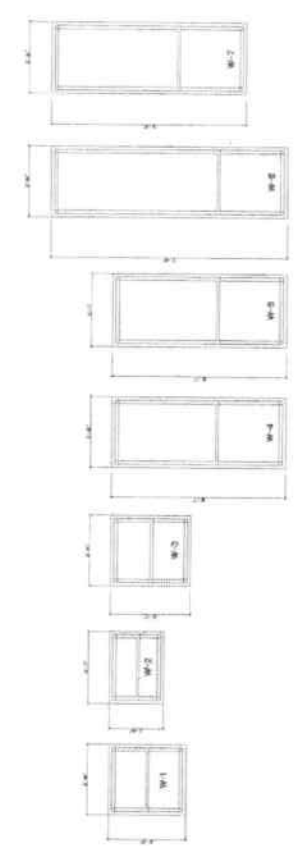
Additionally, we have included the National Register of Historic Places Registration Form and Part I Approval.

For the new construction portion of the Project, the Development Team will include exterior materials and design that will complement the existing school building.





PROPOSED LOWER LEVEL PLAN



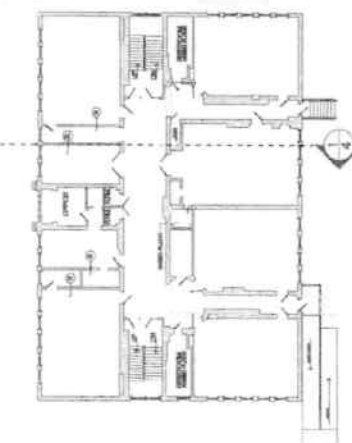
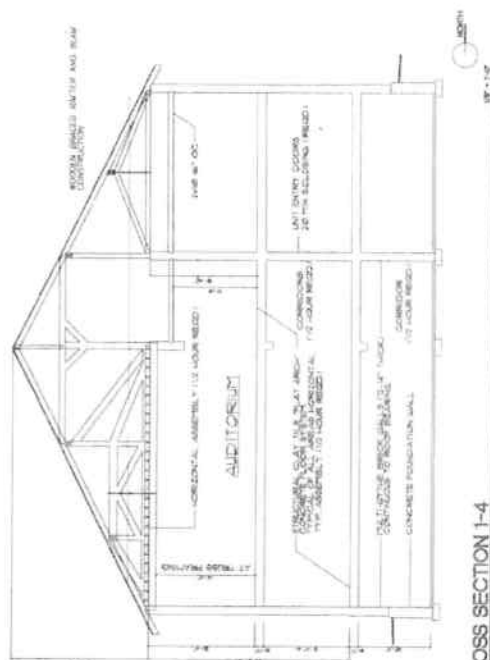
APPROXIMATE EXISTING WINDOW MASONRY OPENINGS

[illegible]

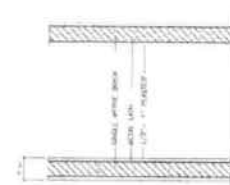
EXISTING LOWER LEVEL PLAN



CROSS SECTION 1-4



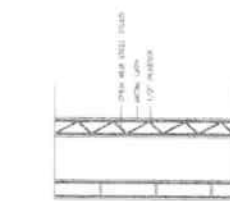
EXISTING MID LEVEL PLAN

A TYPE A NE = 1.7

B TYPE B (EXISTING)

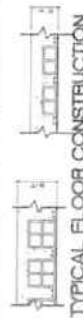


TYPE C 600 x 900

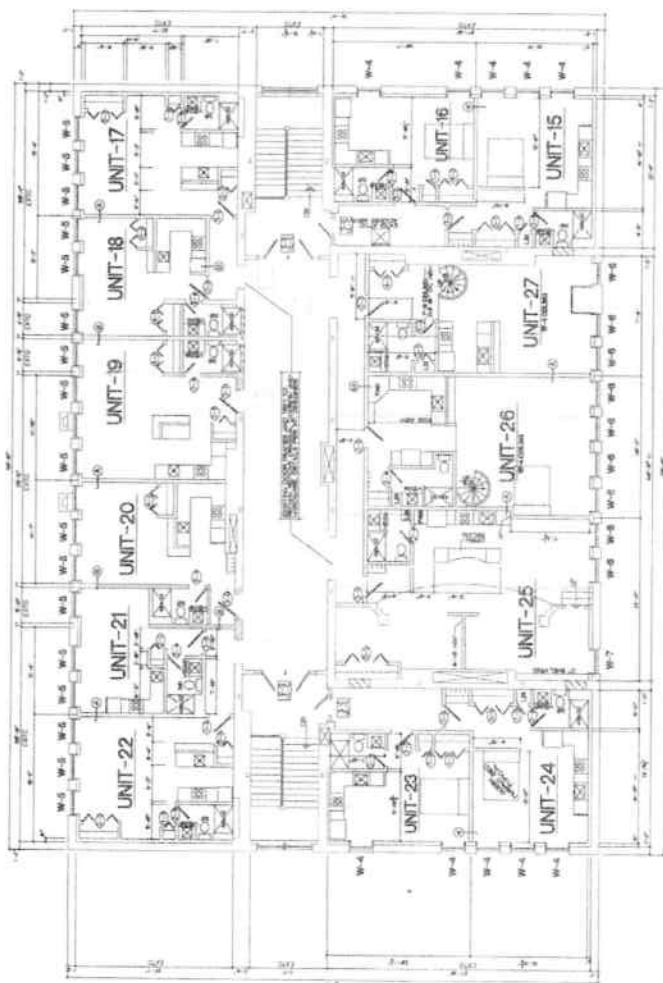


NAME	REMARKS	TYPE ID (EXISTING)	DATE

TYPICAL WALL TYPES



TYPICAL FLOOR CONSTRUCTION



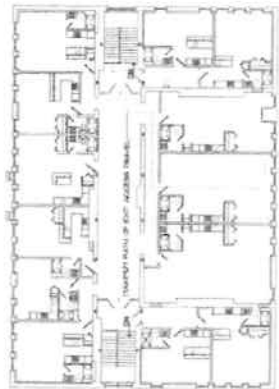
PROPOSED UPPER LEVEL PLAN



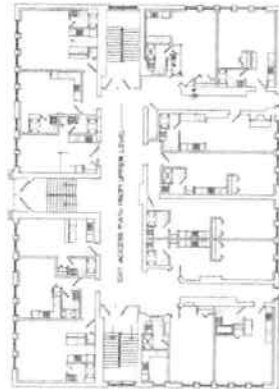
EXISTING UPPER LEVEL PLAN



ATTIC FRAMING / ROOF BEARING PLAN



UPPER LEVEL



MID LEVEL



UNIT-27 LOFT PLAN

Genesee Street School



Ingham Co., MI

Name of Property

United States Department of the Interior
National Park Service

County and State

National Register of Historic Places Registration Form

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in National Register Bulletin, *How to Complete the National Register of Historic Places Registration Form*. If any item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions.

1. Name of Property

Historic name: Genesee Street School

Other names/site number: Black Child and Family Institute

Name of related multiple property listing:

N/A

(Enter "N/A" if property is not part of a multiple property listing)

2. Location

Street & number: 835 West Genesee Street

City or town: Lansing State: Michigan County: Ingham

Not For Publication: ☐ Vicinity: ☐

3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act, as amended,

I hereby certify that this x nomination request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60.

In my opinion, the property x meets does not meet the National Register Criteria. I recommend that this property be considered significant at the following level(s) of significance:

 national statewide x local

Applicable National Register Criteria:

x A B x C D

Brian A. May
Signature of certifying official/Title:

2/10/14
Date

MI SHPO

State or Federal agency/bureau or Tribal Government

Genesee Street School

Ingham Co., MI

Name of Property

County and State

In my opinion, the property ___ meets ___ does not meet the National Register criteria.

Signature of commenting official:

Date

Title :
or Tribal Government

State or Federal agency/bureau ☐

4. National Park Service Certification

I hereby certify that this property is:

- ☒ entered in the National Register
☐ determined eligible for the National Register
☐ determined not eligible for the National Register
☐ removed from the National Register
☐ other (explain:)


Signature of the Keeper

4.7.14
Date of Action

5. Classification

Ownership of Property

(Check as many boxes as apply.)

Private: ☒

Public – Local ☐

Public – State ☐

Public – Federal ☐

Category of Property

(Check only one box.)

Genesee Street School

Ingham Co., MI

Name of Property

County and State

Building(s) ☒

District ☐

Site ☐

Structure ☐

Object ☐

Number of Resources within Property

(Do not include previously listed resources in the count)

Contributing

Noncontributing

1

buildings

2

sites

structures

objects

1

2

Total

Number of contributing resources previously listed in the National Register N/A

6.Function or Use

Historic Functions

(Enter categories from instructions.)

EDUCATION/School

Genesee Street School

Ingham Co., MI

Name of Property

County and State

Current Functions

(Enter categories from instructions.)

WORK IN PROGRESS

EDUCATION/School

7. Description

Architectural Classification

(Enter categories from instructions.)

Classical Revival

Materials: (enter categories from instructions.)

Principal exterior materials of the property: Brick/Limestone

Narrative Description

(Describe the historic and current physical appearance and condition of the property. Describe contributing and noncontributing resources if applicable. Begin with a **summary paragraph** that briefly describes the general characteristics of the property, such as its location, type, style, method of construction, setting, size, and significant features. Indicate whether the property has historic integrity.)

Summary Paragraph

The Genesee Street School is a two-and-one-half-story hip-roof building, with a one-story 1962 east-end addition, that stands at the southeast corner of Genesee Street and Butler Boulevard, facing northward onto Genesee. Constructed in 1912, the main part of the building is a broad-fronted Neoclassical building with orange-tan brick walls trimmed with limestone. Its symmetrical front displays banks of closely spaced square-head windows separated by narrow brick strips, the banks to either side separated from the central ones by slightly broader sections

Genesee Street School

Ingham Co., MI

Name of Property

County and State

of brick wall. Notable exterior features include the grouped, closely spaced windows on all facades, the broadly projecting roof eaves with their exposed shaped rafter tails, and the slightly projecting broken pediment portico at the center of the facade.

Narrative Description

The Genesee Street School is located in an early twentieth-century residential neighborhood located northwest of Lansing's downtown commercial district, at the intersection of Genesee Street and Butler Boulevard. The intersection is located two blocks south of Saginaw Street, Michigan Route M-43, and one block east of Martin Luther King Jr. Boulevard, both major thoroughfares. The neighborhood consists primarily of two-story, single- and two-family homes, with a few multiple units interspersed. A single early twentieth-century commercial building is located to the north of the school, across Genesee Street, and has been converted into apartments.

The school sits on an irregularly shaped lot of a little over two acres, with frontage of approximately 363 feet on the south side of Genesee Street and 264 feet on the east side of Butler Boulevard. The east and south property lines deviate around residential properties. The school building is situated at the northwest corner of the site with its historic front facing north. The site is generally level at an elevation of approximately four feet above the grade of Genesee Street. A drive enters the school grounds from Butler Boulevard behind the school and broadens into a large parking lot directly south of the 1912 portion of the building. A chain link fence partially surrounds the property, running eastward from the northeast corner of the 1962 addition to the easternmost edge of the property, and then following the property lines along the east and south sides of the lot. To the east of the addition is an asphalt play area, and to the east of that is a play structure and playground. A small garden area with raised beds sits at the southeast corner of the site (playground and garden = two non-contributing sites). There are a number of mature trees and shrubs along the Genesee and Butler sides of the site, both of which are bordered by concrete sidewalks. A concrete walkway runs eastward from the sidewalk along Butler Boulevard to an entry on the west side of the structure.

The original 1912 portion of the school is two-and-one-half stories in height and rectangular in plan. The structure has a concrete foundation and a slightly projecting concrete water table, punctuated by half-height basement windows. The broad brick walls are accentuated by limestone sillcourses, delineating the first and second stories of the building, while a plain, painted wood architrave runs above the second-story windows. The structure is topped by a hipped, asphalt shingle roof, whose north front is pierced by three small, low shed dormers, clustered near the center of the building. A circa 1912 photograph indicates that the building was originally topped by a small cupola. It is unclear when the cupola was removed, but a low, square base remains visible from the front and rear of the building. A simple, slender brick chimney rises perhaps fifteen feet above the roofline from the rear, south side of the roof.

A shallow, limestone entry portico stands at the center of the front, north-facing facade, reaching from ground level to the bottom of the second-story windows. An unfluted Roman Doric column on each side of the former entry supports a simple entablature and broken pediment. The

Ingham Co., MI

Genesee Street School

County and State

Name of Property

pediment frames a limestone plaque reading "GENESEE ST." The enclosing of this portico-entry constitutes the exterior's primary physical integrity issue: originally sheltering the front entrance to the building, the portico location has been filled in with a smooth concrete-finish wall that contains a small triple casement window at the top and a small vent grill near the bottom and the original entry hall space within rebuilt as an office and bathrooms. This change is unfortunate but reversible and, in the SHPO's opinion, of minor overall consequence against the building's otherwise high integrity.

A side entrance on the west facade of the building now serves as the main entry into the building. Two additional entries, reached by flights of concrete steps, are located on the rear, south facade.

The building's windows are simple modern double hung aluminum ones, with solid insulating baked enamel aluminum panels in the upper portion. Basement windows are a combination of simple one-over-one sash or single light casement windows, with several having been bricked in. The current windows were installed during modernizations in the late 1960s.

The 1912 portion of the school is rectangular in plan, with classrooms and offices arranged off the north and south sides of a twelve foot wide central hall. Stairwells are located at either end of the hall, at the east and west ends of the building. The school's first or main floor is located approximately six feet above ground level. Large classrooms are located at the northeast and northwest front corners of the first floor, with a number of small offices, teacher's restrooms, and coatrooms between them. One of the offices and the two restrooms occupy the central north-side space that formerly contained the main entry into the building and an entry hall leading from it to a central east-west corridor. Three more large classrooms are located on the south side of the central hall, including the former kindergarten room, which retains its original simple brick fireplace in one corner. Additionally, a number of small offices are located at the southeast corner of the first floor. Boys and girls restrooms are located at either end of the building, directly to the south of the stairwells.

The second floor is laid out similarly to the first, with three large classrooms across the north front of the building, separated by narrow hallways lined with coat hooks and shelves. To the south of the broad central hall is a large assembly room, complete with a stage along its west side. Smaller classrooms are located on either side of the assembly room, to the east and the west. As with the first floor, boys and girls' restrooms are located at the east and west ends of the building, directly south of the stairwells.

The basement is arranged similar to the first and second floors, with a number of small storage and mechanical rooms, offices, classrooms, and a teachers' lounge arranged on either side of the central hall. Its floor stands one-half story below grade. From outside it is reached by a straight-run concrete staircase from just inside the slightly recessed west-side entrance.

The building retains much of its stained wood trim, including door frames, chair rails, and blackboard surrounds, as well as the original interior doors and transom windows. A number of the classrooms retain their original wood floors on the first and second stories and terrazzo flooring in the basement, although some areas have been covered with carpet and vinyl tile. Acoustical tile ceilings have been installed throughout the structure.

Genesee Street School

Ingham Co., MI

Name of Property

County and State

To the east of the original structure is a single-story addition, completed in 1962. The addition is roughly rectangular in plan, its westernmost portion with its north façade aligned with the north front of the 1912 building, and gradually stepping forward (north) in sections toward the east. Constructed of an orange-tan brick similar to that of the original structure, the addition stands on a concrete slab foundation. At the westernmost portion of the addition's front (north) facade are double steel entry doors, in front of which is a small concrete porch with a flat roof. The east part of the addition is a large, gable-front structure, which houses the school's gymnasium. Though it is faced with brick in a simple, common bond, an abstract tile mosaic in a cross-like pattern off-center in the north front adds visual interest. The structure's east facade is covered by a brightly colored mural, completed in 2011. Designed by local artists Joy Baldwin and Brian Whitfield, the mural was completed in collaboration with a number of local artists, including Brian Snyder, Jeana-Dee Allen Rogers, Jessica Yorko, and Erika Magers. The upper portion of the mural depicts the history and development of the Genesee neighborhood, while the lower portion is a collection of silhouettes of people painted by the members of the Black Child and Family Institute's 2010 fine art camp. At the rear of the building is a wide play porch, covered by an extension of the gymnasium's gabled roof. In addition to the gymnasium, the addition houses a small kitchen, boys and girls restrooms, and a janitorial closet.

Genesee Street School

Ingham Co., MI

Name of Property

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8.Statement of Significance

Applicable National Register Criteria

(Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing.)

- ☒ A. Property is associated with events that have made a significant contribution to the broad patterns of our history.
- ☐ B. Property is associated with the lives of persons significant in our past.
- ☒ C. Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- ☐ D. Property has yielded, or is likely to yield, information important in prehistory or history.

Criteria Considerations

(Mark "x" in all the boxes that apply.)

- ☐ A. Owned by a religious institution or used for religious purposes
- ☐ B. Removed from its original location
- ☐ C. A birthplace or grave
- ☐ D. A cemetery
- ☐ E. A reconstructed building, object, or structure
- ☐ F. A commemorative property
- ☐ G. Less than 50 years old or achieving significance within the past 50 years

Genesee Street School

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Areas of Significance

(Enter categories from instructions.)

Architecture

Education

Period of Significance

1912-1964

Significant Dates

1912

1962

Significant Person

(Complete only if Criterion B is marked above.)

N/A

Cultural Affiliation

N/A

Architect/Builder

Edwyn A. Bowd (Lansing, MI), architect for 1912 building

Early, Fitzpatrick & Wilcox (Lansing, MI), builder for 1912 building

Charles V. Opdyke (Lansing, MI), architect for 1962 building

Bud Reniger Construction (Lansing, MI), contractor for 1962 building

Statement of Significance Summary Paragraph (Provide a summary paragraph that includes level of significance, applicable criteria, justification for the period of significance, and any applicable criteria considerations.)

The Genesee Street School served as a public school building in Lansing, Michigan, from its construction in 1912 until 1984. The building meets National Register criterion A as one of the

Genesee Street School

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oldest remaining and longest used elementary schools in Lansing. The 1912 main building meets National Register criterion C as one of the few known remaining public school buildings designed by prominent Lansing architect Edwyn A. Bowd, who designed so many of Lansing's leading buildings from the 1890s to the 1930s.

Narrative Statement of Significance (Provide at least one paragraph for each area of significance.)

Lansing

Lansing, Michigan's capitol city, was established as a result of a provision of the 1837 Michigan constitution that required the relocation of the state's governmental seat from its temporary location in Detroit by 1849. A number of other towns vied for designation as the new capital, but, in the end, the future site of Lansing, then little more than wilderness, was selected by the legislature. The site was located midway across the state, and to the north of that part of the state that was already becoming settled, so its selection was seen as a means of promoting the growth of more northern parts of the state.

Commissioners appointed by the 1847 legislature to select the specific location for the new capitol chose Section 16, an area now bounded by Saginaw Street to the north, Martin Luther King to the west, St. Joseph Street to the south, and the railroad line east of Larch Street to the east. Very quickly the beginnings of three villages sprang up along the Grand River in this region: a north village, which had grown up around a dam and sawmill at the point where the area's pioneer highway, now Grand River Avenue, crossed the Grand River; a south village, located along Main Street and South Washington Avenue; and a middle village, centered at Washington and Michigan avenues in the heart of today's downtown near the future capitol location. The middle village quickly developed into the main focal point of Lansing Township. In 1859 the City of Lansing was incorporated with a population of about 3,000. By 1880 the population of Lansing had grown to 8,326. With the rise of the automobile industry in the early twentieth century Lansing's population swelled, reaching 31,229 in 1910 and 57,000 by the mid-1920s.

Lansing's rapid turn-of-the-century growth was largely due to the development of the automobile industry. Ransom Eli Olds founded the Olds Motor Vehicle Company with Frank G. Clark in Lansing in 1897. Though the company soon moved to Detroit, it moved back to Lansing in 1901, after the company's Detroit plant burned, eventually becoming the Oldsmobile Division of the General Motors Corporation. Olds subsequently established the REO Motor Car Company in Lansing in 1904. Numerous suppliers followed, with plants that produced automobile components – such as the Motor Wheel Corporation, Michigan Screw Products, and Atlas Drop Forge, all established between 1900 and 1910. As a result of this largely automobile industry-related development, Lansing's population soared, nearing 80,000 by 1930. The city's growth slowed somewhat through the 1930s and 1940s, though the many factories remained active through World War II, producing vehicles, ammunition, guns, and aircraft parts for the war

Genesee Street School

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effort. Lansing's population continued to increase with the post-war boom, topping 90,000 in 1950 and 100,000 in 1960. The city's population peaked around 1970 at 131,000, with more recent growth taking place primarily in the surrounding suburbs.

Lansing Public Schools

Although the city of Lansing was not incorporated until 1859, the area's first public school opened in May, 1847, in the north village, near what would later become the Cedar Street School. A one-room building, it initially served ten pupils. Enrollment increased to thirty by the end of the three-month term, and the structure was replaced with a larger one that autumn. In 1851 the school moved into a new, two-story brick building, which remained in use for nearly twenty-five years. Additional public schools were opened in the middle and south villages in 1849 or 1850 and 1851, respectively.

In 1861, under a provision in the Lansing city charter, the three separate districts were consolidated into a single Lansing School District, with a new fourth ward added. School elections were held in each ward to form the first Board of Education of the School District of the City of Lansing. The newly formed board held its first meeting on April 8, 1861. At that time, Lansing was home to three simple public school buildings, two brick and one wood frame. A fourth school building was added in 1868, at the corner of Kilborn and Walnut Streets in the fourth ward.

As Lansing's population grew in the late nineteenth century, so too did the number of wards within the school district. A fifth ward was added in 1871, and a sixth in 1874. A new high school was built in 1868-75, and new schools were built in the third and fifth wards in the 1870s and 1880s. Population growth led to a policy of school expansion in the 1890s, with four new schools built in that decade, and most of the existing schools were remodeled and expanded by 1910. The city's rapid population growth and development of new residential areas led to a large-scale school-building program in the early 1900s. Two additional schools were built in the 1900-1910 period, the Moores Park School in 1906 and the Franklin Avenue School in 1910, and many more in the 1910s and 1920s.

Lansing's oldest surviving public school buildings (none still used as schools) are:

- Cherry Street School. Built 1894. Last used as a school in 1933, this Late Victorian building has since housed offices and various other activities. Despite some substantial changes made by an architectural office that was a long time occupant, this building appears national register-eligible.
- Cedar Street School. Built 1910, expanded 1917. This building has been more substantially altered than some of the others and is likely not eligible.
- Genesee Street School. Built 1912.
- Allen Street School. Built 1913, expanded 1925.
- Leshner Place School. Built 1916. This and the Allen Street School retain high integrity (except for the universal window replacements) and may be national register-eligible.
- Maplewood School. Built 1918. The building has been extensively remodeled for housing in recent years and likely is not eligible.

Genesee Street School

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Genesee Street School

In January of 1912 the school board moved to have plans drawn up for a new school at the corner of Genesee Street and Butler Boulevard, in a residential neighborhood adjacent to the downtown, on vacant lots that had been purchased in April, 1909. In February 1912 the school board resolved to build said school for the cost of \$40,000. The district voters approved a special tax to raise the funds at a special meeting on February 23, 1912, at City Hall.

Three architects submitted sets of plans for the school, and those of Lansing architect Edwyn A. Bowd (1865-1940) were selected at a special meeting of the school board in early May 1912. One of Lansing's most prominent architects of the early twentieth century, Bowd was born and raised in England, graduating from Orset College in Dover. He emigrated to the United States in 1882, settling in Detroit, where he began his architectural career with Gordon W. Lloyd. Bowd relocated to Lansing in 1888, briefly working with architect William P. Appleyard. After many years on his own, he established a partnership, Bowd & Munson, with former employee Orla Munson in 1925, and the two established the firm Bowd-Munson, Inc., in 1929. Bowd remained active in the firm until his death in 1940.

Bowd was responsible for a number of Lansing's important civic and institutional buildings, as well as many of its churches. Among his early notable works were the First Baptist Church (1894), Lansing City Hall (1897), Plymouth Congregational Church (1900), and Lansing's Carnegie Library (1903). Bowd also worked extensively outside of the Lansing area, and received numerous commissions for public buildings throughout southern Michigan, designing courthouses for Ingham, Montcalm, and Wexford counties between 1900 and 1910, as well as the Ionia Armory (1909), Owosso Armory (1915), and Hillsdale City Hall (1913). Though some of Bowd's earliest major work was Richardsonian Romanesque in style, by the early twentieth century he had shifted largely to Neoclassicism. His Neoclassical work in Lansing includes several buildings at the Michigan School for the Blind (1912-1924), the Lewis Cass State Office Building (1921), and the Masonic Temple (1924) among many others.

William Appleyard was a specialist in school design, and by 1891 Bowd also listed schools as a specialty. Bowd was appointed Architect of East Lansing's Michigan Agricultural College (now Michigan State University) in 1902 and designed a number of major buildings there. In the early twentieth century he designed public school buildings for Corunna, Owosso, and other southern Michigan communities. Few of these have survived.

After Bowd's plans for the Genesee Street School were selected by the school board, a request for proposals was published in the April 04, 1912, edition of *The State Journal*, seeking bids for building, plumbing, heating, and electrical work. The contracts were awarded later that month. The construction contract was awarded to the lowest bidders, Early, Fitzpatrick & Wilcox, for a sum of \$33,951.93, while the electrical contract was awarded to Capitol Electric of Lansing for \$592. Initial bids for the plumbing and heating systems were rejected by the school board, but contracts were later awarded to the Lansing firms of J. G. Gross for \$2,744.99 and Shields & Leadly for \$4,200, respectively.

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Bowd's original design for the school called for a rectangular, two-story brick structure with a tile roof, containing seven school rooms, two recitation rooms, a large kindergarten room with fireplace, and an assembly room with a 15 x 39 foot stage, all arranged around a central hallway. The building itself was originally topped with a small cupola, which was removed some time prior to the mid-1960s. The school is strikingly similar to another designed by Bowd in 1903, the Shiawassee Street School in Corunna, Michigan.

Following World War II, Lansing's population growth again led to school overcrowding. Enrollment at the Genesee Street School increased nearly fifty percent between 1945 and 1961, from 238 pupils to 340, though the school's official capacity was only 295 students. Only two full-time and one part-time teachers were added during the same time frame, and in 1961 the school's staff consisted of a principal, ten full-time teachers, one part-time teacher, a secretary, and a custodian. The school shared the services of a librarian and nurse with other schools in the district, as well as teachers in remedial reading and speech correction. In the summer of 1961, the school district acquired seven parcels adjacent to the school, totaling 0.6 acres of land, and in 1962 a 3,721 square foot addition was completed to the east of the original structure, bringing the school's capacity to 375 students. Designed by architect Charles V. Opdyke of Lansing, the single-story brick addition contains a gymnasium/multi-purpose room, kitchen, storage, and restrooms. The general construction contract for the addition was awarded to Bud Reniger Construction of Lansing for \$91,790. The mechanical contract was awarded to United Piping and Erecting Company for \$18,700 and the electrical contract to Lansing Electric Motors for \$6,635.

The Genesee Street School remained in public school use until it was closed by the school district at the end of the 1984 school year, due to declining inner city population and enrollment. After its closure, the building was occupied by a number of small non-profit organizations, most notably the Black Child and Family Institute, who leased the building from the school district from 1986 until 2012. The building was sold to a private developer in March of 2013.

The Genesee Street School has significance as one of the oldest public school buildings in Lansing, one of two of the oldest three that appears to retain adequate integrity. It is also significant as the last of its type built in the city. Following the construction of the Genesee Street School, "a new and more modern type of school architecture" was introduced, with buildings planned as units that could be expanded as needed without major remodeling of the original building (Aldinger, 29). Genesee, with its staircases in the center of the end walls rather than off to one side, could not have been expanded as easily as the next generation of schools. Genesee also differed from later Lansing schools in having a hip rather than flat roof. A tall roof with extensive timber framing like Genesee's was increasingly seen as both an unnecessary expense and a fire hazard to be avoided in the early twentieth century. Genesee seems to have been the last of the city public schools built with a tall timber frame roof structure. Nearly all city schools built in the coming years had flat roofs. After 1912, older school buildings were considered outmoded and replaced by new buildings rather than remodeled. Thus the Genesee Street School stands as one of the few remaining pre-World War I schools in Lansing.

Genesee Street School

Ingham Co., MI

Name of Property

County and State

9. Major Bibliographical References

Bibliography (Cite the books, articles, and other sources used in preparing this form.)

Aldinger, Frederick C. *History of the Lansing Public Schools, 1847-1944*. Lansing, MI: The Board of Education, 1944.

Brewer, Anna L. *The History and Growth of the Lansing Public Schools, Volume II: With Emphasis on Years 1944-1962*. Lansing, MI: Lansing School District, 1962.

Capitol Historic District Study Committee. *Capitol Historic District: Final Report*. Lansing, MI: Office of Planning and Neighborhood Development, 2001.

"Contract is Awarded to J. G. Gross and Co." *The State Journal* (Lansing, MI) 14 May 1912.

Eckert, Kathryn Bishop. *Buildings of Michigan*. New York, NY: Oxford University Press, 1993.

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Green, Charles R. *The Appraisal of Genesee Elementary School*. Lansing, MI: Charles R. Green Realty Co., 1986.

ICON architecture, inc., and Roy Strickland. *An Honor and an Ornament: Public School Buildings in Michigan*. Lansing, MI: State Historic Preservation Office, Michigan Department of History, Arts and Libraries, 2003.

Inglot, Sam. "The Empty Halls of the Lansing School District." *City Pulse* (Lansing, MI) 05 September 2012: 9-11.

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Lansing Historic District Study Committee. *Historic Lansing, Michigan, the Capital City: An Update to the Historic Lansing Memorandum of 1976*. Lansing, MI: City of Lansing, 2012.

"Contracts Let." *Michigan Contractor & Builder* (Detroit, MI) 17 February 1962.

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Oetzel, Terrell R. *Appraisal of Genesee Elementary School*. Lansing, MI: Terrell R. Oetzel, M.A.I., 1986.

Genesee Street School

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Remick, Edward L. *The History and Growth of the Lansing School District, Volume III: With Emphasis on Years 1962-1966*. Lansing, MI: Lansing School District, 1966.

"School House Plans Adopted." *The State Journal* (Lansing, MI) 7 March 1912.

"Veteran Architect is Death Victim." *The State Journal* (Lansing, MI) 18 July 1940.

<http://boards.ancestry.com/localities.northam.usa.states.michigan.counties.ingham/572/mb.ashx>

Previous documentation on file (NPS):

- ☐ preliminary determination of individual listing (36 CFR 67) has been requested
- ☐ previously listed in the National Register
- ☐ previously determined eligible by the National Register
- ☐ designated a National Historic Landmark
- ☐ recorded by Historic American Buildings Survey # _____
- ☐ recorded by Historic American Engineering Record # _____
- ☐ recorded by Historic American Landscape Survey # _____

Primary location of additional data:

- ☐ State Historic Preservation Office
 - ☐ Other State agency
 - ☐ Federal agency
 - ☐ Local government
 - ☐ University
 - ☒ Other
- Name of repository: Forest Parke Library and Archives

Historic Resources Survey Number (if assigned): _____

10. Geographical Data

Acres of Property 2.2 acres

Use either the UTM system or latitude/longitude coordinates

Genesee Street School

Ingham Co., MI

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Latitude/Longitude Coordinates

Datum if other than WGS84: _____

(enter coordinates to 6 decimal places)

1.Latitude: 42.738466

Longitude: -84.564126

2.Latitude:

Longitude:

3.Latitude:

Longitude:

4.Latitude:

Longitude:

Or

UTM References

Datum (indicated on USGS map):

NAD 1927 or

NAD 1983

1.Zone:

Easting:

Northing:

2.Zone:

Easting:

Northing:

3.Zone:

Easting:

Northing:

4.Zone:

Easting :

Northing:

Verbal Boundary Description (Describe the boundaries of the property.)

School grounds forming a rectangle bounded to the north by Genesee Street right-of-way and to the west by Butler Avenue right-of-way, with approximately 363 feet of frontage along Genesee and 264 feet of frontage along Butler. The east and south property lines deviate around residential ownerships.

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The boundary can also be described as the North 66 feet of the West 241.312 feet of Lot 3, and the North 66 feet of the West 99 feet of Lot 2 of Block 2 of Claypool Subdivision; and Lots 6, 7, 8, 9, 10, and 11 of Dodge and Daniel's Subdivision East of Butler Avenue, recorded in Liber 5, page 533 Ingham County Records.

Boundary Justification (Explain why the boundaries were selected.)

Entire grounds associated with the school.

11. Form Prepared By

name/title: Cassandra Nelson
organization: Preservation Lansing
street & number: 500 Fulton Place
city or town: Lansing state: MI zip code: 48915
e-mail: nelson.c@comcast.net
telephone: 517-242-4435
date: July 12, 2013

Additional Documentation

Submit the following items with the completed form:

- ☐ **Maps:** A USGS map or equivalent (7.5 or 15 minute series) indicating the property's location.
- ☐ **Sketch map** for historic districts and properties having large acreage or numerous resources. Key all photographs to this map.
- ☐ **Additional items:** (Check with the SHPO, TPO, or FPO for any additional items.)

Photographs

Submit clear and descriptive photographs. The size of each image must be 1600x1200 pixels (minimum), 3000x2000 preferred, at 300 ppi (pixels per inch) or larger. Key all photographs to the sketch map. Each photograph must be numbered and that number must correspond to the photograph number on the photo log. For simplicity, the name of the photographer, photo date, etc. may be listed once on the photograph log and doesn't need to be labeled on every photograph.

Genesee Street School

Ingham Co., MI

Name of Property

County and State

Photo Log

Name of Property: Genesee Street School

City or Vicinity: Lansing

County: Ingham

State: Michigan

Photographer: Penny Zago

Date Photographed: April 02, 2013

Description of Photograph(s) and number, include description of view indicating direction of camera:

- 1 of 14. N (front) facade, 1912 school
- 2 of 14. N (front) and W facades, 1912 school
- 3 of 14. S (rear) facade, 1912 school and 1962 addition
- 4 of 14. S (rear) and E facades, 1912 school
- 5 of 14. E facades, 1912 school and 1962 addition
- 6 of 14. N (front) facades, 1912 school and 1962 addition
- 7 of 14. N (front) and E facades, 1962 addition
- 8 of 14. Assembly room, 1912 school, showing stage, facing W
- 9 of 14. Assembly room, 1912 school, showing blackboards and trim, facing E
- 10 of 14. Assembly room, 1912 school, showing blackboards, doors, and transom, facing N
- 11 of 14. Kindergarten room, 1912 school, facing SE
- 12 of 14. Kindergarten room, 1912 school, showing fireplace and door, facing E
- 13 of 14. Kindergarten room, 1912 school, facing NW
- 14 of 14. Gymnasium, 1962 addition, facing S

Paperwork Reduction Act Statement: This information is being collected for applications to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C. 460 et seq.).

Estimated Burden Statement: Public reporting burden for this form is estimated to average 100 hours per response including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding

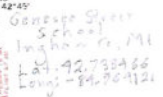
Genesee Street School

Ingham Co., MI

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this burden estimate or any aspect of this form to the Office of Planning and Performance Management, U.S. Dept. of the Interior,
1849 C. Street, NW, Washington, DC.



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AMS 4500 H HE-SENER V002











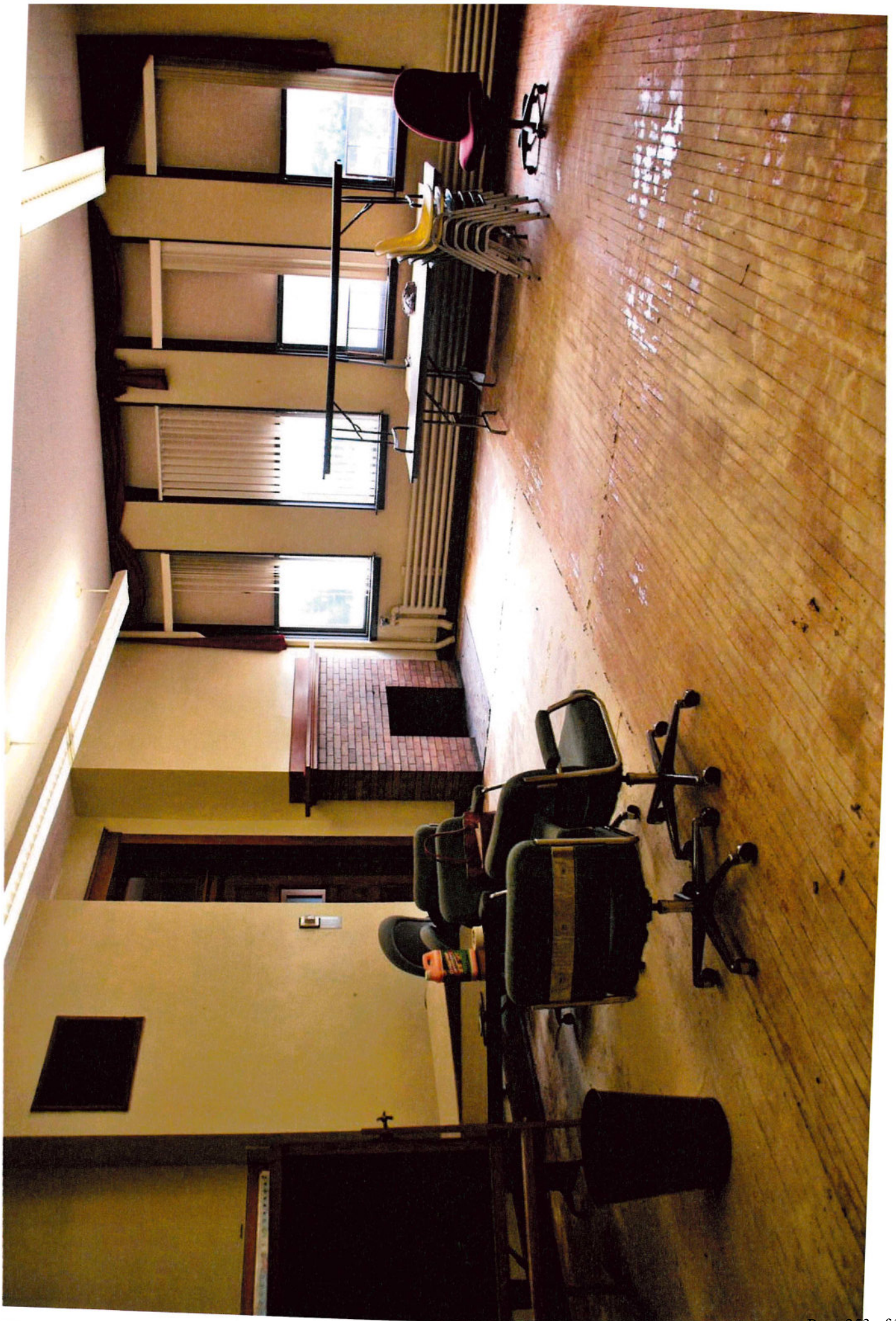


















UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

NATIONAL REGISTER OF HISTORIC PLACES
EVALUATION/RETURN SHEET

REQUESTED ACTION: NOMINATION

PROPERTY Genesee Street School
NAME:

MULTIPLE
NAME:

STATE & COUNTY: MICHIGAN, Ingham

DATE RECEIVED: 2/18/14 DATE OF PENDING LIST: 3/18/14
DATE OF 16TH DAY: 4/02/14 DATE OF 45TH DAY: 4/06/14
DATE OF WEEKLY LIST:

REFERENCE NUMBER: 14000124

REASONS FOR REVIEW:

APPEAL: N DATA PROBLEM: N LANDSCAPE: N LESS THAN 50 YEARS: N
OTHER: N PDIL: N PERIOD: N PROGRAM UNAPPROVED: N
REQUEST: N SAMPLE: N SLR DRAFT: N NATIONAL: N

COMMENT WAIVER: N

☒ ACCEPT ☐ RETURN ☐ REJECT 4.7.14 DATE

ABSTRACT/SUMMARY COMMENTS:

Entered in
The National Register
of
Historic Places

RECOM./CRITERIA _____

REVIEWER _____ DISCIPLINE _____

TELEPHONE _____ DATE _____

DOCUMENTATION see attached comments Y/N see attached SLR Y/N

If a nomination is returned to the nominating authority, the nomination is no longer under consideration by the NPS.

RECEIVED
JAN 22 2014

Certified Local Government
National Register Nomination Review Report

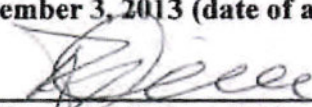
Michigan State Housing Development Authority
State Historic Preservation Office

Name of Property: **Genesee Street School**
Address: **835 West Genesee Street, Lansing**
Owner: **MI Placemakers, Inc., c/o Tim Hunnicutt, 835 W. Genesee St., Lansing 48915**
Date completed nomination approved by the SHPO: **December 2, 2013**

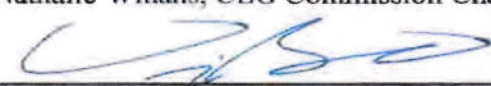
The CLG agrees with the SHPO to expedite the review period for this nomination.

YES **December 3, 2013 (date of agreement)**

NO _____


Nathalie Winans, CLG Commission Chairperson

12/16/13.
Date


Virg Bernero, Mayor, City of Lansing

Date

Date(s) of commission meeting(s) when nomination was reviewed: **December 9, 2013**

Date of written notice to property owner of commission meeting: **None, however, there has been ongoing coordination with the property owner.**

The CLG provided the following opportunities for public participation in the review of this nomination:

The Commission discussed this nomination at eight (8) regular Historic District Commission meetings beginning on January 14, 2013.

Were any written comments received by the CLG? YES NO **XX** (Please submit copies with this report.)

Was the nomination form distributed to CLG Commission members? YES **XX** NO _____

Was a site visit made to the property by CLG Commission members? YES **XX** NO _____
If yes, when? **October 24, 2012, at a Preservation Lansing awards ceremony.**

Did the CLG seek assistance of the Michigan Historical Center in evaluating the eligibility of this property for the National Register? YES **XX** NO _____

VERIFICATION of Professional Qualifications of Commission in accordance with 36 CFR 61, Appendix 1, of Michigan's Certified Local Government Program.

List those commission members who meet the 36 CFR 61 qualifications required to review this type of resource.

Cassandra Nelson

Was an outside consultant used? YES ☐ NO ☒

If yes, provide the name and list the 36 CFR 61 qualifications the person meets:

Work performed by Cassandra Nelson, Lansing Historic District Commission member. She has a Masters Degree in Historic Preservation at Eastern Michigan University, and three years experience conducting historic preservation studies with the Michigan Department of Transportation.

The CLG Commission finds that the property meets the following national register criteria of significance:

YES ☒ NO ☐

The CLG Commission finds that the property meets the national register standards of integrity.

YES ☒ NO ☐

Recommendation of CLG Commission:

APPROVAL ☒

DENIAL ☐ (specify reasons on a separate sheet of paper)



Virg Bernero, Mayor, City of Lansing

Date

Date of transmittal of this report to MHC/SHPO _____

Date of receipt of this report by MHC/SHPO _____



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
STATE HISTORIC PRESERVATION OFFICE

SCOTT WOOSLEY
EXECUTIVE DIRECTOR



February 7, 2014

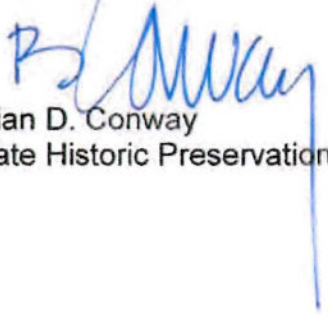
Mr. J. Paul Loether, Chief
National Register of Historic Places
National Park Service
1201 Eye Street, NW, 8th Floor
Washington, DC 20005

Dear Mr. Loether:

Enclosed is a national register nomination form for the Genesee Street School in Lansing, Ingham County, Michigan. This property is being submitted for listing in the national register. Grand Rapids is a Certified Local Government. We have enclosed a copy of the review report form providing the city's approval of this nomination. No other written comments concerning this nomination were submitted to us prior to the submission of the nomination to you.

Questions concerning this nomination should be addressed to Robert O. Christensen, national register coordinator, by phone at 517/335-2719 or email at christensenr@michigan.gov.

Sincerely yours,


Brian D. Conway
State Historic Preservation Officer

State Historic Preservation Office
Michigan Library and Historical Center • 702 West Kalamazoo Street • P.O. Box 30740 Lansing, Michigan 48909-8240
michigan.gov/shpo • 517.373.1630 • FAX 517.335.0348 • TTY 800.382.4568



RESOLUTION #2024-

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Lansing that a public hearing be set for Monday, _____, 2024. in City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, for the purpose of supporting and/or opposing the Ordinance establishing a Payment in Lieu of Taxes (PILOT) for Genesee Senior Apartments, located at 835 West Genesee Street in Lansing.

Genesee Senior Apartments

835 W. Genesee Street, Lansing, MI 48915

Committee on Development and Planning
Payment in Lieu of Taxes (PILOT)

July 24, 2024



VÖLKER
DEVELOPMENT INC

RDL
ARCHITECTS

*Submitted
@ Mtg.*

Equity First Community Development LLC & Volker Development Inc.

Equity First Community Development, LLC (Equity First) is 100% minority-owned company from Lansing and has created a formal, long-term relationship with Volker Development Inc. (Volker) who will shepherd and mentor Equity First through all aspects of the affordable housing development process through the development of the Genesee Senior Apartments Project.

The development includes a strategic partnership with a focus on the following plans and goals:

- Boost Michigan's statewide development capacity – Equity First has gained, and will continue to gain, significant experience in the development and operations of affordable housing development work through the Genesee Senior Project.
- Connection to the local Lansing community and population – As a native and current resident of Lansing, Equity First's, Tim Lloyd is a small business owner with existing non-profit, political and business relationships throughout Ingham County and the State of Michigan.
- Volker experience – With 20+ years of developing affordable housing throughout the United States, Volker brings the experience and financial capacity to fund pre-development costs and the ability overcome unexpected challenges that housing development can bring.

Project Details – Genesee Senior Apartments

- Project scope involves the historic adaptive reuse of the former Genesee Street School into twenty-two (22) units and the new construction of a thirty-two (32) unit, three-story elevator-serviced building.
- Total Unit Configuration: Fifty-Four (54) Total Units (36 one-bedroom units and 18 two-bedroom units)
- The Project will serve seniors aged 55 and older who have incomes between 30% & 70% AMI.
 - 2024 HUD Income Limits
 - One person - \$19,410 - \$45,290
 - Two Person - \$22,170 - \$51,730
- Residents will be connected to supportive and community-based services through an experienced service coordinator
- Amenities include a community room with kitchenette, in-unit washers and dryers (all units), dishwashers (all units) and enhanced site and building security.

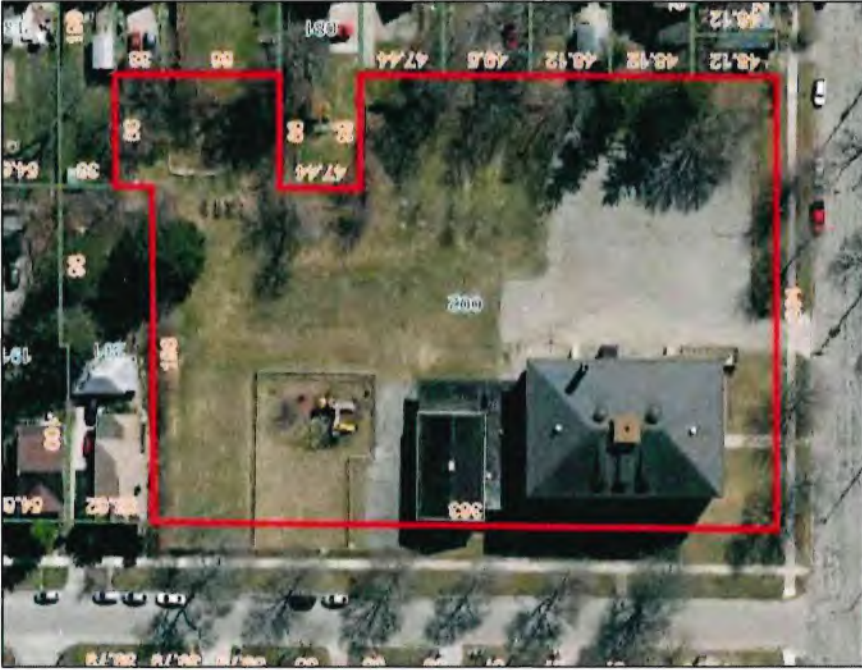
Project Details – Genesee Senior Apartments

- **Financing** – The development team will apply for and secure 9% affordable housing tax credits through the Michigan State Housing Development Authority (MSHDA) in the October 2024 funding round. Additionally, the Project will utilize Federal Historic Tax Credits for the renovation portion.
- **Brief History of the School Building**– The original school portion was constructed in 1912, with an addition being added in 1962. The school served as a public-school building for the City of Lansing from 1912 to 1984. Designed by prominent Lansing Architect, Edwyn Bowd, the school building is considered one the oldest remaining schools in the City of Lansing. Bowd designed several important buildings in the City, including Lansing City Hall (1897) and Lansing's Carnegie Library (1903). Following the school's closure in the 1980's, ownership changed hands several times and most recently, market rate developers had plans to build units in the vacant school building that never materialized.
- **Historic Renovation** – In February of 2014, the School building was entered into the National Register of Historic Places by the US Department of Interior's, National Park Service. The renovation of the School Building will be overseen by the NPS and will conform to their standards. Additionally, the new construction portion will complement the historic structure through massing and material selections.

Development Team Members

- Co-Developer/Co-Owner – Equity First Community Development LLC (Lansing, Michigan)
- Co-Developer/Co-Owner - Volker Development Inc.
- Property Manager – Volker Management
- Architect – RDL Architects, Inc.
- General Contractor – To-Be-Determined (Local-Michigan Based)

Project Site Aerial – 835 W. Genesee St.



SITE DATA:		
ZONING	R-AR, RESIDENTIAL ADAPTIVE REUSE	
USE	SENIOR RESIDENTIAL APARTMENTS ADAPTIVE REUSE + NEW CONSTRUCTION	
ACREAGE	± 2.17-AC (94,351-SF)	
UNIT COUNT	56 UNITS	36 ONE-BEDROOMS 16 TWO-BEDROOMS

	REQUIRED	PROVIDED
MIN LOT SIZE	1,300-SF/1-BED 1,500-SF/2-BED	46,800-SF 27,000-SF 73,600-SF REQ
FRONT YARD SETBACK	EST. SETBACK OF FRONTAGE AT BLOCK	ALIGNED WITH EXIST. BUILDING
REAR YARD SETBACK	BLDG HT = 35'	35'
SIDE YARD SETBACK	BLDG HT = 35'	35'
BUILDING HEIGHT (NEW CONSTRUCTION)	35' OR EQUAL TO HT OF EXIST. BLDG	35'
OFF-STREET PARKING RESIDENTIAL, ELDERLY	1 SPACE/UNIT + .25 SPACES	54 SPACES 14 SPACES 68 SPACES
DRIVE AISLE WIDTH	24'	24'
PARKING STALL	9'x18'	9'x18'

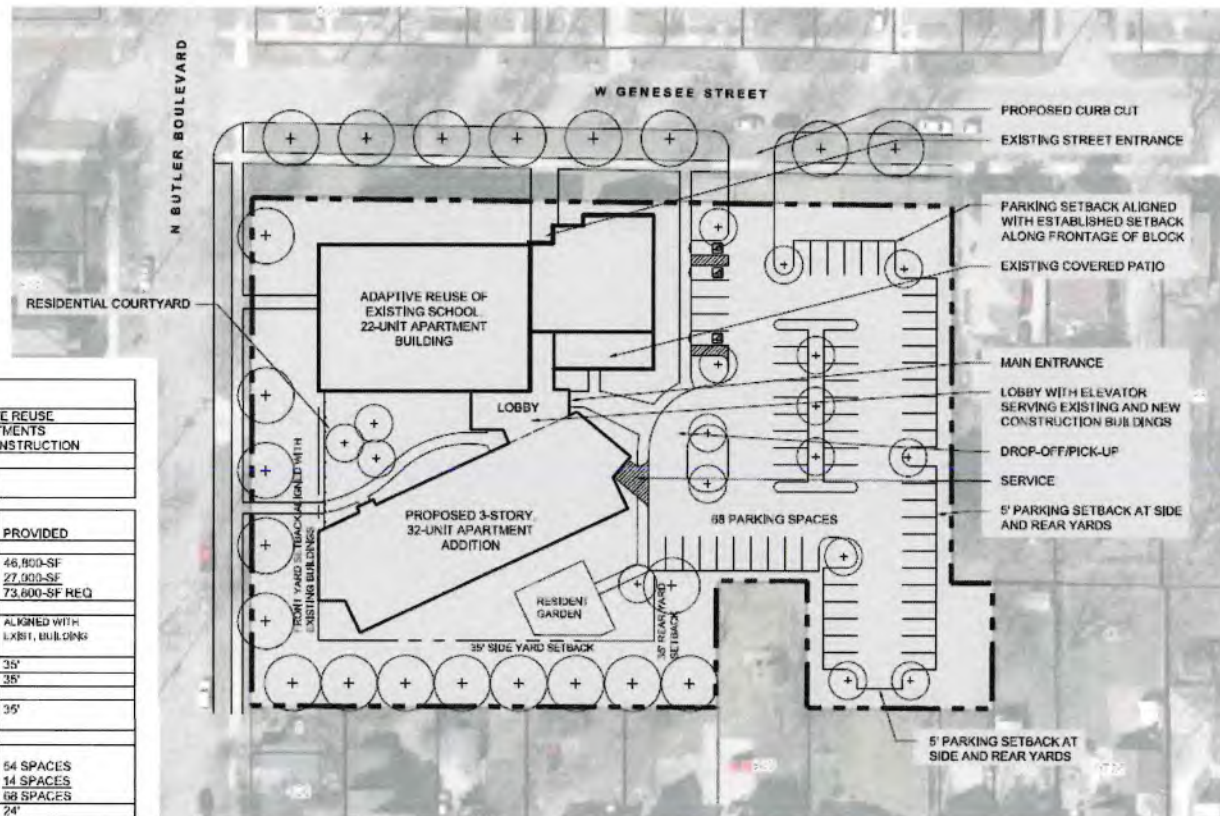
This map shows the location of the subject property and its relationship to the surrounding streets and other features. It is not intended to show the location of the subject property relative to the surrounding streets and other features. It is not intended to show the location of the subject property relative to the surrounding streets and other features. It is not intended to show the location of the subject property relative to the surrounding streets and other features.

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PROPOSED SITE PLAN

SCALE: 1" = 50'-0"

0 25 50'



October 14, 2021 rdl architects volker architects © 2021

Lansing Brownfield Redevelopment Authority



Lansing Brownfield Redevelopment Authority
NEOGEN Lansing Expansion
Brownfield Redevelopment Project

Brownfield Plan #81 Amendment No. 1

720 E. Shiawassee Street and 703 E. Michigan Avenue
Lansing, Michigan 48912

PREPARED BY:

Triterra
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Lansing, Michigan 48910
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REVIEWED BY:

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Brownfield Plan approved by the LBRA on June 10, 2022
Adopted by the Lansing City Council on July 18, 2022
First Amendment approved by the LBRA on July 12, 2024
Adopted by the Lansing City Council on _____

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- Attachment B: EGLE BEA Acknowledgement Letter

1. Project Summary Sheet

The purpose of this Brownfield Plan Amendment (the “Amendment”) is to 1) update the definition of the eligible property to include the entirety of the parcels located at 720 E Shiawassee Street (33-01-01-15-151-272) and 703 E Michigan Avenue (33-01-01-15-151-003), (herein referred to as the “Property” or “eligible property”), 2) update/realign eligible activity costs based on current redevelopment plans at both parcels within the property, and 3) adjust the proposed tax increment revenue (TIR) capture schedule based on the current/future eligible costs and taxable value for the eligible property.

Project Name: NEOGEN Lansing Expansion Brownfield (Phase I and Phase II) Redevelopment Project (the “Project”)

Developer: NEOGEN Properties IX, LLC (the “Developer”)
620 Leshar Place
Lansing, MI 48912

Property Location: 720 E. Shiawassee Street (33-01-01-15-151-273) and 703 E. Michigan Avenue (33-01-01-15-151-003) located in Lansing, Michigan 48906 (the “Property”).

Type of Eligible Property: “Facility” and “Adjacent and Contiguous”

Project Description: Phase I of the NEOGEN Lansing Expansion Project is currently underway on the northern 2.568-acre portion of the Property and includes a new three-story manufacturing and research building comprising 176,000 gross square feet, including a 23,000 square foot high-bay production space, on the eligible property. NEOGEN is in the process of consolidating and expanding its manufacturing operations, Research & Development operations, and its headquarters. The proposed Phase II of their expansion includes the demolition of the Herbert Building at 720 E. Shiawassee and construction of a new 35,000 square foot manufacturing and research space, acquisition of the parcel located at 703 E. Michigan Ave. and renovation of its existing building for facilities and production support, and construction of a 4,700 square foot extension of the manufacturing building currently under construction under Phase I. This project is vital to the planned

expansion and consolidation. NEOGEN estimates 115 new, full-time equivalent jobs as part of its current expansion plan.

To support Phase I of the Expansion Project, Brownfield Plan (Brownfield Plan #81) was adopted by the City of Lansing on July 18, 2022. In Plan #81, Phase I total private investment was projected to be \$71.5 million of which \$5 million would be used to pay for brownfield costs necessary to prepare the site for development. The Plan, as previously approved, would use the new property taxes generated by the \$71.5 million investment to reimburse NEOGEN for the \$5 million in extraordinary brownfield costs. Phase I also was expected to create 60 new jobs in Lansing.

Since the approval of Brownfield Plan #81 the project has increased in scope and size causing total estimated Phase I private investment and brownfield costs to increase to \$169.8 million and \$6.2 million, respectively.

Concurrently to construction of Phase I, the planning, designing, and budgeting for Phase II has been completed with an estimated \$38.2 million of additional private investment of which \$2.4 million represents additional brownfield costs. Phase II will also result in an additional 55 new jobs in Lansing.

Thus, to accommodate the increase in the scope of Phase I plus the addition of Phase II, Plan #83 needs to be amended.

The amendment of Plan #83 will result in a grand total of \$208 million of private investment and the creation 115 new jobs in Lansing. The increase in total private investment from both phases of the expansion project will generate additional new property taxes to both reimburse Neogen and create an immediate pass through increase in taxes to all taxing units included the City of Lansing.

The larger private investment also makes the life of the brownfield plan shorter from 10 to 9 years. After the plan expires and additional \$2.1 million of property taxes will be shared proportionately each year among all taxing units

Total Capital Investment:

Property and Building Improvements and Personal Property Investment is estimated at \$208,000,000 (not including acquisition) of which there is \$8,655,302 in eligible activities associated with the proposed Project.

Estimated Job

Creation/Retention: The completed project will create 115 new jobs ranging from \$15.00 – 27.00/hour.

Duration of Plan: 10 years (9 years of capture starting in 2024)

Total New Taxes Generated by Development for the Duration (10 years) of the Brownfield Plan: \$12,293,796		% of New Taxes
Uses		
Portion Captured by LBRA to Reimburse Developer and City	\$8,655,302	70.4%
Passed Through to: (Debt Millage, 10% Local Millage, 10% State School and State Education Tax)	\$2,568,159	20.9%
Portion Captured for LBRA Plan Administration / Local Brownfield Revolving Fund (LBRF) (10% of available Local TIR*)	\$766,101	6.2%
Portion Passed Through to State Brownfield Revolving Fund	\$304,233	2.5%
TOTAL NEW TAXES GENERATED	\$12,293,796	100%

*TIR = tax increment revenue

2. Purpose of Amendment 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. A Brownfield Plan (Brownfield Plan #81) was adopted by the City of Lansing on July 18, 2022; The purpose of this Amendment, to be implemented by the LBRA, is 1) update the definition of the eligible property to include the parcels located at 720 E Shiawassee Street (33-01-01-15-151-272) and 703 E Michigan Avenue (33-01-01-15-151-003), 2) update/realign eligible activity costs based on costs incurred to date and future costs associated with the redevelopment of the additional parcels, and 3) adjust the proposed tax increment revenue (TIR) capture schedule based on the current/future eligible costs and taxable value for the eligible property.

The Amendment will allow the LBRA to use tax increment financing to reimburse **NEOGEN Properties IX, LLC** (the “Developer”) for the costs of eligible activities required to redevelop the eligible property located at 720 E. Shiawassee Street and 703 E. Michigan Avenue in the City of Lansing, Michigan. 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
720 E. Shiawassee Street	33-01-01-15-151-273	Facility
703 E. Michigan Avenue	33-01-01-15-151-003	Adjacent and Contiguous

The Property is located within the boundaries of the City of Lansing and is surrounded by commercial property and thoroughfares. Property layout and boundaries are depicted in Figure 2. The legal descriptions of the Property are included in Attachment A.

The Property consists of a total of approximately 8.90-acres and is comprised of two adjacent and contiguous parcels. Six buildings exist on the northern parcel of the Property. One building exists on the southern parcel. The remainder of the Property is comprised of paved parking. The buildings on the northern parcel are currently owned and operated by Neogen, including the new manufacturing and research building. The building on the southern parcel is currently owned by Sparrow Hospital, with plans for Neogen to acquire after approval of this amendment.

The northern parcel of the Property was a rail/coal yard from at least 1913 until approximately 1981. During that time up to three rail lines, five rail spurs, six coal storage buildings, two office buildings, a garage, a scale, two above ground oil tanks, and various sheds/outbuildings existed on the Property. The Property has been used as a parking lot since approximately 1994. The existing storage building on the Property was constructed in approximately 1998.

Environmental subsurface investigation activities conducted in September and October 2021 included a geophysical survey, the excavation of a test pit, and the advancement of sixteen (16) soil borings on the subject property. The investigation identified a 1,200-gallon underground storage tank (UST) at the northern end of the Property. The soil borings were advanced to depths of 2.5 to 20.0 feet below ground surface and were located adjacent to the UST and throughout the subject Property. The soil boring and sample locations are depicted in Figure 3.

The UST was removed from the site on October 26, 2021. Various holes were observed on the tank bottom and side walls and visual evidence of petroleum contamination was observed within surrounding soils. Approximately 39 yards of impacted soil was removed from the property by the property owner at that time, Edward W. Sparrow Hospital Association (Sparrow Hospital), and the soils were transported to Granger Waste Services for disposal.

Soil contamination at the Property contains petroleum parameters adjacent to the former UST location and naphthalene and mercury various locations within urban fill material at concentrations above Part 201 Residential Generic Cleanup Criteria (GCC). Triterra's soil and groundwater sample results are summarized in Table 1 and Table 2 respectively. Soil Boring locations and analytical result exceedances are depicted in Figure 3.

The history of the southern parcel of the Property is currently unknown. Included in eligible activity costs is a Phase I Environmental Site Assessment to be conducted on the parcel.

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); (c) the parcel located at 720 E. Shiawassee Street is a "facility" as the term is defined by Part 201 of Michigan's Natural Resources and Environmental Protection Act ("NREPA"), P.A. 451 of 1994, as amended; and (d) the parcel located at 703 E. Michigan Avenue is adjacent and contiguous to the "facility" parcel and development of the adjacent and contiguous parcel is estimated to increase the captured taxable value of the "facility" parcel.

3. Brownfield Project Description

With over 600 employees now residing within its Lansing campus, NEOGEN's growth continues. They are currently in the process of consolidation and expansion of their manufacturing operations, R&D, and headquarters. The result of this expansion will create a world class manufacturing operation which will emphasize and showcase high tech manufacturing and R&D operations. The expansion plan includes both retaining NEOGEN's current employment base along with continued employment growth.

The entire 8.90-acre Property will be redeveloped to include the construction of a new three-story manufacturing and research building comprising 176,000 gross square feet, including a 23,000 square foot high-bay production space, on the eligible property. The demolition of the Herbert Building at 720 E. Shiawassee and construction of a new 35,000 square foot manufacturing and research space, acquisition of the south parcel and renovation of the existing building at 703 E. Michigan Ave., for facilities and production support and construction of a 4,700 square foot building to house Ethylene Oxide (ETO). This project is vital to the planned expansion and consolidation project.

Total capital investment is estimated at \$208,000,000, not including acquisition. This Project will result in the creation of 115 new FTE jobs. New jobs will include laborers, skilled manufacturers, quality control professionals, research & development resource technicians, supervisors and managers with salaries ranging from \$15.00 – 27.00/hour. The Project is also projected to create/leverage over 100 temporary construction related jobs.

4. Developer Eligible Activities

The Developer will fund the improvements being made to the site including the public infrastructure improvements. Once the development project is complete a portion of the resulting increase in Property taxes will be used to reimburse the Developer and the City for their brownfield costs to redevelop 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 EGLE pre-approved activities, EGLE department specific activities, asbestos and lead survey activities, demolition, site preparation, infrastructure improvements, and preparation and implementation of a Brownfield Plan and Act 381 Work Plan and Amendment. EGLE pre-approved activities and a portion of department specific activities were conducted by the City of Lansing through the LBRA, therefore, the applicable portion of LBRA costs will be reimbursed back to the LBRA under this Brownfield Plan Amendment. The breakdown of costs between the Developer and City are provided on Table 1. Brownfield Eligible Activities.

The costs of eligible activities included in this Amendment can 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 Amendment and the terms of a Reimbursement Agreement between the Developer and the Authority (the “Reimbursement Agreement”). The total estimated eligible activity costs estimated for Developer reimbursement is \$8,655,302.

Brownfield Plan #81, Amendment No. 1
NEOGEN Lansing Expansion Brownfield Redevelopment Project
July 8, 2024

Summary of Eligible Activities		Split of Costs between NEOGEN and the LBRA	
		NEOGEN	LBRA
EGLE Eligible Activities	Cost		
Pre-Approved Activities	\$103,900	\$80,950	\$22,950
Department Specific Activities	\$3,073,312	\$3,068,262	\$5,050
Total Environmental Eligible Activities	\$3,177,212	\$3,149,212	\$28,000
MSF Eligible Activities	Cost		
Asbestos and Lead Activities	\$93,750	\$93,000	\$750
Demolition	\$914,760	\$914,760	
Site Preparation	\$3,895,885	\$3,895,885	
Infrastructure Improvements	\$155,300	\$155,300	
Total Non-Environmental Eligible Activities	\$5,059,695	\$5,058,945	\$750
Contingency (15%) *	\$374,895	\$374,895	
Brownfield Plan & Act 381 Work Plan Preparation Phase I	\$22,500	\$22,500	
Brownfield Plan & Act 381 Work Plan Preparation Amendment 1	\$9,500	\$9,500	
Brownfield Plan & Act 381 Work Plan Implementation	\$6,500	\$6,500	
Brownfield Plan Application Fee	\$5,000	\$5,000	
Total Eligible Cost for Reimbursement	\$8,655,302	\$8,626,552	\$28,750

* Pre-Approved Activities, UST Removal, Asbestos/Lead Surveys, Brownfield Plan and Act 381 Work Plan preparation, including Amendment, 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.

If the state approves an Act 381 Workplan with less state tax capture than what was in the Amendment approved by the City, the not to exceed amount of local capture in the Amendment will automatically 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 Amendment can 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, 2029.

The taxable value of the Property according to the city assessor was \$3,203,281 which is the initial taxable value for this Amendment. The new, stabilized, projected taxable value for 2027 was estimated at \$29,658,000. 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 2024 through 2032 to reimburse the Developer and the LBRA for the cost of eligible activities, pay for the LBRA's administration of the Plan/Amendment and make deposits into the LBRA's Local Brownfield Revolving Fund (LBRF). This Amendment will pass through 10% of new local and state taxes per year for the local and state taxing jurisdictions. Additionally, 10% of available local TIR will be captured for the duration of the Amendment for deposit into the LBRA's Local Brownfield Revolving Fund (LBRF) and/or LBRA Administration costs.

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 Amendment 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 Amendment.

The inclusion of eligible activities and estimates of cost to be reimbursed in this Amendment 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 Amendment. Annually, the LBRA will capture 10% of the available new local taxes for LBRA Plan/Amendment administration and/or deposits into the LBRF.

7. Amount of Note or Bonded Indebtedness Incurred

None.

8. Duration of the Brownfield Plan

The duration of this Amendment shall not exceed 9 years total tax capture after the first year of tax capture anticipated as 2024.

9. Estimated Impact on Taxing Jurisdictions

The table on the following page presents a summary of the new tax revenues generated by the taxing jurisdictions whose millage is subject to capture by the LBRA under this Amendment. These are estimations based on the commercial components of the proposed redevelopment.

Projected Impact to Taxing Jurisdictions			
Taxing Unit	New Taxes to Taxing Units*	New Taxes for BRA Administration, LBRF Deposits and Developer Reimbursement	Total New Taxes
School Operating	\$255,728	\$1,513,673	\$1,769,402
State Education Tax (SET)	\$57,517	\$550,950	\$608,467
Lansing Oper	\$347,172	\$3,124,550	\$3,471,722
Ingham County Sum	\$121,094	\$1,089,847	\$1,210,942
Ingham County	\$80,914	\$728,226	\$809,140
Ingham Intermed	\$88,182	\$793,642	\$881,825
Lansing Comm College	\$67,313	\$605,815	\$673,128
CATA	\$53,388	\$480,496	\$533,884
Lansing Sch Sink	\$52,817	\$475,353	\$528,170
CADL-Library	\$27,859	\$250,735	\$278,595
Airport Auth	\$12,483	\$112,349	\$124,832
Montgomery Drain	\$46,432		\$46,432
Public Safety	\$625,053		\$625,053
Lansing School Debt	\$732,205		\$732,205
Total	\$2,568,159 (20.89%)	\$9,725,637 (79.11%)	\$12,293,796 (100%)

* Increased by investment, but not captured by the LBRA

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 described below and provided in Attachment A.

LEGAL DESCRIPTIONS

720 E. Shiawassee Street (33-01-01-15-151-273):

BEGINNING AT THE NORTHWEST CORNER OF LOT 10 ASSESSOR'S PLAT NO. 5 BEING A SUBDIVISION ON PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15 TOWN 4 NORTH RANGE 2 WEST CITY OF LANSING INGHAM COUNTY MICHIGAN THENCE S89DEG46'25"E ALONG THE NORTH LINE OF 8, 9 AND 10 OF SAID ASSESSOR'S PLAT NO. 5 ALSO BEING THE SOUTH RIGHT OF WAYLINE OF SHIAWASSEE STREET 206.25 FEET TO THE NORTHEAST CORNER OF SAID LOT 8, THENCE S0DEG24'35"W ALONG SAID EAST LINE OF LOT 8 A DISTANCE OF 155.75 FEET, THENCE N89DEG46'25"W 6.45 FEET THENCE S0DEG24'35"W PARALLEL WITH THE EAST LINE OF SAID LOT 8 A DISTANCE OF 100.00 FEET TO THE SOUTH LINE OF SAID LOT 8 THENCE S1DEG13'20"E 123.30 FEET, THENCE SOUTHEASTERLY 130.83 FEET ALONG THE ARC OF A 239 FOOT RADIUS CURVE TO THE RIGHT THE LONG CHORD OF SAID CURVE BEARING S16DEG27'14"E 129.2 FEET, THENCE SOUTHEASTERLY 102.96 FEET ALONG THE ARC OF A 258 FOOT RADIUS CURVE TO THE LEFT THE LONG CHORD OF SAID CURVE BEARING S20DEG43'01"E 102.29 FEET THENCE N89DEG35'10"W 228.05 FEET TO THE EASTERLY RIGHT OF WAY LINE OF CSX RAIL ROAD THENCE N0DEG24'35"E ALONG SAID EASTERLY RIGHT OF WAY LINE 341.75 FEET TO THE SOUTH LINE OF SAID ASSESSOR'S PLAT NO. 5 THENCE N89DEG46'25"W ALONG THE SOUTH LINE OF SAID ASSESSOR'S PLAT NO. 5 A DISTANCE OF 46.5 FEET TO THE WEST LINE OF SAID SECTION 15 THENCE N0DEG24'35"E ALONG SAID WEST LINE OF SECTION 15 A DISTANCE OF 255.75 FEET TO THE POINT OF BEGINNING. CONTAINING 2.568 ACRES MORE OR LESS INCLUSIVE OF THE LAND CONTAINED WITH EASEMENT TO CSX RAILROAD AS RECORDED IN LIBER 1668 PAGE 727-753. AREA OF THE ABOVE DESCRIBED EASEMENT IS 0.242 OF AN ACRE NET AREA WITHOUT RAILROAD EASEMENT 2.326 ACRES SUBJECT TO ALL EASEMENTS OF RECORD AND UNRECORDED THE BASIS OF BEARING FOR THIS SURVEY ASSUMES THE WEST LINE OF SECTION 15 TO BEAR N0DEG24'35"W FROM MICHIGAN STATE PLAN COORDINATES DERIVED FROM GPS FIELD OBSERVATION LOT 8 EXC E 6.45 FT OF S 100 FT, ALSO LOTS 9 & 10 ASSESSOR'S PLAT NO 5, ALSO COM ON N LINE MICHIGAN AVE 46.5 FT E OF W LINE SEC 15, TH N 00DEG 11MIN 15SCD E 976.18 FT TO S LINE ASSESSOR'S PLAT NO 5, E ON SAID LINE 153 FT +/- TO C/L OF RAIL ROAD SPUR TRACK, S ON SAID C/L 123.2 FT, SE'LY 130.77 FT ON A 239 FT RAD CURVE TO LT CHORD BEARING S 16DEG 12MIN 45SCD E 129.2 FT, SE'LY 102.32 FT ON 258 FT RAD CURVE TO RT CHORD BEARING S 20DEG 29MIN 14SCD E 101.65 FT, E 11.06 FT, S 00DEG 12MIN W 194.4 FT, S 08 DEG 16MIN E 19.47 FT, N 89DEG 48MIN 45SCD W 92.25 FT, S 00DEG 11MIN 15SCD W 431.89 FT, S 89DEG 32MIN 30SCD W 145.8 FT TO BEG; SEC 15 T4N

R2W AND LOTS 4, 5, 6, 7, 11, 12 & E 6.45 FT OF S 100 FT LOT 8 ASSESSORS PLAT NO 5, ALSO W 41.25 FT LOT 12 JEROMES ADD, ALSO COM SW COR SAID LOT, TH S 192 FT, W 140.01 FT, N 12.7 FT, W 11.06 FT TO C/L RAILROAD SPUR TRACK, NW'LY ON C/L 102.32 FT ALONG A 258 FT RAD CURVE TO THE LT CHORD BEARING N 20 DEG 29MIN 14SCD W 101.65 FT, N'LY ON C/L 130.77 FT ALONG 239 FT RAD CURVE TO THE RT CHORD BEARING N 16DEG 12MIN 45SCD W 129.2 FT, N 123.2 FT TO S LINE ASSESSORS PLAT NO 5, E TO NW COR LOT 12 JEROMES ADD, S TO BEG ALSO WITH A PARCEL OF LAND SPLIT/COMBINED ON 02/07/2023 FROM 33-01-01-15-151-271, 33-01-01-15-151-241, 33-01-01-15-151-253, 33-01-01-15-151-261; SPLIT ON 08/23/2023 WITH 33-01-01-15-151-272 & 33-01-01-15-151-004 INTO 33-01-01-15-151-273

703 E. Michigan Avenue (33-01-01-15-151-003):

PART OF SOUHWEST 1/4 OF THE NORTHWEST 1/4, OF SECTION TOWN 4 NORTH, RANGE 2WEST CITY OF LANSING, INGHAM COUNTYM MICHIGAN MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF MICHIGAN AVENUE AND A PARALLEL WITH AND 46.5 FEET EAST FROM THE WEST LINE OF SAID SECTION 15, THENCE N0DEG24'35"E 634.03 FEET, THENCE S 89DEG35'10"E 239.05 FEET , THENCE S0DEG43'38"W181.70 FEET, THENCE S7DEG44'37"E 19.47 FEET,THENCE N 89DEG17'22"W 92.25 FEET THENCE S0DEG42'38"W 432.39 FEET TO THE NORHT LINE OF MICHIGAN AVENUE, THENCE S89DEG59'55"W ON SAID NORTH LINE 146.23 FEET TO POINT OF BEGINNING. LOT 8 EXC E 6.45 FT OF S 100 FT, ALSO LOTS 9 & 10 ASSESSORS PLAT NO 5, ALSO COM ON N LINE MICHIGAN AVE 46.5 FT E OF W LINE SEC 15, TH N 00DEG 11MIN 15SCD E 976.18 FT TO S LINE ASSESSORS PLAT NO 5, E ON SAID LINE 153 FT +/- TO C/L OF RAIL ROAD SPUR TRACK, S ON SAID C/L 123.2 FT, SE'LY 130.77 FT ON A 239 FT RAD CURVE TO LT CHORD BEARING S 16DEG 12MIN 45SCD E 129.2 FT, SE'LY 102.32 FT ON 258 FT RAD CURVE TO RT CHORD BEARING S 20DEG 29MIN 14SCD E 101.65 FT, E 11.06 FT, S 00DEG 12MIN W 194.4 FT, S 08 DEG 16MIN E 19.47 FT, N 89DEG 48MIN 45SCD W 92.25 FT, S 00DEG 11MIN 15SCD W 431.89 FT, S 89DEG 32MIN 30SCD W 145.8 FT TO BEG; SEC 15 T4N R2W SPLIT/COMBINED ON 01/10/2022 FROM 33-01-01-15-151-002;

11. Personal Property

Due to Personal Property exemptions, this Amendment will not capture incremental tax revenues resulting from personal.

12. Displacement of Persons

No persons will be displaced as a result of this Project.

13. Local Brownfield Revolving Fund

The LBRA will capture all available tax increment revenues for deposit to the LBRF as permitted by Act 381.

14. Other Information

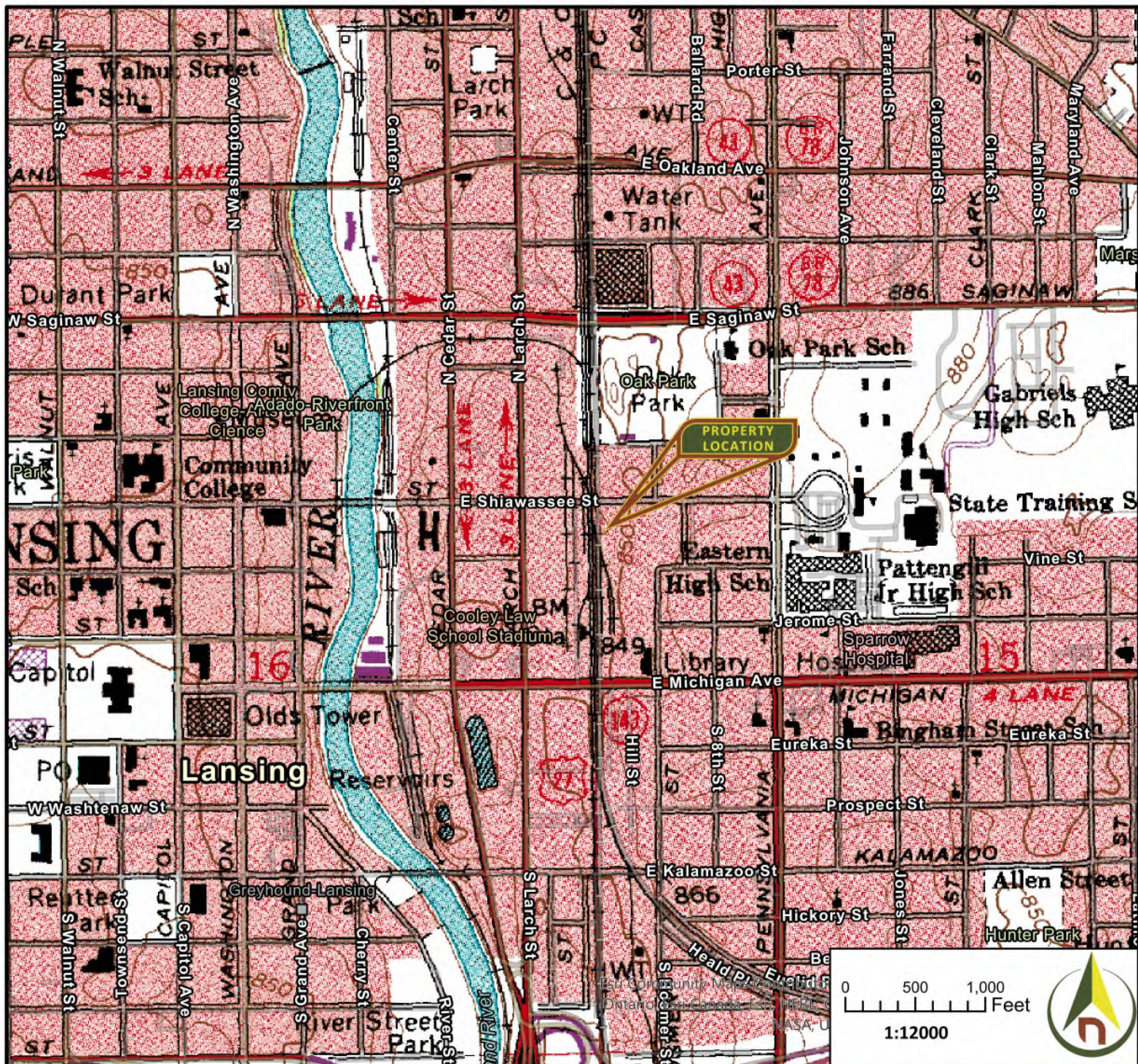
The LBRA and the Lansing City Council, in accordance with the Act, may further amend the Brownfield Plan, or this Amendment, in the future to fund additional eligible activities associated with the Project described herein.

FIGURES

Figure 1: Property Location Map

Figure 2: Eligible Property Map

Figure 3: Sample Locations with Analytical Exceedances



TRI TERRA

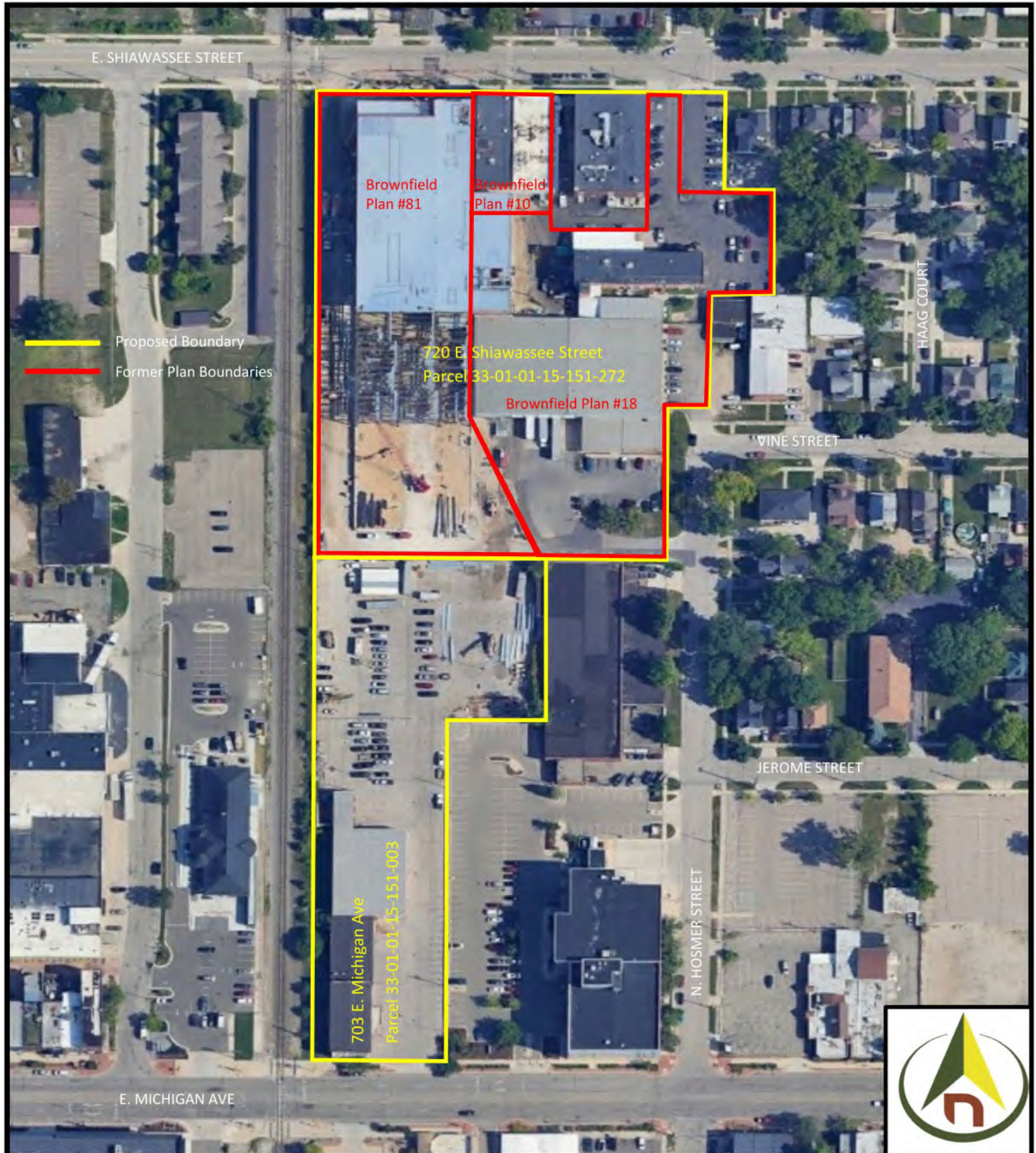
FIGURE 1 PROPERTY LOCATION

NORTHERN 2.568 ACRES OF PARCEL NO. 33-01-01-15-151-002
LANSING, MICHIGAN 48912

INGHAM COUNTY
T4N, R2W, SECTION 15

PROJECT NUMBER 21-2806





TRI TERRA

FIGURE 3

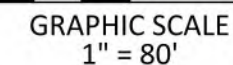
ELIGIBLE PROPERTY BOUNDARY MAP

**720 E. SHIAWASSEE STREET
703 E. MICHIGAN AVENUE
LANSING, MICHIGAN 48912**

PROJECT NUMBER: 21-2806

DATE: 7/1/2024

DIAGRAM CREATED BY: CJZ



SB-4 SOIL BORING LOCATION
SS-2 SOIL SAMPLE LOCATION
UST FORMER UST
PROPOSED BUILDING FOUNDATIONS
SAN PROPOSED SANITARY LINE
ST PROPOSED STORM SEWER LINE
W PROPOSED WATER LINE

VOLATILES (VOCs)
E: Ethylbenzene
NPH: Naphthalene
BaP: Benzo(a)pyrene
Fl: Fluoranthene
PHNH: Phenanthrene
IPBZ: Isopropylbenzene
2MN: 2-Methylnaphthalene

As: Arsenic
Ba: Barium
Hg: Mercury, Total
Se: Selenium

1. Soil concentrations are in μg per kg (ppb).
2. Groundwater concentrations are in μg per L (ppb).
3. All exceedances are highlighted in red.
4. Figure includes analytical exceedances only. See analytical data and tables for additional detail.
5. If no data is presented for a sample location then there were no exceedances above applicable criteria.

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TABLES

Table 1: Brownfield Eligible Activities

Table 2: Tax Increment Revenue Capture Estimates

Table 3: Tax Increment Revenue Reimbursement Allocation Table

Table 4: Tax Increment Revenue Reimbursement Entity Allocation Table

Table 1
Brownfield Eligible Activities
720 E. Shiawassee Street and 703 E. Michigan Avenue
Lansing, MI

					REIMBURSEMENT ALLOCATION			REIMBURSEMENT ENTITY	
ELIGIBLE ACTIVITIES	NO. OF UNITS	UNIT TYPE	UNIT RATE	ESTIMATED TOTAL COST	EGLE ACTIVITIES	MSF ACTIVITIES	LOCAL-ONLY ACTIVITIES	NEOGEN	LBRA
EGLE ELIGIBLE ACTIVITIES									
Pre-Approved Activities									
Total Pre-Approved Activities				\$ 103,900	\$ 103,900			\$ 80,950	\$ 22,950
Department Specific Activities									
Total Department Specific Activities				\$ 3,073,312			\$ 3,073,312	\$ 3,068,262	\$ 5,050
EGLE ELIGIBLE ACTIVITIES TOTAL				\$ 3,177,212	\$ 103,900	\$ -	\$ 3,073,312	\$ 3,149,212	\$ 28,000
MSF ELIGIBLE ACTIVITIES									
Asbestos and Lead Activities									
Total Asbestos and Lead Activities				\$ 93,750	\$ -	\$ 93,750	\$ -	\$ 93,000	\$ 750
Demolition									
Total Demolition Activities				\$ 914,760	\$ -	\$ 914,760	\$ -	\$ 914,760	\$ -
Site Preparation									
Total Site Preparation Activities				\$ 3,895,885	\$ -	\$ 3,895,885	\$ -	\$ 3,895,885	\$ -
Infrastructure Improvements									
Total Infrastructure Improvement Activities				\$ 155,300	\$ -	\$ 155,300	\$ -	\$ 155,300	
MSF ELIGIBLE ACTIVITIES TOTAL				\$ 5,059,695	\$ -	\$ 5,059,695	\$ -	\$ 5,058,945	\$ 750
MSF AND EGLE ELIGIBLE ACTIVITIES TOTAL				\$ 8,236,907	\$ 103,900	\$ 5,059,695	\$ 3,073,312	\$ 8,208,157	\$ 28,750
Contingency (15%)				\$ 374,895	\$ -	\$ 253,395	\$ 121,500	\$ 374,895	
Brownfield Plan & Act 381 Work Plan Preparation - Phase I	1	LS	\$ 22,500	\$ 22,500		\$ 21,375	\$ 1,125	\$ 22,500	
Brownfield Plan & Act 381 Work Plan Preparation - Amendment 1	1	LS	\$ 9,500	\$ 9,500		\$ 9,025	\$ 475	\$ 9,500	
Brownfield Plan & Act 381 Work Plan Implementation	1	LS	\$ 6,500	\$ 6,500	\$ -	\$ 6,175	\$ 325	\$ 6,500	
LBRA Brownfield Application Fee	1	LS	\$ 5,000	\$ 5,000	\$ -	\$ -	\$ 5,000	\$ 5,000	
TOTAL ELIGIBLE COST FOR REIMBURSEMENT				\$ 8,655,302	\$ 103,900	\$ 5,349,665	\$ 3,201,737	\$ 8,626,552	\$ 28,750
State Brownfield Revolving Fund				\$ 304,233					
BRA Administrative Fees/LBRF				\$ 766,101					
GRAND TOTAL				\$ 9,725,637					
					1.20%	61.81%	36.99%		

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 ESAs, Phase II ESAs, BEAs, Asbestos Surveys, Brownfield Plan and Act 381 Work Plan are excluded from contingency calculation.

Table 2
Tax Increment Revenue Capture Estimates
720 E. Shiawassee Street and 703 E. Michigan Avenue
Lansing, MI

Estimated Taxable Value (TV) Increase Rate:		1% per year																		
Plan Year Capture Year	2023		2024		2025		2026		2027		2028		2029		2030		2031		2032	
	1		2		3		4		5		6		7		8		9		10	
			1		2		3		4		5		6		7		8		9	
Base Taxable Value (TV)	\$	-	\$	3,203,281	\$	3,203,281	\$	3,203,281	\$	3,203,281	\$	3,203,281	\$	3,203,281	\$	3,203,281	\$	3,203,281	\$	3,203,281
Estimated New TV	\$	-	\$	3,288,381	\$	7,500,000	\$	20,000,000	\$	29,650,000	\$	29,946,500	\$	30,245,965	\$	30,548,425	\$	30,853,909	\$	31,162,448
Total Incremental Difference	\$	-	\$	85,100	\$	4,296,719	\$	16,796,719	\$	26,446,719	\$	26,743,219	\$	27,042,684	\$	27,345,144	\$	27,650,628	\$	22,179,592

School Tax Revenue		Millage Rate																				
School Operating	17.44780	\$	-	\$	1,485	\$	74,968	\$	293,066	\$	461,437	\$	466,610	\$	471,835	\$	-	\$	-	\$	-	
State Education Tax (SET)	6.00000	\$	-	\$	511	\$	25,780	\$	100,780	\$	158,680	\$	160,459	\$	162,256	\$	-	\$	-	\$	-	
School Total:	23.44780	32.97%	\$	-	\$	1,995	\$	100,749	\$	393,846	\$	620,117	\$	627,070	\$	634,091	\$	-	\$	-	\$	-

Local Tax Revenue - Capturable		Millage Rate																				
LANSING OPER	19.44000	\$	-	\$	1,654	\$	83,528	\$	326,528	\$	514,124	\$	519,888	\$	525,710	\$	531,590	\$	537,528	\$	431,171	
INGHAM CNTY SUM	6.78070	\$	-	\$	577	\$	29,135	\$	113,894	\$	179,327	\$	181,338	\$	183,368	\$	185,419	\$	187,491	\$	150,393	
INGHAM COUNTY	4.53080	\$	-	\$	386	\$	19,468	\$	76,103	\$	119,825	\$	121,168	\$	122,525	\$	123,895	\$	125,279	\$	100,491	
INGHAM INTERMED	4.93780	\$	-	\$	420	\$	21,216	\$	82,939	\$	130,589	\$	132,053	\$	133,531	\$	135,025	\$	136,533	\$	109,518	
LANSING COM COLLEGE	3.76920	\$	-	\$	321	\$	16,195	\$	63,310	\$	99,683	\$	100,801	\$	101,929	\$	103,069	\$	104,221	\$	83,599	
CATA	2.98950	\$	-	\$	254	\$	12,845	\$	50,214	\$	79,062	\$	79,949	\$	80,844	\$	81,748	\$	82,662	\$	66,306	
LANSING SCH SINK	2.95750	\$	-	\$	252	\$	12,708	\$	49,676	\$	78,216	\$	79,093	\$	79,979	\$	80,873	\$	81,777	\$	65,596	
CADL-LIBRARY	1.56000	\$	-	\$	133	\$	6,703	\$	26,203	\$	41,257	\$	41,719	\$	42,187	\$	42,658	\$	43,135	\$	34,600	
AIRPORT AUTH	0.69900	\$	-	\$	59	\$	3,003	\$	11,741	\$	18,486	\$	18,694	\$	18,903	\$	19,114	\$	19,328	\$	15,504	
Local Total:	47.66450	67.03%	\$	-	\$	4,056	\$	204,801	\$	800,607	\$	1,260,570	\$	1,274,702	\$	1,288,976	\$	1,303,393	\$	1,317,953	\$	1,057,179
Total Capturable Taxes:	71.11230	100.00%	\$	-	\$	6,052	\$	305,550	\$	1,194,453	\$	1,880,687	\$	1,901,772	\$	1,923,067	\$	1,938,393	\$	1,953,953	\$	1,617,179

Non-Capturable Millages		Millage Rate																				
MONTGOMERY DRAIN		0.26000	\$	-	\$	22	\$	1,117	\$	4,367	\$	6,876	\$	6,953	\$	7,031	\$	7,110	\$	7,189	\$	5,767
PUBLIC SAFETY		3.50000	\$	-	\$	298	\$	15,039	\$	58,789	\$	92,564	\$	93,601	\$	94,649	\$	95,708	\$	96,777	\$	77,629
LANSING SCHOOL DEBT		4.10000	\$	-	\$	349	\$	17,617	\$	68,867	\$	108,432	\$	109,647	\$	110,875	\$	112,115	\$	113,368	\$	90,936
Total Non-Capturable Taxes:		4.10000	\$	-	\$	349	\$	17,617	\$	68,867	\$	108,432	\$	109,647	\$	110,875	\$	112,115	\$	113,368	\$	90,936

Notes:

Total New Taxes		Not Captured		Captured	
\$	1,769,402	\$	255,728	\$	1,513,673
\$	608,467	\$	57,517	\$	550,950
\$	2,377,869	\$	313,246	\$	2,064,623

\$	3,471,722	\$	347,172	\$	3,124,550
\$	1,210,942	\$	121,094	\$	1,089,847
\$	809,140	\$	80,914	\$	728,226
\$	881,825	\$	88,182	\$	793,642
\$	673,128	\$	67,313	\$	605,815
\$	533,884	\$	53,388	\$	480,496
\$	528,170	\$	52,817	\$	475,353
\$	278,595	\$	27,859	\$	250,735
\$	124,832	\$	12,483	\$	112,349
\$	8,512,237	\$	851,224	\$	7,661,014
\$	10,890,106	\$	1,164,469	\$	9,725,637

\$	46,432	\$	46,432	\$	-
\$	625,053	\$	625,053	\$	-
\$	732,205	\$	732,205	\$	-
\$	1,403,690	\$	1,403,690	\$	-

\$	12,293,796	\$	2,568,159	\$	9,725,637
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Table 3
Tax Increment Revenue Reimbursement Allocation Table
720 E. Shiawassee Street and 703 E. Michigan Avenue
Lansing, MI

Developer/City Projected Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	20.3%	\$ 1,760,390		\$ 1,760,390
Local	79.7%	\$ 3,693,175	\$ 3,201,737	\$ 6,894,912
TOTAL		\$ 5,453,565	\$ 3,201,737	\$ 8,655,302
EGLE	1.9%	\$ 103,900		
MSF	98.1%	\$ 5,349,665		

Estimated Total Years of Plan: 10

Administrative Fees & Loan Funds*	
State Brownfield Revolving Fund	\$ 304,233
BRA Administrative Fees / LBRF	\$ 766,101

* During the life of the Plan

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	TOTALS
Plan Year Capture Year	1	2	3	4	5	6	7	8	9	10	11	12	13	
	1	1	2	3	4	5	6	7	8	9	10	11	12	
Available Tax Increment Revenue (TIR)														
Total State Tax Capture Available	\$ -	\$ 1,995	\$ 100,749	\$ 393,846	\$ 620,117	\$ 627,070	\$ 634,091	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Capture for State Brownfield Revolving Fund (3 mills of SET) (25-Yrs)	\$ -	\$ 255	\$ 12,890	\$ 50,390	\$ 79,340	\$ 80,230	\$ 81,128	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 304,233
Capture of Available State Tax Increment for Taxing Units (10%) ("Pass-Through")	\$ -	\$ 174	\$ 8,786	\$ 34,346	\$ 54,078	\$ 54,684	\$ 161,178	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 313,246
State TIR Available for Reimbursement	\$ -	\$ 1,566	\$ 79,073	\$ 309,110	\$ 486,699	\$ 492,156	\$ 391,785	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Local Tax Capture Available	\$ -	\$ 4,056	\$ 204,801	\$ 800,607	\$ 1,260,570	\$ 1,274,702	\$ 1,288,976	\$ 1,303,393	\$ 1,317,953	\$ 1,057,179	\$ -	\$ -	\$ -	-
Capture of Available Local Tax Increment for Taxing Units (10%) ("Pass-Through")	\$ -	\$ 406	\$ 20,480	\$ 80,061	\$ 126,057	\$ 127,470	\$ 128,898	\$ 130,339	\$ 131,795	\$ 105,718	\$ -	\$ -	\$ -	\$ 851,224
Capture for BRA Administrative Fees and/or Local Brownfield Revolving Fund (10% of available Local TIR)	\$ -	\$ 365	\$ 18,432	\$ 72,055	\$ 113,451	\$ 114,723	\$ 116,008	\$ 117,305	\$ 118,616	\$ 95,146	\$ -	\$ -	\$ -	\$ 766,101
Local TIR Available for Reimbursement	\$ -	\$ 3,286	\$ 165,889	\$ 648,492	\$ 1,021,061	\$ 1,032,509	\$ 1,044,071	\$ 1,055,748	\$ 1,067,542	\$ 856,315	\$ -	\$ -	\$ -	-
Total State & Local TIR Available for Reimbursement	\$ -	\$ 4,852	\$ 244,961	\$ 957,602	\$ 1,507,761	\$ 1,524,665	\$ 1,435,856	\$ 1,055,748	\$ 1,067,542	\$ 856,315	\$ -	\$ -	\$ -	-
DEVELOPER AND LBRA	Beginning Balance													
	\$ 8,655,302	\$ 8,655,302	\$ 8,650,451	\$ 8,405,489	\$ 7,447,887	\$ 5,940,126	\$ 4,415,461	\$ 2,979,605	\$ 1,923,857	\$ 856,315	\$ -	\$ -	\$ -	-
MSF Eligible Activities	\$ 5,349,665	\$ 5,349,665	\$ 5,344,906	\$ 5,104,611	\$ 4,165,253	\$ 2,686,218	\$ 1,190,601	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
State Tax Reimbursement	\$ 1,726,852	\$ -	\$ 1,536	\$ 77,566	\$ 303,221	\$ 477,427	\$ 482,780	\$ 384,321	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,726,852
Local Tax Reimbursement	\$ 3,622,813	\$ -	\$ 3,223	\$ 162,728	\$ 636,137	\$ 1,001,608	\$ 1,012,838	\$ 806,279	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,622,813
EGLE Eligible Activities	\$ 103,900	\$ 103,900	\$ 103,808	\$ 99,141	\$ 80,897	\$ 52,171	\$ 23,124	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
State Tax Reimbursement	\$ 33,539	\$ -	\$ 30	\$ 1,506	\$ 5,889	\$ 9,272	\$ 9,376	\$ 7,464	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,539
Local Tax Reimbursement	\$ 70,361	\$ -	\$ 63	\$ 3,160	\$ 12,355	\$ 19,453	\$ 19,671	\$ 15,659	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70,361
LOCAL-ONLY Activities	\$ 3,201,737	\$ 3,201,737	\$ 3,201,737	\$ 3,201,737	\$ 3,201,737	\$ 3,201,737	\$ 3,201,737	\$ 2,979,605	\$ 1,923,857	\$ 856,315	\$ -	\$ -	\$ -	-
Local-Only Tax Reimbursement	\$ 3,201,737	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 222,132	\$ 1,055,748	\$ 1,067,542	\$ 856,315	\$ -	\$ -	\$ 3,201,737
TOTAL ANNUAL DEVELOPER AND LBRA REIMBURSEMENT	\$ -	\$ 4,852	\$ 244,961	\$ 957,602	\$ 1,507,761	\$ 1,524,665	\$ 1,435,856	\$ 1,055,748	\$ 1,067,542	\$ 856,315	\$ -	\$ -	\$ -	-
														\$ 9,725,637
Developer/City Reimbursement Complete														

Table 4
Tax Increment Revenue Reimbursement Entity Allocation Table
720 E. Shiawassee Street and 703 E. Michigan Avenue
Lansing, MI

							NEOGEN		LBRA				TOTALS			
							TIF Eligible Activities:		\$8,626,552.34		\$28,750		\$0		\$8,655,302	
							% of Total Eligible Activities:		99.67%		0.33%		0.00%		100.00%	
							Total Interest Allocation:		\$0		\$0		\$0		\$0	
							% of Total Interest Allocation:		0.00%		0.00%		0.00%		0.00%	
		A	B	C	D	E = A-B-C-D	TIF Eligible Activity Reimbursement	0.0% Interest	TIF Eligible Activity Reimbursement	0.0% Interest	TIF Eligible Activity Reimbursement	0.0% Interest	TIF Eligible Activity Reimbursement	Interest Earned / Paid	TIF Available After Reimbursement	
Period	Year	Local / State Annual Total Tax Capture	Capture for State Brownfield Revolving Fund (SBRF)	Capture for State and Local Taxing Units (10%) ("Pass-Through")	Capture for BRA Administrative Fees and/or Local Brownfield Revolving Fund (10% of available Local TIR)	Total State & Local TIR Available for Reimbursement to Developer										
1	2024	\$6,052	\$255	\$580	\$365	\$4,852	\$ -	\$0	\$ 4,852	\$0	\$0	\$0	\$4,852	\$0	\$0	
2	2025	\$305,550	\$12,890	\$29,266	\$18,432	\$244,961	\$ 221,063	\$0	\$ 23,898	\$0	\$0	\$0	\$244,961	\$0	\$0	
3	2026	\$1,194,453	\$50,390	\$114,406	\$72,055	\$957,602	\$ 957,602	\$0	\$0	\$0	\$0	\$0	\$957,602	\$0	\$0	
4	2027	\$1,880,687	\$79,340	\$180,135	\$113,451	\$1,507,761	\$ 1,507,761	\$0	\$0	\$0	\$0	\$0	\$1,507,761	\$0	\$0	
5	2028	\$1,901,772	\$80,230	\$182,154	\$114,723	\$1,524,665	\$ 1,524,665	\$0	\$0	\$0	\$0	\$0	\$1,524,665	\$0	\$0	
6	2029	\$1,923,067	\$81,128	\$184,194	\$116,008	\$1,541,738	\$ 1,435,856	\$0	\$0	\$0	\$0	\$0	\$1,435,856	\$0	\$0	
7	2030	\$1,303,393	\$0	\$130,339	\$117,305	\$1,055,748	\$ 1,055,748	\$0	\$0	\$0	\$0	\$0	\$1,055,748	\$0	\$0	
8	2031	\$1,317,953	\$0	\$131,795	\$118,616	\$1,067,542	\$ 1,067,542	\$0	\$0	\$0	\$0	\$0	\$1,067,542	\$0	\$0	
9	2032	\$1,057,179	\$0	\$105,718	\$95,146	\$856,315	\$ 856,315	\$0	\$0	\$0	\$0	\$0	\$856,315	\$0	\$0	
10	2033	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
11	2034	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
12	2035	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
13	2036	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
14	2037	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
15	2038	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
16	2039	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
17	2040	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
18	2041	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
19	2042	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
20	2043	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
21	2044	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
22	2045	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
23	2046	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
24	2047	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
25	2048	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
26	2049	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
27	2050	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
28	2051	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
29	2052	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
30	2053	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTALS:		\$10,890,106	\$304,233	\$1,058,587	\$766,101	\$8,761,184	\$8,626,552	\$0	\$28,750	\$0	\$0	\$0	\$8,655,302	\$0	\$0	
% of Tax Capture:		100.00%	2.79%	9.72%	7.03%	80.45%	98.46%	0.00%	0.33%	0.00%	0.00%	0.00%	98.79%	0.00%	0.00%	
				TIF Eligible Activities and Interest Subtotals:			\$8,626,552		\$28,750		\$0		\$8,655,302			

Attachment A

Legal Description of the Property

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703 E MICHIGAN AVE LANSING, MI 48912 (Property Address)

Parcel Number: 33-01-01-15-151-003



Property Owner: EDWARD W SPARROW HOSPITAL ASSOC

Summary Information

> Assessed Value: \$0 | Taxable Value: \$0

> Property Tax information found

Item 1 of 1

0 Images / 1 Sketch



Access additional record information for a small convenience fee. *

> Additional areas of information include: *Delinquent Tax Information*

Show Purchase Options

* Additional record information is free for all homeowners, click the 'Show Purchase Options' button for more information.

Important Message

The information presented on this site is as of the close of the 2022 March Board of Review and the 2022 Assessment and Specific Tax Rolls.

If you require current ownership and mailing address information click on the Municipalities drop-down box above. You may enter the local Township or City name in the search box and click on the Search tab. This will redirect you to the local unit. Once the local unit window opens you can search by name, address, or parcel code number. If you require additional services, it is recommended that you contact the local unit Assessor's Office.

Local unit email and telephone numbers are available at: <https://docs.ingham.org/Department/Equalization/Twp-City%20Directory%20List22.pdf>

Owner and Taxpayer Information

Owner

EDWARD W SPARROW
HOSPITAL ASSOC
FACILITIES DEVELOPMENT
1322 E MICHIGAN AVE STE 306
LANSING, MI 48912

Taxpayer

SEE OWNER INFORMATION

General Information for Tax Year 2024

Property Class	201 COMMERCIAL-IMPROVED	Unit	01 LANSING CITY
School District	LANSING PUBLIC SCHOOL DIST	Assessed Value	\$0
MAP #	LG-0015 -0015	Taxable Value	\$0
TOP TEN	50	State Equalized Value	\$0
NEW PERMITS	<i>Not Available</i>	Date of Last Name Change	12/13/2023
USER ALPHA 3	<i>Not Available</i>	Notes	<i>Not Available</i>
Historical District	<i>Not Available</i>	Census Block Group	<i>Not Available</i>
TYPE CODE	<i>Not Available</i>	Exemption	<i>No Data to Display</i>

Principal Residence Exemption Information

Homestead Date

No Data to Display

Principal Residence Exemption	June 1st	Final
2023	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2023	\$0	\$0	\$0
2022	\$0	\$0	\$0
2021	\$0	\$0	\$0

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Zoning Code	H LT IN	Total Acres	0.000
Land Value	\$0	Land Improvements	\$0
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	I300- INDUSTRIAL CENTRAL SUBMARKET	Mortgage Code	No Data to Display
Lot Dimensions/Comments	No Data to Display	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
No lots found.		
Total Frontage: 0.00 ft		Average Depth: 0.00 ft

Legal Description

PART OF SOUHWEST 1/4 OF THE NORTHWEST 1/4, OF SECTION TOWN 4 NORTH, RANGE 2WEST CITY OF LANSING, INGHAM COUNTYM MICHIGAN MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF MICHIGAN AVENUE AND A PARALLEL WITH AND 46.5 FEET EAST FROM THE WEST LINE OF SAID SECTION 15, THENCE N0DEG24'35"E 634.03 FEET, THENCE S 89DEG35'10"E 239.05 FEET , THENCE S0DEG43'38"W181.70 FEET, THENCE S7DEG44'37"E 19.47 FEET,THENCE N 89DEG17'22"W 92.25 FEET THENCE S0DEG42'38"W 432.39 FEET TO THE NORHT LINE OF MICHIGAN AVENUE, THENCE S89DEG59'55"W ON SAID NORTH LINE 146.23 FEET TO POINT OF BEGINNING. LOT 8 EXC E 6.45 FT OF S 100 FT, ALSO LOTS 9 & 10 ASSESSORS PLAT NO 5, ALSO COM ON N LINE MICHIGAN AVE 46.5 FT E OF W LINE SEC 15, TH N 00DEG 11MIN 15SCD E 976.18 FT TO S LINE ASSESSORS PLAT NO 5, E ON SAID LINE 153 FT +/- TO C/L OF RAIL ROAD SPUR TRACK, S ON SAID C/L 123.2 FT, SE'LY 130.77 FT ON A 239 FT RAD CURVE TO LT CHORD BEARING S 16DEG 12MIN 45SCD E 129.2 FT, SE'LY 102.32 FT ON 258 FT RAD CURVE TO RT CHORD BEARING S 20DEG 29MIN 14SCD E 101.65 FT, E 11.06 FT, S 00DEG 12MIN W 194.4 FT, S 08 DEG 16MIN E 19.47 FT, N 89DEG 48MIN 45SCD W 92.25 FT, S 00DEG 11MIN 15SCD W 431.89 FT, S 89DEG 32MIN 30SCD W 145.8 FT TO BEG; SEC 15 T4N R2W SPLIT/COMBINED ON 01/10/2022 FROM 33-01-01-15-151-002;

Land Division Act Information

Date of Last Split/Combine	01/10/2022	Number of Splits Left	97
Date Form Filed	No Data to Display	Unallocated Div.s of Parent	0
Date Created	01/10/2022	Unallocated Div.s Transferred	0
Acreage of Parent	4.68	Rights Were Transferred	Not Available
Split Number	426	Courtesy Split	Not Available
Parent Parcel	No Data to Display		

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
No sales history found.						

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AccessMyGov.com is now bsaonline.com. Please change your bookmarks and website links.

720 E SHIAWASSEE ST LANSING, MI 48912 (Property Address)

Parcel Number: 33-01-01-15-151-273

**Property Owner: NEOGEN CORPORATION****Summary Information**

> Commercial/Industrial Building Summary

- Yr Built: 1954
- # of Buildings: 6
- Total Sq.Ft.: 260,130

> Assessed Value: \$3,501,600 | Taxable Value: \$3,203,281

Item 1 of 6

0 Images / 6 Sketches

Important Message

The information presented on this site is as of the close of the 2022 March Board of Review and the 2022 Assessment and Specific Tax Rolls.

If you require current ownership and mailing address information click on the Municipalities drop-down box above. You may enter the local Township or City name in the search box and click on the Search tab. This will redirect you to the local unit. Once the local unit window opens you can search by name, address, or parcel code number. If you require additional services, it is recommended that you contact the local unit Assessor's Office.

Local unit email and telephone numbers are available at: <https://docs.ingham.org/Department/Equalization/Twp-City%20Directory%20List22.pdf>

Owner and Taxpayer Information

Owner	NEOGEN CORPORATION 620 LESHER PL LANSING, MI 48912-1509	Taxpayer	SEE OWNER INFORMATION
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General Information for Tax Year 2024

Property Class	301 INDUSTRIAL-IMPROVED	Unit	01 LANSING CITY
School District	LANSING PUBLIC SCHOOL DIST	Assessed Value	\$3,501,600
MAP #	AP-0005 -0018	Taxable Value	\$3,203,281
TOP TEN	13301	State Equalized Value	\$3,501,600
NEW PERMITS	Not Available	Date of Last Name Change	08/23/2023
USER ALPHA 3	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
TYPE CODE	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information**Homestead Date** No Data to Display

Principal Residence Exemption	June 1st	Final
2023	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2023	\$0	\$0	\$0
2022	\$0	\$0	\$0
2021	\$0	\$0	\$0

Land Information

Zoning Code	H LT IN	Total Acres	6.335
Land Value	\$373,508	Land Improvements	\$4,362
Renaissance Zone	No	Renaissance Zone Expiration	No Data to Display

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X ge Code

No Data to Display

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Lot Dimensions/Comments IRREG

Neighborhood Enterprise
Zone No

Lot(s)	Frontage	Depth
No lots found.		
Total Frontage: 0.00 ft		Average Depth: 0.00 ft

Legal Description

BEGINNING AT THE NORTHWEST CORNER OF LOT 10 ASSESSOR'S PLAT NO. 5 BEING A SUBDIVISION ON PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15 TOWN 4 NORTH RANGE 2 WEST CITY OF LANSING INGHAM COUNTY MICHIGAN THENCE S89DEG46'25"E ALONG THE NORTH LINE OF 8, 9 AND 10 OF SAID ASSESSOR'S PLAT NO. 5 ALSO BEING THE SOUTH RIGHT OF WAY LINE OF SHIAWASSEE STREET 206.25 FEET TO THE NORTHEAST CORNER OF SAID LOT 8, THENCE S0DEG24'35"W ALONG SAID EAST LINE OF LOT 8 A DISTANCE OF 155.75 FEET, THENCE N89DEG46'25"W 6.45 FEET THENCE S0DEG24'35"W PARALLEL WITH THE EAST LINE OF SAID LOT 8 A DISTANCE OF 100.00 FEET TO THE SOUTH LINE OF SAID LOT 8 THENCE S1DEG13'20"E 123.30 FEET, THENCE SOUTHEASTERLY 130.83 FEET ALONG THE ARC OF A 239 FOOT RADIUS CURVE TO THE RIGHT THE LONG CHORD OF SAID CURVE BEARING S16DEG27'14"E 129.2 FEET, THENCE SOUTHEASTERLY 102.96 FEET ALONG THE ARC OF A 258 FOOT RADIUS CURVE TO THE LEFT THE LONG CHORD OF SAID CURVE BEARING S20DEG43'01"E 102.29 FEET THENCE N89DEG35'10"W 228.05 FEET TO THE EASTERLY RIGHT OF WAY LINE OF CSX RAIL ROAD THENCE N0DEG24'35"E ALONG SAID EASTERLY RIGHT OF WAY LINE 341.75 FEET TO THE SOUTH LINE OF SAID ASSESSOR'S PLAT NO. 5 THENCE N89DEG46'25"W ALONG THE SOUTH LINE OF SAID ASSESSOR'S PLAT NO. 5 A DISTANCE OF 46.5 FEET TO THE WEST LINE OF SAID SECTION 15 THENCE N0DEG24'35"E ALONG SAID WEST LINE OF SECTION 15 A DISTANCE OF 255.75 FEET TO THE POINT OF BEGINNING. CONTAINING 2.568 ACRES MORE OR LESS INCLUSIVE OF THE LAND CONTAINED WITH EASEMENT TO CSX RAILROAD AS RECORDED IN LIBER 1668 PAGE 727-753. AREA OF THE ABOVE DESCRIBED EASEMENT IS 0.242 OF AN ACRE NET AREA WITHOUT RAILROAD EASEMENT 2.326 ACRES SUBJECT TO ALL EASEMENTS OF RECORD AND RECORDED THE BASIS OF BEARING FOR THIS SURVEY ASSUMES THE WEST LINE OF SECTION 15 TO BEAR N0DEG24'35"W FROM MICHIGAN STATE PLAN COORDINATES DERIVED FROM GPS FIELD OBSERVATION LOT 8 EXC E 6.45 FT OF S 100 FT, ALSO LOTS 9 & 10 ASSESSOR'S PLAT NO 5, ALSO COM ON N LINE MICHIGAN AVE 46.5 FT E OF W LINE SEC 15, TH N 00DEG 11MIN 15SCD E 976.18 FT TO S LINE ASSESSOR'S PLAT NO 5, E ON SAID LINE 153 FT +/- TO C/L OF RAIL ROAD SPUR TRACK, S ON SAID C/L 123.2 FT, SE'LY 130.77 FT ON A 239 FT RAD CURVE TO LT CHORD BEARING S 16DEG 12MIN 45SCD E 129.2 FT, SE'LY 102.32 FT ON 258 FT RAD CURVE TO RT CHORD BEARING S 20DEG 29MIN 14SCD E 101.65 FT, E 11.06 FT, S 00DEG 12MIN W 194.4 FT, S 08 DEG 16MIN E 19.47 FT, N 89DEG 48MIN 45SCD W 92.25 FT, S 00DEG 11MIN 15SCD W 431.89 FT, S 89DEG 32MIN 30SCD W 145.8 FT TO BEG; SEC 15 T4N R2W AND LOTS 4, 5, 6, 7, 11, 12 & E 6.45 FT OF S 100 FT LOT 8 ASSESSOR'S PLAT NO 5, ALSO W 41.25 FT LOT 12 JEROMES ADD, ALSO COM SW COR SAID LOT, TH S 192 FT, W 140.01 FT, N 12.7 FT, W 11.06 FT TO C/L RAILROAD SPUR TRACK, NW'LY ON C/L 102.32 FT ALONG A 258 FT RAD CURVE TO THE LT CHORD BEARING N 20 DEG 29MIN 14SCD W 101.65 FT, N'LY ON C/L 130.77 FT ALONG 239 FT RAD CURVE TO THE RT CHORD BEARING N 16DEG 12MIN 45SCD W 129.2 FT, N 123.2 FT TO S LINE ASSESSOR'S PLAT NO 5, E TO NW COR LOT 12 JEROMES ADD, S TO BEG ALSO WITH A PARCEL OF LAND SPLIT/COMBINED ON 02/07/2023 FROM 33-01-01-15-151-271, 33-01-01-15-151-241, 33-01-01-15-151-253, 33-01-01-15-151-261; SPLIT ON 08/23/2023 WITH 33-01-01-15-151-272 & 33-01-01-15-151-004 INTO 33-01-01-15-151-273

Land Division Act Information

Date of Last Split/Combine	08/23/2023	Number of Splits Left	95
Date Form Filed	No Data to Display	Unallocated Div.s of Parent	0
Date Created	08/23/2023	Unallocated Div.s Transferred	0
Acreage of Parent	6.34	Rights Were Transferred	Not Available
Split Number	532	Courtesy Split	Not Available
Parent Parcel	No Data to Display		

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
05/18/2018	\$1.00	QC	NEOGEN PROPERTIES L L C	NEOGEN CORPORATION	21-NOT USED/OTHER	2018 019783
05/18/2018	\$1.00	QC	NEOGEN PROPERTIES VIII L L C	NEOGEN CORPORATION	21-NOT USED/OTHER	2018 019779
03/31/2014	\$590,000.00	WD	VANDREUMEL JAMES W & PAMELA J	NEOGEN PROPERTIES VIII L L C	21-NOT USED/OTHER	2014 014016
12/23/2003	\$802,000.00	WD	UNISOURCE WORLDWIDE INC	NEOGEN PROPERTIES II L L C	33-TO BE DETERMINED	L3087-P176
11/04/2002	\$10.00	QC	IKON OFFICE SOLUTIONS INC	UNISOURCE WORLDWIDE INC	33-TO BE DETERMINED	UNRECORDED
03/19/2002	\$372,000.00	WD	E SHIAWASSEE ST (720) LLC	NEOGEN PROPERTIES LLC	03-ARM'S LENGTH	L2949P155

Building Information - 20340 sq ft Industrial - Engineering (Commercial)

Floor Area	20,340 sq ft	Estimated TCV	\$909,819
Occupancy	Industrial - Engineering	Class	C
Stories Above Ground	3	Average Story Height	13 ft
Basement Wall Height	14 ft	Identical Units	Not Available
Year Built	1954	Year Remodeled	2003
Percent Complete	100%	Heat	Package Heating & Cooling
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		Life Age	40 yrs

Building Information - 1848 sq ft Warehouses - Storage (Commercial)

Floor Area	1,848 sq ft	Estimated TCV	\$133,909
Occupancy	Warehouses - Storage	Class	C
Stories Above Ground	1	Average Story Height	23 ft
Basement Wall Height	0 ft	Identical Units	<i>Not Available</i>
Year Built	2009	Year Remodeled	<i>No Data to Display</i>
Percent Complete	100%	Heat	Space Heaters, Gas with Fan
Physical Percent Good	74%	Functional Percent Good	100%
Economic Percent Good	100%	Effective Age	13 yrs

Building Information - 28568 sq ft Warehouses - Storage (Commercial)

Floor Area	28,568 sq ft	Estimated TCV	\$715,692
Occupancy	Warehouses - Storage	Class	S
Stories Above Ground	1	Average Story Height	24 ft
Basement Wall Height	0 ft	Identical Units	<i>Not Available</i>
Year Built	1978	Year Remodeled	<i>No Data to Display</i>
Percent Complete	100%	Heat	Forced Air Furnace
Physical Percent Good	40%	Functional Percent Good	100%
Economic Percent Good	100%	Effective Age	36 yrs

Building Information - 18874 sq ft Warehouses - Storage (Commercial)

Floor Area	18,874 sq ft	Estimated TCV	\$279,983
Occupancy	Warehouses - Storage	Class	C
Stories Above Ground	3	Average Story Height	9 ft
Basement Wall Height	0 ft	Identical Units	<i>Not Available</i>
Year Built	1912	Year Remodeled	1978
Percent Complete	100%	Heat	Space Heaters, Gas with Fan
Physical Percent Good	37%	Functional Percent Good	100%
Economic Percent Good	100%	Effective Age	48 yrs

Building Information - 30000 sq ft Warehouses - Storage (Commercial)

Floor Area	30,000 sq ft	Estimated TCV	\$270,271
Occupancy	Warehouses - Storage	Class	C
Stories Above Ground	3	Average Story Height	14 ft
Basement Wall Height	14 ft	Identical Units	<i>Not Available</i>
Year Built	1916	Year Remodeled	2015
Percent Complete	0%	Heat	Space Heaters, Steam w/ Boiler
Physical Percent Good	52%	Functional Percent Good	90%
Economic Percent Good	90%	Effective Age	26 yrs

Building Information - 177000 sq ft Industrial - Light Manufacturing (Commercial)

Floor Area	177,000 sq ft	Estimated TCV	\$4,315,726
Occupancy	Industrial - Light Manufacturing	Class	S
Stories Above Ground	3	Average Story Height	14 ft
Basement Wall Height	0 ft	Identical Units	<i>Not Available</i>
Year Built	2023	Year Remodeled	<i>No Data to Display</i>
Percent Complete	35%	Heat	No Heating or Cooling
Physical Percent Good	98%	Functional Percent Good	100%
Economic Percent Good	100%	Effective Age	1 yrs

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Attachment B

EGLE BEA Acknowledgement Letter



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
LANSING DISTRICT OFFICE



LIESL EICHLER CLARK
DIRECTOR

March 23, 2022

ACKNOWLEDGEMENT OF RECEIPT OF A BASELINE ENVIRONMENTAL ASSESSMENT

BEA ID: 00009594-BEA-1

Legal Entity: NEOGEN Properties IX LLC, 620 Leshler Place, Lansing, Michigan 48912

Property Address: 703 East Michigan Avenue – northern 2.568 acres of, Lansing, Ingham County; Parcel ID No.: 33-01-01-15-151-002

On March 2, 2022, the Michigan Department of Environment, Great Lakes, and Energy (EGLE) received a Baseline Environmental Assessment (BEA) dated December 13, 2021, for the above legal entity and property. This letter is your acknowledgement that EGLE has received and recorded the BEA. EGLE maintains an administrative record of each BEA as received.

This BEA was submitted pursuant to Section 20126(1)(c) of Part 201, Environmental Remediation, and/or Section 21323a(1)(b) of Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA). A BEA is submitted for the purpose of establishing an exemption to liability for a new owner or operator of property that has been demonstrated to be a facility or property as defined by Section 20101(1)(s) of Part 201, Environmental Remediation, and/or property as defined by Section 21303(d) of Part 213, Leaking Underground Storage Tanks, of the NREPA. Pursuant to Sections 20126(1)(c) and 21323a(1)(b), the conditions of this exemption require the legal entity to disclose the BEA to a subsequent purchaser or transferee of the property.

The BEA is only for the legal entity and property or properties identified on the BEA Submittal Form and in the BEA that have been demonstrated to be a facility. Each new legal entity that becomes the owner or operator of this facility must submit their own BEA.

EGLE is not making any findings about whether the submitter is liable or is eligible to submit. The submitted BEA does not alter liability with regard to a subsequent release, threat of release, or exacerbation of existing conditions that is the responsibility of the legal entity submitting the BEA.

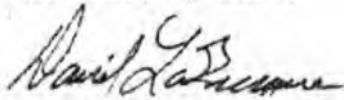
EGLE does not review BEAs to determine the adequacy of the submittal. The 2020 Volatilization to Indoor Air Pathway (VIAP) Screening Levels (SLs) may be proposed as site-specific criteria when used to determine that a property is or contains a facility or site. EGLE's approval of these numeric site-specific criteria is required. Since the BEA has not been reviewed, if the BEA relied upon the 2020 VIAP SLs then their use within the BEA is approved only for the purpose of confirming the status of the property as a facility under Part 201 or a site under Part 213.

The legal entity, as the owner and/or operator of a facility or property, may have Due Care responsibilities under Section 20107a of Part 201, Environmental Remediation and/or Section 21304c of Part 213, Leaking Underground Storage Tanks, of the NREPA.

The legal entity may also have responsibility under applicable state and federal laws, including, but not limited to, Part 201, Environmental Remediation; Part 111, Hazardous Waste Management; Part 211, Underground Storage Tank Regulations; Part 213, Leaking Underground Storage Tanks; Part 615, Supervisor of Wells, of the NREPA; and the Michigan Fire Prevention Code, 1941 PA 207, as amended. Please review the enclosed brochure on "due care." An owner or operator of contaminated property has an obligation to assure the property is safe for the intended use and is protective of the public health and safety.

Pursuant to Section 20112a(6) of Part 201, Environmental Remediation, the property(s) identified in the BEA will be placed on the inventory of facilities, which is updated daily and posted on EGLE's website: <https://secure1.state.mi.us/FacilitiesInventoryQueries>

Authorized signature:



David LaBrecque, District Supervisor
Lansing District Office
Remediation and Redevelopment Division
Michigan Department of Environment, Great Lakes, and Energy
525 West Allegan Street
P.O. Box 30242
Lansing, Michigan 48909
517-285-7889
labrecqued@michigan.gov

Enclosure
cc: Triterra

THE LANSING BROWNFIELD REDEVELOPMENT AUTHORITY (LBRA)

**Resolution Recommending Approval of Plan #81 Amendment #1
NEOGEN Lansing Expansion - Brownfield Redevelopment Project**

At a meeting of the Board of Directors of the Lansing Brownfield Redevelopment Authority (LBRA) City of Lansing, Michigan, held on Friday, July 12, 2024, at 8:30 a.m., pursuant to notice duly given:

PRESENT: Members: Chair - Shelley Davis Boyd, Vice-Chair - Calvin Jones, Secretary - Dr. Alane Laws-Barker, Chaz Carrillo, Sandra Lupien, Rawley Van Fossen

ABSENT: Members: Treasurer - Catherine Rathbun, Michael McKissic, Jordan Sutton

The following preamble and resolution was offered by;

Member: Van Fossen, and seconded by

Member: Jones

WHEREAS, The LBRA (Authority) staff has worked closely with representatives of NEOGEN Properties IX, LLC (the "Developer") to draft Brownfield Plan #81 - Amendment #1 – NEOGEN Lansing Expansion Brownfield Redevelopment Project (Plan); and

WHEREAS, The LBRA staff has duly reviewed such Plan and has found it to be in compliance with the provisions of Act 381 of Michigan Public Acts of 1996, as amended (Act), and meets the following determinations and findings:

1. The Plan constitutes a public purpose under the Act;
2. The Plan meets all of the requirements for a brownfield plan set forth in Section 13 of the Act;
3. The proposed method of financing the cost of the eligible activities, as described in the Plan, is feasible and the Authority has the ability to arrange the financing;
4. The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act; and
5. The amount of the captured taxable value estimated to result from the adoption of the Plan is reasonable; and

WHEREAS, The LBRA staff recommends approval of Brownfield Plan #81 – Amendment #1 – NEOGEN Lansing Expansion Brownfield Redevelopment Project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LANSING BROWNFIELD REDEVELOPMENT AUTHORITY, AS FOLLOWS:

1. The Brownfield Plan described as Brownfield Plan #81 – Amendment #1 – NEOGEN Lansing Expansion Brownfield Redevelopment Project in the form filed herewith is hereby approved by the Lansing Brownfield Redevelopment Authority and recommended for consideration by the City Council of the City of Lansing pursuant to Act 381 of Michigan Public Acts of 1996, as amended.
2. The LBRA Board hereby requests that the Lansing City Council, after required notification as specified by the Act, hold a public hearing in consideration of this matter, and subsequently approve the Plan.

YEAS: SIX (6)

NAYS: ZERO (0)

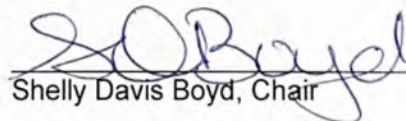
ABSTENTIONS: ZERO (0)

ABSENT: THREE (3)

STATE OF MICHIGAN)
) SS.
COUNTY OF INGHAM)

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a meeting of the Brownfield Redevelopment Authority held on the 12th day of July 2024, and said resolution is on file in the office of the Lansing Brownfield Redevelopment Authority and is available to the public. Public notice of the said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan 1976, including in the case of a special or re-scheduled meeting, notice by publication or posting of at least eighteen (18) hours prior to the time set for the meeting. In addition, said meeting was held in full compliance with the Board's By-Laws.

IN WITNESS WHEREOF, I have hereunto affixed my official signature.


Shelly Davis Boyd, Chair

**CITY OF LANSING BROWNFIELD PLAN #81 – AMENDMENT #1
NEOGEN EXPANSION PROJECT
BROWNFIELD PLAN APPROVAL PROCESS SCHEDULE**

DATE/TIME	BOARD/COMMITTEE/ LOCATION	ACTION	ATTENDANCE REQUIRED BY APPLICANT
July 12, 2024 8:30AM	Lansing Brownfield Redevelopment Authority	LBRA approves Brownfield Plan #80.	YES
July 22, 2024 7:00PM	Lansing City Council Lansing City Hall - Council Chambers - 10th FL 124 W. Michigan Avenue	Amended plan received and referred to Committee on Development and Planning by council.	NO
July 24, 2024 3:30PM	Committee on Development and Planning Lansing City Hall - Council Conf. Rm - 10th FL 124 W. Michigan Avenue	Amended plan presented to Committee on Development and Planning.	YES Presentation on Project and Plan
Aug 12, 2024 7:00PM	Lansing City Council Lansing City Hall - Council Chambers - 10th FL 124 W. Michigan Avenue	Presentation to Council and setting of public hearing.	YES Presentation on Project and Plan
Aug 26, 2024 7:00PM	Lansing City Council Lansing City Hall - Council Chambers - 10th FL 124 W. Michigan Avenue	Public hearing held at City Council. Plan referred to the Committee on Development and Planning for approval.	YES
Aug 28, 2024 3:30PM	Committee on Development and Planning Lansing City Hall - Council Conf. Rm - 10th FL 124 W. Michigan Avenue	Committee on Development and Planning passes resolution to approve the Brownfield Plan.	YES
Sep 9, 2024 7:00PM	Lansing City Council Lansing City Hall - Council Chambers - 10th FL 124 W. Michigan Avenue	City Council approves Brownfield Plan.	YES

**CITY OF LANSING
NOTICE OF PUBLIC HEARING**

The Lansing City Council will hold a public hearing on Monday, _____, at 7:00 p.m. in the Tony Benavides City of Lansing Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Ave. Lansing, MI 48933, for the purpose stated below:

To afford an opportunity for all residents, taxpayers of the City of Lansing, other interested persons and ad valorem taxing units to appear and be heard on the approval of Brownfield Plan #81 Amendment #1 – NEOGEN Expansion Brownfield Redevelopment Project 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 720 E. Shiawassee Street and 703 E. Michigan Avenue located in the City of Lansing, but more particularly described as:

720 E. Shiawassee Street (33-01-01-15-151-273):

BEGINNING AT THE NORTHWEST CORNER OF LOT 10 ASSESSOR'S PLAT NO. 5 BEING A SUBDIVISION ON PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15 TOWN 4 NORTH RANGE 2 WEST CITY OF LANSING INGHAM COUNTY MICHIGAN THENCE S89DEG46'25"E ALONG THE NORTH LINE OF 8, 9 AND 10 OF SAID ASSESSOR'S PLAT NO. 5 ALSO BEING THE SOUTH RIGHT OF WAYLINE OF SHIAWASSEE STREET 206.25 FEET TO THE NORTHEAST CORNER OF SAID LOT 8, THENCE S0DEG24'35"W ALONG SAID EAST LINE OF LOT 8 A DISTANCE OF 155.75 FEET, THENCE N89DEG46'25"W 6.45 FEET THENCE S0DEG24'35"W PARALLEL WITH THE EAST LINE OF SAID LOT 8 A DISTANCE OF 100.00 FEET TO THE SOUTH LINE OF SAID LOT 8 THENCE S1DEG13'20"E 123.30 FEET, THENCE SOUTHEASTERLY 130.83 FEET ALONG THE ARC OF A 239 FOOT RADIUS CURVE TO THE RIGHT THE LONG CHORD OF SAID CURVE BEARING S16DEG27'14"E 129.2 FEET, THENCE SOUTHEASTERLY 102.96 FEET ALONG THE ARC OF A 258 FOOT RADIUS CURVE TO THE LEFT THE LONG CHORD OF SAID CURVE BEARING S20DEG43'01"E 102.29 FEET THENCE N89DEG35'10"W 228.05 FEET TO THE EASTERLY RIGHT OF WAY LINE OF CSX RAIL ROAD THENCE N0DEG24'35"E ALONG SAID EASTERLY RIGHT OF WAY LINE 341.75 FEET TO THE SOUTH LINE OF SAID ASSESSOR'S PLAT NO. 5 THENCE N89DEG46'25"W ALONG THE SOUTH LINE OF SAID ASSESSOR'S PLAT NO. 5 DISTANCE OF 46.5 FEET TO THE WEST LINE OF SAID SECTION 15 THENCE N0DEG24'35"E ALONG SAID WEST LINE OF SECTION 15 A DISTANCE OF 255.75 FEET TO THE POINT OF BEGINNING. CONTAINING 2.568 ACRES MORE OR LESS INCLUSIVE OF THE LAND CONTAINED WITH EASEMENT TO CSX RAILROAD AS C RECORDED IN LIBER 1668 PAGE 727-753. AREA OF THE ABOVE DESCRIBED EASEMENT IS 0.242 OR AN ACRE NET AREA WITHOUT RAILROAD EASEMENT 2.326 ACRES SUBJECT TO ALL EASEMENTS OF RECORD AND RECORDED THE BASIS OF BEARING FOR THIS SURVEY ASSUMES THE WEST LINE OF SECTION 15 TO BEAR

N0DEG24'35"W FROM MICHIGAN STATE PLAN COORDINATES DERIVED FROM GPS FIELD OBSERVATION LOT 8 EXC E 6.45 FT OF S 100 FT, ALSO LOTS 9 & 10 ASSESSORS PLAT NO 5, ALSO COM ON N LINE MICHIGAN AVE 46.5 FT E OF W LINE SEC 15, TH N 00DEG 11MIN 15SCD E 976.18 FT TO S LINE ASSESSORS PLAT NO 5, E ON SAID LINE 153 FT +/- TO C/L OF RAIL ROAD SPUR TRACK, S ON SAID C/L 123.2 FT, SE'LY 130.77 FT ON A 239 FT RAD CURVE TO LT CHORD BEARING S 16DEG 12MIN 45SCD E 129.2 FT, SE'LY 102.32 FT ON 258 FT RAD CURVE TO RT CHORD BEARING S 20DEG 29MIN 14SCD E 101.65 FT, E 11.06 FT, S 00DEG 12MIN W 194.4 FT, S 08 DEG 16MIN E 19.47 FT, N 89DEG 48MIN 45SCD W 92.25 FT, S 00DEG 11MIN 15SCD W 431.89 FT, S 89DEG 32MIN 30SCD W 145.8 FT TO BEG; SEC 15 T4N R2W AND LOTS 4, 5, 6, 7, 11, 12 & E 6.45 FT OF S 100 FT LOT 8 ASSESSORS PLAT NO 5, ALSO W 41.25 FT LOT 12 JEROMES ADD, ALSO COM SW COR SAID LOT, TH S 192 FT, W 140.01 FT, N 12.7 FT, W 11.06 FT TO C/L RAILROAD SPUR TRACK, NW'LY ON C/L 102.32 FT ALONG A 258 FT RAD CURVE TO THE LT CHORD BEARING N 20 DEG 29MIN 14SCD W 101.65 FT, N'LY ON C/L 130.77 FT ALONG 239 FT RAD CURVE TO THE RT CHORD BEARING N 16DEG 12MIN 45SCD W 129.2 FT, N 123.2 FT TO S LINE ASSESSORS PLAT NO 5, E TO NW COR LOT 12 JEROMES ADD, S TO BEG ALSO WITH A PARCEL OF LAND SPLIT/COMBINED ON 02/07/2023 FROM 33-01-01-15-151-271, 33-01-01-15-151-241, 33-01-01-15-151-253, 33-01-01-15-151- 261; SPLIT ON 08/23/2023 WITH 33-01-01-15-151-272 & 33-01-01-15-151-004 INTO 33-01- 01-15-151-273

703 E. Michigan Avenue (33-01-01-15-151-003):

PART OF SOUHWEST 1/4 OF THE NORTHWEST 1/4, OF SECTION TOWN 4 NORTH, RANGE 2WEST CITY OF LANSING, INGHAM COUNTYM MICHIGAN MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF MICHIGAN AVENUE AND A PARALLEL WITH AND 46.5 FEET EAST FROM THE WEST LINE OF SAID SECTION 15, THENCE N0DEG24'35"E 634.03 FEET, THENCE S 89DEG35'10"E 239.05 FEET , THENCE S0DEG43'38"W181.70 FEET, THENCE S7DEG44'37"E 19.47 FEET, THENCE N 89DEG17'22"W 92.25 FEET THENCE S0DEG42'38"W 432.39 FEET TO THE NORHT LINE OF MICHIGAN AVENUE, THENCE S89DEG59'55"W ON SAID NORTH LINE 146.23 FEET TO POINT OF BEGINNING. LOT 8 EXC E 6.45 FT OF S 100 FT, ALSO LOTS 9 & 10 ASSESSORS PLAT NO 5, ALSO COM ON N LINE MICHIGAN AVE 46.5 FT E OF W LINE SEC 15, TH N 00DEG 11MIN 15SCD E 976.18 FT TO S LINE ASSESSORS PLAT NO 5, E ON SAID LINE 153 FT +/- TO C/L OF RAIL ROAD SPUR TRACK, S ON SAID C/L 123.2 FT, SE'LY 130.77 FT ON A 239 FT RAD CURVE TO LT CHORD BEARING S 16DEG 12MIN 45SCD E 129.2 FT, SE'LY 102.32 FT ON 258 FT RAD CURVE TO RT CHORD BEARING S 20DEG 29MIN 14SCD E 101.65 FT, E 11.06 FT, S 00DEG 12MIN W 194.4 FT, S 08 DEG 16MIN E 19.47 FT, N 89DEG 48MIN 45SCD W 92.25 FT, S 00DEG 11MIN 15SCD W 431.89 FT, S 89DEG 32MIN 30SCD W 145.8 FT TO BEG; SEC 15 T4N R2W SPLIT/COMBINED ON 01/10/2022 FROM 33-01-01-15-151-002.

Approval of this Brownfield Plan will enable the Lansing Brownfield Redevelopment Authority to capture incremental tax increases which result from the redevelopment of

the property to pay for costs associated therewith. Further information regarding this issue, including maps, plats, and a description of the brownfield plan will be available for public inspection and may be obtained from Karl Dorshimer – President and CEO, Lansing Economic Development Corporation, 401 South Washington Square, Suite 101, Lansing, MI 48933, (517) 243-3512.

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

Resolution #2024-###

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 #81 AMENDMENT #1
NEOGEN EXPANSION BROWNFIELD 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 720 E. Shiawassee Street and 703 E. Michigan 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, and;

WHEREAS, the brownfield plan is available for public inspection at the Lansing Economic Area Partnership, 401 S. South Washington Sq., Suite 101, Lansing, MI 48933, 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 _____, 2024, at 7:00 p.m. on Brownfield Plan #81 Amendment #1 – NEOGEN Expansion Brownfield Redevelopment Project under the Brownfield Redevelopment Financing Act, for property more particularly described as:

720 E. Shiawassee Street (33-01-01-15-151-273):

BEGINNING AT THE NORTHWEST CORNER OF LOT 10 ASSESSOR'S PLAT NO. 5 BEING A SUBDIVISION ON PART OF THE SOUTHWEST 1/4 OF THE NORHTWEST 1/4 OF SECTION 15 TOWN 4 NORTH RANGE 2 WEST CITY OF LANSING INGHAM COUNTY MICHIGAN THENCE S89DEG46'25"E ALONG THE NORTH LINE OF 8, 9 AND 10 OF SAID ASSESSOR'S PLAT NO. 5 ALSO BEING THE SOUTH RIGHT OF WAYLINE OF SHIAWASSEE STREET 206.25 FEET TO THE NORTHEAST CORNER OF SAID LOT 8, THENCE S0DEG24'35"W ALONG SAID EAST LINE OF LOT 8 A DISTANCE OF 155.75FEET, THENCE N89DEG46'25"W 6.45 FEET THENCE S0DEG24'35"W PARALLEL WITH THE EAST LINE OF SAID LOT 8 A DISTANCE OF 100.00 FEET TO THE SOUTH LINE OF SAID LOT 8 THENCE S1DEG13'20"E 123.30 FEET, THENCE SOUTHEASTERLY 130.83FEET ALONG THE ARC OF A 239FOOR RADIUS CURVE TO THE RIGHT THE LONG CHORD OF SAID CURVE BEARING S16DEG27'14"E 129.2 FEET, THENCE SOUTHEASTERLY 102.96FEET ALONG THE ARC OF A 258 FOOT RADIUSCURVE TO THE LEFT THE LONG CHORD OF SAID CURVE BEARING S20DEG43'01"E 102.29 FEET THRNCE N89DEG35'10"W 228.05 FEET TO THE EASTERLY RIGHT OF WAY LINE OF CSX RAIL ROAD THENCE

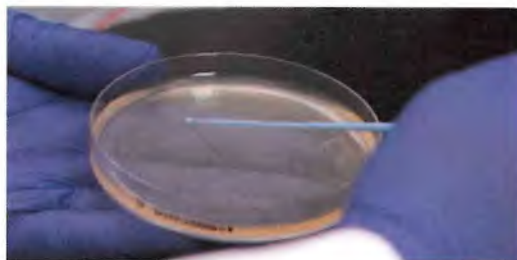
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703 E. Michigan Avenue (33-01-01-15-151-003):

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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 #81 Amendment #1 – NEOGEN Expansion Brownfield Redevelopment Project and the scheduled public hearing.



NEOGEN Lansing Expansion Project

Brownfield Plan Amendment 1

TRIOTERRA
Brownfield Development
Environmental Consulting
Natural Resources

Sub'd @ Mtg

Eligible Property

Project Name:

- NEOGEN
Lansing Expansion
Brownfield Redevelopment Project

Developer:

- NEOGEN Properties IX, LLC



Subject Property:

- 720 E. Shiawassee
- 703 E. Michigan
- 8.9-acres Avenue





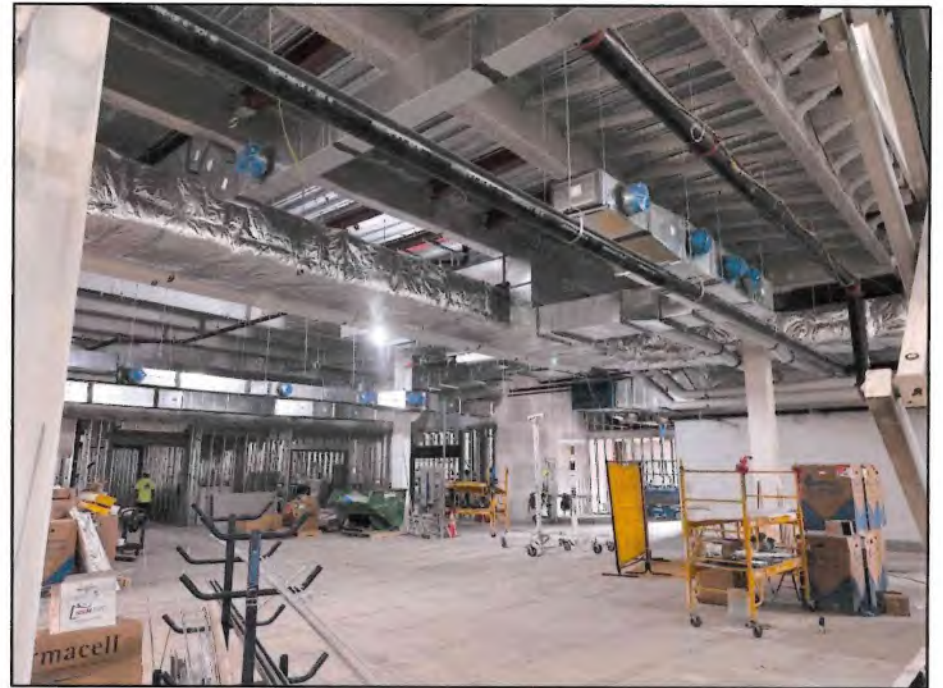
PHASE I

- New construction:
3-story manufacturing and
research building
- 176,000 gross square feet
- 23,000 square feet of high-bay
production space
- \$169.8 million total investment
(\$71.5 million proposed in 2022)
- 60 new, full time equivalent
jobs

Phase I



Phase I



Phase I

Brownfield Activities

- Building and Site Demolition
- Removed an abandoned underground storage tank
- Removed 38,750 cubic yards of contaminated soil



Phase I

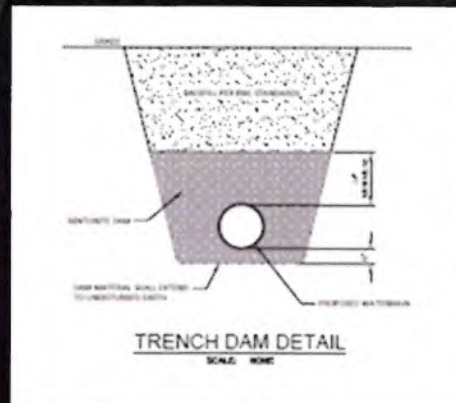
Brownfield Activities

- Installed Vapor Mitigation System
- Installed Specialized Foundations
- Relocation and Upgrades to Storm and Sanitary
- Installed water mains with engineered controls



Brownfield Activities

- **Installed Vapor Mitigation System**
- **Installed Specialized Foundations**
- **Relocation and Upgrades to Storm and Sanitary**
- **Installed water mains with engineered controls**



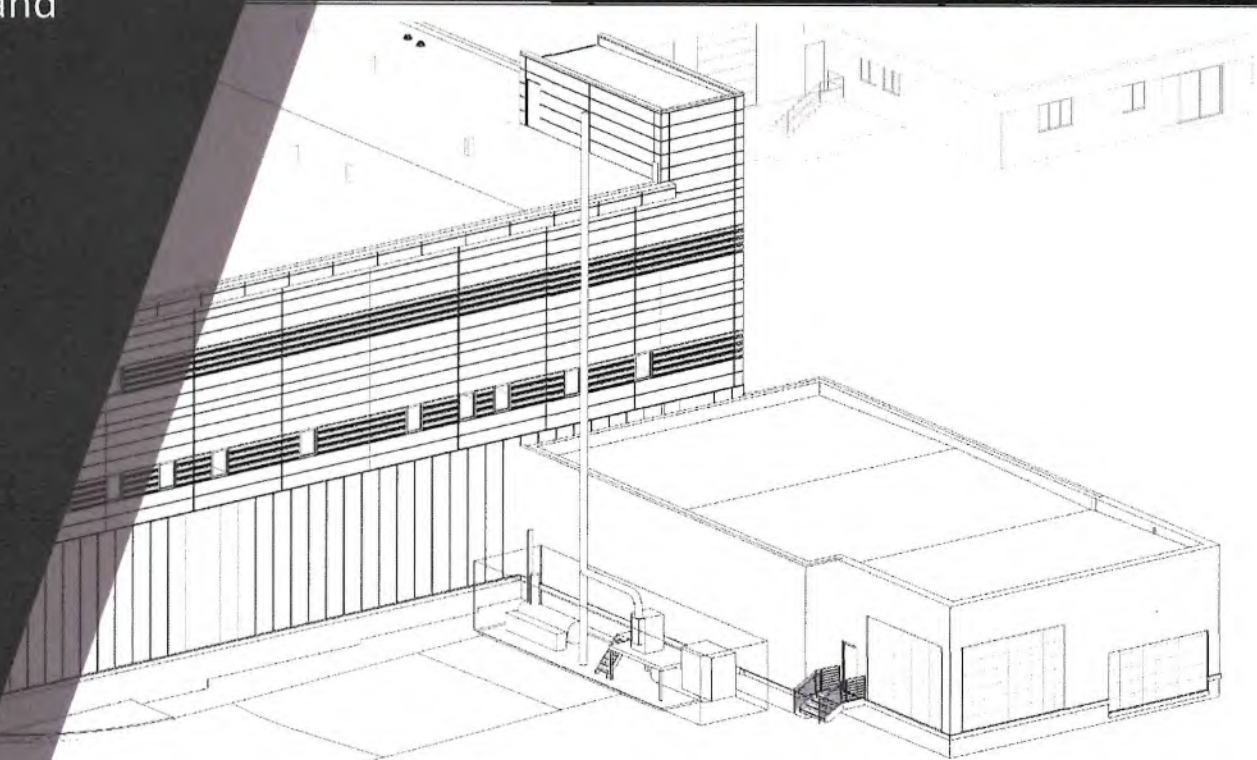
PHASE II

- Demolition - Herbert Building
- Construction of new 35,000 square foot manufacturing and research building



PHASE II

- Acquisition of 703 E. Michigan Avenue
- Construction of 4,700 square foot extension of the manufacturing and research building



PHASE II

- Acquisition of 703 E. Michigan Avenue
- Demolition of storage building / loading dock and renovation of existing structure along E. Michigan Avenue for facilities and production support



PHASE II

- Demolition of the Bohannon Building
- Expansion of the Hosmer Warehouse Building
- Additional \$38.2 million total investment
- Up to an additional 55 new, full time equivalent jobs

An aerial photograph of an industrial site. A large yellow rectangular box highlights a specific area in the upper right quadrant, labeled 'Demolition Area'. Below this box, a large, light-colored industrial building is labeled 'Hosmer Warehouse Building'. The surrounding area includes parking lots with several vehicles, other smaller buildings, and some trees. A dark diagonal shape is overlaid on the left side of the image, containing the text 'PHASE II' and a bulleted list of project details.

Demolition Area

Hosmer
Warehouse
Building

Amendment 1

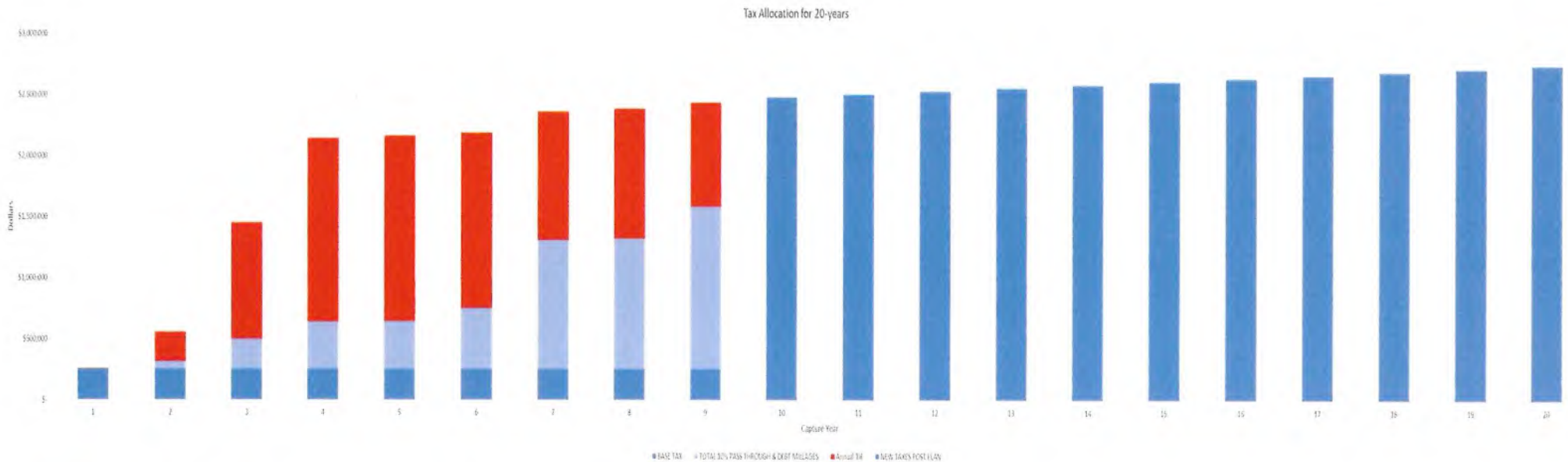
	Brownfield Plan #81 Adopted July 2022	Amendment No. 1 (proposed)	
Capital Investment	\$71.5 million	\$208.0 million	+ 190%
New, FTE Jobs	60	115	+ 91%
Eligible Activity Costs (Developer Reimbursement)	\$5.0 million	\$8.6 million	+ 72%
Duration Tax Capture	11 Years	9 Years	

Total New Taxes

Total New Taxes Generated by Development for the Duration (10 years) of the Brownfield Plan: \$12,293,796		% of New Taxes
Uses		
Portion Captured by LBRA to Reimburse Developer and City	\$8,655,302	70.4%
Passed Through to: (Debt Millage, 10% Local Millage, 10% State School and State Education Tax)	\$2,568,159	20.9%
Portion Captured for LBRA Plan Administration / Local Brownfield Revolving Fund (LBRF) (10% of available Local TIR*)	\$766,101	6.2%
Portion Passed Through to State Brownfield Revolving Fund	\$304,233	2.5%
TOTAL NEW TAXES GENERATED	\$12,293,796	100%

Total Property Taxes

20-year Forecast



- Base taxes paid throughout the life of the plan
- Total 10% pass through of taxes and non-capturable debt millages
- Annual TIF reimbursement (captured taxes)
- New taxes generated post-plan, to respective taxing jurisdictions

Total Property Taxes

20-year Forecast

Total New Taxes Generated by Development: 20-Year Forecast		% of New Taxes
Uses		
Portion Captured by LBRA to Reimburse Developer and City	\$8,655,302	18.9%
Passed Through: Debt Millage, Local Millage (10% years 1-9, 100% after year 9), School Operating and State Education Tax (10% years 1-6, 100% after year 6).	\$36,090,063	78.8%
Portion Captured for LBRA Plan Administration / Local Brownfield Revolving Fund (LBRF) (10% of available Local TIR*)	\$766,101	1.7%
Portion Passed Through to State Brownfield Revolving Fund	\$304,233	0.6%
TOTAL NEW TAXES GENERATED	\$45,815,699	100%

Proposed Brownfield Incentives

Brownfield Plan

- 9 years
- State and local tax capture
- Eligible activities:
 - Demolition
 - Environmental assessment
 - UST Removal
 - Contaminated Soil Removal
 - Vapor Mitigation
 - Site Preparation
 - Infrastructure Improvements
- \$8,655,302 in eligible Brownfield costs



THANK YOU

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