



LANSING PLANNING COMMISSION
Regular Meeting
Tuesday, January 7, 2025, 6:30 p.m.
Neighborhood Empowerment Center
600 W. Maple Street, Lansing, MI 48906

AGENDA

- 1. OPENING SESSION**
 - A. Roll Call**
 - B. Excused Absences**
- 2. APPROVAL OF AGENDA**
- 3. COMMUNICATIONS**
- 4. PUBLIC HEARINGS & ITEMS FOR ACTION**
 - A. Form-Based Zoning Code, Accessory Dwelling Unit Amendment, Councilmember Hussain version 1**
- 5. COMMENTS FROM THE AUDIENCE (please limit comments to 3 minutes per person)**
- 6. RECESS**
- 7. BUSINESS**
 - A. Consent Items**
 - (1) Minutes for approval: December 3, 2024**
 - B. Old Business**
 - C. New Business**
 - (1) Act-7-2024, 1801 N Washington Ave., Utility Easement**
 - (2) Act-8-2024, 520 S Washington Ave., Use of Right-of-Way**
- 8. REPORT FROM PLANNING & ZONING OFFICE**
- 9. COMMENTS FROM THE CHAIRPERSON**
- 10. COMMENTS FROM COMMISSION MEMBERS**
- 11. PENDING ITEMS: FUTURE ACTION REQUIRED**
- 12. ADJOURNMENT**

Next Regularly Scheduled Meeting: February 4, 2025

For special accommodations, please give 24 hours' notice prior to the meeting by calling Sue Stachowiak in the Planning Office at 517-483-4085 or by dialing (tty 711).



MEMORANDUM

TO: Lansing Planning Commission

FROM: Andy Fedewa, Planner

DATE: January 7, 2025

SUBJECT: Councilmember Hussain Amendment to Section 1250.04.08, Amendment allowing Accessory Dwelling Units (ADUs)

Planning and Zoning Office staff introduced draft zoning ordinance language that would permit accessory dwelling units in residential districts, subject to site layout requirements and other standards. The draft language was debated during the June and August regular meetings of Planning Commission and ultimately recommended for approval, as proposed, by a unanimous 5 – 0 vote during the August 7, 2024 meeting.

22 people representing themselves and community organizations made public comments during City Council’s public hearing for the ADU Amendment on October 28, expressing support and urging an affirmative vote.

Staff’s proposed amendments have been presented, discussed, and debated over numerous meetings of the Committee on Development and Planning from September to December. On December 11, Councilmember Hussain introduced an amendment to the proposed ADU draft that would require either the principal or accessory unit to be occupied by the property owner.

The following language was changed in Section 1250.04.08 (b)(7):

~~An ADU must be registered and properly licensed as a rental by the City Code Compliance Office, unless the occupants of both structures are named in the property deed.~~ **For any lot, the principal structure or the ADU shall be owner-occupied. If either the ADU, or the principal structure is leased, it must be registered and properly licensed as a rental by the Code Compliance Office.**

A public hearing has been duly called for the January 7, 2025 Planning Commission meeting and staff will present the full draft for your consideration.

FBC ADU Amendment

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO AMEND THE LANSING
CODIFIED ORDINANCES BY AMENDING PART 12, TITLE 6, CHAPTER 1250, TO ADD
1250.04.08, ALLOWING FOR ACCESSORY DWELLING UNITS ON PARCELS IN CERTAIN
ZONING DISTRICTS WITH A PRINCIPAL USE OF SINGLE-FAMILY DWELLING.

THE CITY OF LANSING ORDAINS:

Section 1. That Part 12, Title 6, Chapter 1250, of the Code of Ordinances of the City of Lansing,
Michigan be and is hereby amended to include 1250.04.08 as follows:

1250.04.08 ACCESSORY DWELLING UNITS

(a) Definitions:

ACCESSORY DWELLING UNIT. A dwelling unit detached from and accessory to a
principal Single-Family dwelling, also known as an ADU.

(b) In general, Applies to all Accessory Dwelling Units only.

**(1) In addition to the following requirements, an Accessory Dwelling Unit is
subject to all requirements of Section 1244.02, unless otherwise permitted.**

**(2) Only one (1) ADU is allowed on lots with an existing Single-Family principal
dwelling in the R-1, R-2, R-3, R-MX, and DT-1 zoning districts.**

**(3) An ADU shall be detached in the rear yard subject to the size limitations of
this chapter or be part of an accessory building (such as a converted garage or
carriage house), subject to the size limitations of Maximum Square Footage of
Detached Accessory Garages in Table 1250.04.01.**

(4) An ADU may have its first-floor finish elevation built at finished grade.

FBC ADU Amendment

(5) A principal structure shall not be divided into two (2) dwelling units for use as an Accessory Dwelling Unit.

(6) An ADU is limited to a maximum of two (2) bedrooms.

(7) For any lot, the principal structure or the ADU shall be owner-occupied. If either the ADU, or the principal structure is leased, it must be registered and properly licensed as a rental by the Code Compliance Office.

(c) Site Layout Requirements.

(1) Building Massing		
Minimum Height	12'	1 Story
Maximum Height	15'	1.5 Stories
Maximum Height of second story unit of a garage	20'	2 stories
ADU Ground Floor Area	Min. 400 sq. ft.	Max. Not to exceed the ground floor area of the principal structure, up to 1,000 square feet

(2) Building Placement	
Front Setback	ADU is prohibited from being placed anywhere within the Front Yard.
Minimum Setback from all side and rear property lines and other structures, if unattached	10'
Minimum Setbacks if second story unit of a garage	May maintain existing setbacks, subject to all Building Code and Fire Code requirements.

FBC ADU Amendment

Minimum Lot Size	R-1	7,500 sq. ft.
	R-2, R-3, R-MX, DT-1	6,000 sq. ft.
Maximum Coverage of rear yard	33%	
Maximum Lot Coverage with ADU	65%	

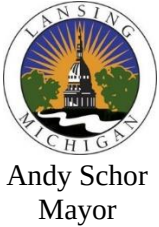
1

(3) Parking	
Parking	One (1) unobstructed parking space, in addition to the parking for the principal residence

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

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

7 Section 4. This ordinance shall take effect on the 30th day after enactment by City Council and
8 pursuant to Section 3-307 of the City Charter, this Chapter shall expire December 31, 2033.



Andy Schor
Mayor

LANSING PLANNING COMMISSION
Regular Meeting
December 3, 2024 - 6:30 p.m.
Neighborhood Empowerment Center
600 W Maple Street, Lansing, MI

MINUTES – DRAFT

1. OPENING SESSION

Ms. Alexander called the meeting to order at 6:30 p.m.

- a. Present: Katie Alexander, Tony Cox, Josh Hovey, Monte Jackson, Tim Klont, Shane Muchmore, Ted O'Dell, John Ruge
- b. Absent:
- c. Staff: Susan Stachowiak, Zoning Administrator. Doris Witherspoon, Senior Planner. Erin Buitendorp, Community Development Manager. Stephen Bezold, Planner.

2. APPROVAL OF AGENDA – The agenda was approved by unanimous consent

COMMUNICATIONS

Emma Henry, Executive Director, Capital Area Housing Partnership, email regarding the need for continued funding through the CDBG, HOME, and ESG to support its programs.

3. PUBLIC HEARINGS & ITEMS FOR ACTION

A. City of Lansing Annual Action Plan, Citywide Needs Hearing and Proposed Funding Allocations FY 2025-2026

Ms. Witherspoon stated that the purpose of the public hearing is to receive input on the proposed funding allocations for the Community Annual Action Plan for the fiscal year of 2025 - 2026. She said that the amount of the appropriations that the City will be receiving for fiscal year 2025 - 2026 are estimated to be the same as last year, but exact numbers are not available at this time. As with previous years, the City of Lansing will proceed with the Action Plan process/schedule and plan based on the previous year's allocations and adjust accordingly once the actual allocations are received. She said that the budget projections are subject to pro-rata adjustments based on the actual amounts awarded to the City of Lansing by the Department of Housing and Urban Development.

Ms. Witherspoon stated that CDBG funds can be used to fund housing rehabilitation, public service programs, and economic development that benefits persons of low to moderate income. She said that the HOME program provides down payment assistance for home buyers as well as funding for new housing and housing rehabilitation. ESG eligible activities include rapid re-housing, homelessness prevention, street outreach and emergency shelter operations.

Mr. Hovey opened the public hearing.

Angela Pruitt, Executive Director, Closing the Digital Gap, spoke in support of its programs and for increased funding for the digital literacy in community programing.

Deborah Gowan, Women's Center of Lansing, spoke in support of increased funding for domestic violence prevention and survivor assistance.

Khadja Erickson, The Hubris Collective, spoke in support of expanded coverage of existing programs and introduction of new programs related to homelessness outreach and prevention.

William Lawrence, Lansing RITDH, spoke in support of expanded coverage of existing programs and introduction of new programs related to homelessness outreach and prevention, as well as increased public comment information sharing.

Emma Henry, Executive Director, Capital Area Housing Partnership, spoke in support of other public comments related to permanent housing solutions.

David Vashaw spoke in support of increased funding for warming centers across the city.

Ms. Witherspoon addressed several of the comments to connect citizens with City of Lansing departments and services that are ongoing and help meet the needs that had been mentioned.

Seeing no one else wishing to speak, Mr. Hovey closed the public hearing.

4. **COMMENTS FROM THE AUDIENCE** – None

5. **RECESS** – Not taken.

6. **BUSINESS**

A. **Consent Items**

(1) Minutes for approval: October 1, 2024

The minutes from the October 1, 2024 Planning Commission meetings were approved without objection.

B. **Old Business** – None

C. **New Business**

(1) **Act-6-2024, 2000 Lewton Place, Horne Drain Easement Vacation**

Ms. Stachowiak introduced the request from the Spalding DeDecker, on behalf of the Lansing School District, to vacate the Horne Drain Easement at 2000 Lewton Place to facilitate additional use of the Lewton Elementary School site. Mr. Bezold provided additional information and stated that a 6” drain was constructed through the property in 1940 and subsequently abandoned when a 27” drain was built alongside it in 1948. Both currently exist within the same easement area. The Horne Drain was transferred to the City in 1959. Storm drainage from the Westchester/Cambridge neighborhood north of the area was redirected to a new storm sewer under Mt. Hope Ave. constructed in 1968. The remnants of the Horne and the Horne-Westchester drains primarily pick up groundwater on the Lewton Pl. property, if still functional. No maintenance has been done on either drain since the 1960s.

Neither drain serves a publicly necessary function, as confirmed by the Public Service Department, and staff recommends approval of Act-6-2024 to support the goals of the Lansing School District, with conditions set forth by the Public Service Department.

Mr. Cox asked if there would be any significant runoff generated by the vacation of the drain easement. Mr. Bezold responded that there were no concerns raised by the Public Service Department, as the drainage for the area has been redirected through the Mt. Hope Avenue Drain since its construction in 1968.

Mr. Muchmore asked about the nature of the flowable fill that Public Service will require for the abandonment of the pipe between the manhole and Mt Hope Avenue. Ms. Buitendorp responded that flowable fill is substance that would block debris while allowing water flow.

Mr. Muchmore made a motion, seconded by Mr. Jackson, to recommend approval of Act-6-2024, 2000 Lewton Place, Horne Drain Easement Vacation with the following conditions:

- Spalding DeDecker confirms the location of the manhole near the west property line; and
- An easement granting the City of Lansing a right of access to the terminal manhole at the west property line, if existing, is executed.
- There is abandonment (flowable fill) of the drains between the manhole and Mt Hope Ave.; and
- The Lansing School District acknowledges and accepts the groundwater conditions after the abandonment of the drains.

On a voice vote the motion carried 8-0.

- 8. REPORT FROM PLANNING & ZONING OFFICE – None**
- 9. COMMENTS FROM THE CHAIRPERSON – None**
- 10. COMMENTS FROM COMMISSION MEMBERS – None**
- 11. PENDING ITEMS: FUTURE ACTION REQUIRED – None**
- 12. ADJOURNMENT – The meeting was adjourned at 6:57 p.m.**

Act-7-2024, 1801 N Washington Ave, Utility Easement - STAFF REPORT

An Act 33 Review is a planning level review of the **location, character, and extent** of public improvements and City property transactions. Act 33 Reviews are conducted by the City of Lansing pursuant to the provisions of the Michigan Planning Enabling Act (P.A. 33 of 2008) and Section 208 of the Lansing Code of Ordinances.

APPLICANT	Consumers Energy
PROPOSAL:	Permanent easement for natural gas distribution line infrastructure
PARCEL(S):	1801 N Washington Ave PID # 33-01-01-09-127-002
CURRENT OWNER(S):	City of Lansing
EXISTING LAND USE & ZONING:	Use: Reasoner Park (city park) Zoning: R-6a Residential
PROPERTY SIZE AND SHAPE:	6.78 acres, irregular
SURROUNDING ZONING & LAND USE	North: IND-1, R-6a; motor vehicle repair, residential South: R-6a; residential West: IND-1, MX-C; motor vehicle repair, vacant East: IND-1, R-MX; vacant, residential

ANALYSIS

BACKGROUND:

Consumers Energy proposes to create a 12-foot utility easement around the southwest, west, and north property lines of Reasoner Park, 1801 N Washington Avenue for the purpose of installing underground natural gas distribution lines that will serve customers within the City.

LOCATION:

Reasoner Park is in the north-central area of the city at the intersection of N Grand River Ave. and W North St. Single-family residential, motor vehicle repair stations, and industrial land uses surround the park. The natural gas distribution lines will connect to neighborhood properties.

CHARACTER:

The area of the proposed easement within the park is unimproved grassland.

EXTENT:

The extent of the infrastructure will be underground, within the 12 feet space along the border of the property. The terms of the easement prohibit any future park improvements within the area of the easement .

AGENCY REFERRALS

Lansing Board of Water and Light (BWL)

- No comment received.

Public Service Department:

(Dan Danke, Engineer)

- Transportation has no comments.
- The CSO 016-017 construction plans for Seager Street, Russell Street and Capitol Avenue – vacated [[were forwarded to Planning and Zoning](#)].
- There is a 10” City storm sewer that runs in the vacated ROW of Capitol Avenue.
- Capitol Avenue between Russell Street and Reasoner Street was vacated in 1966 (see attached). The resolution reserves a utility easement in the vacated ROW and reserves specific rights for the utilities. Since gas main is included in the utility easement, it is recommended that Capitol Avenue vacated be excluded from Consumers Energy’s easement.
- Consumers Energy should provide a better easement plan with a metes and bounds easement description.
- The easement document calls for temporary easements for Temporary Work Areas (TWA). The temporary easements need to have specific dimension and a definitive end date.
- The conditions of the proposed easement, both permanent and temporary, grant exclusive use rights to Consumers Energy over Park property.

Building Safety Office:

- No comment received.

Lansing Fire Department:

- No comment received.

Lansing Parks and Recreation Department:

(Brett Kaschinske, Director)

- Consumers has worked with us on this and we have no issues.

STAFF RECOMMENDATION

Staff recommends approval of Act-7-2024 as proposed.

Respectfully submitted,
Andy Fedewa, Planner

AERIAL





ACT 33 REVIEW APPLICATION

CITY OF LANSING
PLANNING OFFICE

Reset Form

Print

FILE NUMBER: ACT-_____

DATE SUBMITTED: _____

Applicant: Consumers Energy

Address (including zip code): One Energy Plaza, Jackson MI 49201

Phone number: 517-788-8912

Fax number: _____ Email: Joseph.LawsonIII@cmsenergy.com

Interest in Property:

☐ Owner ☐ Represent owner ☐ Option to buy

☒ Other: Public Utility Easement Request

If applicant of not the owner, or if there is more than one owner, provide the following information (attach additional sheets if necessary):

Name of owner(s): Same as above

Address (including zip code): _____

Phone number(s): _____

Fax number: _____ Email: _____

SUBJECT PROPERTY GENERAL INFORMATION:

Address (if any): 1801 N. Washington Avenue

Location description: SW Corner of Russell St & N Washington Avenue

Permanent parcel #: 33-01-01-09-127-002

Legal description (see note below): attached

Applicant's proposal: Acquire the necessary easement to permit the installation of a replacement underground natural gas distribution line in order to update and improve the existing facilities and to further continue to provide natural gas service to those customer within the City of Lansing.

REQUESTED ACTION: (please check one)

☐ City Acquisition of Property

☐ Street or Alley Closure

☐ City Sale of Property

☐ Vacation of R.O.W

☐ Significant Change of Use of City Property

☒ Other: **Public Utility (Consumers Energy) Easement Acquisition**

What positive impacts (if any) will occur as a result of approving this proposal?

The requested easement will provide the necessary area to allow for the upgrade and replacement of our natural gas infrastructure servicing the immediate area. By locating the gas distribution line as requested will minimize or negate any future impacts to the public road right of way should there be a need for maintenance or future taps of the line. This location will also help minimize any potential conflicts with future utility installations or road projects within the public right of way.

What negative impacts (if any) will occur if this proposal is not approved?

Should Consumers be required to locate the replacement line within the public road right of way, installation of said line could potentially have a negative impact on the public road infrastructure and those who use it.

What negative impacts (if any) will occur as a result of approving and implementing your proposal?

No anticipated negative impacts have been noted with the proposed location of the line or the requested approval of the easement.

Please fill out this application **COMPLETELY** and make sure that the following items are included:

Maps describing proposal. Maps should be readable and drawn to a specific scale.

Any other materials, brochures, pictures, etc. which will further explain the proposal.

NOTE:

If the action applied for will result in transfer of legal title from the City to the applicant or another or if the City otherwise requires, the applicant agrees to provide at the applicant's expense:

- A certified legal description
- Title insurance
- An appraisal
- An environmental report for the property

or to pay for same at closing, whichever the City determines.

FEES:

Consolidated Rate: \$650.00

Signature of applicant:

Joseph
Lawson III

Digitally signed by Joseph
Lawson III
Date: 2024.12.18
08:34:38 -05'00'

/ 12.18.2024

Date

Signature of owner(s):

Joseph
Lawson III

Digitally signed by Joseph
Lawson III
Date: 2024.12.18
08:34:52 -05'00'

/ 12.18.2024

Date

_____/ 12.18.2024

Date

_____/ 12.18.2024

Date

SUBMIT THE FULLY COMPLETED APPLICATION TO THE ADDRESS BELOW.

For assistance, please contact:

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

EASEMENT FOR PIPELINE

LAN 8 HP EIRP

SAP# 43408173

Agreement# MI00000080481

The CITY OF LANSING, a Michigan municipal corporation, 124 West Michigan Avenue, Lansing, Michigan 48933 (hereinafter "Owner") for \$1.00 and other good and valuable consideration [*exempt from real estate transfer tax pursuant to MCL 207.505(f) and from State real estate transfer tax pursuant to MCL 207.526(f)*] grants and warrants to CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201 (hereinafter "Consumers") a permanent easement to enter Owner's land (hereinafter "Owner's Land") located in the City of Lansing, County of Ingham, and State of Michigan as more particularly described in the attached Exhibit A to construct, operate, maintain (including cathodic protection systems), inspect (including aerial patrol), survey, replace, reconstruct, improve, remove, relocate, change the size of, enlarge, protect, and abandon in place a pipeline in, on, under, over, across, and through a portion of Owner's Land (hereinafter "Easement Area") as more fully described in the attached Exhibit B, together with any associated valves, fittings, location markers and signs, communication systems, utility lines, protective apparatus and all other equipment, appurtenances, and facilities, whether above or below grade, necessary, useful or incidental to or for the operation or protection thereof, and to conduct such other activities as may be necessary or convenient in connection therewith as determined by Consumers for the purpose of transmitting and distributing natural gas.

Acceptance of the Property: Consumers has examined the Easement Area prior to the execution of this agreement and accepts same in the condition as it exists at the execution of this agreement and waives any and all claims Consumers may at any time have against Owner related to the condition of the Easement Area, except where provided in the Section titled Environment below or required by law. Owners shall have no obligation to make any repairs to the Easement Area.

Additional Work Space: Owner further grants to Consumers, during initial construction and installation only a temporary easement to use additional work space (hereinafter "Temporary Work Area" or "TWA"), and during any such use, Consumers' rights with respect to the TWA shall be exclusive even as to the Owner, and Owner shall not use or allow others to use the TWA during said initial construction and installation.

Access: Consumers shall have the right to unimpaired access to said pipeline, and the right of ingress and egress on, over, and through Owner's Land for any and all purposes necessary, convenient, or incidental to the exercise by Consumers of the rights granted hereunder.

Trees and Other Vegetation: Owner shall not plant any trees within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation within the Easement Area.

Buildings/Structures: Owner agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, engineering works, installation or any other type of structure over, under, or on said Easement Area, whether temporary or permanent, natural or man-made, without a prior written agreement executed by Consumers' Real Estate Department expressly allowing the aforementioned.

Ground Elevation: Owner shall not materially alter the ground elevation within the Easement Area without a prior written agreement executed by Consumers Real Estate Department allowing said alteration.

Restoration: Consumers shall restore as reasonably as practicable all that portion of Owner's Land damaged by Consumers during the original installation, maintenance, repair, replacement, or removal of Consumers' facilities on Owner's Land pursuant to this easement to a condition existing immediately prior to the damage to Owner's Land; provided however, the provisions of this paragraph shall not apply to anything located within the Easement Area in violation of any other provisions contained in this easement.

Exercise of Easement: The nonuse of the Easement Area for any period of two (2) or more years shall be deemed a termination of this agreement and Consumers, at its sole cost and expense, shall perform work necessary to stabilize the abandoned facilities, including, but not limited to purging the pipes with nitrogen or as is standard in the industry and subsequently restore the surface of such Easement Area, subject to normal wear and tear.

Environmental: Without limiting any other provision of this agreement, Consumers shall comply in all material respects with all applicable constitutional provisions, laws, ordinances, orders, requirements, rules, and regulations made by any governmental entity, body, or authority relating to its property and operations under this agreement. If Consumers' use of the Easement Area results in the presence on, in, or under the Easement Area (which includes but is not limited to the groundwater underlying the Easement Area) of contaminants, hazardous waste, hazardous substances, pollutants, or toxic substances, as currently or hereafter defined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 USCA 9601 *et seq*; the Resource Conservation and Recovery Act (RCRA), 42 USCA 6901 *et seq*; the Toxic Substances Control Act (TSCA), 15 USCA 2601 *et seq*; the Michigan Natural Resources and Environmental Protection Act, MCL 324.101 *et seq*; or any other similar existing or future statutes, Consumers will to the extent caused by Consumers, its employees, agents, contractors, and/or subcontractors or anyone authorized by or on behalf of Consumers at no cost to Owner, immediately notify Owner and promptly take:

- 1) all actions that are required by any federal, state, or local governmental agency or political subdivision, and
- 2) all actions that are necessary to restore the Easement Area to the condition existing prior to the release or introduction of such contaminants, hazardous waste, hazardous substances, pollutants, or toxic substances, notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies. The actions required by Consumers pursuant to this paragraph include, but are not limited to:

- a) the investigation of the environmental condition of the Easement Area;
- b) the preparation of any feasibility studies, reports, or remedial plans required by law or governmental policy, and
- c) the performance of cleanup, remediation, containment, operation, maintenance, monitoring, or restoration work, whether on or off the Easement Area. Consumers will proceed continuously and diligently with such investigatory and remedial actions.

The parties will provide to each other copies of all test results and reports generated in connection with the above activities and copies of all reports submitted to any governmental entity free of cost. No cleanup, remediation, restoration, or other work required to be performed pursuant to this paragraph will require or result in the imposition of any limitation or restriction on the use of the Easement Area without prior notification and approval, which shall not be unreasonably withheld, to the other. The provisions of this paragraph will survive the term or any termination of this agreement.

Ownership: Owner covenants with Consumers that they are the lawful fee simple owner of the aforesaid lands, and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

Successors: This easement shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.

Counterparts: This easement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

Indemnification: Consumers shall at all times assume all liability for and protect, indemnify and save Owner, its successors and assigns, harmless from and against all actions, judgments, losses, orders, decrees, costs, and expenses brought or recovered against or incurred by Owner by reason of any death, bodily injury, personal injury, and loss or damage to Owner's Land as a result of Consumers' exercise of the rights granted hereunder or Consumers' presence on Owner's Land pursuant to this agreement. To the fullest extent allowable by law, Consumers shall at all times assume all liability for and protect, indemnify and save Owner, its successors and assigns, harmless from and against all actions, judgments, losses, orders, decrees, costs, and expenses brought or recovered against or incurred by Owner by reason of any death, bodily injury, personal injury, and loss or damage to Owner's Land in the Easement Area, to the fullest extent provided by law, as a result of Consumers' exercise of the rights granted hereunder or Consumers' presence on Owner's Land pursuant to this agreement. With respect to 3rd party claims, nothing herein shall be construed as a waiver by Owner of available defenses as a matter of law due to its governmental status, such as governmental tort liability. Consumers shall not permit any liens on the Owner's Land for any labor or material furnished to Consumers in connection with its use of the Easement Area.

Choice of Law: This License shall be governed by the laws of the State of Michigan, including as to interpretation, enforceability, validity, and construction. Venue shall be deemed proper in Ingham County, Michigan.

Disclaimer of Warranties: Owner has not and does not make any express, implied, or statutory representations or warranties of any kind to Consumers concerning the Owner's Land or Easement Area; the status of Owner's title with respect to the Owner's Land, the condition or usability of the Easement Area; or the parties' use of the Easement Area being in compliance with any statute, ordinance, or regulation, including, but not limited to those relating to the environment. The provisions of this section shall survive any termination of this agreement.

Damage: Owner shall have no liability for any loss or damage caused to Consumers' Facilities that may be occasioned by or through the acts or omissions of others.

Notice: Any notices required or permitted to be given under the terms of this agreement shall be in writing and mailed by registered or certified U.S. mail, return receipt requested, postage prepaid, and in any case duly and properly addressed to the party indicated below or such other address or recipient as the party to whom such notice is to be given may specify from time to time by notice to the other party in accordance with this paragraph:

To Consumers: Consumers Energy Company
 Business Services - Real Estate
 One Energy Plaza
 Jackson, Michigan 49201

To Owner: City of Lansing
 124 W. Michigan Ave.
 Lansing, Michigan 48933

With copy to:
Office of the City Attorney
124 W. Michigan Avenue, 5th Floor
Lansing, MI 48933

Each such notice shall be deemed to have been given and effective when mailed, as evidenced by the receipt of said mailing.

Date: _____ Owner: The CITY OF LANSING, a Michigan municipal corporation

Signature

By: _____

Print name

Its: _____

Print title

Acknowledgment

The foregoing instrument was acknowledged before me in _____ County,
Michigan,

On _____ by _____

Date

Print name

Print title

of The CITY OF LANSING, a Michigan municipal corporation, on behalf of the corporation.

Notary Public

County, Michigan

Acting in _____ County

My Commission expires: _____

After recording, return to:

Consumers Energy Company

One Energy Plaza

Jackson, MI 49201

Carrie Main, EP7-464

Consumers Energy Company

One Energy Plaza

Jackson, MI 49201

EXHIBIT A

Owner's Land

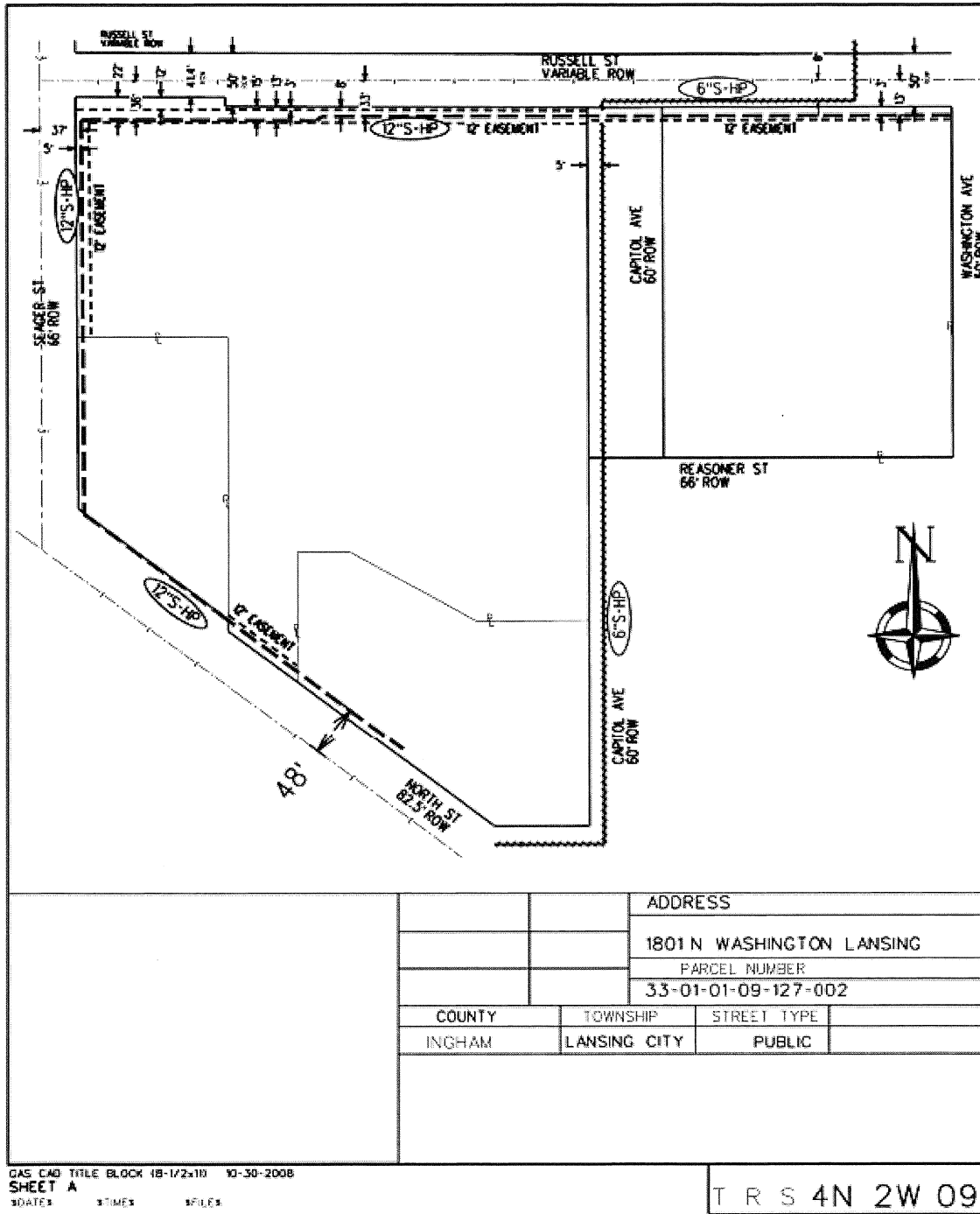
Land located in the City of Lansing, County of Ingham and State of Michigan:

A parcel of land located in the Northwest 1/4 of Section 9, Town 4 North, Range 2 West, described as: Lot 5, 6, 7 and the North 33 feet of Lot 4, Turner and Smith's Subdivision of Townsend's Subdivision, ALSO Lot 17, 37 through 48 and 65 through 73, Outlot A and part of vacated Capitol Avenue from Reasoner Street North to Russell Street, Maple Park Addition.

Parcel ID: 33-01-01-09-127-002

EXHIBIT B
Easement Area

A 12 foot wide strip of land as substantially depicted below:





To: MMGleespen EP12-246

From: DNHicks P26-702

CC: GRHyden EP1-401
JSRose P26-711
JLDrefft EP2-400

Date: February 15, 2024

Subject: SIGNING AUTHORITY LIMITS FOR REAL ESTATE ACQUISITIONS

Purpose: Designates the persons authorized to purchase real property or interests in real property on the Company's behalf. Authorization includes approval for payment requests associated with real estate transactions. This letter supersedes any prior authorization and is valid for one year from the date of signing.

Limits: Easements, Purchase & Sale Agreements, Option Agreements, Damage Agreements or Special Consideration Agreements – The higher of the purchase price or amount payable.

Oil & Gas Leases – The initial payment amount (including bonus)

Other Leases – The total rent payable during the initial or committed term.

Licenses and Permits – The total license fees payable for an assumed 10-year period.

Wind or Solar Easements and Leases – The initial payment amount

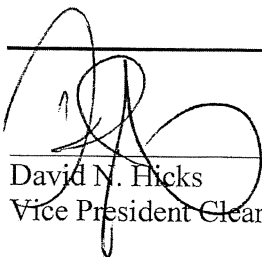
Temporary Work Agreements – Total amount payable

Administrative Documents:

Individuals identified below are authorized to sign administrative documents related to real estate acquisitions. Administrative documents include, but are not necessarily limited to: amendments, discharges, division orders, pooling agreements, transfer tax affidavits, closing statements, extensions, escrow agreements, affidavits and title statements.

SIGNING AUTHORITY LIMITS FOR REAL ESTATE ACQUISITIONS

<u>Title</u>	<u>Limit</u>	<u>Name</u>
Executive Director Real Estate	\$500,000	Jennifer S. Rose
Manager Real Estate	\$250,000	Robert J. Bourgeois
Manager Real Estate	\$250,000	Justin A. Claucherty
Manager Real Estate	\$250,000	Katie E. Pena
Manager Real Estate	\$250,000	Jason A. Vasaris
Supervisor Real Estate	\$100,000	Steven D. Betcher
Principal Asset Mgmt Analyst	\$50,000	Gerardo A. Evangelista
Senior Project Manager	\$25,000	Alicia M. Dolphin
Senior Project Manager		Aaron J. Fisk
Senior Project Manager		Stephen J. Schoenow
Senior Project Manager		Timothy J. Voss
Senior Project Manager		Sarah J. Watson
Senior Project Manager		Stacy L. Gilbertson
Senior Permit & Zoning Agent		Joseph Lawson III
Permit & Zoning Agent		Ashley M. Shoup
Project Manager		Patrick J. Fowler
Project Manager		Adam M. Hillman
Project Manager		William D. Jenness IV
Project Manager		Ashley N. Johnson
Project Manager		Julianne Langley
Project Manager		Michael E. Loper
Project Manager		Brandon R. McDowell
Project Manager		Kaycee L. Valkuchak
Senior ROW Agent	\$10,000	Noel D. Blazen
Senior ROW Agent		Patrick W. Lavery
Senior ROW Agent		Amber L. Wiswell



David N. Hicks
Vice President Clean Energy Development, EPM & Real Estate

2-19-24
Date

Act-8-2024, 520 S Washington Ave, Use of Right of Way - STAFF REPORT

An Act 33 Review is a planning level review of the **location, character, and extent** of public improvements and City property transactions. Act 33 Reviews are conducted by the City of Lansing pursuant to the provisions of the Michigan Planning Enabling Act (P.A. 33 of 2008) and Section 208 of the Lansing Code of Ordinances.

APPLICANT	Dymaxion Development on behalf of Ovation Center for Music and Arts (the Ovation)
PROPOSAL:	Use of rights-of-way (ROW), permanent easement for building components in W Lenawee St. and S Washington Ave. rights-of-way.
PARCEL(S):	520 S Washington Ave PID # 33-01-01-16-381-007
CURRENT OWNER(S):	City of Lansing
EXISTING LAND USE & ZONING:	Use: Place of assembly, Ovation Center for Music and Arts Zoning: DT-3 Downtown Core
PROPERTY SIZE AND SHAPE:	0.91 acres, irregular
SURROUNDING ZONING & LAND USE	North: DT-3; office, off-street parking South: DT-3; residential, office, off-street parking West: DT-3; office East: DT-3; office

ANALYSIS

BACKGROUND:

The new Ovation Center building, as designed by Albert Kahn Associates proposes building components in the form of roof overhangs, an accessibility ramp, and an internal room that would extend over the W Lenawee St. and S Washington Ave street rights-of-way to be accommodated. Per City policy, non-permanent use of the ROW, such as outdoor seating or signs, is approved through license agreements, while perpetual use of the ROW, such as building foundations and components, require easements reviewed by Planning Commission and approved by City Council.

Act-2-2023 was conducted to approve the purchase of the subject property. LS-23-2023 (lot split) was conducted to approve the lot splits and subsequent lot combinations that reconfigured the entire block.

LOCATION:

The Ovation is in the 500 block of S Washington Ave., at the corner of W Lenawee St. and S Washington Ave. of Downtown.

CHARACTER:

Please see below.

EXTENT:

The character and extent of the building components within the street ROW varies.

The roof overhangs extend past the west, north, and east building façades. Along W Lenawee St., it extends up to 1.6' past the property line into the ROW. Along S Washington Ave. it extends up to 2.48' past the property line. Both overhangs are up to 50' over finished grade.

The 8' wide ramps at the entrance of the Ovation extend 4.53' and 4.73' into the W Lenawee St. and S Washington Ave. ROW, respectively. The overhangs are approximately 14.3' over finished grade along W Lenawee St. and approximately 13.8' over finished grade along S Washington Ave.

The 5' wide accessibility ramp at the entrance of the existing building on the property extends 5.07' into the S Washington Ave. ROW.

The black box theater (called Green Room on attached plan sheet) extends 13.75' into the S Washington Ave. ROW, and will be 25' over finished grade.

AGENCY REFERRALS

Lansing Board of Water and Light (BWL)

- No comment received.

Public Service Department:

(Dan Danke, Engineer)

- An important piece of information was not included in the application. What is the clearance under the overhangs, especially the overhang on Washington Avenue? The architectural depiction indicates there is a sizeable clearance but no specific height is provided. [Staff confirmed clearance height, please see under 'Extent' section.]
- Public Service has no sewers under the proposed overhangs. Sewer separation for Washington Avenue is scheduled for 2029. Sewer separation for Lenawee Street is scheduled for 2034. The existing sewers are currently located under the roadway. They are all considered combined sewer. The 30" will likely be lined and maintained as a storm sewer. It is likely the other sewers will be replaced by a single sanitary sewer. Since there is an existing electric duct and gas main under the west greenway plus possible telecoms, it is unlikely that a sewer would be moved to the west greenway/sidewalk. The northeast corner has a catch basin, but that should not be an issue. A larger concern for the project is the electric duct at the corner.

- As a public Right of Way, utilities have a right to be located in it. Sheet 3.0 Ovation Utility plan (see attached) indicates there is gas, electric and street lights under the encroachment. There are likely telecoms under the sidewalk.
- There shall be sufficient clearance so that the utilities under the overhang can be maintained.
- The overhang shall meet the requirements of Chapter 32 – Encroachment into the Public Right-of-Way of the Michigan Building Code. It is recommended that the clearance be 15 feet or greater.
- Per Chapter 32 of the Michigan Building Code, drainage water from the overhang shall not flow over the public walking surface.
- There is a public sidewalk under the proposed overhang on Washington Avenue. This public sidewalk shall be maintained and shall be ADA compliant. It is recommended that the owner of the overhang be responsible for the repair and maintenance of the sidewalk while the overhang is in place.
- Make certain there is a reverter clause that grants the ROW back to the City when the building is demolished.

Building Safety Office:

- No comment received.

Lansing Fire Department:

- No comment received.

Lansing Parks and Recreation Department:

(Brett Kaschinske, Director)

- No objection.

STAFF RECOMMENDATION

Staff recommends approval of Act-8-2024 on condition that a reverter clause granting the use of the subject sections of the W Lenawee St. and S Washington Ave. ROW back to the city in the event of building demolition, is part of the easement agreement.

Respectfully submitted,

Andy Fedewa, Planner

AERIAL





ACT 33 REVIEW APPLICATION

CITY OF LANSING
PLANNING OFFICE

Reset Form

Print

FILE NUMBER: ACT-_____

DATE SUBMITTED:_____

Applicant: Dymaxion Development

Address (including zip code): 503 Mall Ct STE 312 Lansing, MI 48912

Phone number: 989-640-6682

Fax number: N/A

Email: B.Fox@dymaxiondevelopment.com

Interest in Property:

☐ Owner

☒ Represent owner

☐ Option to buy

☐ Other: _____

If applicant of not the owner, or if there is more than one owner, provide the following information (attach additional sheets if necessary):

Name of owner(s): City of Lansing

Address (including zip code): 124 W Michigan Ave. Lansing, MI 48933

Phone number(s): (517) 862-6159

Fax number: _____

Email: Dcochran@Ovationlansing.org

SUBJECT PROPERTY GENERAL INFORMATION:

Address (if any): 520 S Washington Ave

Location description: The land on southwest corner of the intersection of Lenawee St and Washington Ave.

Permanent parcel #: Part of 33-01-01-16-381-005 & Part of 3:

Legal description (see note below): A parcel of land being part of Lots 1-4 and 9-12, Block 149, Original Plat of the City of Lansing, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 2 of Plate Page 36, Ingham County Records, the boundary

Applicant's proposal: The applicant proposes constructing an ADA ramp within the R.O.W. in front of the 520 S Washington building and constructing the Ovation Center to include an 1 occupied overhang and 1 unoccupied overhang that protrude over the R.O.W.

REQUESTED ACTION: (please check one)

☐ City Acquisition of Property

☐ Street or Alley Closure

☐ City Sale of Property

☐ Vacation of R.O.W

☐ Significant Change of Use of City Property

☒ Other: Building to be constructed with overhang over R.O.W. and ADA ramp within R.O.W

What positive impacts (if any) will occur as a result of approving this proposal?

Through approving this proposal, the Lansing Public Media Center will be able to equally serve the community by offering ADA access to its facilities within the 520 S Washington building. Additionally, it will be able to construct a black box theatre to offer smaller-scale performances and events for community benefit if the space is allowed to function as designed with the overhang.

What negative impacts (if any) will occur if this proposal is not approved?

If the proposal is not approved, the Lansing Public Media Center will not have ADA ramp access to the building, thus inhibiting the ability for some community members to benefit from the services and offerings of this public amenity. Further, if the overhang is not approved, a substantial redesign of the Black Box Theatre Ovation Center will be forced to take place, shackling the functionality and budget.

What negative impacts (if any) will occur as a result of approving and implementing your proposal?

The team does not foresee any negative impacts.

Please fill out this application **COMPLETELY** and make sure that the following items are included:

- Maps describing proposal. Maps should be readable and drawn to a specific scale.
- Any other materials, brochures, pictures, etc. which will further explain the proposal.

NOTE:

If the action applied for will result in transfer of legal title from the City to the applicant or another or if the City otherwise requires, the applicant agrees to provide at the applicant's expense:

- A certified legal description
- Title insurance
- An appraisal
- An environmental report for the property

or to pay for same at closing, whichever the City determines.

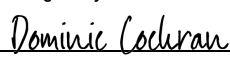
FEES:

Consolidated Rate: \$650.00

Signature of applicant:

 / 12/13/2024
Date

Signature of owner(s):

Signed by:  / 12/20/2024
905F1DF5A947427... Date
ovation Director, City of Lansing
_____/_____
Date
_____/_____
Date

SUBMIT THE FULLY COMPLETED APPLICATION TO THE ADDRESS BELOW.

For assistance, please contact:

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

[illegible]

o. Description	Date
Refer To Sheet Index For Complete Issue History	

DISCLAIMER:
Albert Kahn Associates, Inc. regularly updates electronic files during the development of a project. As a result, the date indicated in any CAD file drawing prior to its final release does not necessarily reflect the complete scope of work as defined in the contract. The contents in these files may therefore be preliminary, incomplete work in progress, and subject to change. Furthermore, information contained herein is the exclusive property of Albert Kahn Associates, Inc. The original data represented here by this information shall not be used, altered, or reproduced in any manner without the expressed written



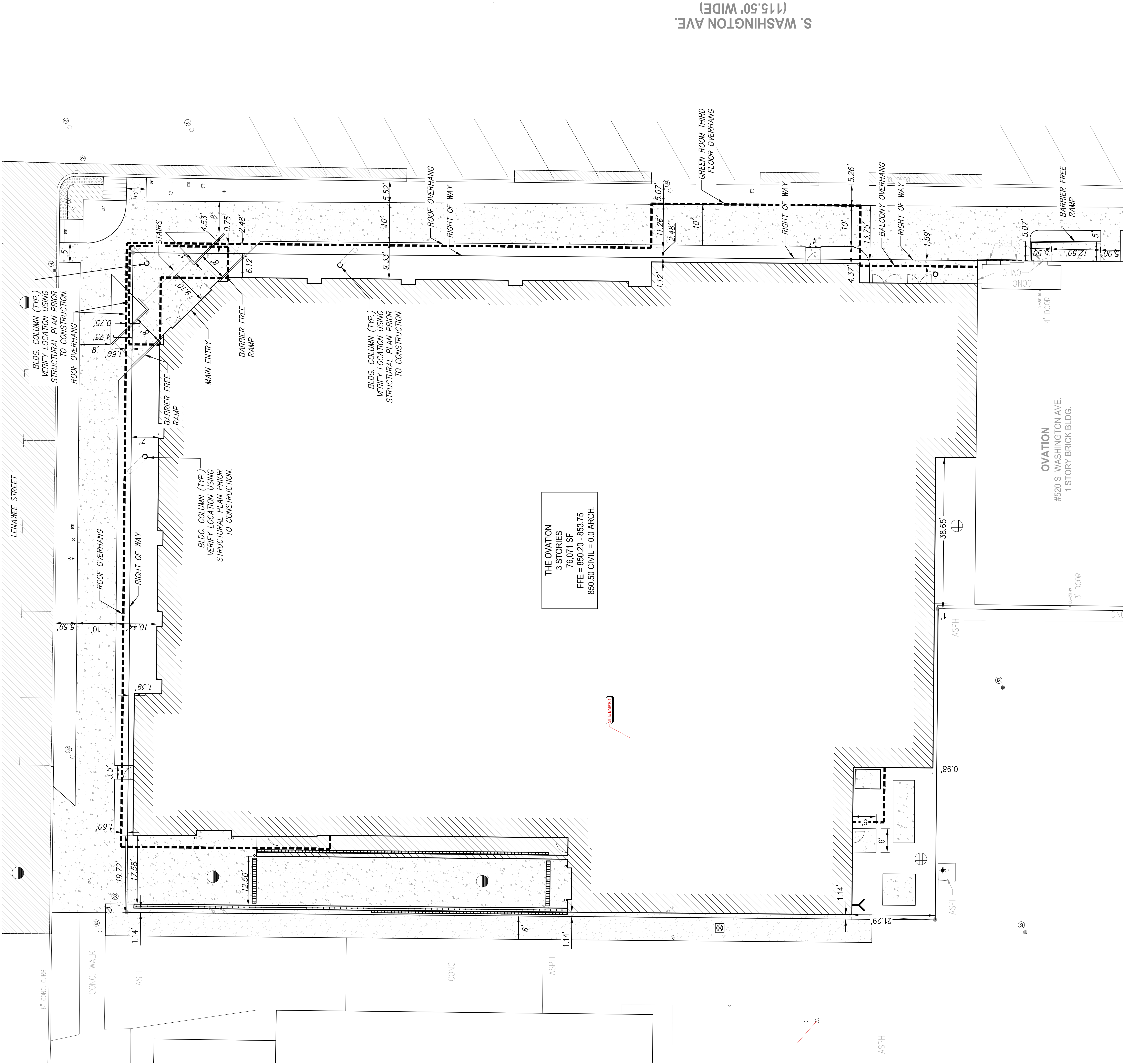
y Plan

THE OVATION
520 S. WASHINGTON AVE.,
LANSING, MI 48933

Charge	C. GENGLER
Designed	T. GERRISH
Drawn By	T. GERRISH / D. KATTOUAH
Checked	
Approved	Date 11/15/24
Sheet Title	

ACT 33 EXHIBIT

Sheet No. C6.0

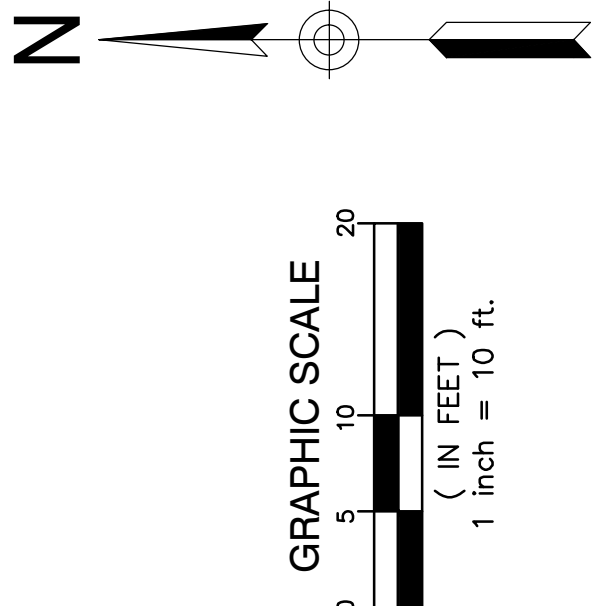
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PAVING CONSTRUCTION NOTES

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PROPOSED SIGN LEGEND

HCV[®] - RESERVED PARKING HANDICAP ONLY VAN ACCESS
ALL SIGNAGE SHALL BE IN ACCORDANCE WITH THE CURRENT M.U.T.C.D. AND THE MDOT
TRAFFIC AND SAFETY SIGN SUPPORT STANDARD PLANS.



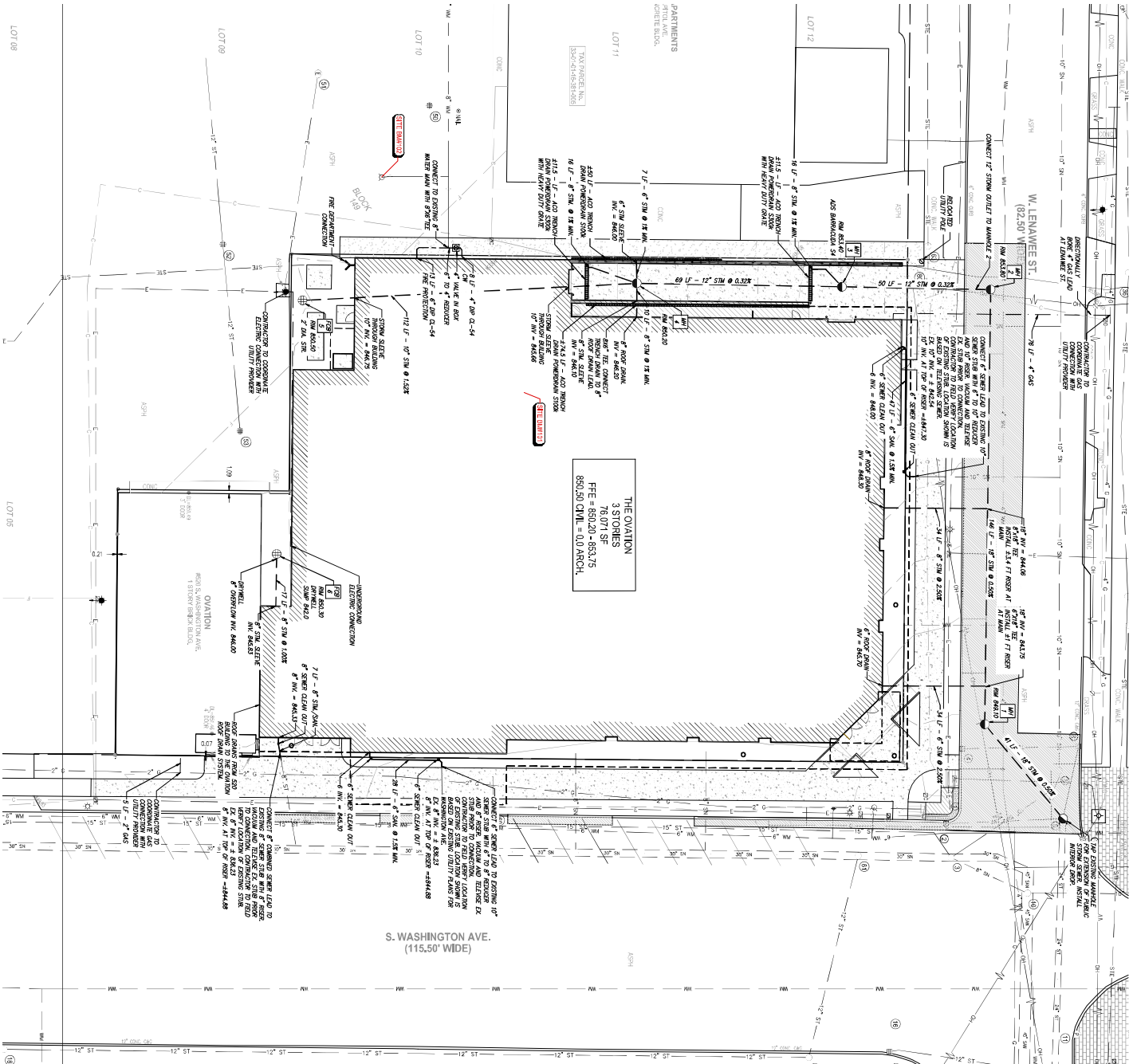
520 S. WASHINGTON AVE.,
LANSING, MI 48933

Drawn By	T. GERRISH / D. KATTOUAH
Checked	
Approved	Date 11/15/24

UTILITY PLAN

Job No.

Date Plotted: 5/14/2010 9:18:08 AM
File & Path: File Path:



SER. NO.	TYPE	RMG. ELEV.	RMG. DSIZE	RMG. SMC	INSTR.	W. 0/10/17
1	1" DIA. MANHOLE	851.80	18"	W	645.67	Out
2	1" DIA. MANHOLE	851.80	18"	W	645.67	Out
3	1" DIA. MANHOLE	851.40	18"	N	644.78	Out
4	ANS. MANHOLE FOR REINFORCED STRUCTURE	850.20	18"	W	645.07	Out
5	1" DIA. R/S	850.50	18"	N	645.07	Out
6	1" DIA. FIELD DITCH BASIN	850.50	18"	E	645.07	Out

- [illegible]

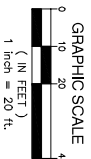
UTILITY NOTES

Q27658RA

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1 WATER MAIN A

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DOWNTOWN



OVATION
CENTER FOR MUSIC AND ARTS
PRESENTED BY MICHIGAN

ANNUAL PIANO FESTIVAL
Presented by the Michigan Music Foundation















