AGENDA
Committee on Development and Planning
Thursday, May 12, 2016 @ 11:00 a.m. (note time)
10th Floor Conference Room, City Hall

Councilmember Jody Washington, Chair
Councilmember Jessica Yorko, Vice Chair
Councilmember Judi Brown Clarke, Member

1. **Call to Order**

2. **Public Comment on Agenda Items**

3. **Minutes**
   - April 14, 2016
   - April 28, 2016
   - May 9, 2016

4. **Discussion/Action:**

   A.) RESOLUTION – Appointment of John Kaczynski; At Large Member of Planning Board; Term Expire June 30, 2018

   B.) RESOLUTION – Appointment of Joseph Quick; At Large Member of Board of Zoning Appeals; Term Expire June 30, 2018

   C.) RESOLUTION – Set a Public Hearing; ACT-5-2014; Sale of Grand Woods Park, W. Willow Highway and Grand Woods Park Drive

   D.) Information/Discussion – Life O'Riley

5) **Other**

6) **Adjourn**

COMMITTEE On Development + Planning DATE 5/12/16

Please print

NAME	ADDRESS	EMAIL	Representing	PHONE
Brian Brannick	435 Washington Sq South Lansing MI	bbrannick.mbk@gmail.com	Michigan Building Trades	517 2061066
Jim Bennett	BSO	Jim.Bennett@lansingmi.gov		4155
Bob Johnson	PNDD	robert.johnson@lansingmi.gov		4068

MINUTES
Committee on Development and Planning
Thursday, May 12, 2016 @ 11:00 a.m.
10th Floor Conference Room, City Hall

CALL TO ORDER
The meeting was called to order at 11:06 a.m.

ROLL CALL
Council Member Jody Washington, Chair
Council Member Jessica Yorko, Vice Chair- excused
Councilmember Judi Brown Clarke, Member

OTHERS PRESENT
Sherrie Boak, Council Staff
Bob Johnson, Planning & Neighborhood Development Director
Brett Kaschinske, Parks and Recreation Director
Jim Bennett, Building Official
Brian Brawwick, Michigan Building

PUBLIC COMMENT
No Comments

MINUTES
MOTION BY COUNCIL MEMBER BROWN CLARKE TO APPROVE THE MINUTES FROM APRIL 14, 2016 AS PRESENTED. MOTION CARRIED 2-0.

MOTION BY COUNCIL MEMBER BROWN CLARKE TO APPROVE THE MINUTES FROM APRIL 28, 2016 AS PRESENTED. MOTION CARRIED 2-0.

MOTION BY COUNCIL MEMBER BROWN CLARKE TO APPROVE THE MINUTES FROM MAY 9, 2016. MOTION CARRIED 2-0.

DISCUSSION/ACTION
RESOLUTION –Appointment of John Kaczynski; At Large Member of the Planning Board; Term to Expire June 30, 2018
Council Member Washington removed the item from action on the agenda due to an email that was received from Mr. Kaczynski that stated due to a personal matter he wished to be removed from appointments at this time.

RESOLUTION – Appointment of Joseph Quick; At-Large Member of the Board of Zoning Appeals; Term to Expire June 30, 2018
Mr. Johnson left the meeting to find out who Mr. Quick will be replacing.

The Committee reviewed the resume, application and Council Member Washington read his email noting why he could not attend this meeting and more criteria he can bring to the Board.

Mr. Johnson returned confirming Mr. Quick will be replacing Ms. Amber Shinn whose term expired June 2015.

MOTION BY COUNCIL MEMBER BROWN CLARKE TO APPROVE THE RESOLUTION FOR APPOINTMENT OF JOESPH QUICK TO THE BOARD OF ZONING APPEALS WITH A TERM TO EXPIRE JUNE 30, 2018. MOTION PASSED 2-0.

OTHER
Council Member Washington made a statement for the record that she and Council is aware that the Mayor has proposed a VETO on the recent Resolution for a Moratorium on PILOT's and she will not be asking for an override of that VETO. Council Member Washington concluded that she will put the request to rest and put to rest the proposed study on PILOT's, however will heavily scrutinize all incentives in the future.

RESOLUTION – Set a Public Hearing; ACT-5-2014; Sale of Grand Woods Park, W. Willow Highway and Grand Woods Park Drive
Mr. Kaschinske noted that the purchase agreement was submitted as required to the Clerk's office to be placed on file in April and it has met the 30 days. Mr. Kaschinske when on to detail the earlier agreements which in 2014 was extended with Delta Township. This had two contingencies, one being that if they sell it will go before the voters, and the second being Delta Township had to get the appraisal. The appraisal was presented to the City and has agreed on terms and will present to Council. Council Member Brown Clarke asked if they did a market study. Mr. Johnson noted that Delta Township did do the study, but acknowledged for the Committee that 50% of the property is in the flood way which can't be built on, and the balancing up to 90% is in the flood plain and also cannot be built on. This leaves 15 acres outside of any restrictions. There was a $600,000 negotiated price over 5 years which is uniform with federal standards, and both municipalities agreed. Council Member Washington asked if the $120,000 she saw in the budget was from this and it was confirmed. Mr. Kaschinske noted that it will be $119,000 in 2017, $120,000 every year after that till 2020. Council Member Washington asked where these funds would be used, and noted that the Council Members are hearing loud and clear from the residents that they want funds to go back into the parks. Mr. Kaschinske referenced the resolution for confirmation, and it was noted by Mr. Abood cited that there are sections in the Resolution for adoption that states "shall deposit proceeds from sales of designated park land in excess of city costs associated with such sale into the fund account used exclusively for park acquisition and development." Council Member Washington encouraged all parties to make sure the ballot language is clear on that. Council Member Brown Clarke asked if the funds could be deferred to the account for the Cooley Law School Stadium for sustainability and maintenance. If the funds can be ear marked for the proactive efforts for upkeep and annual maintenance of the ball park this could prevent the request for bonds. Council Member Washington acknowledged that the ball park is part of LEPFA and asked if it could still be considered public. Mr. Kaschinske stated this ball field is not part of the parks inventory. Council Member Washington acknowledged that with resolution Council will have to let it go, but would be something to consider in the future. Council Member

Brown Clarke encourage Mr. Kaschinske to then look at using the funds to make modification and beautification to the City parks common usage areas and aesthetics.

Mr. Abood confirmed the required notice time frame for a sale is fifteen (15) days.

MOTION BY COUNCIL MEMBER BROWN CLARKE TO SET THE PUBLIC HEARING FOR ACT -5-2014 FOR JUNE 13, 2016. MOTION CARRIED 2-0.

INFORMATION/DISCUSSION – Life O'Riley

Mr. Johnson outlined the last activity which included the order to vacate in 2014. The offices worked with Andy Schor's office to craft legislation that eventually approved and signed by the Governor. This enabled local units to have more enforcement power under the Bureau of Construction Codes and allow enforcement under that code for manufactured homes. Mr. Bennett distributed timelines of the work to the Committee, noting that currently there is a provision by the State that if nothing is done by June 18, 2016 they will have their license. Mr. Johnson added his office began meeting on April 17th in preparation for the June 18th date.

The discussion went into the difference on enforcing residential homes vs. manufactured homes; manufactured homes that are rented on rented land in parks vs. manufactured home that are owned sitting on rented land in parks; titles on the manufactured homes that make them like vehicles where the demolition of them would not be the same as if a blighted single family home. Council Member Brown Clarke asked if the manufactured homes are owned by individuals if they have 90 days to remove them. Mr. Bennett confirmed that is one option that has been discussed with the City Attorney office. There is not a lot of options of older manufactured homes because some parks will not allow homes of an older age to be moved into their parks. For a long time manufactured homes could not be regulated like rentals because of how rental housing law was written, but now they can do that and enforced under code compliance. Council Member Brown Clarke asked why if the manufactured homes have titles like vehicles why they cannot be towed off site as an abandoned vehicle. Mr. Bennett informed her that required titles on manufactured homes did not come to occur until later so some of the homes do not have titles but serial numbers. If a park already owned it they would not have to register the title, only if it was owned by someone else. There is has also been issues on clarification with which trailers the Life O'Riley park owned and which they did not. Prior to the City having jurisdiction the park also tried selling their trailers to people on land contract.

Council Member Washington asked how many manufactured home parks are in the City, and Mr. Johnson confirmed 3. Council Member Washington asked if those parks were being enforced at the high standards to prevent similar violations. Mr. Bennett confirmed that with the new legislation that was signed by the Governor, when the homes come up for relicensing they will need verification by the City and then the City can do an inspection at that point. To the departments best knowledge River View Park is in compliance.

Council Member Washington pointed out that if Life O'Riley does not meet the June 18th deadline there is the potential of $100,000 in property taxes, so what can the City do to recoup that. Mr. Johnson added they are also $160,000 in the rear with BWL, however he has already started discussion with Mr. Bennett to address options such as nuisance abatement, special assessment however that involves up to 3 year before facing foreclosure. The group discussed options and conditions for the removal of the homes and the site. Mr. Bennett did confirm that as far as the rest of the infrastructure, they have done nothing for sanitary sewer or gotten a permit to get a backflow prevention installed.

Council Member Washington asked if any criminal charges have ever been filed. Mr. Johnson noted to his knowledge there was nothing filed. As part of the approval for service the owner has stated they contacted DEQ about becoming a campground, however the Mayor has vocally stated he does not want that and the DEQ provided the owners with the requirements needed however they have not applied as of today.

Council Member Brown Clarke asked if someone rents manufactured homes now do we inspect. Mr. Bennett stated they do as part of the rental ordinance, however the according to law they cannot inspect at a higher standard then what the standard was when it was constructed. Council Member Brown Clarke suggested the Department contact East Lansing to see what process was done with the trailer park on East Grand River that was cleared and now has a Whole Foods store on.

The Committee held a brief discussion on the potential for the property.

Mr. Bennett concluded that they are actively working with the City Attorney office to be ready to act on the deadline date of June 19th.

Council Member Washington invited Mr. Johnson to the Committee meeting on June 9th for presentation and discussion on the work the Capital Area Housing Partnership, and asked Council staff to invite Ms. Amy Kraus to attend also.

Adjourn at11:55 a.m.
Submitted by,
Sherrie Boak, Recording Secretary,
Lansing City Council
Approved by the Committee on June 9, 2016

DRAFT

MINUTES
Committee on Development and Planning
Thursday, April 14, 2016 @ 10:00 a.m.
10th Floor Conference Room, City Hall

CALL TO ORDER
The meeting was called to order at 10:00 a.m.

ROLL CALL
Council Member Jody Washington, Chair
Council Member Jessica Yorko, Vice Chair- left at 11:11 a.m.
Councilmember Judi Brown Clarke, Member.

OTHERS PRESENT
Sherrie Boak, Council Staff
Joseph Abood, Interim City Attorney
Pat Lindemann, Drain Commissioner
Paul Pratt, Drain Commissioner Office
Susan Stachowiak, Planning and Neighborhood Development
Bill Rieske, Planning and Neighborhood Development
Kathy Miles
Jon Miles
Michael Woodworth, Woodworth Law
Gina Woodworth, Woodworth Law
Dave VanHaaren, Potter Flats
Joel Ferguson, Ferguson Development
Council Member Wood

Council Member Washington spoke to the group and Committee Members assuring them that she is well aware of what occurs at the Committee and Brownfields and reports on behalf of the Committee at the Council meeting. The confusion that occurred at the last Council meeting was due to poor communication between Council Staff providing information and what was listed on the agenda.

MINUTES
MOTION BY COUNCIL MEMBER YORKO TO APPROVE THE MINUTES FROM MARCH 24, 2016 AS PRESENTED. MOTION CARRIED 3-0.

DISCUSSION/ACTION
RESOLUTION – INGHAM COUNTY DRAIN COMMISSIONER MONTOGOMERY DRAIN DRAINAGE DISTRICT EASEMENTS

Mr. Woodworth provided the Committee with a Resolution that he stated his office wrote and had spoken to the City Attorney on. Council Member Yorko asked for clarification on why there were two hearings, and Council Member Brown Clarke asked for clarification on the language.

Mr. Abood arrived at 10:06 a.m. and distributed his version of a proposed resolution. Mr. Abood then walked the Committee thru his resolution and highlighted the differences between the two resolutions. Mr. Woodworth voiced a concern with the sunset provision in Mr. Abode's resolution and the notes of limited access.

Mr. Rieske stated to the Committee that after discussion with City Departments and review of ACT 33, and he was directed that the Department wants the Conservation Easement with a sunset period at the end of the monitoring period. Also, similar to the park, we don't need the description of the entire easement to describe the access provided within the park. Mr. Woodworth stated again that the sunset item was an issue, and does not believe anyone with the made contact with the DEQ to determine if that is what they want. In terms of having accessibility for the DEQ, Mr. Woodworth stated it should not be a problem in allowing them access. Mr. Lindemann assured the Committee that DEQ puts easements in and monitoring timeline is spelled out. Access to it is for monitoring for the DEQ staff. Mr. Woodworth pointed out to Mr. Abood issues that the "Be it resolved" in his resolution refers only to the Conservation Easement. Mr. Abood stated he would make it reflect the appropriate easements. Mr. Rieske informed the Committee he was directed that Mr. Gamble wanted to address the other easements in separate resolutions. Mr. Lindeman was informed by Mr. Pratt that their DEQ consultant just informed Mr. Pratt that any change to the conservation easement is a no go. Discussions continued on the difference between the two proposed resolutions.

Council Member Washington stated her opinion that she was not comfortable taking action on a Resolution with pending issues between the applicant's attorney's resolution and one that the City Attorney office presented. A Committee meeting can be set for Monday night before the Council meeting if need be. Mr. Lindemann assured them that Mr. Woodworth had been talking to Mr. Abood, however his group had not seen the Resolution proposed by Law until this meeting. Council Member Washington then asked if Law could work with Mr. Woodworth and make any changes immediately. Mr. Abood acknowledged also that he had been speaking with Mr. Woodworth for days and Mr. Woodworth resolution is appropriate. Mr. Abood also added the he wanted Law to draft a resolution and they did work with Public Service.

The Committee discussed the cost, and it was reiterated from earlier presentations that it will be up to Council on how it gets paid, however currently Ingham County does not know the entire cost of the project.

Council Member Brown Clarke asked for affirmation that once this resolution for easements is approved by Council, wills the Council have any other opportunity to approve or deny the project. Mr. Lindemann assured her there will be public scope hearings and they will bring the plan to Council when it is 60-65% done for their input and the Drain Commissioner will listen to their input and consider their suggestions and entertain any suggested changes. The plans have to be approved by the Drain Office. Before approval there will be one hearing at Foster, one presentation at Council, Townships, East Lansing, MDOT, and the County. Then the last part of the design is to take into consideration all the comments. Chapter 20 provides for options of payment of the assessments. Mr. Lindemann noted that the petition has been

processes, the hearings have been held, and they have been deemed the authority to assess. Council Member Brown Clarke reiterated for the Committee and all present that Council needs to look
into the future to make sure there are opportunities for consideration when there are issues.

Council Member Yorko noted her understanding that Law does not want a financial risk.

MOTION BY COUNCIL MEMBER YORKO TO APPROVE THE RESOLUTON FOR THE MONTGOMERY DRAIN DRAINAGE EASEMENTS AS PRESENTED BY MR. WOODWORTH WITH THE CAVAET THAT THE CITY CAN BE ASSURED THERE WILL BE SOMETHING TO ADDRESS THE FINANCIAL RISK.

Council Member Washington asked Mr. Abood and Mr. Woodworth to work together to present a resolution for action Monday night. Council understands they cannot tie DEQ and cannot add financial pieces, and each easement needs to be addressed.

COUNCIL MEMBER YORKO WITHDREW HER MOTION.

Mr. Woodworth noted he would work with the City Attorney, however he is not positive that there can be an agreement to write the resolution to address the impacts of the financial decision.

Mr. Abood acknowledged he did not have the time to thoroughly vet the resolution from his office, but is confident with the resolution by Mr. Woodworth. Mr. Abood admitted however that he did still have a concern about the financial item. Council Member Washington asked Mr. Abood if he could sign off on the resolution submitted by Mr. Woodworth, and Mr. Abood stated he could.

Mr. Abood then presented the Committee with a copy of a will for Ranney Park when it was dedicated to the City because of concern he wanted to make sure the City did not lose the park. Mr. Woodworth submitted his legal opinion that addressed it, and no lose. Council Member Yorko requested that the park remain a recreational use. Mr. Abood assured them that the language in the easement itself contains the correct language, and he feels comfortable with this also.

Mr. Gamble acknowledged the collaboration between the City, the Council and the Ferguson Group towards protecting future right of ways and blending the Red Cedar Renaissance. The Drain Commissioner has assured the City Administration he will work collaboratively on the designs, this Resolution will clear the way for the Drain Office to start the design, and this is the last formal approve that allows that to begin.

Council Member Brown Clarke recapped for Mr. Gamble the discussion that occurred before he arrived that brought to their attention his request for separate resolutions for each easement. Mr. Gamble admitted there were language issues that were resolved and any concerns addresses by the resolution presented by Mr. Woodworth. Therefore he admitted the Woodworth Resolution was satisfactory to the Administration.

MOTION BY COUNCIL MEMBER YORKO TO APPROVE THE RESOLUTION FOR THE MONTGOMERY DRAIN DRAINAGE EASEMENTS.

Council Members Brown Clarke and Washington recapped for Mr. Lindemann to assure them that this is the final process and the next steps will be the public hearings and presentations but no other formal opportunity for change. Mr. Lindemann agreed, adding that during the hearings and input he will listen, however if they are not happy Council can appeal. Mr. Woodworth added there is an appeal process to challenge the assessments.

Council Member Washington recapped the Motion on the floor which was to approve the resolution presented by Mr. Woodworth and signed off by Mr. Abood.

MOTION CARRIED 3-0.

Council Member Wood asked if Ranney Park will be similar to the project at Bancroft Park, and Mr. Lindemann noted the recreation will be enhanced.

Mr. Lindemann then asked the Committee to consider granting a resolution of support for a recent grant they are going to apply for National Parks and Recreation Association- Great Urban Parks Grant. Mr. Lindemann was asked for the deadline on the grant and information on it before they would add it to the Special Council Meeting on April 18, 2016. Mr. Lindemann stated the deadline was the end of the week of April 18th. Mr. Abood suggested a Resolution of Support not a letter since Council speaks thru Resolutions.

RESOLUTION- BROWNFIELD #65; POTTER FLATS REDEVELOPMENT PROJECT
MOTION BY COUNCIL MEMBER YORKO TO APPROVE THE RESOLUTION FOR THE BROWNFIELD #65; POTTER FLATS REDEVELOPMENT PROJECT.

Council Member Wood asked the representative about the status of the Green Initiative grant that was awarded to South Street in 2012 for $427,535.

Council Member Yorko left the meeting at 11:11 a.m.

And how does this play into the recent Brownfield request. Mr. Van Haaran could not verify how all the funds were spent but it was used on the existing property not on the new project, however he can look into it. That tax ID does have at least two major structures. Council Member Wood asked for the answer before April 25th.

MOTION CARRIED 2-0.

ORDINANCE – REPEALING THE EXISTING ABIGAIL ORDINANCE PILOT
Council Member Washington noted for the group that the owners/applicants have moved forward with a new PILOT with MSHDA in order to continue with the project at a 10% PILOT, therefore this one needs to be repealed.

MOTION BY COUNCIL MEMBER BROWN CLARKE TO APPROVE THE ORDINANCE TO REPEAL THE EXISTING ABIGAIL PILOT ORDINANCE.

Mr. Abood added to the discussion that the developer is repealing this ordinance because it is a bad ordinance, and they plan to provide a resolution of support to the Council to consider in support of their 10% application that they can submit to MSHDA. Mr. Abood advised the Committee they do not have to approve this resolution but it would help their MSHDA scoring. The Resolution can also come from the administration. Council Member Washington clarified that she is not opposed to it but if Council does it then they are setting precedence so she is

hesitant about broaching the subject. She then asked for reassurance from Mr. Abood that these types of resolutions will be no required, and Mr. Abood assured her. Council Member Brown Clarke reiterated what the MSHDA representative told the Council about ratings and points, and that they could score higher if they had local support. The question then was asked "what is local support". Could it be Council, Administration, and Ingham County, basically anyone who has buy in to their vision. Mr. Abood noted the question was asked and his opinion that the Administration could write a letter of support for the "local support", however he noted a concern since the PILOT is a legislative function. Council Member Washington reminded Mr. Abood that with their proposed 10% PILOT they do not come thru Council, so in this case they can go thru Administration.

MOTION BY COUNCIL MEMBER BROWN CLARKE TO APPROVE THE ORDINANCE TO REPEAL THE EXISTING ABIGAIL PILOT ORDINANNCE. MOTION CARRIED 2-0.

RESOLUTION – SET THE PUBLIC HEARING FOR Z-5-2015; 222 W GENESEE STREET FROM DM-3 RESIDENTIAL TO D-1 PROFESSIONAL

Mr. Swope informed the Committee that during his review of the codified ordinance it was brought to his attention that there was an error in the ordinance for this rezoning, even though the public hearing and notices were correct. After discussion with the City Attorney office they suggested a corrective action with a new hearing. The original ordinance even though adopted was null and void. Ms. Stachowiak confirmed the Zoning Board did see the correct document.

MOTION BY COUNCIL MEMBER BROWN CLARKE TO SET THE PUBLIC HEARING FOR MAY 23, 2106 FOR Z-5-2015; 222 W GENESEE FROM DM-3 RESIDENTIAL TO D-1 PROFESSIONAL. MOTION CARRIED 2-0.

Adjourn at 11:25 a.m.
Submitted by,
Sherrie Boak, Recording Secretary,
Lansing City Council
Approved by the Committee on_____

DRAFT

MINUTES
Committee on Development and Planning
Thursday, April 28, 2016 @ 11:00 a.m.
10th Floor Conference Room, City Hall

CALL TO ORDER
The meeting was called to order at 11:04 a.m.

ROLL CALL
Council Member Jody Washington, Chair
Council Member Jessica Yorko, Vice Chair
Councilmember Judi Brown Clarke, Member.

OTHERS PRESENT
Sherrie Boak, Council Staff
Susan Stachowiak, Planning & Neighborhood Development
Council Member Carol Wood
Karl Dorshimer, LEAP
Steve Willobee, LEAP
Mark Mello, UAW Local 7 Sheet Metal Workers
Price Dobernick, UAW 333
Fred Frederickson
Robert Long
Ken Jones, Studio Intrigue Architects
Chris Weir, Studio Intrigue Architects
Brian Brannick, Michigan Building Trades
Brett Stont, ATK Peerless
Joseph Abood, Interim City Attorney

MINUTES
Action on the April 14, 2016 minutes was moved to the next meeting.

DISCUSSION/ACTION
RESOLUTION- Set Public Hearing – SLU-1-2016, 2101 E. Mt Hope Avenue; Wireless Communication Tower in "A" Residential District – 100 year Flood Plain
Ms. Stachowiak noted the tower will be 700 ft. away from properties, surrounded by trees, however in the 100 year flood plan so it will require the DEQ permit. Council Member Washington asked what the need for the tower was for, and Ms. Stachowiak assured the Committee it was for additional coverage for Verizon for stronger coverage and the FCC allows them to also provide for 3 co-locations. Council Member Wood asked if the City would receive

revenue since it was on Krego Park. Ms. Stachowiak confirmed however did not have the exact amount, stating that would be know when the applicant goes thru the required ACT application process. This ACT will not require a public hearing though, and that is why they are doing this SLU first.

Council Member Washington reminded the public that just because the Committee agrees to set any public hearings it does not mean it is approved or coming back out of Committee after the hearing.

MOTION BY COUNCIL MEMBER BROWN CLARKE TO APPROVE THE RESOLUTION TO SET THE PUBLIC HEARING FOR JUNE 13, 2016 FOR SLU-1-2016; 2101 E. MT. HOPE AVENUE. MOTION CARRIED 3-0.

RESOLUTION – Set Public Hearing – Z-4-2016; South Edge Development, Rezoning from "DM-4" Residential; "F-1" Commercial & "D-1" Professional Office to "G-1" Business District

Ms. Stachowiak outlined the location, noting the area of the property, noting the City had rezoned the southeast to G-1 a year ago. The proposed mixed use project has grown and now the owner was able to obtain more area and expand the project. It was noted that G-1 allows the greatest density, no height limitations, no setbacks, and no parking requirements other than what needs to be required for employees, customers and residents.

Mr. Jones displayed a rendering that depicted maintain two of the historical homes already on the property, one being the Blake House. Everything in the project will be rented and planned for $1.25 - $1.75 per square foot, so market rate housing.

Council Member Wood asked about the F-1 zoning. Ms. Stachowiak clarified that this rezoning to all G-1 would put the whole area in G-1. Council Member Wood then asked if Medical Marihuana dispensaries would be allowed under the current ordinance they are drafting and Ms. Stachowiak noted they would not be allowed.

MOTION BY COUNCIL MEMBER BROWN CLARKE TO APPROVE THE RESOLUTION TO SET THE PUBLIC HEARING FOR JUNE 13, 2016 FOR Z-4-2016; SOUTH EDGE DEVELOPMENT. MOTION CARRIED 3-0.

INFORMATION DISCUSSION – Set Public Hearing – Z-3-2016; Lake Trust Site, "D-1" Professional Office and "F" & "F-1" Commercial to "G-1" Business

Ms. Stachowiak noted that ironically this application was for the block north of the previous request, Z-4-2016, and is the site currently owned by Lake Trust. The purpose is to rezone consistent with the area for G-1 and allowed the development to be marketed. This was done at the property of Oliver Towers also. It was noted that the Planning Department believes G-1 is the appropriate zone regardless of if there was already a plan or not, it allows for development consistent for what the City wants to see there. The Planning Department recommends approval. The concept drawings in the packet are potentially how it can be developed which allows for the building on the front property line, parking behind, mixed use with highest density, no limits on setback, height or parking. Currently the site is 80% surface parking.

Council Member Washington asked why rezone if there is currently no planned project, and Ms. Stachowiak stated this will fill the gap cause rest of block at and are south is already G-1.

Council Member Brown Clarke recommended not showing rendering of what might be because it creates the mind the intent and if Lake Trust is not proposing the development is should be left out.
Council Member Wood asked who was asking for the rezoning since Studio Intrigue is the applicant but not the owner. Ms. Stachowiak clarified they are acting on behalf of Lake Trust and it is documented in the application.

MOTION BY COUNCIL MEMBER YORKO TO APPROVE THE RESOLUTION TO SET THE PUBLIC HEARING FOR JUNE 13, 2016 FOR Z-3-2016; LAKE TRUST SITE. MOTION CARRIED 3-0.

INFORMATION/DISCUSSION – Z-2-2016; Vacant Lot west of 3000 Dunkel Road; "CUP" Community Unit Plan to "F" Commercial District
Ms. Stachowiak gave location details that noted the vacant lot location is next to the gas station on Jolly and Dunkel. It is currently zoned CUP which is an obsolete zoning designation in the City now. This property is owned by the same people as the station, and they wish to move the current Taco Bell out of the gas station into their own larger area with additional commercial opportunities Council Member Washington asked if Zoning is looking at other CUP site to get rezoned, and Ms. Stachowiak noted that there are opportunities but the land owner has to request the rezoning.

MOTION BY COUNCIL MEMBER BROWN CLARKE TO APPROVE THE RESOLUTION TO SET THE PUBLIC HEARING FOR JUNE 13, 2016 FOR Z-2-2016; VACANT LOT WEST OF 3000 DUNKEL ROAD. MOTION CARRIED 3-0.

RESOLUTION – Moratorium on PILOTS
Council Member Washington referenced the 2002 and 2003 Resolution on Moratorium and her recent draft resolution to enact a moratorium on PILOT for 9 months. This would give the City time to determine the number of units now, vacancies, how they are being cared for, if they are meeting their obligations and the financial return. This would also allow time for research into a regional aspect. Council Member Washington noted for the record that this moratorium does not mean there will be no more PILOTS, but this will allow Council to look at what is currently on the books, what is taken care of and what to do in the future. The nine months will begin May 9th and could end sooner. Mr. Abood acknowledged his familiarity with the 2002 and 2004 Resolutions and will review her draft. He noted that in 2002 and 2003 there were law suits from that moratorium so he will want to make sure this resolution is carefully drafted. Council Member Washington advised Mr. Abood that if the City has to make an exception for senior or ADA it can be brought back. Mr. Abood noted he would be looking at the HUD definitions to reflect on senior housing and ADA. The Committee agreed to meet on Monday, May 9th at 5:15 p.m. to finalize the Resolution to send out of Committee and recommend adoption that night at the Council meeting. Mr. Abood was advised to provide the final resolution for adoption to Council Member Washington the week of May 2, 2016 so that she can forward to the other Committee members.

INFORMATION/DISCUSSION - Brownfield Compliance and FOIA
Regarding SkyVue
Mr. Mello informed the Committee he had spoken to LEAP with questions on SkyVue and was advised to request the information in a FOIA. The FOIA was submitted to the Mayor's office on February 23, 2016. Mr. Mello then went on to speak on the need for accountability regarding the project Brownfield and tax incentive. Mr. Mello asked for site cleanup information, the asbestos report from the buildings, and wants to see the five (5) temporary wells on site and the

reports from the monitoring of those wells. Mr. Mello concluded that he opposes LEAP and their funding and spending, he is opposed to out of town contractors and developers.
Council Member Washington informed the Committee that she had spoken to LEAP, and is aware the City of Lansing historically had been a manufacturing City which might not have been environmentally responsible, so this may require more clean up. Council needs to be assured that sites are being cleaned up, and since they are not sure if land getting cleaned up they need to be able to view that DEQ has signed off. Therefore LEAP needs to educate the City and prove that they are sure this site has been cleaned and DEQ has signed off. Council Member Washington went onto note her belief that the FOIA is being overused, and apologized to Mr. Mello that he felt this reflects lack of transparency.

Mr. Willobee noted that LEDC and LEAP first and foremost want to make sure the sites are use able and back on the tax rolls. It was then stated that Mr. Dorshimer and Mr. Willobee never saw the FOIA request from Mr. Mello.

Council Member Brown Clarke asked what the process for remediation entailed to be complete. Mr. Willobee outlined the process as when the developer addresses a site there are environmental reports and over a matter of months they evaluate them on what to do, and based on that it will determine what they can propose as their project. The Brownfield is not to remediate the whole site, but to minimize what can be done to allow the redevelopment. If they tried to remove all it would be an added cost that could go thru the roof. They go in and address conditions to make the development and not exasperate conditions or increase costs thru the roof. Council Member Brown Clarke asked if at some point of level of remediation is complete is there a report that is checked off with status of occurrence and compliance. Mr. Willobee that is signed off by DEQ and the State before they even can move forward on the project, they are involved from the beginning.

Council Member Wood moved back to the topic of the FOIA request and asked Mr. Abood why LEAP/LEDC did not see it. Mr. Abood stated he would have to speak to his FOIA Coordinator. Mr. Willobee wanted it known that LEAP/LEDC is not skirting providing the information, and presented the Committee with the ACT 381 Work Plan for SkyVue and the AKT Peerless Baseline Environmental Assessment. The information Mr. Mello requested is also on file as public record at DEQ since December 2015. Council Member Wood asked Mr. Willobee to place the information on their website or at least a link to the information.

Council Member Brown Clarke took the discussion back to the check off list, and asked if DEQ permits require that. Mr. Stonts went thru the steps that SkyVue followed beginning when they came in as a potential user, and filed the Phase 1 report which is in the ACT 381 plan. At this point they do not go into the soil ground water samples, but look at historical date of the site to identify any risk. They also look at the surrounding areas that might result in contamination. If that report concludes a material threat, to maintain liability exemption they then complete Phase 2, which SkyVue did. At this point they then soil sample and test ground water. The tests are based on contaminates found during the historical review of the use. Depending on what they find, the DEQ then sets forth certain requirements. Some requirements might require immediate response which is a check list. If the situation of contamination the State does not require clean up and not immediate response they are not require immediate action or a check off list. That is the case at SkyVue. They have metals above residential criteria and a solvent in the ground and the DEQ criteria is set forth based on exposed pathways. The DEQ looks at contaminate as for ingestion. What a new user of the property has to then do if no mandated policies, is they have to make sure how they use the site is done to meet the State guidelines, which is called due care. In the case of SkyVue there was no clean up mandated by the State

to provide a report to check off. SkyVue has done an assessment for the BEA which lies out contaminates on the site.
Council Member Yorko stepped away from the meeting at 11:50 a.m.

They then review the ACT 381 work plan and conditions on site, then propose how to redevelop the site. The State then reviews and gives their formal approval. This can be provided to Council. The developer then makes sure that they take measures to protect human health. In the SkyVue project risks that are direct contact include the parking lot that was there and any ground cover that will not be covered by the new building and parking lot. Council Member Brown Clarke asked how the utility workers and future utility workers will be made aware of the findings. Mr. Stonts noted that the documentation plan comes into effect once the construction is done, and the plan is maintained on site. During construction the environmental construction management plan lays out the protocols. ATK Peerless will write it and give to the general contractor to inform their employees and subs. They also do health and safety oversite. It was stated again that there is no State clean up requirement and no contamination on the site. There was some soil taken off site, not because it was required, but to develop the site they need to remove some soil for the structure and parking. When soil is taken off site it is tracked and logged. This is signed off by the State, and the ACT 381 Plan outlines the responsible activities. Once the project is complete, the developer has to submit to the Brownfield Authority to be reimbursed. The manifests of removal of the soils have to be invoiced and the paid documentation has to be provided.
Council Member Wood asked if there is periodic verification and checking to make sure the soil goes to where it is suppose to go. Mr. Stonts noted that the manifest is chain of custody, and the landfill signs off when it arrives. The truck is indentified at the site, signed off when loading, then later in the day the same truck is verified and signed off at the land fill.

Council Member Yorko returned to the meeting at 11:56 a.m. and stated she needs to leave.

Mr. Willobee asked Mr. Stonts if there is any interaction at the landfill. Mr. Stonts there is direct communication with the landfill to set up delivery, and they then they provide the land fill manifest. Any departure from that would be fraud. Council Member Brown Clarke asked if there are any quality controls and audit processed. It was confirmed the site has health and safety protocols maintained on site.

Mr. Mello agreed he witnessed the soil testing, but wanted to still know where the 5 wells are and what their results are. In addition he asked for the clean-up info, and information on the asbestos identification. Mr. Mello then continued to argue that LEAP should have been required to fill the FOIA. Council Member Washington asked Mr. Abood to make sure all FOIA request make it to LEAP, and Mr. Abood stated he would follow up. Council Member Wood asked Mr. Mello to provide his letter of request for information to Mr. Willobee. Mr. Mello provided the letter. Mr. Willobee wanted it noted on the record that his office understands they take all projects personally because they are imbedded into the community and the City of Lansing and thru checks and balances internally and making sure what is required by the law. At the end LEAP engages another engineer to consult on the project that has been separate from the development to verify everything. Council Member Washington stated to Mr. Willobee they are not targeting LEAP but want transparency, and it was suggested again they pursue placing the information on their website.

Mr. Willobee reminded the group there is no contaminate of the water on the site and asked Mr. Stont to explain the water testing process. Mr. Stont outlined the process of five (5) temporary water monitoring well, which is part of Phase 2 of the ACT 381 plan. They temporarily drill with

a geo probe and go 20 ft underground and hit saturation at 15ft. where they then took samples. To do this they take a PVC sleeve with screen and push it 20 feet, then the water perculates thru a screen to collect samples. The fill dirt from the boring is used to fill in the hole. Therefore this temporary process is open only for the duration of the sample, so you cannot see the wells now. The water was found in a the shallow aquifer and in Lansing after the 15ft there is 85 ft of clay and shale, then below that is the Saginaw Formation which is where the City drinking water. Mr. Mello asked for those reports and Mr. Willobee referenced Phase 2 of the ACT 381 plan. Mr. Stont went onto note there was one well that noted 3 micrograms per liter of lead. 4 micrograms per liter is the limit on lead. This was found in surface water not in the drinking water the quantities are from the isolated area, and not hydro radiate south. These are conditions were on site before SkyVue started. Again it was noted this test was in the surface water not connected to the aquifer. If there was a connection reported then steps are taken. It was confirmed this is reported to the DEQ.
Mr. Mello asked for the asbestos report, and he was referred to the demolition contractor. Mr. Mello then asked why there are no local contractors on the project and Council Member Washington redirected him because it was a separate issue.

Council Member Wood went back to the FOIA request and the letter Mr. Mello gave Mr. Willobee and asked when it would be made available to Mr. Mello. Mr. Willobee asked to be given until Monday, May 2, 2016. He will also talk to his website company about placing items on the website.

Mr. Brannick spoke in opposition to non local workers and union workers on the SkyVue project. Mr. Willobee acknowledged they are currently working on a process but right now there is no system for onsite inspections of workers. Council Member Washington also acknowledged her involvement with a group that is meeting on the transparency of bidding.

Mr. Abood encouraged the Committee to consider using the FOIA process for any requests for information because it provides a chain of custody of a paper trail. Mr. Willobee stated again that some of the information requested is already available on the website of the DEQ, the State and MEDC. He did agree that there could be a better pathway to get information.

Adjourn at 12:26 p.m.
Submitted by,
Sherrie Boak, Recording Secretary,
Lansing City Council
Approved by the Committee on_____

DRAFT

MINUTES
Committee on Development and Planning
Monday May 9, 2016 @ 5:15 p.m.
10th Floor Conference Room, City Hall

CALL TO ORDER
The meeting was called to order at 5:12 p.m.

ROLL CALL
Council Member Jody Washington, Chair
Council Member Jessica Yorko, Vice Chair
Councilmember Judi Brown Clarke, Member.

OTHERS PRESENT
Sherrie Boak, Council Staff
Todd Heywood, Lansing City Pulse
Bob Jacobson, LC Companies
Eric O'Leary, LC Companies
Joseph Abood, Interim City Attorney- arrived at 5:19
Bob Johnson, Planning & Neighborhood Development – arrived at 5:17 p.m.

PUBLIC COMMENT
Mr. Jacobson, regarding his project in the Ottawa Block, acknowledged they had submitted their PILOT application to MSHDA with 10% and asked if applications in the process are effected. Council Member Washington noted that there are two MSHDA deadlines one in April and one in October, so anything submitted in April to MSHDA is not affected by this, and the moratorium will end September 15, 2016. Mr. Jacobson stated his frustration with the process and lack of communication from Administration on the process. Council Member Washington informed Mr. Jacobson that the last time his project was at the Committee his representative brought no information, the 4th Ward Council Member had not heard of the project in her Ward until that meeting, and therefore the Committee denied the resolution for lack of information. Council Member Washington also reminded Mr. Jacobson that MSDHA does not need or require City approval or support if they are applying for 10%.

Mr. Abood a clarified that the City does not do retro-active moratoriums.

Mr. Jacobson asked to be involved in any future discussions on a PILOT ordinance

DRAFT

MINUTES
Minutes moved to the April 12, 2016 meeting for action.

DISCUSSION/ACTION
RESOLUTION- Moratorium on PILOTS
Council Member Washington clarified that Mr. Abood in Law helped write the Resolution, and a change was made to his version to change the dates to beginning May 9, 2016 to September 15, 2016.

MOTION BY COUNCIL MEMBER BROWN CLARKE TO APPROVE THE RESOLUTION ON THE MORATORIUM ON PILOTS FOR A MORATORIUM FROM MAY 9, 2016 THRU SEPTEMBER 15, 2016. MOTION CARRIED 2-1.

Council Member Yorko chose to vote in opposition she stated because she supports housing, and there are a number of compelling proposals that need to be considered allowing them to move on.

Adjourn at 5:22 p.m.
Submitted by,
Sherrie Boak, Recording Secretary,
Lansing City Council
Approved by the Committee on_____

Date: 06/30/2015

Full name: *: John Louis Kaczynski

Other name(s) by which you have been known, including maiden names: :

Date of Birth:*: 03/30/1980

Address*: 1213 Pershing Drive

Lansing, MI 48910

Email*: kaczy1jl@gmail.com

Gender*: Male

Ward (1,2,3,4 or Regional)*: 2

Precinct:: 15

Best number to contact you: *: 989-714-3801

Last four digits of Social Security #: *: [redacted]

In what year did you move to Lansing?*: 2014

Additional information regarding experience and credentials: : CURRENT BOARD LEADERSHIP

REO Automotive Museum (Lansing), Board Member

Sycamore Park Neighborhood Association, Vice-President

American Society of Public Administrators—Capitol Region, Board Member

Central Michigan University Young Alumni Board, Past-President

Michigan Political Science Association, Board Member

PROFESSIONAL, HONOR & MEMBER ASSOCIATIONS

American Society of Public Administrators (ASPA) - Capital Area Region (Michigan)

American Political Science Association (APSA)

Commonwealth of Kentucky, Kentucky Colonel

International Association of Political Science Students (IAPSS)

International Town Gown Association

Michigan Economic Development Association

Michigan Political Leadership Program

Michigan Political History Society

Occupational Background: : Director--Government Relations

Saginaw Valley State University University Center, MI

May 2014 – Present

Director--Center for Public Policy & Service | Assistant Professor of Political Science

Saginaw Valley State University University Center, MI

August 2006 – May 2014

Graduate Fellow in Educational Leadership

Michigan State University June 2009 to August 2009

Graduate Research Assistant

Presidents Council - Michigan May 2009 to August 2009

Graduate Research Assistant

Central Michigan University August 2004 to May 2006

Various Internships: City of Grand Haven (2005), City of Cadillac (2004), City of Midland (2003), State Representative Joe Rivet (2000)

Educational Background: : Doctoral Student – Higher, Adult and Lifelong Education Administration, Michigan State University

Certificates: Global Urban Studies (Public Policy), Urban Education (Education) Research Agenda: Town-Gown / University-Community Partnerships

Start Date: June 2008 Credits Completed: 60 Projected Completion Date: May 2016

Certificate – Michigan Political Leadership Program, Michigan State University, 2012

M.P.A. – State & Local Government, Central Michigan University, 2006

Thesis: "The Role of Transportation Corridors in Gateway Communities"

B.S. – Political Science – Public Administration, Central Michigan University, 2003

Please attach a resume if available: : J. Kaczynski Resume 07MAY15.pdf

First choice for board to serve on:*: Potter Park Zoo

Second choice of a board to serve on: : Michigan Avenue Corridor Improvement Authority

Third choice of a board to serve on: : Lansing Entertainment and Public Facilities (LEPFA)

Fourth choice of a board to serve on:: Economic Development Corporation/Tax Increment Finance Authority/Brownfield Redevelopment Authority

Please comment briefly on why you wish to serve on a particular board or commission. Please be specific as to your goals and ideas about how you wish to contribute to the work of the board or commission: : I would like to serve on the Potter Park Zoo Board for three reasons:

1) The Potter Park Zoo is adjacent to the Sycamore Park Neighborhood. As the incoming Vice-President of the Neighborhood Association, I would like our community to become more involved in the activities at the Zoo. I believe that my board appointment could facilitate that movement.

2) The Lansing River Trail runs through the Potter Park property. As an avid runner, who has completed about 2,500 miles of running on the trail since 2008, I think there is opportunity for the Zoo to become an "anchor" on the LRT. As a Board member, I would advocate for the Zoo to examine some opportunities for partnerships with the LRT and identify ways to attract new visitors via the LRT.

3) As a member of the Board, I would like to find synergies between the other cultural amenities within the Capital Region (I5, Riverfront Theatre, Lansing Art Gallery, Potter Park Zoo, Turner Dodge, MSU Museum, Abrams Planetarium). I would work to try and identify ways that are similar to the way the City of Chicago attracts visitors to their cultural amenities (CIA, Adler, Shedd, Field Museum, Museum of Science & Industry): One-Day City Pass, Cultural Branding, Bike-Share, etc.

Qualifications and Eligibility – At this time, if you do not meet one or more of the qualifications or eligibility requirements listed at the top, please state here the requirement to be met and explain how you will be qualified or eligible before you would be sworn in to an appointed office:: I meet all of the qualifications and am eligible to serve.

Please type your name in this box to signify that you can serve on a board or commission and the information in this application is accurate to the best of your knowledge.*: John L. Kaczynski

Date Time: 06/30/2015

John L. Kaczynski

HOME ADDRESS

1213 Pershing Avenue
Lansing, MI 48910
989-714-3801
989-964-7481
kaczy1jl@gmail.com

EDUCATION

Doctoral Student – Higher, Adult and Lifelong Education Administration, Michigan State University
Certificates: Global Urban Studies (Public Policy), Urban Education (Education)
Research Agenda: Town-Gown / University-Community Partnerships

Certificate – Michigan Political Leadership Program, Michigan State University, 2012

M.P.A. – State & Local Government, Central Michigan University, 2006
Thesis: "The Role of Transportation Corridors in Gateway Communities"

B.S. – Political Science – Public Administration, Central Michigan University, 2003

EMPLOYMENT

Director—Governmental Affairs

Saginaw Valley State University University Center, MI

July 2015 – Present

- Attend all Great Lakes Bay Region stakeholder Meetings
- Attend all state legislative & executive meetings that involve higher education
- Communicate with AASCU / ACE / IHEP / NACUBO (DC)
- Communicate with Great Lakes Bay Region Legislative Delegation (Lansing)
- Communicate with members of the higher education legislative community (Lansing)
- Communicate with Michigan delegation (DC)
- Communicate with state executive offices (Lansing)
- Communicate with Michigan Association of State Universities (MASU)
- Conduct SVSU alumni outreach
- Execute all tasks as designated / charged by the president

Director--Center for Public Policy & Service | Assistant Professor of Political Science

Saginaw Valley State University University Center, MI

August 2006 – June 2015

- Develop, implement, and supervise student focused citizenship activities.
- Work with regional nonprofit agencies, businesses, and multiple levels of government.
- Develop symposia, schedule lecturers, and create monthly panels of speakers over specific policy issues.
- Assist with fundraising for scholarships and fellowships:
  - $125,000 Thomas Ludington Family Fellowship 2007
  - $30,000 Raj & Richard Weiner Fellowship 2013
  - $25,000 Dow Corning Public Service Scholarship 2009

- $10,000 Public Policy & Service Scholarship 2011
- Coordinate regional outreach grant projects:
  - $14,000 Saginaw Housing Commission 2016
  - $19,000 City of Midland Community Survey 2013
  - $12,000 City of Bay City Community Survey 2013
  - $10,000 City of Saginaw Strategic Planning 2013
  - $8,000 MSU Regional Economic Innovation Grant 2012
  - $3,000 MSU Faculty Led / Student Guided Research 2013
  - $6,000 SVSU-GLRB Innovation Grant 2010
  - $2,500 SVSU-Creativity & Research Grant 2010
- Faculty Advisor for the Saginaw Valley Model United Nations Team.
- Faculty Advisor for the Saginaw Valley College Republicans.
- Coordinator of Lansing / Washington DC Living Leadership Program.
- Coordinator of the SVSU Cardinal Alumni Caucus (Lansing / Washington D.C.).
- Program Director of the Leadership & Service Minor.
- Serve on Departmental Awards Committee
- Coordinator of Political Science Internship Program
- Coordinator of Political Science Affinity Housing Program

RELATED WORK EXPERIENCE

Graduate Fellow in Educational Leadership

Michigan State University East Lansing, MI

June 2009 to August 2009

Graduate Research Assistant

Presidents Council - Michigan Lansing, MI

May 2009 to August 2009

Graduate Research Assistant

Central Michigan University Mount Pleasant, MI

August 2004 to May 2006

Various Internships

City of Grand Haven (2005), City of Cadillac (2004), City of Midland (2003), Congressman Dave Camp (2001), State Representative Joe Rivet (2000)

PUBLIC SERVICE

UNIVERSITY SERVICE

SVSU Beutler Conference Planning Committee	January 2009 - April 2009
SVSU Board of Fellows Breakfast Planning Committee	January 2007 - Present
SVSU Center for Public Policy & Service Advisory Committee	August 2006 - November 2008
SVSU Dow Lecture Series Committee Member	January 2010 – Present
SVSU Evaluation Team, Chair (Kevin Jajo)	August 2011 - December 2012

SVSU Evaluation Team, Chair (Julie Kiel)	August 2012 – January 2013
SVSU Faculty House Calls, Faculty Mentor	July 2007 - May 2009
SVSU First Year Experience, Faculty Mentor	July 2007 - July 2009
SVSU Finkbeiner Endowed Chair Committee, Faculty Representative	October 2009 - April 2010
SVSU Graduate Programs in Leadership & Service, Faculty Representative	August 2010 - Present
SVSU Osher Lifelong Learning Institute (OLLI), Instructor	January 2008 – Present
SVSU Student Success Committee, Faculty Representative	August 2012 – Present
SVSU Student Transitions, Faculty Mentor	July 2007 - July 2009
SVSU Phi Kappa Tau Fraternity, Board of Governors	December 2006 - March 2010
SVSU University-Community Partnerships Committee	August 2012 - Present

COMMUNITY SERVICE

Bay-Arenac Intermediate School District, SVSU Representative	December 2012 – Present
Bay Commitment College Access Network, Faculty Mentor	January 2011 – Present
Buena Vista Community Schools, SVSU Representative	October 2012 - Present
City of Bay City - Community Development Committee, SVSU Representative	October 2009 – Present
CMU Capital City Mentorship Program, Alumni Mentor	January 2009 - Present
CMU Phi Kappa Tau Fraternity, Board of Governors Chairperson	August 2006 - August 2007
CMU Young Alumni Board, Vice-President	May 2010 – June 2012
Midland Chamber of Commerce – SVSU PAC Liaison	September 2010 - Present
Phi Kappa Tau, Great Lakes East Asst. Domain Director	March 2008 - March 2010
Phi Kappa Tau, Great Lakes East Domain Director (State of Michigan)	March 2010 - Present

GUEST LECTURES--FELLOWSHIPS

Constitution Day Panelist, Alma College	November 2012
Alumni Leader-In-Residence, Central Michigan University	April 2012
Osher Lifelong Learning Institute 11th Annual Kick-Off Lecture	September 2011
The Henry Marsh Institute for Public Policy	March 2011
Bay County Library System (Civic Entrepreneurship)	September 2010
Central Michigan University (Department of Educational Leadership)	March 2010
Saginaw County Retired Teachers and Administrators Luncheon	November 2008

CIVIC LEADERSHIP / ENGAGEMENT

American Society of Public Administrators—Capitol Region, Board Member	January 2012 – May 2015
Central Michigan University Young Alumni Board, Past-President	May 2014 – May 2016
Michigan Political Science Association	August 2013 – Present
REO Automotive Museum (Lansing), Board Member	December 2014 – January 2016
Sycamore Park Neighborhood Association	July 2014 - Present

TELEVISION / RADIO BROADCASTS - NEWSPAPER INTERVIEWS

WEYI – NBC (Flint) – Interview	December 2012
The BRIDGE – Interview	November 2012

Saginaw News – Interview	November 2012
Bay City Times – Interview	November 2012
WNEM – CBS (Saginaw) – Interview	October 2012
WNEM – CBS (Saginaw) – Interview	September 2012
WJRT – ABC (Flint) – Interview	August 2012
WDCQ - PBS (Delta College) – Currently Speaking w / Andy Rapp	October 2006 - Present
The BRIDGE – Interview	March 2012
Saginaw News – Opinion Editorial	March 2012
WNEM – CBS (Saginaw) – Interview	February 2012
Bay City Times – Interview	February 2012
WNEM – CBS (Saginaw) – Interview	November 2011
Saginaw News - Interview	August 2011
WNEM - CBS (Saginaw) - Interview	July 2011
WNEM - CBS (Saginaw) - Interview	March 2011
Saginaw News - Interview	November 2010
Midland Daily News - Interview Broadcast	November 2010
WNEM - CBS (Saginaw) - Interview	October 2010
Saginaw News - Interview	August 2010
WJRT - ABC (Flint) - Interview	January 2010
Bay City Times - Interview	March 2009
WJRT - ABC (Flint) - Interview	October 2008
Saginaw News - Interview	August 2008
WCMU - PBS / NPR (Mt. Pleasant) – Capitol Report w / David Nicholas	January 2008
WJRT - ABC (Flint) - Interview	September 2006

SCHOLARSHIP

PRESENTATIONS

2013 Higher Education—Urban Policy Paper

"Saginaw Valley State University & City of Saginaw: Forming New Ties for the Future"
The research examines institutions of higher learning that have community-economic development service centers, and, or economic incubators. The research also examines the feasibility of a service center, and or, economic incubator in Saginaw, Michigan.

International Research Society for Public Management Conference: Prague, Czech Republic (April 2013)

2012 Public Policy Co-Learning Plan

"Internship Programs for Distressed Communities"
The plan examines the best practices for creating internship programs that work with community development organizations located in urban regions throughout Michigan.

Michigan State University Economic Development: Innovate Michigan! Summit (September 2012)

2011 Higher Education Policy Analysis

"From Rust Belt to North Coast – A University and the Transformation of Michigan"
Examines the economic redevelopment policies, and the economic and social impacts of the postsecondary

educational institutions and medical centers in Flint, Michigan.

Michigan State University Higher Education Colloquium (February 2011)

2010 Higher Education Policy Paper

"The Leadership Challenge: A New Model for Public Higher Education Governing Boards"
Group project with doctoral students at Michigan State University examining the best practices of governing boards at public institutions of higher learning.

Michigan State University Higher Education Colloquium (February 2010)

2006 Graduate Capstone Project

"The Role of Transportation Corridors in Gateway Communities"
Analyses transportation corridors and their effect on economic development within Gateway Communities. Gateway Communities are small towns with a year around population of less than 15,000 residents that sit in a rural setting with close proximity to public lands and have a lack of economic diversification.

Master of Public Administration Graduate Capstone Defense (July 2006)

UNPUBLISHED TECHINCAL REPORTS

2012 Department of Military & Veterans Affairs Policy Proposal

"Memo to Governor Snyder: Educational Benefits for Veterans"
The Governor tasked DMVA with reviewing veterans' services in the state of Michigan and identifying potential strategies for improving our customer service for veterans. The 11-page memo outlines initial findings as it relates to veterans educational benefit programs in Michigan and identified next steps.

2004 - 2008 Michigan Alternative Transportation Study

"Michigan Area Rapid Transit: The Feasibility of Regional Passenger Rail in Michigan"
Investigated the possibility of implementing a mass transit system which would serve 85% of the population in Michigan and cost under $5 billion. Gathered data for the project from SEMCOG (South East Michigan Council of Governments), MDOT (Michigan Department of Transportation), MML (Michigan Municipal League), and various local municipalities.

2005 - 2007 Brownfield Development Study

"Proposal for the Uptown at Rivers Edge: Bay City Naval Yard"
Introduced a proposal for the Bay City Commission, Staff, and Residents to view an alternative to the current proposals. Offers a Brownfield proposal that encompasses building an educational facility, medical center & senior living center, business & high-tech center, condominiums & apartments, and a naval museum with a dock alongside the Saginaw River for a 1960's era cruiser that was built in Bay City, MI.

PROFESSIONAL, HONOR & MEMBER ASSOCIATIONS

American Society of Public Administrators (ASPA) - Capital Area Region (Michigan)

American Political Science Association (APSA)

Commonwealth of Kentucky, Kentucky Colonel

International Association of Political Science Students (IAPSS)

International Town Gown Association

Michigan Economic Development Association

Michigan Political Leadership Program

Michigan Political History Society

Pi Sigma Alpha *National Political Science Honor Society*

GRANTS & FUNDRAISING

2015	City of Midland Community Survey Grant - $19,000	Saginaw Valley State University
2015	100-by-50 Housing Corporation Campaign - $68,000	The Phi Kappa Tau Fraternity, Inc.
2014	Raj & Richard Weiner Fellowship - $30,000	Saginaw Valley State University
2014	City of Saginaw Strategic Planning Grant - $10,000	Saginaw Valley State University
2013	Congressman James A. Barcia Fellowship - $250,000	Saginaw Valley State University
2013	MSU Faculty Led / Student Research Grant - $5,000	Michigan State University
2012	City of Bay City Community Survey Grant - $12,000	Saginaw Valley State University
2012	MSU Regional Economic Innovation Grant - $10,000	Michigan State University
2011	Public Policy & Service Scholarship - $10,000	Saginaw Valley State University
2010	Great Lakes Bay Region Innovation Grant	Saginaw Valley State University
2010	Creativity & Research Grant - $2,500	Saginaw Valley State University
2009	Dow Corning Public Service Scholarship - $25,000	Saginaw Valley State University
2007	Thomas Ludington Family Fellowship - $125,000	Saginaw Valley State University
2004	Kodak Trails Grant - $1,000	City of Cadillac

AWARDS

2016	Alumni Service Award	Central Michigan University
2015	Ten Over The Next 10 Award	Lansing Regional Chamber
2015	Key Award	The Phi Kappa Tau Fraternity, Inc.
2014	House Award for Teacher of the Year	Saginaw Valley State University
2009	Terry Ishihara Award for Outstanding Co-Curricular Involvement	Saginaw Valley State University
2009	Political Science Enrichment Award	Saginaw Valley State University
2009	Presidential Certificate of Recognition	The Phi Kappa Tau Fraternity, Inc.
2008	Colony Advisor of the Year	The Phi Kappa Tau Fraternity, Inc.
2006	Professor of the Month	Sigma Pi Fraternity - SVSU

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

WHEREAS, the Mayor made the appointment of John Kaczynski of 1213 Pershing Drive in Lansing, MI, 48910, as an At-Large Member to the Planning Board for a term to expire June 30, 2018; and

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

WHEREAS, the Committee on Development & Planning met on May 12, 2016 and took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of John Kaczynski of 1213 Pershing Drive in Lansing, MI, 48910, as an At-Large Member to the Planning Board for a term to expire June 30, 2018.

[27874:4:20160422:140951]

Date:	09/24/2015
Full name: *:	Joseph Charles Quick
Other name(s) by which you have been known, including maiden names: :	Joe Quick
Date of Birth:*:	03/17/1983
Address*:	1411 S Genesee Dr Lansing, MI 48915
Email*:	josephcquick@gmail.com
Gender*:	Male
Ward (1,2,3,4 or Regional)*:	4
Precinct::	
Best number to contact you: *:	517-290-8610
Last four digits of Social Security #: *:	[redacted]
In what year did you move to Lansing?*:	1983
Additional	Background in:

information regarding experience and credentials: :

- Workforce development and economic development strategy
- Workforce and economic development policy
- Place-making/sense of place strategy
- Talent attraction and retention
- Marketing, communications and outreach strategy
- State government leadership
- Collaborative planning
- Coalition building
- Government relations
- Program development and management
- Presentations and public speaking

Lansing Regional Chamber of Commerce/Grand River Connection 10 Over the Next Ten award recipient (2015)

Occupational Background: :

Professional:

Director of Business Solutions
Michigan Works! Association, Lansing, Michigan
January 2015 – Present

Manager, Talent Programs (Pure Michigan Talent Connect; Talent Attraction and Retention Outreach, Communications and Strategy; Talent Intelligence; Pure Michigan DREAMJOB)
Michigan Economic Development Corporation (MEDC), Lansing, Michigan
May 2013 - January 2015

Manager, Talent Acquisition
Workforce Development Agency (WDA), State of Michigan, and Michigan Economic Development Corporation (MEDC), Lansing, Michigan
August 2011 – May 2013

Project Specialist, Incentive Packaging Department (Business Development)
Michigan Economic Development Corporation, Lansing, Michigan
April 2010 – April 2011

Project Assistant
Public Policy Associates, Incorporated, Lansing, Michigan
October 2008 – April 2010

Educational Background: :	Bachelor of Arts, Anthropology, May 2007 Michigan State University, East Lansing, Michigan Certifications: Certified Business Solutions Professional, January 2015 Michigan Works! Association Certified Economic Development Finance Professional, October 2011 National Development Council Certified Tourism Ambassador, June 2011 – 2013 Team Lansing Foundation, Greater Lansing Convention and Visitor's Bureau, Lansing, Michigan and the Tourism Ambassador Institute
Please attach a resume if available: :	Quick_Resume_August 2015 Update.doc
First choice for board to serve on:*:	Lansing Entertainment and Public Facilities (LEPFA)
Second choice of a board to serve on: :	Michigan Avenue Corridor Improvement Authority
Third choice of a board to serve on: :	Economic Development Corporation/Tax Increment Finance Authority/Brownfield Redevelopment Authority
Fourth choice of a board to serve on::	
Please comment briefly on why you wish to serve	LEPFA: I wish to bring my experience in and passion for the arts, entertainment and quality of life/talent attraction and retention to this committee to better the Greater Lansing Area. Important not only to promote individual events, venues,

on a particular board or commission. Please be specific as to your goals and ideas about how you wish to contribute to the work of the board or commission: :	resources, etc., but also to create a distinct identity for the region and to leverage Downtown Lansing as an anchor for the region regarding talent attraction and retention, tourism, business convention hub, etc. Corridor Improvement Authority: Hope to bring my experience in economic development, talent attraction and retention, connecting young talent to opportunity and quality of life, impacts of façade improvement and distinct local identity, experience working with businesses to fulfill their needs, government financing, etc. to this board. Very interested in furthering efforts to improve this corridor as a current blight issue and missed opportunity for further regional prosperity, economic growth, business and talent retention, etc. EDC/TIFA/LBRA: See reasons above. First two are of more interest to me, and would be willing to serve on both. This board/commission also fits with my experience and interest and should be considered as a back-up based on availability of seats, etc.
Qualifications and Eligibility – At this time, if you do not meet one or more of the qualifications or eligibility requirements listed at the top, please state here the requirement to be met and explain how you will be qualified or eligible before you would be sworn in to an appointed office::	Still have not mailed 2014 City of Lansing tax forms in, but planning to do that this week. For this year, the City of Lansing is in debt to me, so no monies actually owed.
Please type your name in this box to signify that you can serve on a board or	Joseph C Quick

commission and the information in this application is accurate to the best of your knowledge. *:	
Date Time :	09/24/2015
Consent and Certification:	I agree

Research Assistant/Genealogy and Mapping Specialist/Editorial Assistant
James M. McClurken and Associates, Ethnohistorical Consultants, Inc., Lansing, Michigan
August 2005 - August 2008

Professional and Volunteer Boards/Councils:

Sense of Place Council, 2013 – present
State of Michigan, Lansing, Michigan

NextGen@Wharton committee, 2014 - present
Wharton Center for the Performing Arts, East Lansing, MI

Committee Member, Talent Infusion Strategy Team, June 2011 – 2013
Greater Lansing Next, Leap. Inc., Lansing, Michigan

Board Member and Marketing Committee Member, Board of Directors, June 2011 – June 2014
Community Circle Players of Riverwalk Theatre, Lansing, Michigan

Committee Member, Promotions Committee, September 2009 – February 2010
Old Town Commercial Association, Lansing, Michigan

Co-Chair, Cultural Enrichment Committee, June 2009 – January 2010
Accelerate Lansing, Lansing, Michigan

Board Member, Community Theatre Relations Specialist
and Marketing and Advertising Committee Co-chair, June 2005 - June 2006 and June 2008 – December 2009
Lansing Civic Players Guild, Lansing, Michigan (Vice President of Production June 2005 - June 2006)

Actor, Producer, Director, November 2000 – Present
Peppermint Creek Theatre Company, Lansing, Michigan; Community Circle Players of Riverwalk Theatre, Lansing, Michigan; Lansing Civic Players Guild, Lansing, Michigan

Have also served on many arts and culture and economic/workforce development grant review committees.

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

WHEREAS, the Mayor made the appointment of Joseph Quick of 1411 S. Genesee Drive in Lansing, MI, 48915, as an At-Large Member of the Board of Zoning Appeals for a term to expire June 30, 2018 ; and

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

WHEREAS, the Committee on Development & Planning met on May 12, 2016 and took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Joseph Quick of 1411 S. Genesee Drive in Lansing, MI, 48915, as an At-Large Member of the Board of Zoning Appeals for a term to expire June 30, 2018.

[27856:6:20160422:140623]

OFFICE OF THE MAYOR
9th Floor, City Hall
124 W. Michigan Avenue
Lansing, Michigan 48933-1694
(517) 483-4141 (voice)
(517) 483-4479 (TDD)
(517) 483-6066 (Fax)

Virg Bernero, Mayor

TO: City Council President Judi Brown Clarke and Councilmembers

FROM: Mayor Virg Bernero

DATE: 4-22-16

RE: Sale of Grand Woods Park Resolution— Act-5-2014—Approval for Sale of Grand Woods Park— W. Willow Hwy.

The attached correspondence is forwarded for your review and appropriate action.

VB/rh
Attachment

Virg Bernero, Mayor

City of Lansing

Inter-Departmental Memorandum

WORKING TOWARD A CLEANER GREENER LANSING

To: Virg Bernero, Mayor

From: Brett Kaschinske, Parks Director

Subject: CITY COUNCIL AGENDA ITEM - Sale of Grand Woods Park

Date: 4-22-16

Please forward this resolution to City Council for placement on the Agenda.

If you have any questions, or need additional information, please give me a call.

Attachments

RESOLUTION #

BY THE COMMITTEE ON DEVELOPMENT AND PLANNING

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

Act-5-2014, Sale of Grand Woods Park

WHEREAS, on February 21, 1984, the City of Lansing, leased to Charter Township of Delta, the premises known as Grand Woods Park (the "Park"), located in Delta Township, Eaton County, Michigan; and

WHEREAS. the Park has been maintained by Delta Charter Township since 1984, and

WHEREAS, the Park is approximately 139.3 acres in size and is located in Delta Township, Eaton County Michigan; and

WHEREAS, it has been determined that this Park is surplus by the Parks Department; and

WHEREAS, on August 4, 2014 under Resolution 2014-202 the Lansing City Council approved that a proposal to sell the Park be submitted to the electors of the City of Lansing; and

WHEREAS, on November 4, 2014 the electors of the City of Lansing approved the sale of the Park to the Charter Township of Delta; and

WHEREAS, any net proceeds from the sale of the Property will benefit the City of Lansing and be used for improvements in the City of Lansing Parks and Recreation system; and

WHEREAS, the Delta Charter Township Master Plan, Zoning Ordinance and website indicate the intention for the property is to remain as a park; and

WHEREAS, the City of Lansing's lease with the Charter Township of Delta is to expire August 21, 2016; and

WHEREAS, Delta Charter Township, by resolution, authorized the Township Manager, Brian Reed, to execute and deliver an offer to purchase the Park, known as Purchase Agreement, which has been placed on filed in the office of the City Clerk for thirty (30) days prior to _____ 2016, public hearing held on the proposed sale, in accordance with the requirements of the Lansing City Charter and the Lansing Code of Ordinances.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council hereby approves the sale of the real property known as Grand Woods Park to the Delta Charter Township, legally described as:

> Commencing at a point North 0 degrees 51 minutes East 903.0 feet, from the South quarter post of Section 1, Town 4 North, Range 3 West, Delta Township, Eaton County, Michigan, said point being the Northeast corner of Lot Fifty-five (55) of River Ridge No. 1, running thence along the Northerly line of said River Ridge No. 1, North 60 degrees 51 minutes West 505.0 feet, thence South 87 degrees 44 minutes West 363.83 feet, thence South 77 degrees 49 minutes West 481.6 feet, thence North 82 degrees 24 minutes West 394.67 feet, thence North 86 degrees 13 minutes West

1293.86 feet, thence North 60 degrees 01 minute West 565.02 feet, thence North 47 degrees 57 minutes West 260.75 feet, thence North 74 degrees 22 minutes West 338.15 feet to the West line of the East one-half of the Southeast one-quarter of Section 2, thence North 1 degree 25 minutes West 97.84 feet, thence North 80 degrees 35 minutes East 374.39 feet, thence North 72 degrees 27 minutes East 1000.65 feet, thence North 55 degrees 32 minutes East 343.98 feet, thence South 77 degrees 13 minutes East 717.55 feet, thence North 83 degrees 30 minutes East 571.93 feet, thence South 83 degrees 44 minutes East 322.03 feet, thence South 76 degrees 34 minutes East 362.03 feet, thence South 56 degrees 34 minutes East 504.22 feet to the North-South quarter line, thence South 0 degrees 51 minutes East 986.3 feet to the point of beginning together with the land lying between the Northerly line of said description and the water's edge of the Grand River; that part of Southeast fractional 1/4 lying Southwest of Grand River, Section 1, T4N, R3W; and Out Lot C of River Ridge #3, according to the recorded plat thereof, Eaton County Records.

BE IT FURTHER RESOLVED that the purchase price shall be Six Hundred Thousand and 00/100 Dollars ($600,000.00) on the terms and conditions in the Purchase Agreement on file with the City Clerk, including the purchase price shall be paid in five (5) annual installments with the deposit amount of One Thousand and 00/100 Dollars ($1,000.00) being credited to the first installment for a remaining payment of One Hundred Nineteen Thousand and 00/100 Dollars ($119,000.00) at the time of signing and the remaining four (4) annual installments each being One Hundred Twenty Thousand and 00/100 Dollars ($120,000.00) payable on January 1, for the next four (4) years; and

BE IT FURTHER RESOLVED that the Mayor, on behalf of the City, per City Council Resolution #569 of 10/6/1999, shall deposit proceeds from sales of designated park land in excess of city costs associated with such sale into the fund account used exclusively for park acquisition and development; and

BE IT FINALLY RESOLVED that the Mayor, on behalf of the City of Lansing, is authorized to sign and execute all necessary documents to effectuate the sale, (including the Purchase Agreement, Land Contract, Memorandum of Land Contract, Quit Claim Deed, and Escrow Agreement) subject to their prior approval as to form and content by the City Attorney.

Approved for placement on
the City Council agenda:

_____
F. Joseph Abood
Interim City Attorney
Date:_____

[27841:2:20160422:092842]

RESOLUTION #_____

BY THE COMMITTEE ON DEVELOPMENT AND PLANNING

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

Sale of Grand Woods Park

WHEREAS, Lansing Parks and Recreation proposes that the City sell a dedicated park, known as Grand Woods Park (the "Park") located in the Charter Township of Delta, Eaton County, Michigan; and

WHEREAS, the Grand Woods Park has been leased to the Charter Township of Delta since February 21, 1984 by the City of Lansing; and

WHEREAS, on August 4, 2014 under Resolution 2014-202 the Lansing City Council approved that a proposal to sell the Park be submitted to the electors of the City of Lansing; and

WHEREAS, on November 4, 2014 the electors of the City of Lansing approved the sale of the Park to the Charter Township of Delta; and

WHEREAS, the net proceeds from the sale of the Park will benefit the City of Lansing and be used for improvements in the City of Lansing Parks and Recreation system; and

WHEREAS, on February 15, 2016 the Charter Township of Delta, by resolution, authorized the Township Manager, Brian Reed, to execute and deliver an offer to purchase the Park, known as the Purchase Agreement; and

WHEREAS, in accordance with the Lansing City Charter, Article 8, Chapter 4, and Section 208.08 of the Lansing Code of Ordinances, the offer must be placed on file in the Office of the City Clerk for a thirty (30) day period, and a Public Hearing on the proposed sale of the Park held before the City Council subsequent to that time; and

WHEREAS, the proposed Purchase Agreement was placed on file in the City Clerk's Office on _____, 20_____.

NOW, THEREFORE BE IT RESOLVED that a Public Hearing be held on _____ _____, 2016, at 7:00 p.m., in the City Council Chambers, 10th Floor, City Hall, Lansing, Michigan to receive public comment on and in consideration of the sale of Grand Woods Park, identified as:

Act-5-2014, Grand Woods Park, W. Willow Hwy., Sale of approximately 139.3 acres.

Approved for placement on the
City Council agenda:

_____
F. Joseph Abood
Interim City Attorney
Date:_____

[27837:2:20160422:091048]

Chris Swope
Lansing City Clerk

April 22, 2016

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

Dear President and Council Members:

Pursuant to Article 8, Chapter 4, Section 8-403.3 of the Lansing City Charter, on April 14, 2016 the Mayor's Office placed on file in my office a Buy and Sell Agreement for Property between the City of Lansing and the Charter Township of Delta, Michigan. Under the Charter, a public hearing may be held on this matter on or after May 14, 2016 (30 days after received).

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

Sincerely,

Chris Swope, CMC
Lansing City Clerk

Lansing City Clerk's Office
Ninth Floor, City Hall, 124 W. Michigan Ave., Lansing, MI 48933-1695
517-483-4131 • TDD 517-483-4479 • 517-377-0068 FAX
www.lansingmi.gov/clerk • clerk@lansingmi.gov

GRAND WOODS PARK PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is entered into this _____ day of _____, 2016 ("Commencement Date"), by the City of Lansing, a Michigan municipal corporation, whose address is 124 W. Michigan Avenue, Lansing, Michigan 48933 (the "Seller"), and Charter Township of Delta, a Michigan charter township organized and operating under the Michigan Charter Township Act, MCL 42.1, *et seq*., as amended, whose address is 7710 W. Saginaw Highway, Lansing, Michigan 48917 (the "Purchaser"), for the transfer by Seller to Purchaser real property commonly known as "Grand Woods Park" owned by Seller located within the Charter Township of Delta, Eaton County, Michigan, which real property is described in the legal description which is attached as Exhibit "A." The parties agree that the final legal description shall be that which is contained in the title commitment.

I. <u>Property Transferred</u>. Purchaser shall purchase and receive, and Seller shall sell, all of the land situated in the Charter Township of Delta, Eaton County, Michigan, described in Exhibit A, including all easements and all other interests and rights of Seller that are appurtenant to the real estate, including, but not limited to, all rights, title, and interest, if any, of Seller in and to any land lying in the street, road, or avenue in front of, within, adjacent to, or adjoining such land ("Property").

II. <u>Purchase Price</u>. The Property shall be purchased for the amount of Six Hundred Thousand and 00/100 Dollars ($600,000.00). At closing, Purchaser shall pay the purchase price pursuant to a Land Contract, the form of which is attached as Exhibit "B." The specific terms and conditions of the Land Contract include the following:

A. The purchase price shall be paid annually in five (5) installments, with the deposit amount of One Thousand and 00/100 Dollars ($1,000.00) being credited to the first installment for a payment of One Hundred Nineteen Thousand and 00/100 Dollars ($119,000.00) and the remaining four (4) installments each being One Hundred Twenty Thousand and 00/100 Dollars ($120,000.00). The first installment is due _____, 2016, and the remaining installments due each _____ for the next four (4) years.

B. Installment Payment Schedule:

i. $119,000 on or before _____, 2016
ii. $120,000 on or before _____, 2017
iii. $120,000 on or before _____, 2018
iv. $120,000 on or before _____, 2019
v. $120,000 on or before _____, 2020

C. No interest shall accrue on the unpaid balance.

D. Purchaser may pay all or any part of the purchase price within five (5) years without any prepayment penalty.

At closing, Seller and Purchaser shall execute a Memorandum of Land Contract which evidences the Land Contract, a copy of which Memorandum of Land Contract is attached and made a part hereof as Exhibit "D".

III. Closing. The closing of the sale described herein shall take place at Transnation Title Agency of Michigan Central Division, LLC, 1675 Watertower Place, East Lansing, Michigan (the "Title Company"), which shall occur within ten (10) days following the date that all documents are prepared and approved and all contingencies contained in this Agreement are satisfied or waived. Notwithstanding the foregoing, the closing shall occur on or before April 30, 2016.

IV. Evidence of Title. Seller shall, at its expense, as soon as practical and in any event within fifteen (15) days from the effective date of this Agreement, obtain a commitment for an owner's policy of title insurance from the Title Company in the amount of the purchase price (with standard exceptions removed if the Title Company is willing to do so at no additional cost to the Seller at closing), showing Seller's title to be in the condition called for under this Agreement, except for mortgages and judgments that can and will be satisfied out of the proceeds of sale. Any assessments or liens related to the drains located on the Property are the responsibility of Purchaser. Within fifteen (15) days of receipt of the commitment for title insurance, Purchaser shall notify Seller of any exceptions which are not acceptable to Purchaser (together hereinafter called "Title Defects") disclosed in such commitment. If Seller fails to have the Title Defects deleted from the commitment or discharged within sixty (60) days after receipt of notice from Purchaser, the Purchaser may, within twenty (20) days of the expiration of such period, in addition to all other rights and remedies hereunder:

(a) elect to take title to the Property as it then is, and credit an amount equal to the actual cost incurred by Purchaser to cure or discharge such Title Defects against the Purchase Price; or

(b) extend for up to ninety (90) days the period for Seller to cure such Title Defects, and if such Title Defects are not deleted during the extended period, Purchaser may then exercise its rights under subparagraph (a) above.

V. Escrow of Quit Claim Deed. At closing, Seller shall deliver to the Title Company a fully executed Quit Claim Deed to be held in escrow to be conveyed to be conveyed to Purchaser upon the final payment, see Section II.B of this Agreement, being received by Seller. The form of the Quit Claim Deed and Deed Escrow Agreement are attached as Exhibits "C" and "E," respectively. The Quit Claim Deed shall, upon performance by Purchaser pursuant to Section II.B, convey title to the Property to Purchaser, free and clear of all liens, encumbrances and conflicting claims of ownership, except those encumbrances, restrictions and exceptions disclosed in the title commitment to which Purchaser has not objected.

VI. Taxes, Assessments, and Utilities. All property taxes and assessments (including drain taxes and assessments), if any, that have been billed for the Property in the years prior to closing shall be paid by Purchaser at, or prior, to closing.

VII. Real Estate Transfer Tax and Affidavit. Purchaser shall pay any and all required Michigan real estate transfer taxes, if any, on this transaction. Purchaser shall pay the cost of preparing and filing any and all real estate transfer affidavits.

VIII. Toxic or Hazardous Materials. To the best of Seller's knowledge, no toxic or hazardous substances have been generated, treated, stored, disposed of, or otherwise deposited in or located on the Property, including, without limitation, asbestos, and the group of organic compounds known as polychlorinated biphenyls. Nor has any activity been undertaken on the Property which would cause the Property to become a hazardous waste treatment, storage, or disposal facility. Further, to the best of Seller's knowledge, no underground storage tanks or underground deposits are located on the Property. Purchaser shall certify that it has not deposited any hazardous material, installed any underground storage tanks or caused any underground deposits to occur on the Property.

IX. Conditions Precedent to Purchaser's Performance. In addition to any other conditions contained in this Agreement, the obligation of Purchaser to consummate the transaction contemplated by this Agreement is subject to the fulfillment of the following conditions on or prior to the closing date:

A. Each of the representations or warranties of Seller shall be true and correct as though made again as of the closing date and no representations or warranties shall have been violated or breached prior to closing;

B. Seller and Purchaser shall perform and comply with all agreements and conditions required to be performed or complied with as of the date of closing;

C. There shall be no material adverse change in the Property, excepting normal wear and tear; and

D. No action or proceeding to restrain, prohibit, or invalidate the transactions contemplated shall be pending or threatened, nor shall any order restraining or prohibiting the transactions contemplated have been issued by any public authority, governmental agency or court, nor shall any attachments, garnishments, levies, liens, or other litigation have been filed or be in effect regarding the transactions contemplated by this Agreement.

In the event Seller shall fail to perform any of the stated obligations, Purchaser shall be entitled to: (i) terminate this Agreement by written notice delivered to Seller on or prior to the closing date, obtain a refund of the Deposit Amount and Installment Payments reimbursed by Seller after Seller has sixty days (60) to cure any default, unless a longer period has otherwise been provided herein, and pursue all remedies available under applicable law; (ii) obtain specific performance of the terms and conditions of this Agreement; or (iii) waive Seller's default and proceed to consummate the transaction with Seller as contemplated, in which case, an amount equal to the costs incurred by the Purchaser to cure any default of the Seller that can be cured with the payment of money shall be credited against the purchase price, if agreed to by Seller.

In the event Purchaser does not elect to terminate this Agreement as permitted and the conditions precedent to Purchaser's obligation to purchase the Property have been satisfied or waived by Purchaser, and thereafter Purchaser fails to purchase the Property on the closing date in accordance with the terms of this Agreement, Seller shall be entitled to terminate this Agreement and have delivered to the Seller, as liquidated damages, the Deposit Amount received by Seller pursuant to Section II.B, a return of the Quit Claim Deed and may elect to pursue all other remedies provided by law. Seller and Purchaser agree that in the event of a default by Purchaser under this Agreement, Seller's damages would be the Deposit Amount and Installment Payments and any other remedies provided by law.

X. **Property Divisions**. The Quit Claim Deed to be held in escrow until the contract balance is paid, which is required pursuant to Paragraph V, above, shall state that Seller grants to Purchaser the right to make all permitted divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended After final payment is made.

XI. **Execution of Other Necessary Documents.** Purchaser and Seller agree to execute any and all documents necessary or required to complete the transaction contemplated as may be reasonably requested by the other party.

XII. **Costs of Closing.** Seller shall pay for: fees for preparing the Quit Claim Deed; title insurance in the amount of the purchase price; any attorney's opinion and/or services on behalf of the Seller; and any documents necessary to put Seller's title in the condition required by this Agreement. Purchaser shall pay the cost of fees for recording the Quit Claim Deed; preparation and filing of the Real Property Transfer Affidavit; and any attorney's opinion and/or services on behalf of Purchaser. In addition, Purchaser shall pay the closing fee, if any, which may be imposed by the Title Company.

XIII. **Survival.** Seller and Purchaser's obligations and warranties contained in this Agreement shall survive closing.

XIV. **Deposit.** At the time Seller signs this Agreement, Purchaser shall deposit the sum of One Thousand and 00/100 Dollars ($1,000.00) with the Title Company that provides the title commitment as required by Paragraph IV, above ("Deposit Amount"), which amount shall be credited to the purchase price at closing. In the event that any of the conditions precedent stated in this Agreement are not satisfied and the sale of the Property contemplated described does not occur, the Title Company shall as soon as possible return the Deposit Amount to Purchaser and Purchaser shall be able to pursue any other remedies provided by law. Should all conditions precedent for closing be satisfied and should Purchaser default on its obligation to purchase the Property, the title company shall forward the Deposit Amount to the Seller as liquidated damages and Seller shall be able to pursue any other remedies provided by law.

XV. **Representations and Warranties of Seller.** Seller represents and warrants to Purchaser as of the date of signing, and as of the Closing Date, the following, with the understanding that each of the following representations and warranties are material and have been relied upon by Purchaser in connection with this Agreement:

A. Seller has no knowledge of any existing, pending, or threatened litigation or legal or other court, administrative, or extra judicial proceedings in connection with their ownership and operation of, or affecting the Property.

B. Seller has not and will not from and after the date of execution: (i) enter into any lease or otherwise encumber the Property, except as elsewhere may be provided herein; (ii) enter into any agreements which would be binding on Purchaser after its acquisition of the Property or which would affect Purchaser's title to or right to possession of the Property; or (iii) perform, fail to do, or permit to be done any act or deed which would in any manner impair or diminish the value of the Property or Seller's right or ability to convey, following satisfactory performance by Purchaser pursuant to Section II.B, the Property to Purchaser pursuant to this Agreement.

C. Seller has and will have on the Closing date the power and authority to sell, including placing the Quit Claim deed in escrow with the Escrow Agent, the Property to Purchaser and perform its obligations in accordance with the terms and conditions of this Agreement; and each person who executes this Agreement (and all other instruments and documents in connection) has or will have due power and authority to so act.

D. Seller is the lawful owner of the Property and has the ability to deliver insurable and marketable title to the Property free and clear of all liens and encumbrances other than the Permitted Exceptions.

E. Neither this Agreement nor anything to be done by Seller pursuant to and including, without limitation, the conveyance of all of Seller's right, title and interest in and to the Property as contemplated, violates or will violate any contract, agreement or instrument to which Seller is a party or bound or which affects the Property.

F. Seller has no knowledge of any existing facts or conditions which may result in the issuance of, any violations of any zoning, safety, environmental, health or other codes, laws, ordinances or regulations with respect to the Property or appurtenances.

G. Neither the execution, delivery, performance or compliance with this Agreement and all other documents contemplated, nor the conveyance of all of the Seller's right, title, and interest in and to the Property described will (i) violate or conflict with the Seller's governing documents, (ii) result in any breach or violation of, or be in conflict with, or constitute a default under any mortgage, indenture, contract, agreement, lease, instrument, judgment, decree, order, or award binding on Seller or to which Seller is a party, or affecting or binding on the Property, or (iii) violate or conflict with any governmental statute, law, ordinance, rule, regulation, order, judgment or directive.

The provisions of this Paragraph XV and all representations and warranties contained shall be true as of the closing date and shall survive the closing of the transactions contemplated and the conveyance of the Property to Purchaser.

XVI. Binding. This Agreement is binding on Purchaser as evidenced by its signatures to this Agreement, at the time the Seller is delivering this Agreement to the City and continuing until this Agreement has been accepted in accordance with the City Charter. THIS AGREEMENT SHALL NOT BE BINDING UPON SELLER UNTIL AND UNLESS THE LANSING CITY COUNCIL BY FINAL ACTION AND RESOLUTION APPROVES THE PURCHASE AND UNTIL AFTER THE AGREEMENT IS EXECUTED BY THE SELLER'S DULY AUTHORIZED OFFICER OR AGENT AND IS DELIVERED TO PURCHASER. THIS AGREEMENT SHALL NOT BE BINDING UPON PURCHASER IF NOT FULLY EXECUTED BY APRIL 30, 2016.

XVII. Possession. At closing, upon completion of conditions stipulated in this Agreement, Seller shall deliver possession of the Property to Purchaser free from any leases or other rights of use.

XVIII. Extension and Termination of Lease. There is currently a Lease Agreement between Seller and Purchaser with regards to the Property. The Lease Agreement shall be extended to, and automatically terminate, as of the date of closing.

XIX. Time of Essence. Time is of the essence with respect to all dates and times set forth.

XX. Notices. Notices or consents of any kind required or permitted under this Agreement shall be in writing and shall be deemed duly delivered if delivered in person or by certified mail (return receipt requested), postage prepaid to the appropriate party as follows:

A.	If to Seller:	City of Lansing Attn: Chad Gamble 124 W. Michigan Avenue Lansing, Michigan 48933
	With a copy to:	City Attorney 5th Floor City Hall 124 W. Michigan Avenue Lansing, Michigan 48933
B.	If to Purchaser:	Charter Township of Delta Attn: Brian Reed, Township Manager 7710 W. Saginaw Highway Lansing, Michigan 48917

With copies to: Charter Township of Delta
Attn: Jeffrey Anderson
Finance Director
7710 W. Saginaw Highway
Lansing, Michigan 48917

-and-

Gordon W. VanWieren, Jr., Esq.
Thrun Law Firm, P.C.
2900 West Road, Suite 400
P.O. Box 2575
Lansing, Michigan 48826-2575

XI. Assignment. This Agreement shall be binding and inure to the benefit of the successors and assigns of the respective parties.

XXII. Merger Clause. This Agreement contains the entire understanding between the parties and neither party has relied upon any verbal or written representations or understandings not set forth, whether made by any agent or a party hereto, the only exception being the Escrow Agreement.

XXIII. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Michigan.

XXIV. Headings. The headings used are for convenience only and shall not govern the interpretation of any paragraph.

XXV. Amendments. This Agreement may be amended or modified only by a document in writing executed by both of the parties.

XXVI. Effective Date. This Agreement shall be effective as of the date upon which the last of the parties listed below has signed this Agreement.

XXVII. Acknowledgment of Representations Made by Purchaser and "As-Is" Condition. The Parties recognize and acknowledge that the Purchaser has leased the Property from the Seller since 1985, and had actual possession of and responsibility for the Property since that time. The Representations and Warranties contained herein are based on statements and assurances provided by Purchaser, including, but not limited to, those representations contained in Sections IV (Evidence of Title), VIII (Toxic or Hazardous Material). Seller is not responsible for any warranty or representation which the Purchaser has or should have knowledge of prior to Closing Date or the conveyance of title, whichever occurs later. Purchaser agrees to accept the property in an "as is" condition.

XXVIII. Extensions. Deadlines contained within this Agreement may be extended by mutual advance written agreement of the Parties.

XXIX. <u>Execution in Counterparts</u>. The parties acknowledge that this Agreement may be executed in counterparts by the parties and will be effective upon the other party's receipt of the counterpart by personal delivery, facsimile, or other electronic transmission. If transmitted by facsimile or other electronic transmission, the party agrees to forthwith execute and return an original, executed copy of the Agreement to the other party.

XXX. <u>Real Estate Brokers</u>. The parties agree and represent to one another that no real estate brokers are involved in this transaction. To the extent permitted by law, each party agrees to indemnify the other against the claims of any brokers and salespeople who allege that they represented a party or are entitled to a commission or fee as a result of the transaction.

<u>WITNESSES</u>:

_____

_____

<u>SELLER</u>:

CITY OF LANSING,
a Michigan municipal corporation

By:_____
Virg Bernero
Its: Mayor

Dated: _____

<u>WITNESSES</u>:

_____

_____

<u>PURCHASER</u>:

CHARTER TOWNSHIP OF DELTA,
a Michigan charter township

By:_____
Brian Reed
Its: Township Manager

Dated:_____

Approved as to form:

_____
City Attorney

I certify funds available in Account No. ____
_____.

_____
Controller

w:\wdsystem\wddocs\cliedoc\615\1\01200762.docx

EXHIBIT "A"

LEGAL DESCRIPTION
GRAND WOODS PARK

The parties agree that the final legal description shall be that which is contained in the title commitment.

Parcels of land located in Sections 1 and 2, Township 4 N, Range 3 W, Charter Township of Delta, Eaton County, Michigan described as:

Parcel No. 040-001-300-001-00 (89.20 +/- Acres)

Commencing 903 feet North of the South ¼ post at the Northeast corner of River Ridge #1, 60º51' West 505 feet, West 87º44' West 363.83 feet, South 77º49'West 481.6 feet, North 82º24' West 394.67 feet, North 86º13' West 1,293.86 feet, North 60º01' West 565.02 feet, North 47º57' West 260.75 feet, North 74º22' West 338.15 feet to the East 1/8 line of Section 2, North to Grand River, easterly along river to the North and South ¼ line of Section 1, South to beginning, with 66 foot right of way from the South line approximately 600 feet East on the West line of Section 1, Sections 1 and 2, T4N, R3W, Delta Township, Eaton County, Michigan.

Parcel No. 040-001-400-050-00 (53.85 +/- Acres)

That part of the Southeast fractional ¼ lying Southwest of the Grand River, Section 1, T4N, R3W, Delta Township, Eaton County, Michigan.

and commonly known as 4500 W. Willow Highway, Lansing (Charter Township of Delta), Michigan.

EXHIBIT "B"

LAND CONTRACT

THIS LAND CONTRACT (the "Land Contract" or this "Land Contract") is made this _____ day of _____, 2016 (the "Commencement Date"), by the City of Lansing, a Michigan municipal corporation, whose address is 124 W. Michigan Avenue, Lansing, Michigan 48933 ("Seller"), and Delta Charter Township, a Michigan charter township organized and operating under the Michigan Charter Township Act, MCL 42.1, *et seq*., as amended, whose address is 7710 W. Saginaw Highway, Lansing, Michigan 48917 ("Purchaser").

In consideration of the mutual covenants herein contained, witnesseth:

1. Seller hereby agrees to sell and convey to Purchaser the real property commonly known as "Grand Woods Park" located in the Charter Township of Delta, Eaton County, Michigan, legally described as follows:

Parcel No. 040-001-300-001-00 (89.20 +/- Acres)

Commencing 903 feet North of the South ¼ post at the Northeast corner of River Ridge #1, 60º51' West 505 feet, West 87º44' West 363.83 feet, South 77º49'West 481.6 feet, North 82º24' West 394.67 feet, North 86º13' West 1,293.86 feet, North 60º01' West 565.02 feet, North 47º57' West 260.75 feet, North 74º22' West 338.15 feet to the East 1/8 line of Section 2, North to Grand River, easterly along river to the North and South ¼ line of Section 1, South to beginning, with 66 foot right of way from the South line approximately 600 feet East on the West line of Section 1, Sections 1 and 2, T4N, R3W, Delta Township, Eaton County, Michigan.

Parcel No. 040-001-400-050-00 (53.85 +/- Acres)

That part of the Southeast fractional ¼ lying Southwest of the Grand River, Section 1, T4N, R3W, Delta Township, Eaton County, Michigan.

The property is commonly known as 4500 W. Willow Highway, Lansing (Delta Township), Michigan (the "Property").

2. Purchaser agrees to buy the Property and to pay Seller or its legal representatives, by check made payable to Seller, therefor at such place as Seller may designate from time to time in writing, a total of Six Hundred Thousand and 00/100 Dollars ($600,000.00) (the "Purchase Price") as follows: with the deposit amount of One Thousand and 00/100 Dollars ($1,000.00) being credited to the first installment for a payment of One Hundred Nineteen Thousand and 00/100 Dollars ($119,000.00), with the first installment due on or before _____, 2016; and the four (4) remaining equal annual installments of One Hundred Twenty Thousand and 00/100 Dollars ($120,000.00), due on or before _____of each subsequent year until paid in full. No interest shall accrue on the unpaid balance. Purchaser may pay all or any part of

the purchase price within five (5) years without any prepayment penalty. The entire balance of principal shall be due and payable within five (5) years from the Commitment Date of this Land Contract.

3. Purchaser shall not commit or allow any other person to commit waste or damage to the Property or to any appurtenance thereof.

4. Purchaser shall enter the Property for taxation in its name and shall pay, prior to the imposition of any interest or penalty thereon, all taxes and assessments, if any, which are or become a lien on the Property after the closing date. Purchaser shall furnish Seller with proof of payment within thirty (30) days of payment. Any special assessment may be paid in installments if permitted by the taxing authority.

5. If Purchaser fails to pay any deficiency required by Section 4 within thirty (30) days after Seller's written demand or if Purchaser defaults in making any required payment of taxes and assessments, Seller may pay same, including any interest or penalty and the amount so paid shall be due at once, shall be added to the unpaid balance of this Land Contract and shall be a lien on the Property.

6. Seller reserves the right to convey its interest in this Land Contract; the conveyance thereof shall not be cause for rescission. Seller may, at any time, place one or more mortgages on the Property which, together with any mortgages existing on the date hereof, shall secure not more than the balance owing hereon at the time such mortgages are executed; provided that no mortgages, hereafter executed, either singularly or in the aggregate, shall provide for interest rates or payments of interest and principal in excess of the interest rate and installment payments required hereby. Seller shall promptly notify Purchaser of the prior existence of or the execution of any such mortgages, the identity of the mortgagee and of the amount, interest rate, and payment terms thereof. If Seller defaults on any mortgage or if Seller is presently purchasing the Property on an antecedent contract and default under its terms, Purchaser may pay to the mortgagee or antecedent contract vendor the amount necessary to cure the default, credit the payment to the balance due hereunder and allocate it to installment payments required hereby. When the amount owed on this Land Contract is paid down to the amount secured by any mortgage or mortgages, presently existing or hereafter executed, providing for interest rates and payments of interest and principal not in excess of those provided by this Land Contract: Seller may execute and deliver a Quit Claim Deed to Purchaser subject to such mortgage or mortgages which Purchaser shall assume and agree to pay, and any mortgage assumption fees shall be paid by Seller.

7. Upon the signing of this Land Contract, Seller shall deliver to the title company, Transnation Title Agency of Michigan Central Division, LLC, East Lansing, Michigan ("Transnation Title"), a fully executed and notarized Quit Claim Deed. Said deed shall convey title to the property free and clear of all liens, encumbrances and conflicting claims of ownership, except as disclosed in the title commitment. Transnation Title shall release the Quit Claim Deed to Purchaser upon confirmation by the Seller that this Land Contract has been paid in full.

8. Purchaser may take possession of the Property immediately upon closing, and occupancy on the date of this Land Contract, as long as Purchaser shall perform all the covenants and agreements herein mentioned, upon its part to be performed. In addition, during the term of this Land Contract, Purchaser shall have the right to construct physical improvements and remove trees located on the Property.

9. Purchaser has leased and been in possession of the above described premises since 1985 and agrees to accept the Property in an "as is" condition and with any utilities, drains or other infrastructure "where is".

10. Purchaser shall not have the right to assign or transfer this Land Contract or any interest therein without the written consent of Seller.

11. If Purchaser defaults in any of the provisions, Seller may give the Purchaser, or the persons holding possession under Purchaser, written notice of forfeiture in the manner required by law and may declare that all money unpaid under this Land Contract will be immediately due and payable if the default is not cured in the permitted time. If the default is not cured within the time permitted by law and subject to compliance with applicable law, the Seller may take possession of the Property and all buildings and improvements; may declare the entire unpaid portion of the purchase price immediately due and payable and; Purchaser and all persons holding possession under Purchaser, shall be liable to be removed from possession of the Property with notice and in any manner provided by law. In addition, Purchaser shall pay all costs, including attorney fees, which Seller incurs as a result of Purchaser's default.

12. Nothing shall preclude Seller from pursuing any other legal or equitable remedy which they may have, in case of Purchaser's default, including the right to declare the entire balance due upon default and to foreclose or forfeit the Land Contract in accordance with law.

13. It is hereby expressly agreed that time is of the very essence of this Land Contract. It is further agreed that all notices shall be conclusively presumed to be served upon Purchaser or Seller when deposited in the United States mail, enclosed in an envelope with postage fully prepaid thereon, addressed to Purchaser or Seller at the address given in the heading of this Land Contract, or at such other address as may be specified by Purchaser or Seller, in writing, from time to time.

14. If more than one joins in the execution of this Contract as Seller or Purchaser, or either be of the feminine sex or a corporation, or partnership, the pronouns and relative words used shall be read as if written in plural, feminine or neuter, respectively. The provisions of this Land Contract are severable.

15 Any or all of the above-mentioned restrictions may be changed by mutual written consent of both of Seller and Purchaser.

16. At closing, Seller and Purchaser shall execute a Memorandum of Land Contract ("Memorandum"), which Memorandum evidences this Land Contract. Purchaser may, at its sole

option and cost, record the Memorandum of Land Contract with the Eaton County, Michigan, Register of Deeds.

IN WITNESS WHEREOF, the parties have put their hands and seals the day and year written below. (In duplicate).

SELLER:

CITY OF LANSING,
a Michigan municipal corporation

By: _____
Virg Bernero
Its: Mayor
Dated: _____

Acknowledged before me in _____ County, Michigan this ____ day _____, 2016, by Virg Bernero, Mayor, the City of Lansing, a Michigan municipal corporation.

_____(signature)
_____(printed)
Notary Public, _____ County, Michigan
My Commission Expires: _____
Acting in the County of _____

PURCHASER:

DELTA CHARTER TOWNSHIP,
a Michigan charter township

By: _____

Its: _____

Dated:_____

Acknowledged before me in _____ County, Michigan on _____, 2016, by _____, _____, Delta Charter Township, a Michigan charter township.

_____(signature
_____(printed)
Notary Public, _____ County, Michigan
My Commission Expires: _____
Acting in the County of _____

Approved as to form:

_____
City Attorney

I certify funds are available in Account No._____.

_____
Controller

PREPARED BY:
Gordon W. VanWieren, Jr.
THRUN LAW FIRM, P.C.
2900 West Road, Suite 400
East Lansing, Michigan 48823
(517) 374-8843

EXHIBIT "C"

QUIT CLAIM DEED

The City of Lansing, a Michigan municipal corporation, whose address is 124 W. Michigan Avenue, Lansing, Michigan 48933 ("Grantor") conveys to Charter Township of Delta, a Michigan charter township organized and operating under the Michigan Charter Township Act, MCL 42.1, *et seq*., as amended, whose address is 7710 W. Saginaw Highway, Lansing, Michigan 48917 ("Grantee"), for the transfer by Seller to Purchaser of real property commonly known as "Grand Woods Park" located within the Charter Township of Delta, Eaton County, Michigan, legally described as :

Parcel No. 040-001-300-001-00 (89.20 +/- Acres)

Commencing 903 feet North of the South ¼ post at the Northeast corner of River Ridge #1, 60º51' West 505 feet, West 87º44' West 363.83 feet, South 77º49'West 481.6 feet, North 82º24' West 394.67 feet, North 86º13' West 1,293.86 feet, North 60º01' West 565.02 feet, North 47º57' West 260.75 feet, North 74º22' West 338.15 feet to the East 1/8 line of Section 2, North to Grand River, easterly along river to the North and South ¼ line of Section 1, South to beginning, with 66 foot right of way from the South line approximately 600 feet East on the West line of Section 1, Sections 1 and 2, T4N, R3W, Delta Township, Eaton County, Michigan.

Parcel No. 040-001-400-050-00 (53.85 +/- Acres)

That part of the Southeast fractional ¼ lying Southwest of the Grand River, Section 1, T4N, R3W, Delta Township, Eaton County, Michigan.

The property is commonly known as 4500 W. Willow Highway, Lansing (Charter Township of Delta), Michigan (the "Property").

for the consideration of Six Hundred Thousand and 00/100 Dollars ($600,000.00).

This conveyance is subject to restrictions of record.

Grantor grants to Grantee the right to make all permitted divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

The Property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act, MCL 286.471, *et seq*., as amended.

This transaction is exempt from real estate transfer tax pursuant to MCL 207.505(h)(i) and MCL 207.526(h)(i).

GRANTOR:

CITY OF LANSING,
a Michigan municipal corporation

Dated: _____, 2016

By: _____
Virg Bernero
Its: Mayor

Acknowledged by me in _____, County, Michigan, this _____ day of _____, 2016, by Virg Bernero, Mayor, the City of Lansing, a Michigan municipal corporation.

_____(signature)
_____(printed)
Notary Public, _____County, Michigan
My Commission Expires: _____
Acting in the County of _____

When Recorded Return To:	Send Subsequent Tax Bills To:	Prepared By (Without Opinion):
Grantee	Grantee	Gordon W. VanWieren, Jr., Esq. Thrun Law Firm, P.C. P.O. Box 2575 East Lansing, MI 48826-2575

EXHIBIT "D"

MEMORANDUM OF LAND CONTRACT

City of Lansing, a Michigan municipal corporation, whose address is 124 W. Michigan Avenue, Lansing, Michigan ("Seller") and Charter Township of Delta, a Michigan charter township organized and operating under the Michigan Charter Township Act, MCL 42.1, *et seq*., as amended, whose address is 7710 W. Saginaw Highway, Lansing, Michigan 48917 ("Purchaser"), hereby provide record of notice that a Land Contract has been entered into between Seller and Purchaser for real property commonly known as "Grand Woods Park" situated in the Charter Township of Michigan, Eaton County, Michigan, which property is legally described as follows:

Parcel No. 040-001-300-001-00 (89.20 +/- Acres)

Commencing 903 feet North of the South ¼ post at the Northeast corner of River Ridge #1, 60º51' West 505 feet, West 87º44' West 363.83 feet, South 77º49'West 481.6 feet, North 82º24' West 394.67 feet, North 86º13' West 1,293.86 feet, North 60º01' West 565.02 feet, North 47º57' West 260.75 feet, North 74º22' West 338.15 feet to the East 1/8 line of Section 2, North to Grand River, easterly along river to the North and South ¼ line of Section 1, South to beginning, with 66 foot right of way from the South line approximately 600 feet East on the West line of Section 1, Sections 1 and 2, T4N, R3W, Delta Township, Eaton County, Michigan.

Parcel No. 040-001-400-050-00 (53.85 +/- Acres)

That part of the Southeast fractional ¼ lying Southwest of the Grand River, Section 1, T4N, R3W, Delta Township, Eaton County, Michigan.

The property is commonly known as 4500 W. Willow Highway, Lansing (Charter Township of Delta), Michigan (the "Property").

[SIGNATURES APPEAR ON FOLLOWING PAGES]

SELLER:

CITY OF LANSING,
a Michigan municipal corporation

By: _____
Virg Bernero
Its: Mayor

Dated: _____

Acknowledged before me in _____ County, Michigan this ____ day _____, 2016, by Virg Bernero, Mayor, the City of Lansing, a Michigan municipal corporation.

_____(signature)
_____(printed)
Notary Public, _____ County, Michigan
My Commission Expires: _____
Acting in the County of _____

PURCHASER:

DELTA CHARTER TOWNSHIP,
a Michigan charter township

By: _____

Its: _____

Dated:_____

Acknowledged before me in _____ County, Michigan on _____, 2016, by _____, _____, Delta Charter Township, a Michigan charter township.

_____(signature)
_____(printed)
Notary Public, _____ County, Michigan
My Commission Expires: _____
Acting in the County of _____

Approved as to form:

_____
Lansing City Attorney

PREPARED BY:
Gordon W. VanWieren, Jr.
THRUN LAW FIRM, P.C.
2900 West Road, Suite 400
East Lansing, Michigan 48823
(517) 374-8843

EXHIBIT "E"

DEED ESCROW AGREEMENT

Commitment No. 172024LANS

Date: _____, 2016

Seller: City of Lansing
Address: 124 W. Michigan Avenue
Lansing, MI 48933

Buyer: Delta Charter Township
Address: 7710 W. Saginaw Hwy.
Lansing, Michigan 48917

Escrow Agent:
Transnation Title Agency of Michigan Central Division LLC
1675 Watertower Place, Suite 200
East Lansing, Michigan 48823

Deposited with Escrow Agent, is a Land Contract and a Quit Claim Deed executed pursuant to said Land Contract to be held by Escrow Agent for release and delivery under the following terms and conditions:

A. Upon receipt of satisfactory written notice from Seller that the subject Land Contract has been PAID IN FULL, Escrow Agent shall release and deliver the Quit Claim Deed, along with a statement of the transfer tax to be paid by Purchaser.

B. All deliveries contemplated by this Escrow Agreement shall be made, at the sole discretion of Escrow Agent, by personal service, by registered mail or by certified mail delivered to, or addressed, to Seller or Buyer at the address recited in the Land Contract, or at such other address as may be specified by Seller or Buyer in a satisfactory written notice received and accepted by Escrow Agent.

C. If at any time while Escrow Agent holds the Quit Claim Deed, it receives a written notice stating that the Seller has retaken possession of the Premises as a result of a proper foreclosure or forfeiture action, which notice includes a copy of such Judgment and evidence of right of possession, at the expiration of twenty (21) days after receipt of such written notice, Escrow Agent shall return the Quit Claim Deed to the Seller.

D. Upon the release of the above referenced Quit Claim Deed, this Escrow shall terminate and Escrow Agent shall be released from any further liability. It is expressly understood by Seller and Buyer, that Escrow Agent is acting in the capacity of a depository and is not responsible or liable for the sufficiency, correctness, genuineness or validity of the Escrow Documents or the marketability of title as of the date of this Escrow Agreement or as of the date when any of the instruments deposited with the Escrow Agent are released and delivered.

E. In the event of any disagreement between the parties resulting in conflicting instructions to, or adverse claims or demands upon the Escrow Agent with

respect to the release of the Escrow Documents, the Escrow Agent shall refuse to comply with any such instructions, claims or demands so long as such disagreement shall continue, and while refusing, the Escrow Agent shall not release the Escrow Documents. The Escrow Agent shall not be or become liable in any way by its failure or refusal to comply with any such conflicting instructions or adverse claims or demands, and it shall be entitled to continue to refrain from acting until such conflicting instructions or adverse claims or demands (a) shall have been adjusted by agreement in writing by all parties, or (b) it shall have been furnished a certified copy of a final judgment of a court of competent jurisdiction together with satisfactory evidence that any right of appeal has expired.

F. The Escrow Agent may, in its sole discretion, resign by giving thirty (30) days written notice to the parties. The parties shall furnish to the Escrow Agent written instructions for the release of the Escrow Documents. If the Escrow Agent fails to receive such written instructions within the thirty (30) day period, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent and upon such appointment, deliver the Escrow Documents to such successor.

G. The parties agree, jointly and severally, to indemnify and hold harmless from and against all costs, damages, judgments, attorney's fees, expenses, obligations, and liabilities of any kind or nature which Escrow Agent may incur or sustain in connection with the Escrow Agreement for any breach of the Land Contract by the Seller or the Purchaser.

H. For the services contemplated by this agreement, Escrow Agent shall receive the sum of $_____ to be paid by Buyer.

I. If Escrow Agent has not received instructions/directions to release the Quit Claim Deed as provided above on or before _____, then said Quit Claim Deed shall be returned to Seller and Escrow Agent will have no further obligations or liability.

J. Additional terms and conditions: N/A

K. This Agreement may only be amended by a written agreement signed by both Seller and Buyer and received and accepted by Escrow Agent.

L. The provisions of this Escrow Agreement shall bind and inure to the benefit of the successors and assigns of Seller, Buyer and Escrow Agent.

[Signatures Appear on Following Page]

ACCEPTANCE BY SELLER:

City of Lansing,
a Michigan municipal corporation

_____
By:
Its:
Dated:

ACCEPTANCE BY BUYER:

Delta Charter Township.
a Michigan charter township

_____
By:
Its:
Dated:

ESCROW AGENT'S ACCEPTANCE:

Transnation Title Agency of Michigan Central Division LLC hereby accepts the foregoing Escrow Agreement and acknowledges receipt of the Escrow Documents on _____, 2016.

By: _____
Its: _____

6726 South Washington Avenue
Life O'Riley
Building Safety Office
Status

5/11/2016

10/29/15	PP15-1242 Issued – Installation of RPZ Valve (backflow prevention) Partially Finaled 4/21/2016 – Holding for Certification Test Results Water service from LBWL must be restored before testing can be done.
11/2/2015	PB15-1530 Issued – 60 Square Foot Shed to House RPZ Valve Partially Finaled 4/21/16 – Holding for electrical Installation.
12/1/2015	PB15-1653 Issued – Salvage and Removal of Two Trailers Finaled 4/22/2016
5/11/2016	E16-06135 Initiated – Safety - Unsecured Structures Re-Inspection on 5/16/2016

DEQ – Campground DEQ Will require removal of water well serving the MHC & Campground. No permit applications or fees have been received by DEQ as of today.

BCC – MHC Contact person was unavailable today.

Submitted Cmts

6726 South Washington Avenue
Life O'Riley
Basic Timeline

2/24/2014	ICHD Notice of Condemnation
2/28/2014	SOM Summary Suspension of MHC License
3/10/2014	LBWL Discontinues Water Service
3/13/2014	Show Cause Letter
3/13/2014	E14-00695 Trash Enforcement
4/9/2014	Demolition Notice
6/18/2014	SOM Consent Order – Two Year Sunset
9/14/2014	Demand Letter
1/23/2015	OCA Memorandum
3/1/2015	E15-00396 Board Up - $ 37,730.00 Billed to Owner (went to tax roll)
3/18/2015	E15-00738 Trash
3/19/2015	E15-00798 Board Up - $ 525.00 Billed to Owner (went to tax roll)
3/20/2015	E15-00823 Board Up - $ 525.00 Billed to Owner (went to tax roll)
5/11/2016	E16-06135 Safety (board up) – re-inspection 5/16/2016.

Taxes Due

2012 Winter	$ 3,497.14
2014 Summer	$ 18,599.82
2014 Winter	$ 3,770.75
2015 Summer	$ 27,713.98
2015 Winter	$ 44,503.25
Total	$ 98,084.94